AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JANUARY 5, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call

D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. City of Isanti Legacy Medal

F. Approve City Council Minutes
1. December 15, 2015 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Tuesday, January 12, 2016 at 7:00 p.m.
2. **City Offices Closed**	Monday, January 18, 2016
	(In Observance of Martin Luther King Jr. Day)
3. City Council Meeting	Tuesday, January 19, 2016 at 7:00 p.m.
4. City Council Goal Setting Session	Monday, January 25, 2016 at 8:30 a.m.
5. Park, Recreation, & Culture Board Meeting	Tuesday, January 26, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Interview Applicants for the Vacant Term Seats for the Planning Commission and Park, Recreation and Culture Board (*Mayor Wimmer*)
    a. Resolution Designating Committees and Representatives for City Commissions and Advisory Boards for 2016

<u>City Administrator Don Lorsung</u>
2. Consider Designating an Official Newspaper and Appointing Depositories and Professional Services for Year 2016
    a. Open Bids for the Designation of the City's Official Newspaper
    b. Resolution Designating an Official Newspaper, Appointing Depositories and Professional Services and Setting City Council Meetings for Year 2016
3. Resolution Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments
4. Resolution Setting a Public Hearing for an Easement Vacation within Lot 1, Block 1, Isanti Commons First Addition.
5. Resolution Approving Staff to Submit Applications for Grants to Activities in PR&C for 2016-17
6. Resolution Amending the Resignation Date of Building Official Rick Sames

Chief of Police Gene Hill

7. Resolution Authorizing the Chief of Police to Apply for the Mini-Grant from the Minnesota Department of Public Safety, Office of Traffic Safety for the Preliminary Breath Test (PBT's)

City Attorney Clark Joslin

8. Review Conflict of Interest Policy
    a. Resolution Approving the City of Isanti Conflicts of Interest Policy

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $262,051.39 and Payroll in the Amount of $171,960.73 and Fourth Quarter Payroll for Council/Boards/Commissions in the Amount of $8,444.38
2. Pay Request No. 6 - Final – 2014 BMX & Public Works Site Improvements in the Amount of $38,503.62
3. Consider Resolution Authorizing City Administrator Don Lorsung to Serve on the LMC Fiscal Futures Policy Committee
4. Resolution Approving a Memorandum of Understanding Between the City of Isanti and I.U.O.E., Local 49, AFL-CIO Regarding Lead Pay

M. Other Communications

N. Closed Session

1. Discussion Regarding Personnel Matter

The City Council will resume in open session following each or any Closed Session matter. After reopening the meeting the Council may take such action, if any as it deems appropriate pertaining to the matter discussed in closed session.

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
Tuesday, December 15, 2015
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Adam Johnson and Steve Lundeen

Members Absent: None

Staff Present: City Administrator/City Clerk Don Lorsung, City Attorney Clark Joslin, Human Resources/ Deputy City Clerk Karissa Henning, Police Chief Gene Hill, Community Development Director Roxanne Achman, Economic Development Director Sean Sullivan, and City Engineer Brad DeWolf

D. Adopt Agenda

Mayor requested that agenda item L.16. be moved from the Consent Agenda to Business Item K.8.
Motion by Lundeen second, by Johnson to approve the agenda with the requested modification. Motion carried unanimously

E. Proclamations/Commendations/Certificate Awards

The following employees have earned service credit for five, ten and fifteen years: Public Works Maintenance Technician Joshua Becker (5), Part-Time Police Officer Noah Buecksler (5), Public Works Maintenance Technician Scot Klersy (5), Part-Time Police Officer Brandon Oliver (5), Economic Development Director Sean Sullivan (5), Police Officer/SRO Adam Gau (10), Public Works Maintenance Technician Michael Harris (10), City Administrator Donald Lorsung (10), Public Works Maintenance Technician James Mager (10), Police Department Investigator Dusten Noreen (15)

Sullivan and Lorsung were available and recognized for their service credit at the meeting.

Lundeen made comment that a Cambridge resident had noted to him that there is a lot going on in the City of Isanti regarding growth and economic development and commended Sullivan for his great work with the City. Mayor Wimmer likewise gave praise to Sullivan and the Economic Development Team.

The Mayor also recognized Lorsung and his tenure with the City; the Mayor noted that when Lorsung was hired, it had been the first significant vote in two years that was actually a 5-0 vote. That is how much Lorsung stood out as a candidate for City Administrator. Mayor Wimmer also mentioned that recently, during Lorsung's performance review, everyone on the Council had an opportunity to give positive feedback to Lorsung and that he has been doing a great job.

The Mayor acknowledged that the City has a number of other great employees as well that are having anniversaries.

F. Approve City Council Minutes

1. December 1, 2015 - Regular Meeting of the City Council

Motion by Collison, second by Bergley to approve the Regular City Council Minutes of the December 1, 2015 meeting as presented. Motion carried unanimously.

G. Citizens Input
None.

H. Announcements
Announcements were read.

I. Council Committee Reports
Bergley stated that he had attended a Trunk Highway North 65 Coalition meeting where an amendment to the Joint Powers Agreement was mentioned. Bergley remarked that Lorsung had received an email on Joint Powers Agreement amendment between all those involved in the Trunk Highway North 65 Coalition. The Mayor requested further details from Lorsung who indicated that the big change would be the number of members required to make a quorum as this is something with which the Coalition had struggled. Lorsung also noted that it appears the Coalition has added co-chairs so there would be someone to run the meetings. The email has been passed on to City Attorney Joslin for review before it is brought back to the Council.

The Mayor had a couple of comments with regards to the boards and commissions. The Mayor noted that when the Council appoints people to the various boards and commissions to serve, their function is to sift through things and take some of the workload from the Council. The Mayor expressed that the City may have a situation where the purpose of candidates on boards and commissions may not have been fully instilled in them. Those members are not in place to create policy. The Mayor also noted that when people are appointed to those boards and commissions, they are representing the City of Isanti and Council members. The City will be looking at further training for their board chairs to ensure that they are keeping things on task.

While going through Planning Commission notes and listening to the meetings, the Mayor observed that there are safety concerns related to the development on the east side of Highway 65 and the need to provide safe Highway 65 crossing was being raised. The Mayor remarked that there had been a great pedestrian bridge project which would have addressed those concerns where 90% of the project would have been paid by an outside party. The Mayor asked that people not lose sight of the fact that there were plans in place that would have answered some of these issues; however, these solutions were not acted on due to lack of support at that time.

Another item the Mayor wanted to address was that if commission or board members have questions of staff that they be encouraged to approach staff with their questions as they arise. This would prevent waiting until the meeting to ask those questions where staff may be unaware or unprepared for a question that hadn't been raised previously. It is very hard for staff to have a response ready if they haven't run into a similar situation previously. The Mayor expressed a desire to encourage fellow commissioners and board members to ask staff when questions arise so that they can do the research and be prepared with answers. The Mayor noted that as there is more activity in the City, more of these types of issues do come up.

J. Public Hearings

K. Business Items
1. Report on Library Link and Extension of Agreements for 2016 (*Barbara Misselt, Library Director)*
   a. **Resolution 2015-296 Extending the Original Partnership Agreement between the City of Isanti and the East Central Library Board and the Isanti Area Friends of the Library**

Barbara Misselt, Director of the East Central Regional Library and Tim Olson, the Outreach Librarian newly assigned to the Isanti Outreach Site addressed the Council. Misselt remarked that the partnership between the City of Isanti, ECRL Board and the Isanti Area Friends of the Library had been in place for six years. Misselt felt that the partnership was going very well and indicated that the Isanti Outreach Site sees approximately 15 to 20 people each week. Statistics indicate that 887 people have visited the site since the beginning of the year (46 weeks.) The outreach site exists for those people who find it difficult to get to one of the other branches. The hours are noon to 4:00 p.m. on Wednesdays. Misselt indicated people can request books or other library materials and have them brought out the following week. People can also obtain research information. Misselt gave the example of inquiring on the price of rice in China. So far this year, 436 questions have been responded to by the site librarians. Misselt remarked that a reference question can be anything from: How do you download an eBook? to hardcore reference questions. Misselt expressed her opinion that the outreach site is an excellent example of intergovernmental cooperation stating that the County is a part of a joint powers agreement. The outreach site operations are paid for by the County with the City providing the space and the local citizens group of volunteers providing any incidental expenses. Misselt asked if there were any questions from the Council. Bergley asked if there were computers, as in Cambridge, at this outreach site. Misselt indicated that there is a single computer for the outreach librarian to use in answering questions; however it is not for public use. The Mayor commented that he had heard that a lot of people like the fact that they can request a book and have it brought in to the Isanti site. There is also easy returns with the book drop out front. Misselt acknowledged and thanked the Isanti Area Friends of the Library, represented that evening by ECRL Commissioner Mike Warring who volunteers with the group, who have helped with some rust-outs on the book drop. Misselt noted that book drops are very expensive if they have to be replaced.

Motion by Collison, second by Johnson to approve Resolution 2015-296 as presented. Motion carried unanimously.

2. **Resolution 2015-297 to Amend the Policy on the Use and Maintenance of the Outdoor Hockey Rink**

The Mayor reported that, as planned in 2004, the Outdoor Hockey Rink would have been a 50/50 cost split between the City and the Youth Hockey Association to install and maintain the rink. However, the Youth Hockey Association ended up donating approximately $5,000; whereas, the City's portion ended up being approximately $30,000. There was an agreement with the Youth Hockey Association where they were responsible for maintaining the ice and handle minor repairs; however, there were mixed reviews on how well this was carried out in actuality. Approximately 2 years ago, the Youth Hockey Association pulled out of that agreement completely. Previous to that the City had taken over maintaining the ice. Now the dasher boards need to come off because they are in such bad shape and the remaining rink boards are over 40 years old. The Park and Recreation board has recommended flooding the ice this year, removing the dasher boards, and to leave the remaining boards intact for now.

The Mayor stated that the Council needs to decide how the City should go forward as the boards must be replaced if there is going to be hockey played on the rink. The Mayor gave a bit of background in that initially the rink was reserved for certain hours specifically for the Youth Hockey Association hockey practices. Since that agreement is now defunct, there have been a few complaints that if there are hockey players on the ice it becomes dangerous for other skaters. The Park and Recreation board has put forward the suggestion that the rink should now be a pleasure rink and not used exclusively for hockey. The Mayor put forth the following questions, noting that this topic would arise again in the goal-setting session: Should Isanti have an outdoor rink specifically for hockey usage? Should there be designated times reserved for hockey? How should it be structured? How will the City fund the rink? The Mayor stated that it costs $5,000-$7,000 per season just to maintain the ice. This doesn't include costs associated with removing snow from the ice. When used as a pleasure rink, it's easier because they just drive a truck on the ice and plow across. To remove snow from a

hockey rink requires bringing in more specialized equipment, etc. and is ultimately more expensive.

The Mayor stated that this year, if weather allows, the rink will be flooded. However, in the goal-setting session, Council will need to decide what the City should do moving forward. The rules provided in the resolution are pleasure rink rules that would be applied to the hockey rink for now. There have been requests by hockey teams and parents to reserve ice time for hockey practices; however, to use the rink as initially purposed but without the Youth Hockey Association assisting in the maintenance and costs seems unfair to City residents. The Mayor noted that he had sat on the Council as a Councilmember when the agreement with the Youth Hockey Association came up for approval and the Mayor felt that the rink would never have been constructed if it hadn't been for the partnership to cover costs.

Collison inquired if the City had a pleasure rink located south of the hockey rink last season that will be in use again this season. The Mayor responded yes and the pleasure rink will be there this year as well. Bergley said that he had used the rink and there were issues with the warming house always being locked. The Mayor replied that he had not heard of that concern previously. The Mayor reported that there was a warming house that the City had built many years ago for which the City had an attendant. Then, he believed, that the Youth Hockey Association had a warming house that was used strictly for youth hockey and paid for by them so likely was locked when not in use. The warming house/changing room that the City has is the BMX building. One of the discussions by the Parks and Recreation Board was whether the pleasure rinks should be moved over to the other side of the pine trees in that way, they would be literally across the path from the warming house in the BMX building. There is nothing magical about where and how the pleasure rink is created and it could be moved and done anywhere. The big issue and concern is the hockey rink.

Motion by Johnson, second by Collison to approve Resolution 2015-297 as presented. Motion carried unanimously.

3. Consider Amendments to the City Code and Fee Schedule
    a. **Ordinance 627 to Amend The Code for the City of Isanti, Chapter 160, Fees**
    b. **Resolution 2015-298 Adopting Fees Within the City of Isanti**

Motion by Johnson, second by Collison to approve Ordinance 627 and Resolution 2015-298 as presented. Motion carried unanimously.

4. Extension of Water and Sanitary Sewer Rates
    a. **Ordinance 628 to Amend the Code for the City of Isanti, Chapter 325, Water**
    b. **Ordinance 629 to Amend the Code for the City of Isanti, Chapter 260, Sewer**

A utility fee study will be done in 2016. The rates being approved would be in place until the completion of that fee rate study which will tell the City where they need to be going forward.

Motion by Johnson, second by Collison to approve Ordinances 628 and 629 as presented. Motion carried unanimously.

5. **Resolution 2015-299 Approving Amended Job Descriptions, Job Titles, and Compensation - City Administrator and Human Resources/ City Clerk**

The Mayor stated that this had been previously planned and budgeted. Ms. Henning will now be the official City Clerk and taking those related duties from the City Administrator position to the Human Resources/City Clerk position.

Motion by Lundeen, second by Bergley to approve Resolution 2015-299 as presented. Motion carried unanimously.

6. **Resolution 2015-300 Approving the Contingent Promotion of Building Inspector Henly to Building Official Effective January 1, 2016**

The Mayor reported that this was contingent upon Henly passing his test.

Motion by Collison, second by Bergley to approve Resolution 2015-300 as presented. Motion carried unanimously.

7. **Resolution 2015-301 Approving Update to Market Tourism and Lodging Analysis Study**

The Mayor stated that this study was to obtain the new numbers reflected in the City's current economy into that study the City will be using for the hotel project.

Motion by Johnson, second by Lundeen to approve Resolution 2015-301 as presented. Motion carried unanimously.

8. **Resolution 2015-302 Establishing a Restricted Parking Zone Along a Section of Third Avenue NW**

The Mayor reported that there had been a request by the School District to have some parking limitations along Third Avenue NW. The Mayor stated that it seems an appropriate action; however, when the City does this type of thing it isn't always clear to the public why the City is always doing this. That is why this topic was pulled from the Consent Agenda. The Mayor wanted to be certain that residents understood why the parking restriction was being made. The School District asked that the signs be put up to help with safety concerns and traffic flow. The City determined that it was a reasonable request.

Motion by Lundeen, second by Bergley to approve Resolution 2015-302 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $930,804.37 and Payroll in the Amount of $117,789.49
2. Final Pay Request - No. 9 - Isanti BMX Building in the Amount of $78,943.15
3. Final Minutes of the November 10, 2015 Planning Commission Meeting
4. Final Minutes of the November 3, 2015 Economic Development Authority Meeting
5. **Resolution 2015-303** Accepting Building Official Rick Sames' Letter of Resignation
6. **Resolution 2015-304** Offering the Code Enforcement/ Zoning Technician Position to Mr. Matt Lindholm
7. **Resolution 2015-305** Approving an Escrow for the Alterations to an Illegal Accessory Structure and the Principle Structure to Bring it into Compliance at 315 Whiskey Rd SW
8. **Resolution 2015-306** Approving a Refund for Remaining Two Cities, One Community Event Balance
9. **Resolution 2015-307** to Enter into a Site Use Agreement Between the City of Isanti and Catholic Charities
10. **Resolution 2015-308** Amending the Snow Plowing Policy
11. **Resolution 2015-309** Approving Parks, Recreation and Culture Prioritized Repair List
12. **Resolution 2015-310** Authorizing Signatures and Identifying Official Signatures on Documents Pertaining to City Matters
13. **Resolution 2015-311** Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments

14. **Ordinance 630** to Uncombine the Office of City Clerk-Treasurer and Reestablish the Offices of City Clerk and City Treasurer - Designation of Finance Director as City Treasurer
15. Request for Liquor Store Employee Customer Service Training
16. **Resolution 2015-312** Approving to Sell the Forfeited 2001 Chevrolet Blazer S-10 at Public Auction
17. **Resolution 2015-313** Approving a Local Gambling Permit to the Knights of Columbus
18. **Resolution 2015-314** Approving a Local Gambling Permit to Victory Christian Center
19. Request to Purchase Two Standing Work Stations and Four File Cabinets for Staff Members
20. **Resolution 2015-315** Approving the Resignation of Part-Time Officer Paulsen and Approving to Replace the Vacancy in the Part-Time Police Officer Roster

Motion by Johnson second by Lundeen to approve the Consent Agenda as presented. Motion carried unanimously.

Adjournment

Motion by Lundeen second by Bergley to adjourn. Motion carried unanimously. Meeting adjourned at 7:24 p.m.

Respectfully Submitted,
Carla Scharber
Administrative Data Clerk

A Community For Generations.

Isanti

K.1.

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: January 5, 2016

Subject: Appointments to Committees and Boards

Appointments must be made for year 2016 for Advisory Committees, Commissions, and Boards. A copy of the year 2015 resolution is also attached for your reference, along with a blank Resolution prepared for year 2016

Planning Commission

Advertisements were placed to seek interested candidates for the Planning Commission. Applications for the open seat were received from Jim Kennedy and Luke Merrill. The term for this seat extends to December 31, 2018. This is for a 3 year term to December 31, 2018.

Park and Recreation Board

Lynn True's and Jamie Bergwick's terms on the Park and Recreation Board expired on December 31, 2015 and are therefore open. The Student Representative position formerly held by Maddie Anderson is also open. Advertisements were placed to seek interested candidates. Applications from Jamie Bergwick and Lynn True were received for the open Board positions. These are for a 3 year term to December 31, 2018.

EDA

There are no open seats to be filled this year for the EDA.

Action:
Interview of the subject candidates and make appointments for Planning Commission, Park and Recreation Board. Make appointments for members and representatives for City Commission and Advisory Boards for year 2016.

Planning Commission Interview Questions:

1) What is the Planning Commissions role?

2) What is the role of the Comprehensive Plan in the Planning Commission's decision making process?

3) Do you feel the current Comprehensive Plan applicable? Does it need to be changed? If so, how?

4) What is the purpose of a zoning code? Do you feel there are changes that need to be made?

5) If you are asked to make a decision on a matter before you that does not meet city requirements, yet you are in favor of, will you be able to uphold the City's standards?

6) What is your knowledge on conditional/interim use permits, zoning, variances, and plats?

7) Do you have planning or planning commissioner experience?

8) Do you volunteer within the Isanti Community?

9) Can you attend evening meetings sometimes lasting to 10pm or later?

A Community For Generations.

Isanti

Planning Commission

For consideration, please fill out the below information along with the attached conflict of interest statement signed and stated by you. Please submit all the information to:
Human Resources/Deputy City Clerk Karissa Henning. PO Box 428, Isanti, MN 55040 or
khenning@cityofisanti.us 763-444-5512

Name: Jim Kennedy E-mail: _____

Address: _____ *within City limits

Phone Number: _____

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

(City of Isanti Resident) Non-Resident of Isanti

State:
Education and / or Knowledge that will be useful to the Board
6 years on City Council

Why you are interested on being on the Board
To better serve the Commity

What is your vision of Isanti?
*Sonsible growth to help serve our Commity

Any other pertinent information that might to be taken into consideration. You may attach additional pages. have served on planning Commity before

DISCLOSURE FORM

All Public Officials for the City of Isanti are required to complete and file this Disclosure Form with the City Administrator in accordance with the provisions of the Conflicts of Interest Policy.

1. Affiliations with Agencies Doing Business with the City

Identify all positions as officer, director, partner, proprietor or employee of any firm or proprietary interest of ten percent (10%) or more in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City.

Name of Organization	Position Held	Compensation Involved
_____	_____	Yes _____ No _____
_____	_____	Yes _____ No _____
_____	_____	Yes _____ No _____

2. Real Property Owned in the City of Isanti

Identify real property items owned or being purchased by a Public Official, spouse, or child, or in which the Official has a beneficial interest. The actual value of any item is not required.
(Exclude homestead property.)

Property Item	Address	PID #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Assets

Identify all ownership or beneficial interests in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City where such interest exceeds ten percent (10%) of the total ownership.

Name of Organization

_____

_____

_____

_____ _____

Date Public Official

Please also provide the following:

_____
Current Address and Box Number if any

_____

_____
Home Phone Number

_____
Work Phone Number

_____
Cell Phone Number if Available

Received by the City Administrator/City Clerk on: _____

A Community For Generations.

Isanti

Planning Commission

For consideration, please fill out the below information along with the attached conflict of interest statement signed and stated by you. Please submit all the information to:
Human Resources/Deputy City Clerk Karissa Henning. PO Box 428, Isanti, MN 55040 or
khenning@cityofisanti.us 763-444-5512

Name: Luke J. Merrill E-mail: _____

Address: _____ * within City limits

Phone Number: _____

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

(City of Isanti Resident) Non-Resident of Isanti

State:

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

- University of Minnesota - Duluth: 2014 grad w/ B.A. Economics
- Economics club president, student leader, etc. B.A.S. Psychology
- Dean's Planning committee, Scholarship committee Minor: Business Administration

Why you are interested on being on the Board

- Becoming involved in Isanti & how it operates
- Making a leadership impact in the future

What is your vision of Isanti?

- Affordable, down-to-Earth, Friendly, organized, open w/ community

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

Resume Attached

(rec'd 10/2/15 KH)

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Name of Organization	Position Held	Compensation Involved
N/A		Yes _____ No _____
		Yes _____ No _____
		Yes _____ No _____

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(Exclude homestead property.)

Property Item	Address	PID #
N/A		

Assets

Identify all ownership or beneficial interests in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City where such interest exceeds ten percent (10%) of the total ownership.

Name of Organization

N/A

_____

_____

_____ _____

Date Public Official

Please also provide the following:

_____ _____

Current Address and Box Number if any

_____ _____

_____

Home Phone Number

_____

Work Phone Number

_____

Cell Phone Number if Available

Received by the City Administrator/City Clerk on: _____

Luke Merrill

OBJECTIVE

To get involved with the planning that happens within our community

EDUCATION

University of Minnesota Duluth UMD
Bachelor of Applied Science and **Bachelor of Arts**
Majors: **Psychology** and **Economics** Minor: **Business Administration**
Honors Graduate & Dean's List for Academic Excellence (Multiple Semesters)
Cumulative GPA: **3.34 / 4.00** (Completed 186 credits at graduation) June 2014

EXPERIENCE

Partnership, Google Inc. – Mountain View, CA June 2011 - Present

- Capture and edit video demonstrations from vehicle restorations: Focus on teaching others how to do automotive work
- Video content uploaded to YouTube & niche' companies contracted to advertise on this video content
- Drastically increased video business: over 8,000,000 video views on YouTube currently (averaging over 18,000 a day)

Business Consultant, Rat Rod Magazine – Shakopee, MN November 2013 - Present

- Brain-storm, analyze and evaluate solutions to improve business practices & sales of Rat Rod Magazine (300,000 issue/year)
- Primary focus on branding and advertising via Social networks; Secondary focus on Analytic evaluation & efficiency

Committee Member, UMD Committee for Awards, Recognition & Excellence – Duluth, MN September 2013 – June 2014

- Myself and 9 school administrators worked together to make scholarship and award recommendations
- We were responsible for allocation of $150,000+ of development funds

Peer Adviser, UMD Psychology department – Duluth, MN September 2012 – June 2014

- Worked on a team of Peer advisers: Advisee to roughly 750 students in the Psychology Undergraduate Program
- Teamwork, leadership, mentorship, enthusiasm, organization and communication were necessary skills for success
- Assigned lead of a marketing project to build publicity of peer advising: doubled Facebook "likes" and appointments

Golf Car Mechanic and Salesman, Roach Golf Cars – Cambridge, MN June 2012 – September 2013

- Assemble 1-2 new golf cars daily, sales & promotions of services, as well as analyze and troubleshoot repairs
- Engineered new ways to solve important applied problems (i.e. custom oil drain tool: decreased spills & time loss)

APPLIED RESEARCH & ANALYSIS

Research Assistant, UMD – Duluth, MN February 2014 – June 2014

- Worked with a senior professor examining the economic impact of competition in sports, totals 75 hours
- Literature review, data search and data analysis were primary responsibilities. Goal: publish findings in economics journal

Experimental Psychology Research, UMD – Duluth, MN September 2012 - May 2013

- Worked well on a team of 4 researchers: examined the effects of exercise on performance of individuals in a company
- Created experimental methods, collected data, wrote 50 page manuscript and presented findings at a psychology conference

EXTRACURRICULAR ACTIVITIES

President, Economics Club at UMD: coordinate & communicate w/ 4 officers, lead 70 members September 2012 – June 2014
Study Abroad: Business & Economic development in Peru, tour local businesses & analyze performance May 2014
Volunteer Mentor/Tutor, Laura MacArthur Elementary School, Duluth MN September 2011 - May 2012
Omicron Delta Epsilon, International Economics Honor Society, top Economics student at UMD September 2013 - Present

OTHER SKILLS & INTERESTS

Financed 100% of college expenses through planned investment, self-employment and part-time positions

Park & Recreation Board Member Interview Questions:

1) What is the Park & Recreation Board's role?

2) What is your vision of the park and recreational system for the City?

3) Do you have experience in parks and recreation or park and recreation member experience?

4) Do you volunteer within the Isanti Community?

5) Can you attend evening meetings that start at 6:00 p.m.?

A Community For Generations.

Isanti

Park, Recreation, and Culture Board

+

For consideration, please fill out the below information along with the attached conflict of interest statement signed and stated by you. Please submit all the information to:
Human Resources/Deputy City Clerk Karissa Henning. PO Box 428, Isanti, MN 55040 or
khenning@cityofisanti.us 763-444-5512

Name: Jamie Boggiek E-mail:

Address:

Phone Number:

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

(City of Isanti Resident) Non-Resident of Isanti

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

previous 3 year term

Why you are interested on being on the Board

staying involved in my community

What is your vision of Isanti?

a family friendly small town feel

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

rec'd 12/15/15 dlw

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		Yes _____ No _____
		Yes _____ No _____

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(Exclude homestead property.)

Property Item	Address	PID #
N/A		

Assets

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Name of Organization

N/A

12-09-15
Date

Public Official

Please also provide the following:

Current Address and Box Number if any

Isanti MN 55040

Home Phone Number

Work Phone Number

Cell Phone Number if Available

Received by the City Administrator/City Clerk on: _____

A Community For Generations.

Isanti

Park, Recreation, and Culture Board

For consideration, please fill out the below information along with the attached conflict of interest statement signed and stated by you. Please submit all the information to:
Human Resources/Deputy City Clerk Karissa Henning. PO Box 428, Isanti, MN 55040 or
khenning@cityofisanti.us 763-444-5512

Name: Lynn Tene E-mail: [redacted]

Address: [redacted]

Phone Number: [redacted]

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

(City of Isanti Resident) Non-Resident of Isanti

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

RN retired
previous PRC Board member

Why you are interested on being on the Board

support the well-being of Isanti residents and guests

What is your vision of Isanti?

a fun place to live and visit

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

especially aware of safety issues
committed to promoting wellness

Rec'd 12/30/13 RW 12:11 pm

DISCLOSURE FORM

All Public Officials for the City of Isanti are required to complete and file this Disclosure Form with the City Administrator in accordance with the provisions of the Conflicts of Interest Policy.

1. **Affiliations with Agencies Doing Business with the City**

Identify all positions as officer, director, partner, proprietor or employee of any firm or proprietary interest of ten percent (10%) or more in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City.

Name of Organization	Position Held	Compensation Involved
self - domain registration		Yes X No ____ (reimbursement only)
		Yes ____ No ____
		Yes ____ No ____

2. **Real Property Owned in the City of Isanti**

Identify real property items owned or being purchased by a Public Official, spouse, or child, or in which the Official has a beneficial interest. The actual value of any item is not required.
(Exclude homestead property.)

Property Item	Address	PID #
none		

Assets

Identify all ownership or beneficial interests in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City where such interest exceeds ten percent (10%) of the total ownership.

Name of Organization

none except as noted above

30 Dec 2015
Date

Public Official

Please also provide the following:

Current Address and Box Number if any

Home Phone Number

Work Phone Number

Cell Phone Number if Available

Received by the City Administrator/City Clerk on: _____

RESOLUTION NO. 2016-

RESOLUTION DESIGNATING COMMITTEES AND REPRESENTATIVES FOR CITY COMMISSIONS AND ADVISORY BOARDS FOR YEAR 2016

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

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

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2016:

Economic Development Authority	Mayor and City Council
Park Board	
Planning Commission	
Community Education	
C-I Arena Board	
Cable TV	
Civil Defense Director	
Fire District	
ICICLE	
North TH 65 Corridor Coalition	
School Liaison	
Chamber of Commerce Liaison	
Development Advisory Committee	
Finance Committee	
Building & Grounds Committee	
Personnel Committee	
C-I Bike/Walk Trail	
Liquor	
Police	
Public Works	
Public Works Labor Management Committee	- Guest Representative
Weed Inspector	

2. That the City Council appoints the following to act as Mayor Pro-tem in the absence of the Mayor: _____

3. That the Planning Commission, Economic Development Authority Board, and Park and Recreation Board shall meet on the date and times as designated as outlined on the attached schedule and posted at Isanti City Hall.

4. That the City Council designates the following individuals to the Park and Recreation Board for 2016:

Jenny Garvey	*(term expiration 12-31-2017)*
Aaron Zdon	*(term expiration 12-31-2016)*
_____	*(term expiration 12-31-2018)*
_____	*(term expiration 12-31-2018)*
_____	Council Representative
Maddie Anderson	Student Representative

5. That the City Council designates the following individuals to the Planning Commission for year 2016:

Jeff Duncan	*(term expiration 12-31-2017)*
Wayne Traver	*(term expiration 12-31-2016)*
Cindy Lind-Livingston	*(term expiration 12-31-2017)*
Greg Cesafsky	*(term expiration 12-31-2016)*
_____	*(term expiration 12-31-2018)*
_____	Council Representative
_____	Council Representative

6. That the City Council Economic Development Authority Board membership terms are as follows for year 2016:

Mayor and City Council:	
George Wimmer	(term expiration 12-31-2016)
Dan Collison	(term expiration 12-31-2016)
Adam Johnson	(term expiration 12-31-2016)
Paul Bergley	(term expiration 12-31-2016)
Steve Lundeen	(term expiration 12-31-2016)
Appointed Members:	
Tara Hallberg	(term expiration 12-31-2018)
Keith Dragisich	(term expiration 12-31-2020)

This resolution was duly adopted by the Isanti City Council this 5th day of January, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

RESOLUTION NO. 2015-002
Amended by Resolution 2015-012
Amended by Resolution 2015-052
Amended by Resolution 2015-064
Amended by Resolution 2015-251

RESOLUTION DESIGNATING COMMITTEES AND REPRESENTATIVES FOR CITY COMMISSIONS AND ADVISORY BOARDS FOR YEAR 2015

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

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

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2015:

Economic Development Authority	Mayor and City Council
Park Board	Wimmer
Planning Commission	Bergley, Lundeen
Community Education	Wimmer
C-I Arena Board	Wimmer
Cable TV	Lundeen
Civil Defense Director	Wimmer
Fire District	Lundeen (alternate - Johnson)
ICICLE	Bergley
North TH 65 Corridor Coalition	Bergley
School Liaison	Wimmer, Lundeen
Chamber of Commerce Liaison	Wimmer
Development Advisory Committee	Wimmer, Johnson
Finance Committee	Wimmer, Johnson
Building & Grounds Committee	Lundeen, Collison
Personnel Committee	Wimmer, Johnson
C-I Bike/Walk Trail	Wimmer
Liquor	Johnson, Collison
Police	Johnson, Collison
Public Works	Collison, Bergley
Public Works Labor Management	Wimmer - Guest Representative

Committee	
Weed Inspector	Wimmer

2. That the City Council appoints the following to act as Mayor Pro-tem in the absence of the Mayor: Councilor Collison

3. That the Planning Commission, Economic Development Authority Board, and Park and Recreation Board shall meet on the date and times as designated as outlined on the attached schedule and posted at Isanti City Hall.

4. That the City Council designates the following individuals to the Park and Recreation Board for 2015:

Jenny Garvey	*(term expiration 12-31-2017)*
Aaron Zdon	*(term expiration 12-31-2016)*
Lynn True	*(term expiration 12-31-2015)*
Jamie Bergwick	*(term expiration 12-31-2015)*
George Wimmer	Council Representative
Maddie Anderson	Student Representative

5. That the City Council designates the following individuals to the Planning Commission for year 2015:

Jeff Duncan	*(term expiration 12-31-2017)*
Wayne Traver	*(term expiration 12-31-2016)*
Cindy Lind-Livingston	*(term expiration 12-31-2017)*
Greg Cesafsky	*(term expiration 12-31-2016)*
Luke Merrill	*(term expiration 12-31-2015)*
Paul Bergley	Council Representative
Steve Lundeen	Council Representative

6. That the City Council Economic Development Authority Board membership terms are as follows for year 2015:

Mayor and City Council:	
George Wimmer	(term expiration 12-31-2015)
Dan Collison	(term expiration 12-31-2015)
Adam Johnson	(term expiration 12-31-2015)
Paul Bergley	(term expiration 12-31-2015)
Steve Lundeen	(term expiration 12-31-2015)
Appointed Members:	
Tara Hallberg	(term expiration 12-31-2018)
Keith Dragisich	(term expiration 12-31-2020)

This resolution was duly adopted by the Isanti City Council this 6th day of January, 2015.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung

City Administrator / City Clerk

2016 PLANNING COMMISSION MEETING
AND
APPLICATION SUBMITTAL DATES

Planning Commission Meeting Date	Application and Material Submittal Date
January 12, 2016	December 11, 2015
February 9, 2016	January 8, 2016
March 8, 2016	February 5, 2016
April 12, 2016	March 11, 2016
May 10, 2016	April 8, 2016
June 14, 2016	May 13, 2016
July 12, 2016	June 10, 2016
August 9, 2016	July 8, 2016
September 13, 2016	August 12, 2016
October 11, 2016	September 9, 2016
November 8, 2016	October 7, 2016
December 13, 2016	November 11, 2016

**Please Note: A complete application, as determined by City staff, must be received by 4:30 p.m. on the submittal date. Failure to submit a complete application will result in a delayed review and a future meeting date.*

DRAFT

2015 PARKS, RECREATION AND CULTURE BOARD MEETING
AND
APPLICATION SUBMITTAL DATES

Park and Recreation Board Meeting Date	**Application and Material Submittal Date**
January 26, 2016	January 20, 2016
February 23, 2016	February 17, 2016
March 22, 2016	March 16, 2016
April 26, 2016	April 20, 2016
May 24, 2016	May 18, 2016
June 28, 2016	June 22, 2016
July 26, 2016	July 20, 2016
August 23, 2016	August 17, 2016
September 27, 2016	September 21, 2016
October 25, 2016	October 19, 2016
November 22, 2016	November 16, 2016

**No meeting in December

**Please Note: All items must be submitted by noon on the submittal date. If the request requires a public hearing, the submittal date will be set for a month prior to the meeting date noted.*

2016 ECONOMIC DEVELOPMENT AUTHORITY MEETING SCHEDULE

The Economic Development Authority shall hold regular meetings immediately following the 1st 7:00 p.m. City Council Meeting on the 1st Tuesday of every month at Isanti City Hall. All meetings are held at Isanti City Hall at 110 1st Avenue NW, Isanti, MN 55040 in the City Council Chambers. The 2016 scheduled meeting dates are below:

January 5, 2016

February 2, 2016

March 2, 2016 (Wed.)

April 5, 2016

May 3, 2016

June 7, 2016

July 5, 2016

August 3, 2016 (Wed.)

September 6, 2016

October 4, 2016

November 1, 2016

December 6, 2016

K.2.

TO: Mayor Wimmer and City Council

FROM: Don Lorsung, City Administrator

DATE: December 14, 2015

RE: Designating Official Newspaper, Appointing Depositories, Professional Services, and Setting City Council Meetings for Year 2016

Newspaper Bids, Appointment of Depositories and Professional Services

Bids for the 2016 official city newspaper have been received from the Isanti-Chisago County Star and Isanti County News. Bids will be opened and read out loud at the Council meeting.

Attached is a Resolution designating the official City Newspaper, designation of depositories and appointment of professional services for the year 2016.

Regular City Council Meetings

The Resolution also sets City Council meetings per the attached schedule. Meetings are typically held at 7:00 p.m. on the first and third Tuesdays of the month. Regarding the regular meeting schedule, Wednesday meetings will be held this year due to Precinct Caucus (3/1/16) and National Night Out (per City Code – 8/2/16).

Council Workshops

City Council Workshops are set at the direction of the City Council. The City Council would call for the Workshop at the first regular meeting of the month. The Workshop would be held at 5:45 p.m. prior to the second regular City Council meeting of the month.

K.2.b

RESOLUTION NO. 2016-

RESOLUTION DESIGNATING AN OFFICIAL CITY NEWSPAPER, DEPOSITORIES, APPOINTMENT OF CITY ATTORNEY, CITY ENGINEER, CITY AUDITOR, PROFESSIONAL SERVICES AND SETTING CITY COUNCIL MEETINGS FOR YEAR 2016

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

WHEREAS, the City requested and received bids for the designation as the official city newspaper for 2016; and,

WHEREAS, the following bids and distribution numbers were received by the City:

Isanti County News	$ _____ per column inch (____lines/inch) _____ distributions in 55040/Isanti
Isanti-Chisago County Star	$ _____ per column inch; (____ lines/inch) _____ distributions in City of Isanti

WHEREAS, the City Council has determined that to best serve the City needs, two regular monthly meetings are required per month; and

WHEREAS, Minn. Stat. No. 412.191, subd. 2 allows for the City to have as many meetings as required to complete City business; and

Now therefore be it resolved by the City Council of the City of Isanti, Minnesota as follows:

1. That the City accepts and designates the _____ as the official newspaper for 2016 at a rate of $ _____ per column inch, at ____ lines/inch, 7-8 point type.

2. That the following institutions and organizations are designated as follows:

Depositories:	Community Pride Bank Landmark Community Bank Minnco Credit Union Morgan Stanley Smith Barney LLC
City Attorney	Joslin & Moore Law Offices, P.A.
City Engineer	Bolton & Menk, Inc.
City Auditor	Abdo, Eick & Meyers, LLP
Financial Advisor.....	Northland Securities, Inc.
Bond Counsel.....	Briggs & Morgan

3. The regular meetings of the City Council are set forth for the year 2016 as attached. Special meetings and work sessions will be announced.

This resolution was duly adopted by the Isanti City Council this 5th day of January, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

CITY OF ISANTI
MEETING SCHEDULES
All meetings held at City Hall

2016 City Council
Regular Meeting Schedule

All Regular meetings are scheduled for the 1st and 3rd Tuesdays of each month at 7:00 p.m. unless otherwise posted

***City Council Goal Setting Session held on the last Monday in January**

Work Sessions are held as called at 5:45 p.m. prior to the second regular City Council meeting of the month. Work Sessions will be called and announced by the City Council at the first regular City Council meeting of the month.

January 5	July 5
January 19	July 19
January 25* (Mon)	--
--	
February 2	August 3 (Wed)
February 16	August 16
--	--
March 2 (Wed)	September 6
March 15	September 20
--	--
April 5	October 4
April 19	October 18
--	--
May 3	November 1
May 17	November 15
--	--
June 7	December 6
June 21	December 20
--	--

A Community For Generations.

Isanti

K.3.

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: January 5, 2016

Subject: Resolution Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments

---

Attached is the annual Resolution authorizing signors for the purpose of maintaining the City's finances for investments, transfer of funds and signing checks.

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING SIGNATURES FOR THE PURPOSE OF ACCESSING AND MAINTAINING CITY FUNDS AND INVESTMENSTS

WHEREAS, the City of Isanti must account for receipts and payables as a part of maintaining accurate accounting procedures; and

WHEREAS, City funds are maintained in financial institutions as designated by resolution and authorized by Council; and

WHEREAS, it has been identified that these investments and funds must be accessed and maintained by authorized personnel; and

WHEREAS, due to change in staff and/or City Council, the City Council finds it is in the best interest of the City to redefine authorized personnel to place their signatures on investment and financial documents.

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

1. The following are hereby authorized to place their signatures on such documents that are required to provide for investments, transferring of funds and signing of checks for the purpose of maintaining city finances

Mayor	George Wimmer
Mayor Pro-Tem	_____
Finance Director	Brenda Frechette
City Administrator	Donald Lorsung
Human Resources/ City Clerk	Karissa Henning

2. Mayor Pro-Tem signature is only required in the absence of the Mayor.

3. City Administrator's signature is only required in the absence of the Human Resources/ City Clerk or Finance Director.

4. That this resolution shall supersede any past resolutions.

This resolution was duly adopted by the Isanti City Council this 5th day of January 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

K.4.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 5, 2016

Subject: A Resolution Setting a Public Hearing to Vacate a Drainage and Utility Easement within Lots 1, Block 1, Isanti Commons First Addition.

Background

Isanti Commons First Addition is located East of Highway 65 and South of Heritage Boulevard, where the new Coborn's grocery store is to be constructed. This property is being split to allow for development on the southern portion of the lot, thus requiring the vacation of a drainage and utility easement so as not to impede development. Drainage will be directed to an alternate easement location within the newly platted lot. The plat request will be presented to the Planning Commission on January 12th, 2016 and to the City Council on January 19th, 2016.

Vacations require a 30 day notice prior to the public hearing.

Staff Request

Set a public hearing for Tuesday, February 16th, 2016.

Attachments

- Resolution No. 2016-XXX
- Property Survey showing Easement Location

CITY OF ISANTI
COUNTY OF ISANTI
STATE OF MINNESOTA

RESOLUTION NO. 2016-

A RESOLUTION SETTING A PUBLIC HEARING ON AN EASEMENT VACATION

THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Council of the City of Isanti pursuant to Minnesota Statute 412.851 desires to consider the vacation of an easement legally described as:

That part of Outlot A, ISANTI COMMONS, Isanti County, Minnesota, described as follows: Commencing at the northeast corner of said ISANTI COMONS; thence South 01 degrees 10 minutes 49 seconds East on an assumed bearing along the East line of said ISANTI COMMONS, a distance of 754.53 feet; thence southwesterly a distance of 141.09 feet along a tangential curve concave northwesterly having a central angle of 26 degrees 56 minutes 47 seconds and a radius of 300.00 feet; thence North 60 degrees 00 minutes 37 seconds West, a distance of 30.09 feet to the point of beginning; thence continuing on said line North 60 degrees 00 minutes 37 seconds West, a distance of 84.12 feet; thence South 29 degrees 59 minutes 23 seconds West, a distance of 51.58 feet; thence South 60 degrees 00 minutes 37 seconds East, a distance of 113.95 feet; thence North 32 degrees 50 seconds 58 minutes East, a distance of 15.83 feet; thence northeasterly a distance of 35.80 feet along a tangential curve concave northwesterly having a central angle of 07 degrees 35 minutes 48 seconds and a radius of 270.00 feet to the point of beginning.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, COUNTY OF ISANTI, MINNESOTA:

1. The Council will consider the vacation of such easement and a public hearing shall be held on such proposed vacation(s) on the 19th day of February 2016, before the City Council in the City Hall located at 110 First Avenue NW at 7:00 p.m.
2. The City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council this 5th day of January 2016.

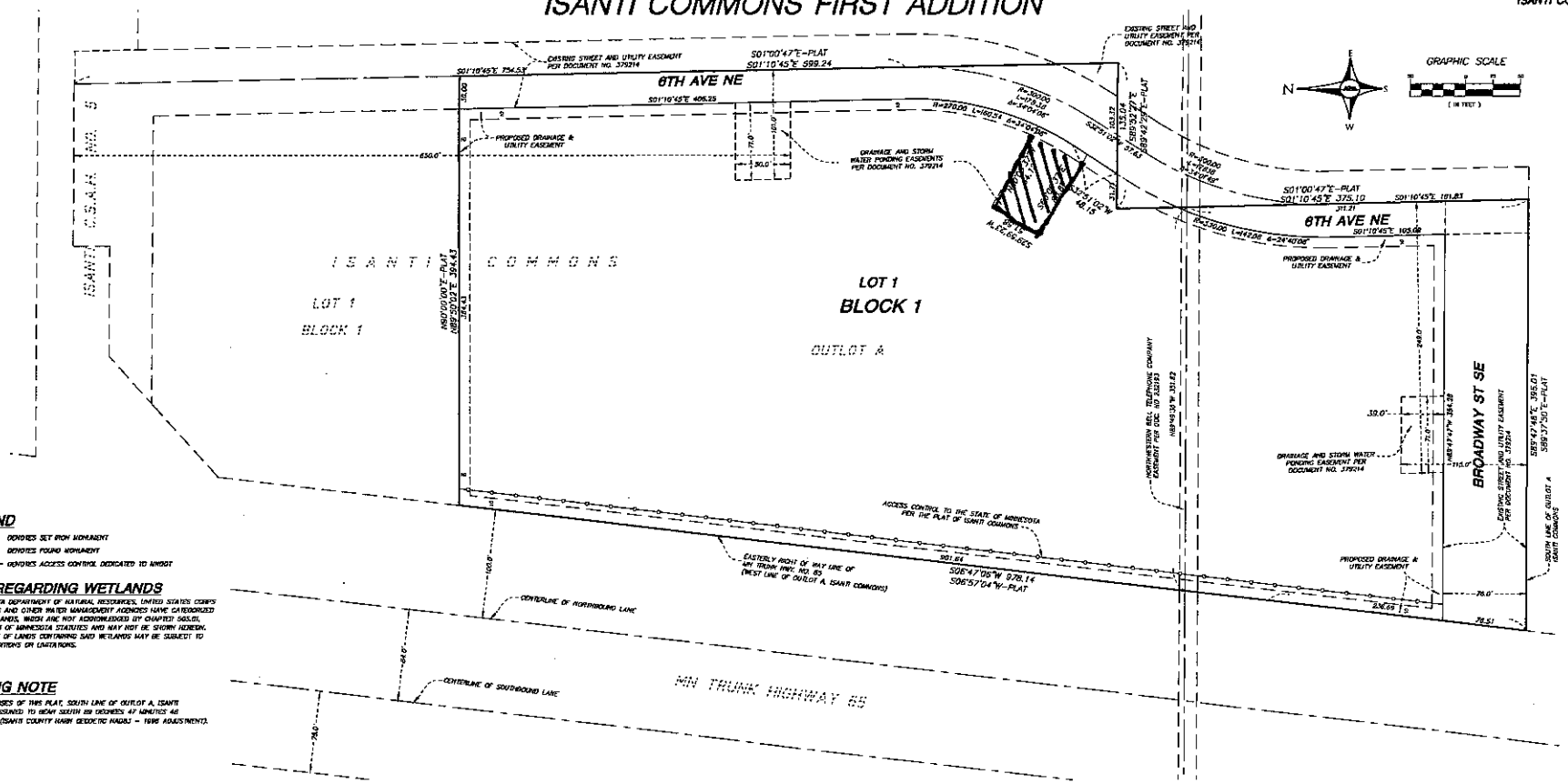
_____
George A. Wimmer, Mayor

ATTEST:

_____
Karissa A. Henning
City Clerk/Human Resources

ISANTI COMMONS FIRST ADDITION

SEC. 29, TWP. 35, RNG. 29
ISANTI COUNTY



LEGEND

- ○ DENOTES SET IRON MONUMENT
- ● DENOTES FOUND MONUMENT
- ——o—— DENOTES ACCESS CONTROL DEDICATED TO MNDOT

NOTE REGARDING WETLANDS

THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES, UNITED STATES CORPS OF ENGINEERS AND OTHER WATER MANAGEMENT AGENCIES HAVE CATEGORIZED VARIOUS WETLANDS, WHICH ARE NOT ACKNOWLEDGED BY CHAPTER 505.01, SUBDIVISION 3 OF MINNESOTA STATUTES AND MAY NOT BE SHOWN HEREON. DEVELOPMENT OF LANDS CONTAINING SAID WETLANDS MAY BE SUBJECT TO SPECIAL CONDITIONS OR LIMITATIONS.

BEARING NOTE

FOR THE PURPOSES OF THIS PLAT, SOUTH LINE OF OUTLOT A, ISANTI COMMONS, IS ASSUMED TO BEAR SOUTH 89 DEGREES 43 MINUTES 46 SECONDS EAST (ISANTI COUNTY HARN GEODETIC RADIO – 1996 ADJUSTMENT).

KNOW ALL MEN BY THESE PRESENTS: That Isanti Holdings, LLC, owner and proprietor of the following described property situated in the County of Isanti, State of Minnesota, to wit:

Outlot A, ISANTI COMMONS, Isanti County, Minnesota.

Subject to easements, restrictions, or reservations of record, if any.

Has caused the same to be surveyed and platted as ISANTI COMMONS FIRST ADDITION and do hereby donate and dedicate to the public for public use forever the public ways as shown on this plat, and also dedicating the easements as shown on this plat for public utility and/or drainage purposes only.

In witness whereof said Isanti Holdings, LLC has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

_____
Kevin L. Christianson, President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument by Kevin L. Christianson, President of Isanti Commons, LLC, a Minnesota limited liability corporation, on behalf of the corporation, was acknowledged before me this _____ day of _____, 20____.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that I have surveyed and platted or directly supervised the surveying and platting of the land described on this plat; that this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated on the plat; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of this date are shown and labeled; and all public ways are shown and labeled; and that there are no wetlands, as defined in MS 505.01, Subd. 3, or public highways to be designated other than shown. (Subject to note regarding wetlands on the face of this plat.)

DRAFT
Kyle J. Roddy, Land Surveyor
Minnesota License Number 42627

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kyle J. Roddy, Land Surveyor, Minnesota License Number 42627.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that this plat has been checked and recommended for approval as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20____.

_____
Isanti County Surveyor
Minn. License No. _____

Approved by the City Council of Isanti, Minnesota, this _____ Day of _____, 20____, and is in compliance with the provisions of Chapter 505.03, Subd. 2, Minnesota Statutes.

_____ _____
Mayor City Administrator

Approved as to form and execution this _____ day of _____, 20____.

_____
Isanti City Attorney

Recommended for approval this _____ day of _____, 20____.

_____
Isanti City Engineer

Approved by the Planning Commission of the City of Isanti, Minnesota on this _____ day of _____, 20____.

_____ Attest _____
Chairperson Secretary

I hereby certify that the taxes for the year _____ on this property described herein have been paid and that there are no delinquent taxes and transfer entered on this _____ day of _____, 20____.

_____ By_____, Deputy
Isanti County Auditor–Treasurer

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20____ at _____ o'clock ___.M. and was duly recorded as Document No. _____.

_____
County Recorder, Isanti County, Minnesota

APA CONSULTING ENGINEERS & SURVEYORS
CAMBRIDGE, MN

K.5.

MEMO

To: Mayor George Wimmer and Members of City Council

From: Katie Everett, Community Events & Parks Coordinator

Date: January 5, 2016

Subject: Resolution Approving Staff to Submit Applications for Grants Pertaining to Activities in Parks, Recreation and Culture Department for 2016-2017

Background

Staff has been made aware that the City would be eligible to apply for funding of grant dollars to help support some of the city's community, park and recreation initiatives. Due to the short notice of when staff is made aware of the potential grant opportunities, staff may need to apply in a short timeframe.

Two such grant opportunities that staff is proposing to apply for are the 2016 Innovation Fund grant program through the Initiative Foundation and the Outdoor Recreation Grant Program through the Minnesota Department of Natural Resources.

Staff Request

Staff is requesting approval for submission of applications to grants that pertain to the Parks, Recreation and Culture department. Submittal of any grants that fit within the described areas will be based upon City staff's discretion and their ability to complete the background work to submit the application.

City staff is requesting action on this item.

Attachment

- Resolution 2016-XXX

RESOLUTION 2016-

A RESOLUTION APPROVING STAFF TO SUBMIT APPLICATIONS FOR GRANTS PERTAINING TO ACTIVITIES IN PARKS, RECREATION AND CULTURE DEPARTMENT FOR 2016-2017

WHEREAS, City staff has been notified of eligible grant opportunities; and,

WHEREAS, the 2016 Innovation Fund grant program through the Initiative Foundation is available to the City of Isanti for submittal; and,

WHEREAS, the Outdoor Recreation Grant Program through the Minnesota Department of Natural Resources is available to the City of Isanti for submittal; and,

WHEREAS, City staff has approval for submission of applications to grants listed above and to future grant opportunities that pertain to the Parks, Recreation and Culture department. Submittal of grants that fit within the described areas will be based upon City staff's discretion and their ability to complete the background work to submit the application; and,

WHEREAS, if awarded funding through grant opportunities as outlined in this resolution, funds would be accepted through City Council and distributed through the Parks, Recreation and Culture fund; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve City staff to apply for grant opportunities that pertain to Community Events & Parks.

This Resolution hereby approved by the Isanti City Council this 5th day of January 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

K.6.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 5, 2016

Subject: A Resolution Amending the Resignation Date of Building Official Rick Sames.

Background

In light of the recent submission of the footings, foundation and building shell plans for the Coborn's grocery store; Mr. Sames has agreed to amend his resignation date in order to assist Building Official Henly with the first review of a major commercial project. Mr. Sames and Mr. Henly are confident the initial review can be completed by January 8, 2016.

Mr. Sames amended date of resignation will be January 8, 2016. His wages and benefits will be covered by the funds that have been budgeted for "as-needed" contracted services with Mr. Sames after his retirement.

Staff Request

Consideration of an amendment to Resolution No. 2015-303.

Attachments

- Resolution No. 2016-XXX
- Resolution No. 2015-303

RESOLUTION NO. 2016-

RESOLUTION AMENDING BUILDING OFFICIAL RICK SAMES' DATE OF RESIGNATION

WHEREAS, Building Official Rick Sames had submitted a letter of resignation to the City of Isanti and presented this to the Community Development Director on November 30, 2015; and

WHEREAS, the effective date of resignation was Thursday, December 31, 2015 and was accepted by the City Council on December 15, 2015; and,

WHEREAS, in an effort to assist this City in a major commercial project, Mr. Sames has agreed to extended his date of resignation to Friday, January 8, 2016; and,

WHEREAS, the time period between the letter of resignation and the new resignation date is still in compliance with the personnel policy for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the extension of the resignation of Building Official Rick Sames is hereby accepted effective January 5, 2016. Sames' final day of work with the City will be Friday, January 8, 2016.

2. That Sames shall be entitled to receive terminal benefits from his anniversary date of September 2, 2003 through his final date of employment as provided in the Personnel Policy.

This resolution was duly adopted by the Isanti City Council this 5th day of January, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2015-303

RESOLUTION ACCEPTING BUILDING OFFICIAL RICK SAMES' LETTER OF RESIGNATION

WHEREAS, Building Official Rick Sames has submitted a letter of resignation to the City of Isanti and presented this to the Community Development Director on November 30, 2015; and

WHEREAS, the effective date of this resignation is Thursday, December 31, 2015; and,

WHEREAS, the time period between the letter of resignation and the effective resignation date is in compliance with the personnel policy for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Building Official Rick Sames is hereby accepted effective November 30, 2015. Sames' final day of work with the City will be Thursday, December 31, 2015.

2. That Sames shall be entitled to receive terminal benefits from his anniversary date of September 2, 2003 through his final date of employment as provided in the Personnel Policy.

3. That Human Resources and the City Administrator are hereby directed to fill the position.

This resolution was duly adopted by the Isanti City Council this 15th day of December, 2015.

Mayor George A. Wimmer

Attest:

Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

K.7.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: December 14, 2015

Subject: **Mini-Grant - Preliminary Breath Test (PBT)**

Background:

The City Council had authorized the Chief of Police to apply for the Safe and Sober Grant Acceptance in June of 2015. This grant provides extra patrol and heightened enforcement for seatbelt usage, DUI enforcement and speeding violations which all tend to be the most dangerous actions that lead to injury and death of the motoring public.

There is a mini-grant available to replace the aging Preliminary Breath Test –PBT's that the City owns. One of the PBT's is not holding calibration and the other in many years old and is reaching its life expectancy.

Action:

I am requesting that the City Council to review and consider this request to apply for the mini-grant to replace the PBT's.

Supportive Documentation:

2016 Solicitation for Requests for Preliminary Breath Testers with Lockout

The Minnesota Department of Public Safety's Office of Traffic Safety (OTS) is seeking requests from single law enforcement agencies who commonly stop vehicles for traffic safety violations and are interested in receiving Preliminary Breath Testers (PBT) with a Lockout Enabled. Federal funding for these PBTs is received by OTS from the National Highway Traffic Safety Administration.

The PBTs are Alco-Sensor IV models that have the additional feature of becoming locked, and therefore not useable, when they have not been calibrated within the last 30 days. Notices of the impending lockout will be given seven days before the lockout occurs. Once locked, they will become useable again only after they have been calibrated. OTS is not able to provide the PBTs under this grant without the lockout enabled due to the fact that your agency may have purchased those models in the past and that would supplanting which is not allowed with federal funds.

OTS has a simple Survey Monkey questionnaire that will serve as your request for the devices. A copy of the questionnaire is attached on the next page to help you in preparing to complete the Survey Monkey questionnaire. NOTE The request can only be received by OTS via the Survey Monkey; paper copies are not accepted. Once the requests have been received, OTS will determine how many, if any, each requesting agency will receive based on the answers to the Survey Monkey questions and the available money. OTS will purchase the PBTs and give them to our traffic safety law enforcement liaisons who will distribute them to the individual agencies. Serial numbers of the PBTs for the individual agencies will be tracked by the liaisons. In the future, the liaisons will spot check and inventory the PBTs to ensure they are still in use for their intended purpose.

The PBTs cannot be traded in, sold, or disposed of in any way unless the OTS has approved the trade in, sale or disposal before it occurs. If an agency finds it cannot use the PBTs after receiving them, the PBTs should be returned to OTS via your traffic safety law enforcement liaison.

You must complete the Survey Monkey questionnaire by 5:00 p.m. on January 11, 2016.

Questions on this solicitation must be directed to Susie Palmer on or before December 31, 2015; no one else is authorized to answer questions and answers from other may be incorrect. Questions asked and their answers will be posted on the Law Enforcement Partners page on the OTS Web site.

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR THE MINI-GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY - OFFICE OF TRAFFIC SAFETY FOR THE PRELIMINARY BREATH TEST (PBT'S)

WHEREAS, the Isanti Police Department has the opportunity to apply for a mini-grant with the Minnesota Department of Public Safety – Office of Traffic Safety; and

WHEREAS, the Police Department makes use of grant opportunities to provide better service to the community; and

WHEREAS, the City of Isanti Police Department is in need of replacing several of its aging PBT's; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the Chief of Police to apply for the mini-grant available through the Minnesota Department of Public Safety – Office of Traffic Safety for the replacement of the aging PBT's.

This resolution was duly adopted by the Isanti City Council this 5th day of January, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

K.8.

MEMO

To: Mayor Wimmer and City Council

From: Karissa Henning, Human Resources/City Clerk

Date: January 5, 2016

Subject: Conflict of Interest Policy

City Attorney Clark Joslin will do the annual review of the Conflict of Interest Policy with the City Council.

The current Conflict of Interest Policy (Resolution) is attached for your review and consideration. The original Policy was developed and adopted in 2003.

Disclosure forms (also attached) should be completed by the City Council and returned to the City Administrator.

RESOLUTION NO. 2016-XXX

CITY OF ISANTI
CONFLICTS OF INTEREST POLICY

Purpose

The City Council of the City of Isanti confirms its determination that ethical standards among the Mayor and Council Members and members of the various Boards and Commissions and employees of the City (Public Officials) are essential to the proper conduct of City affairs. By eliminating conflicts of interest and providing a guide for conduct in City matters, the City Council strives to promote the faith and confidence of the citizens of the City in their government. The following standards of conduct are intended to serve as a guideline for Public Officials in carrying out their responsibilities. This Policy is in addition to any statutory requirements, Attorney General Opinions or court rulings, which prescribe allowable actions for Public Officials.

Definition

Public Officials shall be defined as follows:

Mayor
City Council
Planning Commission
Economic Development Authority
Parks, Recreation, and Culture Board
City Administrator ~~/ City Clerk~~
Human Resources / ~~Deputy~~ City Clerk
Finance Director / Treasurer ~~/ Asst. City Administrator~~
Economic Development Director
Community Development Director
Public ~~Works~~ Services Director
Chief of Police
Liquor Store Manager
Building Official
City Attorney
City Engineer
Other employees of the City of Isanti

Standards of Conduct

1. Public Officials, City employees, and Police Reserve members:

   a) Shall not use their positions to secure special privileges or exemptions for themselves or others to intentionally jeopardize the position of employment of others;

b) Shall not engage in, solicit, negotiate for, or promise to accept private employment nor shall they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties;

c) Shall not participate in deliberations in any matter before the Council, Board or Commission, which affects that Public Official's, Public Official's spouse or minor child's financial interests directly or indirectly or those of a business, profession or occupation with which the Public Official is associated. Whenever such conflict is recognized, the affected Public Officials shall disclose in writing such interest prior to any discussion or vote and disqualify themselves from any further involvement pertaining to the issue;

d) Shall not act as agent or attorney for another in any matter before the Council or any Board or Commission or before any court or administrative board in any matter in which the City is a party;

e) Shall not directly or indirectly receive, or agree to receive, any compensation, gift or reward or gratuity as an inducement to support or influence any matter or proceeding connected with, or related to, the duties of the office; The following types of gifts are permitted under exceptions to the law:

1) Lawful campaign contributions.

2) Services to assist an official in the performance of official duties.

3) Services of insignificant monetary value.

4) A plaque or similar item.

5) A trinket or item of insignificant monetary value.

6) Informational material of unexceptional value.

7) Food or beverage given at a reception, meal, or meeting by an organization before whom the recipient makes a speech or answers questions as part of a program (this exception is only available if the location of the reception, meal, or meeting is away from the recipient's place of work).

8) Gifts given because of the recipient's membership in a group.

9) Gifts between family members.

f) Shall not disclose to others or use to further their personal interest confidential information acquired by them in the course of their official duties.

2. Any Public Official who is an officer, director, partner, agent, proprietor or employee of any firm or has a proprietary interest of 10 percent (10%) or more in any company,

business, enterprise or corporation, partnership, labor union or association doing business with the City shall make known that interest in writing as provided in the disclosure section of this Policy.

3. No Public Official nor business entity that the Public Official has a financial interest in, in excess of 10 percent (10%), shall enter into any contract with the City unless otherwise authorized by law.

4. Public Officials shall disclose to the governing body any relationship to another person or entity in any instance where there is a conflict of interest or could be the appearance of a conflict of interest.

5. Public Officials shall not have a personal financial interest in any sales, lease, or contract that they are authorized to make in their official capacities.

6. A Public Official shall not hold two positions if the positions' functions are incompatible with one another.

Disclosures

Public Officials, elected or appointed and employees serving as Department Heads or Supervisors, shall, no later than thirty (30) days following election or appointment to office and each year thereafter by February 1, complete the Disclosure Form and return it to the City Administrator. All subsequent applicants for appointment on Boards and Commissions shall file a completed Disclosure Form together with the application form. Within thirty (30) days after the acquisition or sale of any property, each Public Official shall file as a public record with the City Administrator, a list of all real property in the City owned by such person, that person's spouse, or minor child, or in which the Public Official has a beneficial interest, disclosing each individual item held, and by whom. Homestead shall be excluded from the above disclosure. Each Public Official shall disclose all positions as officer, director, partner, agent, proprietor or employee of any firm in which such Public Official has a proprietary interest of ten percent (10%) or more in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City, and indicate with respect to each such relationship whether services are gratuitous or for compensation.

Disclosure Form

The disclosure information required by this Policy shall be set forth on a form which shall be made available by the City Administrator and is part of this Policy.

Discipline

Upon a signed written complaint of any person questioning adherence to this Policy or on the Council's own volition, the Council shall refer the matter to the City Attorney for investigation and the City Attorney shall report the results of the investigation to the Council within forty-five (45) days thereafter. A copy of such report shall be furnished to the person complained against. Such person may request a hearing on this matter before the Council which request shall be filed

with the City Administrator not later than ten (10) days following receipt by such person of the City Attorney's report.

Upon receipt of the City Attorney's report and at the conclusion of any hearing on the matter, the Council by majority vote may dismiss the complaint as having no merit, may adopt a resolution of censure, or with respect to members of Boards and Commissions, the Council may remove a member from such Board or Commission. In the event the complaint is against a member of the Council, such member shall not participate in the Council's deliberations or vote on the issue.

Violations

Any Public Official who violates the Conflict of Interest Law can be found guilty of a gross misdemeanor, be fined up to $3,000, and imprisoned for up to one year. Any contract that has been made illegally is void.

This Resolution is hereby approved by the Isanti City Council this 5th day of January, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

DISCLOSURE FORM

All Public Officials for the City of Isanti are required to complete and file this Disclosure Form with the City Administrator in accordance with the provisions of the Conflicts of Interest Policy.

1. Affiliations with Agencies Doing Business with the City

Identify all positions as officer, director, partner, proprietor or employee of any firm or proprietary interest of ten percent (10%) or more in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City.

Name of Organization	Position Held	Compensation Involved
_____	_____	Yes _____ No _____
_____	_____	Yes _____ No _____
_____	_____	Yes _____ No _____

2. Real Property Owned in the City of Isanti

Identify real property items owned or being purchased by a Public Official, spouse, or child, or in which the Official has a beneficial interest. The actual value of any item is not required.
(Exclude homestead property.)

Property Item	Address	PID #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Assets

Identify all ownership or beneficial interests in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City where such interest exceeds ten percent (10%) of the total ownership.

Name of Organization

_____

_____

_____

_____ _____

Date Public Official

Please also provide the following:

_____
Current Address and Box Number if any

_____

_____
Home Phone Number

_____
Work Phone Number

_____
Cell Phone Number if Available

Received by the City Administrator on: _____

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Isanti

CITY OF ISANTI

*Check Summary Register©

L.1.

December 2015

AP151203

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043029	WINTER GREENS	12/14/2015	$154.62
Paid Chk# 043030	WEX BANK	12/14/2015	$1,136.17
Paid Chk# 043031	7-UP BOTTLING	12/14/2015	$177.00
Paid Chk# 043032	ASPEN EQUIPMENT CO.	12/14/2015	$183.71
Paid Chk# 043033	BERNICK'S PEPSI-COLA	12/14/2015	$508.30
Paid Chk# 043034	CENTURYLINK BUSINESS SERVI	12/14/2015	$31.18
Paid Chk# 043035	CHILSON JEWELERS	12/14/2015	$62.00
Paid Chk# 043036	DAHLHEIMER DISTRIBUTING CO	12/14/2015	$982.35
Paid Chk# 043037	ECM PUBLISHERS, INC.	12/14/2015	$199.25
Paid Chk# 043038	GAMETIME	12/14/2015	$185.10
Paid Chk# 043039	HENRYS WATERWORKS,INC.	12/14/2015	$1,048.99
Paid Chk# 043040	INDIAN ISLAND WINERY	12/14/2015	$111.84
Paid Chk# 043041	J. J. TAYLOR	12/14/2015	$748.09
Paid Chk# 043042	JOHNSON BROTHERS LIQUOR	12/14/2015	$10,280.15
Paid Chk# 043043	KAWALEK TRUCKING	12/14/2015	$188.00
Paid Chk# 043044	KODRU EQUIPMENT	12/14/2015	$2,298.17
Paid Chk# 043045	LITTLE FALLS MACHINE	12/14/2015	$46.77
Paid Chk# 043046	MCDONALD DISTRIBUTING CO.	12/14/2015	$3,111.05
Paid Chk# 043047	MENARDS - CAMBRIDGE	12/14/2015	$55.83
Paid Chk# 043048	MINNESOTA DEED	12/14/2015	$1,498.62
Paid Chk# 043049	MN DEPT OF LABOR	12/14/2015	$1,432.76
Paid Chk# 043050	MN DEPT OF REVENUE	12/14/2015	$17,982.00
Paid Chk# 043051	MVTL LABORATORIES, INC.	12/14/2015	$211.20
Paid Chk# 043052	NORTH BRANCH ELECTRIC	12/14/2015	$298.03
Paid Chk# 043053	PHILLIPS WINE & SPIRITS, INC.	12/14/2015	$4,316.44
Paid Chk# 043054	RJM DISTRIBUTING, INC.	12/14/2015	$274.75
Paid Chk# 043055	SOUTHERN WINE & SPIRITS	12/14/2015	$493.14
Paid Chk# 043056	ST.PAUL STAMP WORKS	12/14/2015	$28.05
Paid Chk# 043057	SULLIVAN, SEAN	12/14/2015	$16.56
Paid Chk# 043058	TOSHIBA FINANCIAL SERVICES	12/14/2015	$276.19
Paid Chk# 043059	VIKING COCA-COLA BOTTLING	12/14/2015	$179.65
Paid Chk# 043060	WAL MART	12/14/2015	$130.62
Paid Chk# 043061	WATSON CO., INC.	12/14/2015	$506.30
Paid Chk# 043062	WBM WINE & SPIRITS, INC.	12/14/2015	$4,911.55
Paid Chk# 043063	WEX BANK	12/14/2015	$668.09
Paid Chk# 043064	WINE MERCHANTS	12/14/2015	$120.00
Paid Chk# 043065	WOODLAND HILL VINEYARDS LL	12/14/2015	$171.00
Paid Chk# 043066	ZABINSKI BUSINESS	12/14/2015	$105.00
Paid Chk# 043067	ZARNOTH BRUSH WORKS, INC.	12/14/2015	$454.00
		Total Checks	$55,582.52

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Isanti

CITY OF ISANTI

*Check Summary Register©

December 2015

AP151204

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043073	TITLE SMART INC	12/23/2015	$29.72
Paid Chk# 043074	ADVANTAGE CONSTRUCTION	12/23/2015	$4.00
Paid Chk# 043075	A-TEAM CONSTRUCTION, INC.	12/23/2015	$8.00
Paid Chk# 043076	BASSING ELECTRIC	12/23/2015	$4.00
Paid Chk# 043077	BELLBOY CORPORATION	12/23/2015	$3,763.54
Paid Chk# 043078	BERNICK'S PEPSI-COLA	12/23/2015	$632.70
Paid Chk# 043079	BOLTON & MENK, INC.	12/23/2015	$4,400.00
Paid Chk# 043080	BROCK WHITE COOMPANY LLC	12/23/2015	$1,177.25
Paid Chk# 043081	CENTURYLINK	12/23/2015	$752.60
Paid Chk# 043082	CLAYMOR ELECTRIC LLC	12/23/2015	$4.00
Paid Chk# 043083	DAHLHEIMER DISTRIBUTING CO	12/23/2015	$5,655.50
Paid Chk# 043084	DARWIN, EDWARD	12/23/2015	$4.00
Paid Chk# 043085	DOUGLAS-KERR UNDERGROUN	12/23/2015	$38,503.62
Paid Chk# 043086	EARL F. ANDERSEN	12/23/2015	$694.50
Paid Chk# 043087	ECM PUBLISHERS, INC.	12/23/2015	$96.75
Paid Chk# 043088	EDINA REALTY TITLE	12/23/2015	$50.01
Paid Chk# 043089	ELECTRO WATCHMAN, INC.	12/23/2015	$272.53
Paid Chk# 043090	FERGUSON ENTERPRISES	12/23/2015	$375.45
Paid Chk# 043091	GROESS, RICHARD	12/23/2015	$85.00
Paid Chk# 043092	HENRYS WATERWORKS,INC.	12/23/2015	$270.25
Paid Chk# 043093	HOME SECURITY ABSTRACT	12/23/2015	$24.57
Paid Chk# 043094	IVES, JERRY	12/23/2015	$8.00
Paid Chk# 043095	J. BECHER & ASSOCIATES INC	12/23/2015	$4.00
Paid Chk# 043096	JACOBI, JOHN	12/23/2015	$19.27
Paid Chk# 043097	JOHN HIRSCH'S	12/23/2015	$55.21
Paid Chk# 043098	JOHNSON BROTHERS LIQUOR	12/23/2015	$5,941.28
Paid Chk# 043099	KAWALEK TRUCKING	12/23/2015	$98.60
Paid Chk# 043100	LOWMAN, RON	12/23/2015	$83.05
Paid Chk# 043101	MARCO BUSINESS PRODUCTS	12/23/2015	$135.00
Paid Chk# 043102	MCDONALD DISTRIBUTING CO.	12/23/2015	$17,439.45
Paid Chk# 043103	MENARDS - CAMBRIDGE	12/23/2015	$165.74
Paid Chk# 043104	MICHAELIS, BEN	12/23/2015	$4.00
Paid Chk# 043105	MINNEAPOLIS FINANCE	12/23/2015	$157.50
Paid Chk# 043106	NAPA AUTO PARTS	12/23/2015	$18.05
Paid Chk# 043107	PHILLIPS WINE & SPIRITS, INC.	12/23/2015	$1,208.31
Paid Chk# 043108	POBUDA ENTERPRISES	12/23/2015	$8.54
Paid Chk# 043109	RESOURCE TRAINING	12/23/2015	$28,251.00
Paid Chk# 043110	SELECTACCOUNT	12/23/2015	$12.66
Paid Chk# 043111	SPECIALTY TURF & AG, INC.	12/23/2015	$432.39
Paid Chk# 043112	SUMMIT COMPANIES	12/23/2015	$12.00
Paid Chk# 043113	THORPE DISTRIBUTING CO.	12/23/2015	$14.50
Paid Chk# 043114	TITLE SMART INC	12/23/2015	$70.90
Paid Chk# 043115	TR COMPUTER SALES, LLC	12/23/2015	$360.00
Paid Chk# 043116	TRI-COUNTY LAW ENFORCEME	12/23/2015	$75.00
Paid Chk# 043117	TWIN PEAKS HEATING &	12/23/2015	$8.00
Paid Chk# 043118	VIKING COCA-COLA BOTTLING	12/23/2015	$324.80
Paid Chk# 043119	VIKING TROPHIES	12/23/2015	$80.30
Paid Chk# 043120	WATSON CO., INC.	12/23/2015	$1,572.75
		Total Checks	$113,368.29

A Community For Generations.
Isanti

CITY OF ISANTI

*Check Summary Register©

December 2015

AP151205

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043121	CITY OF ISANTI	12/30/2015	$196.57
Paid Chk# 043122	AMERICAN TIRE DISTRIBUTORS	12/30/2015	$613.92
Paid Chk# 043123	ASSURANT EMPLOYEE BENEFIT	12/30/2015	$379.95
Paid Chk# 043124	BECKER, JOSH	12/30/2015	$139.99
Paid Chk# 043125	BOLTON & MENK, INC.	12/30/2015	$20,169.87
Paid Chk# 043126	CASH	12/30/2015	$64.25
Paid Chk# 043127	C-I COMMUNITY EDUCATION	12/30/2015	$1,133.00
Paid Chk# 043128	CITY OF ISANTI	12/30/2015	$3.59
Paid Chk# 043129	CONNEXUS ENERGY	12/30/2015	$16,086.05
Paid Chk# 043130	CRAWFORDS EQUIPMENT, INC.	12/30/2015	$74.98
Paid Chk# 043131	CRYSTAL SPRINGS ICE	12/30/2015	$48.64
Paid Chk# 043132	DAHLHEIMER DISTRIBUTING CO	12/30/2015	$16,680.60
Paid Chk# 043133	DELTA DENTAL	12/30/2015	$2,903.70
Paid Chk# 043134	EARL F. ANDERSEN	12/30/2015	$495.30
Paid Chk# 043135	ECM PUBLISHERS, INC.	12/30/2015	$140.40
Paid Chk# 043136	FASTENAL COMPANY	12/30/2015	$393.43
Paid Chk# 043137	FERGUSON ENTERPRISES	12/30/2015	$869.99
Paid Chk# 043138	GPS 45:93	12/30/2015	$850.00
Paid Chk# 043139	GREAT NORTHERN	12/30/2015	$1,375.73
Paid Chk# 043140	HACH COMPANY	12/30/2015	$455.50
Paid Chk# 043141	HAWKINS, INC.	12/30/2015	$1,257.85
Paid Chk# 043142	J. J. TAYLOR	12/30/2015	$1,588.45
Paid Chk# 043143	JOHNSON BROTHERS LIQUOR	12/30/2015	$7,196.35
Paid Chk# 043144	KAWALEK TRUCKING	12/30/2015	$151.40
Paid Chk# 043145	MARCO BUSINESS PRODUCTS	12/30/2015	$67.50
Paid Chk# 043146	MCDONALD DISTRIBUTING CO.	12/30/2015	$6,004.55
Paid Chk# 043147	MENARDS - CAMBRIDGE	12/30/2015	$97.51
Paid Chk# 043148	METAL COATING&MFG.CO.	12/30/2015	$15.00
Paid Chk# 043149	MINNESOTA/WISCONSIN	12/30/2015	$2,532.30
Paid Chk# 043150	NAPA AUTO PARTS	12/30/2015	$128.43
Paid Chk# 043151	PAUSTIS & SONS	12/30/2015	$621.89
Paid Chk# 043152	PHILLIPS WINE & SPIRITS, INC.	12/30/2015	$3,288.40
Paid Chk# 043153	PHOENIX TAPE & SUPPLY CO.	12/30/2015	$547.68
Paid Chk# 043154	RJM DISTRIBUTING, INC.	12/30/2015	$188.83
Paid Chk# 043155	SOUTHERN WINE & SPIRITS	12/30/2015	$2,984.42
Paid Chk# 043156	STAPLES ADVANTAGE	12/30/2015	$22.02
Paid Chk# 043157	STAR PRODUCTS INC	12/30/2015	$598.32
Paid Chk# 043158	SUMMIT COMPANIES	12/30/2015	$135.00
Paid Chk# 043159	T & S TROPHIES	12/30/2015	$68.00
Paid Chk# 043160	WATSON CO., INC.	12/30/2015	$2,372.23
Paid Chk# 043161	WINE MERCHANTS	12/30/2015	$120.00
Paid Chk# 043162	WOOD, JOSEPHINE	12/30/2015	$18.99
		Total Checks	$93,100.58

City of Isanti

Gross Payroll	72,529.71
Social Security & Medicare	3,909.27
Public Employees Retirement	7,273.04
Total City Expense	83,712.02

Pay Date 12-18-2015

Pay Period 26 (11/29-12/12/15)

City of Isanti

Gross Payroll	76,484.61
Social Security & Medicare	4,218.57
Public Employees Retirement	7,545.53
Total City Expense	88,248.71

Pay Date 1-1-2016

Pay Period 1 (12/13-26/15)

City of Isanti

Gross Payroll	7,844.25
Social Security & Medicare	600.13
Total City Expense	8,444.38

Pay Date 12-24-2015

Pay Period: Q4CCPay15 (10/1-12/31/15)

CONTRACTOR'S PAY REQUEST NO. 6 - Final 2014 BMX & PUBLIC WORKS SITE IMPROVEMENTS CITYOF ISANTI, MINNESOTA BMI PROJECT NO. R13.108130	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$759,546.50
TOTAL, COMPLETED WORK TO DATE	$770,072.34
RETAINED PERCENTAGE (0%)	$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$770,072.34
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$731,568.73
PAY CONTRACTOR AS ESTIMATE NO. 6-Final	$38,503.62

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: DOUGLAS-KERR UNDERGROUND, LLC.
P.O. BOX 85
MORA, MN 55051-0085

By _____ Manager
Name Title

Date 12-15-15

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DR., RAMSEY, MN 55303

By _____, CITY ENGINEER
BRAD DEWOLF, P.E.

Date 12/9/2015

APPROVED FOR PAYMENT:
OWNER: CITY OF ISANTI

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.: *6-Final*

2014 BMX & PUBLIC WORKS SITE IMPROVEMENTS
CITYOF ISANTI, MINNESOTA
BMI PROJECT NO. R13.108130
WORK COMPLETED THROUGH December 4, 2015

ITEM NO.	ITEM	UNIT PRICE	AS BID ESTIMATED QUANTITY		AS BID ESTIMATED AMOUNT	PREVIOUS ESTIMATE ESTIMATED QUANTITY		PREVIOUS ESTIMATE ESTIMATED AMOUNT	COMPLETED TO DATE ESTIMATED QUANTITY		COMPLETED TO DATE ESTIMATED AMOUNT
SCHEDULE A - PUBLIC WORKS PARKING IMPROVEMENTS											
1	MOBILIZATION	$11,510.00	1	LS	$11,510.00	1.00	LS	$11,510.00	1.00	LS	$11,510.00
2	REMOVE BITUMINOUS PAVEMENT	$4.10	760	SY	$3,116.00	760.00	SY	$3,116.00	760.00	SY	$3,116.00
3	REMOVE CULVERT	$17.50	30	LF	$525.00	30.00	LF	$525.00	30.00	LF	$525.00
4	CLEARING AND GUBBING	$190.00	1	EA	$190.00	4.00	EA	$760.00	4.00	EA	$760.00
5	COMMON EXCAVATION (CV) (P)	$9.95	520	CY	$5,174.00	520.00	CY	$5,174.00	520.00	CY	$5,174.00
6	TOPSOIL BORROW (LV)	$16.00	305	CY	$4,880.00	272.00	CY	$4,352.00	272.00	CY	$4,352.00
7	COMMON BORROW (LV)	$5.00	225	CY	$1,125.00	0.00	CY	$0.00	0.00	CY	$0.00
8	AGGREGATE SURFACING CLASS 2 (CV)	$28.00	15	CY	$420.00	0.00	CY	$0.00	15.00	CY	$420.00
9	AGGREGATE BASE CLASS 5 (CV) (P)	$26.50	1155	CY	$30,607.50	1,295.00	CY	$34,317.50	1,295.00	CY	$34,317.50
10	BITUMINOUS STREET PATCH	$44.75	65	SY	$2,908.75	60.00	SY	$2,685.00	60.00	SY	$2,685.00
11	TYPE SP 9.5 WEARING COURSE (2,B) 1.5" THICK	$6.15	4620	SY	$28,413.00	5,616.00	SY	$34,538.40	5,616.00	SY	$34,538.40
12	TYPE SP 12.5 NON WEARING COURSE (2,B) 2.0" THICK	$7.50	4620	SY	$34,650.00	7,251.33	SY	$54,385.00	7,251.33	SY	$54,385.00
13	7" CONCRETE PAVEMENT	$50.05	840	SY	$42,042.00	61.85	SY	$3,095.59	61.85	SY	$3,095.59
14	SURMOUNTABLE CONCRETE CURB & GUTTER	$11.00	1635	LF	$17,985.00	1,687.00	LF	$18,557.00	1,687.00	LF	$18,557.00
15	6" PVC PIPE SEWER (DR-26)	$42.30	247	LF	$10,448.10	237.00	LF	$10,025.10	237.00	LF	$10,025.10
16	6" DIP WATERMAIN	$57.50	175	LF	$10,062.50	250.00	LF	$14,375.00	250.00	LF	$14,375.00
17	6" WATER METER INSTALLATION	$876.80	1	EA	$876.80	1.00	EA	$876.80	1.00	EA	$876.80
18	6" GATE VALVE & BOX	$1,940.40	1	EA	$1,940.40	1.00	EA	$1,940.40	1.00	EA	$1,940.40
19	WATERMAIN FITTINGS	$8.65	120	LBS	$1,038.00	281.00	LBS	$2,430.65	281.00	LBS	$2,430.65
20	CONNECT TO EXISTING WATERMAIN	$1,844.85	1	EA	$1,844.85	1.00	EA	$1,844.85	1.00	EA	$1,844.85
21	CONNECT TO EXISTING WATER SERVICE	$2,163.35	1	LS	$2,163.35	2.90	LS	$6,273.20	2.90	LS	$6,273.20
22	12" RC PIPE APRON	$947.60	7	EA	$6,633.20	7.07	EA	$6,702.00	7.07	EA	$6,702.00
23	6" PVC PIPE SEWER (STORM)	$26.65	130	LF	$3,464.50	130.00	LF	$3,464.50	130.00	LF	$3,464.50
24	12" RC PIPE SEWER CLASS V	$33.50	724	LF	$24,254.00	684.80	LF	$22,940.93	684.80	LF	$22,940.93
25	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (2'X3')(R-1)	$384.70	22	LF	$8,463.40	22.00	LF	$8,463.40	22.00	LF	$8,463.40
26	CASTING ASSEMBLY	$721.65	7	EA	$5,051.55	7.00	EA	$5,051.55	7.00	EA	$5,051.55
27	RANDOM RIPRAP CL III	$105.70	24	TON	$2,536.80	24.00	TON	$2,536.80	24.00	TON	$2,536.80
28	TRAFFIC CONTROL	$1,000.00	1	LS	$1,000.00	1.00	LS	$1,000.00	1.00	LS	$1,000.00
29	SIGN PANELS TYPE C	$100.00	2	SF	$200.00	0.00	SF	$0.00	2.00	SF	$200.00
30	STORM DRAIN INLET PROTECTION	$250.00	7	EA	$1,750.00	7.00	EA	$1,750.00	7.00	EA	$1,750.00
31	FILTER LOG TYPE BIO ROLL - WOOD FIBER	$4.00	50	LF	$200.00	50.00	LF	$200.00	150.00	LF	$600.00
32	TEMPORARY ROCK CONSTRUCTION ENTRANCE	$400.00	2	EA	$800.00	1.00	EA	$400.00	1.00	EA	$400.00
33	SEED MIX 25-131, HYDRO MULCH TYPE 8 & FERTLIZER TYPE 3	$1,100.00	1	ACRE	$1,100.00	2.00	ACRE	$2,200.00	3.00	ACRE	$3,300.00
34	EROSION CONTROL BLANKET CATEGORY 3	$2.00	120	SY	$240.00	120.00	SY	$240.00	120.00	SY	$240.00
35	4" SOLD LINE WHITE - EPOXY	$2.10	420	LF	$882.00	352.00	LF	$739.20	352.00	LF	$739.20
36	PAVEMENT MESSAGE - EPOXY	$120.00	1	EA	$120.00	1.00	EA	$120.00	1.00	EA	$120.00
37	LANDSCAPING	$1,250.00	1	LS	$1,250.00	1.00	LS	$1,250.00	1.00	LS	$1,250.00
	TOTAL AMOUNT SCHEDULE A:				$269,865.70			$267,839.87			$269,959.87

Partial Pay Estimate No.: *6-Final*

2014 BMX & PUBLIC WORKS SITE IMPROVEMENTS
CITYOF ISANTI, MINNESOTA
BMI PROJECT NO. R13.108130
WORK COMPLETED THROUGH December 4, 2015

ITEM NO.	ITEM	UNIT PRICE	AS BID ESTIMATED QUANTITY		AS BID ESTIMATED AMOUNT	PREVIOUS ESTIMATE ESTIMATED QUANTITY		PREVIOUS ESTIMATE ESTIMATED AMOUNT	COMPLETED TO DATE ESTIMATED QUANTITY		COMPLETED TO DATE ESTIMATED AMOUNT
SCHEDULE B - BLUEBIRD PARK PARKING IMPROVEMENTS											
1	MOBILIZATION	$11,235.00	1	LS	$11,235.00	1.00	LS	$11,235.00	1.00	LS	$11,235.00
2	REMOVE BITUMINOUS PAVEMENT	$4.10	395	SY	$1,619.50	585.00	SY	$2,398.50	585.00	SY	$2,398.50
3	CLEARING AND GUBBING	$250.00	8	EA	$2,000.00	21.00	EA	$5,250.00	21.00	EA	$5,250.00
4	REMOVE FENCE	$4.00	1030	LF	$4,120.00	1,030.00	LF	$4,120.00	1,030.00	LF	$4,120.00
5	SALVAGE AND REINSTALL FENCE	$10.00	160	LF	$1,600.00	160.00	LF	$1,600.00	160.00	LF	$1,600.00
6	REMOVE BUILDING	$5,600.00	1	LS	$5,600.00	1.00	LS	$5,600.00	1.00	LS	$5,600.00
7	COMMON EXCAVATION (CV) (P)	$9.95	420	CY	$4,179.00	420.00	CY	$4,179.00	420.00	CY	$4,179.00
8	POND EXCAVATION (EV)	$6.70	730	CY	$4,891.00	776.00	CY	$5,199.20	776.00	CY	$5,199.20
9	TOPSOIL BORROW (LV)	$16.00	420	CY	$6,720.00	420.00	CY	$6,720.00	420.00	CY	$6,720.00
10	AGGREGATE SURFACING CLASS 2 (CV)	$28.00	27	CY	$756.00	27.00	CY	$756.00	27.00	CY	$756.00
11	AGGREGATE BASE CLASS 5 (CV) (P)	$26.50	1025	CY	$27,162.50	1,025.00	CY	$27,162.50	1,025.00	CY	$27,162.50
12	BITUMINOUS STREET PATCH	$32.75	315	SY	$10,316.25	283.00	SY	$9,268.25	283.00	SY	$9,268.25
13	BITUMINOUS TRAIL PATCH	$32.75	357	SY	$11,691.75	445.00	SY	$14,573.75	445.00	SY	$14,573.75
14	TYPE SP 9.5 WEARING COURSE (2,B) 1.5" THICK	$6.15	4270	SY	$26,260.50	4,270.00	SY	$26,260.50	4,270.00	SY	$26,260.50
15	TYPE SP 12.5 NON WEARING COURSE (2,B) 2.0" THICK	$7.50	4270	SY	$32,025.00	4,270.00	SY	$32,025.00	4,270.00	SY	$32,025.00
16	7" CONCRETE PAVEMENT	$51.55	30	SY	$1,546.50	28.00	SY	$1,443.40	28.00	SY	$1,443.40
17	CONCRETE CURB & GUTTER DESIGN B618	$11.75	845	LF	$9,928.75	845.00	LF	$9,928.75	845.00	LF	$9,928.75
18	TRUNCATED DOMES	$30.00	32	SF	$960.00	0.00	SF	$0.00	0.00	SF	$0.00
19	4" PVC SANITARY FORCEMAIN	$48.15	81	LF	$3,900.15	81.00	LF	$3,900.15	81.00	LF	$3,900.15
20	6" PVC PIPE SEWER (DR-26)	$47.35	42	LF	$1,988.70	80.00	LF	$3,788.00	80.00	LF	$3,788.00
21	8" PVC PIPE SEWER (DR-35)	$48.40	114	LF	$5,517.60	102.00	LF	$4,936.80	102.00	LF	$4,936.80
22	CONNECT TO EXISTING SANITARY SEWER	$3,078.80	1	EA	$3,078.80	1.00	EA	$3,078.80	1.00	EA	$3,078.80
23	CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 (SANITARY)	$270.35	13	LF	$3,514.55	12.00	LF	$3,244.20	12.00	LF	$3,244.20
24	DUPLEX LIFT STATION	$140,614.00	1	EA	$140,614.00	1.0021	EA	$140,904.74	1.0021	EA	$140,904.74
25	6" DIP WATERMAIN	$57.50	60	LF	$3,450.00	80.00	LF	$4,600.00	80.00	LF	$4,600.00
26	6" GATE VALVE & BOX	$1,940.40	1	EA	$1,940.40	1.00	EA	$1,940.40	1.00	EA	$1,940.40
27	WATERMAIN FITTINGS	$8.10	110	LBS	$891.00	202.00	LBS	$1,636.20	202.00	LBS	$1,636.20
28	CONNECT TO EXISTING WATERMAIN	$2,430.70	1	EA	$2,430.70	1.00	EA	$2,430.70	1.00	EA	$2,430.70
29	15" RC PIPE APRON	$1,016.45	1	EA	$1,016.45	1.00	EA	$1,016.45	1.00	EA	$1,016.45
30	12" RC PIPE APRON	$947.60	1	EA	$947.60	1.00	EA	$947.60	1.00	EA	$947.60
31	15" RC PIPE SEWER CLASS V	$35.05	282	LF	$9,884.10	276.00	LF	$9,673.80	276.00	LF	$9,673.80
32	12" RC PIPE SEWER CLASS V	$33.50	484	LF	$16,214.00	476.00	LF	$15,946.00	476.00	LF	$15,946.00
33	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (2'X3')(R-1)	$298.05	8	LF	$2,384.40	8.00	LF	$2,384.40	8.00	LF	$2,384.40
34	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	$261.35	7	LF	$1,829.45	7.00	LF	$1,829.45	7.00	LF	$1,829.45
35	CASTING ASSEMBLY	$702.85	3	EA	$2,108.55	3.00	EA	$2,108.55	3.00	EA	$2,108.55
36	RANDOM RIPRAP CL III	$105.70	15	TON	$1,585.50	15.00	TON	$1,585.50	15.00	TON	$1,585.50

Partial Pay Estimate No.: *6-Final*

2014 BMX & PUBLIC WORKS SITE IMPROVEMENTS
CITYOF ISANTI, MINNESOTA
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37	TRAFFIC CONTROL	$1,000.00	1	LS	$1,000.00	1.00	LS	$1,000.00	1.00	LS	$1,000.00
38	SIGN PANELS TYPE C	$100.00	10.5	SF	$1,050.00	0.00	SF	$0.00	1.50	SF	$150.00
39	SILT FENCE TYPE MACHINE SLICED	$3.00	1070	LF	$3,210.00	380.00	LF	$1,140.00	380.00	LF	$1,140.00
40	STORM DRAIN INLET PROTECTION	$250.00	2	EA	$500.00	2.00	EA	$500.00	2.00	EA	$500.00
41	FILTER LOG TYPE BIOROLL - WOOD FIBER	$4.00	20	LF	$80.00	100.00	LF	$400.00	100.00	LF	$400.00
42	TEMPORARY ROCK CONSTRUCTION ENTRANCE	$400.00	1	EA	$400.00	0.00	EA	$0.00	0.00	EA	$0.00
43	SEED MIX 25-131, HYDRO MULCH TYPE 8 & FERTLIZER TYPE 3	$1,100.00	0.5	ACRE	$550.00	3.00	ACRE	$3,300.00	3.00	ACRE	$3,300.00
44	EROSION CONTROL BLANKET CATEGORY 3	$2.00	1070	SY	$2,140.00	1,070.00	SY	$2,140.00	1,195.00	SY	$2,390.00
45	4" SOLD LINE WHITE - EPOXY	$2.10	2662	LF	$5,590.20	2,576.00	LF	$5,409.60	2,576.00	LF	$5,409.60
46	PAVEMENT MESSAGE - EPOXY	$120.00	5	EA	$600.00	6.00	EA	$720.00	6.00	EA	$720.00
47	IRRIGATION SYSTEM	$34,500.00	1	LS	$34,500.00	0.80	LS	$27,600.00	1.00	LS	$34,500.00
	TOTAL AMOUNT SCHEDULE B:				$415,527.90			$415,881.19			**$423,181.19**
	SCHEDULE C - BLUEBIRD PARK RAIN GARDEN - CHANGE ORDER NO 1										
CO1	MOBILIZATION	$5,605.00	1	LS	$5,605.00	0.00	LS	$0.00	1	LS	$5,605.00
CO2	COMMON EXCAVATION (EV)	$7.00	1675	CY	$11,725.00	0.00	CY	$0.00	1575	CY	$11,025.00
CO3	TOPSOIL CORRECTION	$3.75	435	CY	$1,631.25	0.00	CY	$0.00	435	CY	$1,631.25
CO4	SPRINKLER ADJUSTMENT	$3,700.00	1	LS	$3,700.00	0.00	LS	$0.00	1	LS	$3,700.00
CO5	4" CONCRETE WALK	$50.35	235	SY	$11,832.25	0.00	SY	$0.00	234.67	SY	$11,815.63
CO6	15" RC PIPE SEWER	$40.25	56	LF	$2,254.00	0.00	LF	$0.00	56	LF	$2,254.00
CO7	15" RC PIPE APRON	$977.30	8	EA	$7,818.40	0.00	EA	$0.00	8	EA	$7,818.40
CO8	8" PVC DOWNSPOUT	$39.60	95	LF	$3,762.00	0.00	LF	$0.00	95	LF	$3,762.00
CO9	GRANITE RIVER ROCK RIP RAP CL III	$90.00	150	TON	$13,500.00	0.00	TON	$0.00	164	TON	$14,760.00
CO10	EXISTING CULVERT INLET PROCTECTION	$150.00	1	EA	$150.00	0.00	EA	$0.00	1	EA	$150.00
CO11	SEED FERTILIZE & HYDRO MULCH TYPE 8 BFM	$3,000.00	0.5	ACRE	$1,500.00	0.00	ACRE	$0.00	1.245	ACRE	$3,735.00
CO12	NATIVE SEED, FERTILIZE & 4" WOODCHIP MULCH	$2.25	1300	SY	$2,925.00	0.00	SY	$0.00	1300	SY	$2,925.00
CO13	BIOCELL PERENNIALS - 4" PLUGS	$5.00	1550	EA	$7,750.00	0.00	EA	$0.00	1550	EA	$7,750.00
	TOTAL AMOUNT SCHEDULE C:				$74,152.90			$0.00			**$76,931.28**
	TOTAL AMOUNT SCHEDULE A + B + C:				$759,546.50			$683,721.06			**$770,072.34**

A Community For Generations.

Isanti

L.3.

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: December 16, 2015

Subject: Service on LMC Policy Committee

Over the past two years, I served on an LMC Policy Committee. The Committee is the Improving Fiscal Futures Committee. This committee reviews issues and formulates policy recommendations on municipal financial management, property and other taxes, state aid programs, and financial reporting requirements. Those areas are of great importance to our community and I believe my experience and expertise would benefit the City through service on this committee. Committee meetings are scheduled in the mornings during weekends, one day each month in July, August and September. They are held at the LMC Building at St. Paul. In the event I cannot attend in St. Paul, I have the option to participate electronically. Once appointed, LMC Committee members serve a two year term.

I am requesting approval to continue my participation on the LMC Fiscal Futures Committee for another two year term (2016/2017). Attached is a resolution for your consideration.

RESOLUTION 2016-

AUTHORIZING CITY ADMINISTRATOR DON LORSUNG TO SERVE ON THE LMC FISCAL FUTURES POLICY COMMITTEE

WHEREAS, the League of Minnesota Cities (LMC) has Policy Committees that work on the various issues and legislative matters regarding cities; and,

WHEREAS, the LMC Policy Committees are comprised of both elected and appointed city officials; and,

WHEREAS, City Administrator Don Lorsung, has broad experience and expertise with local government matters; and

WHEREAS, appointment of the City Administrator Don Lorsung to the LMC Fiscal Futures Policy Committee, will serve to assist both the LMC (and the City of Isanti as its member) with the various issues and legislative matters that will be considered by the committee;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize City Administrator Lorsung to be appointed to the LMC Fiscal Futures Policy Committee for a two year term.

This Resolution hereby approved by the Isanti City Council this 5th day of January 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

L.4.

MEMO

To: Mayor Wimmer and City Council

From: Karissa Henning, Human Resources/ City Clerk

Date: January 5, 2016

Subject: Resolution Approving a Memorandum of Understanding Between the City of Isanti and I.U.O.E., Local 49, AFL-CIO Regarding Lead Pay

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Attached for City Council approval is a Memorandum of Understanding (MOU) between the City of Isanti and I.U.O.E., Local 49, AFL-CIO regarding lead pay. The purpose of the MOU is to document agreements on a new process for lead pay due to the reorganization of the City of Isanti Public Works Department.

This MOU requires City Council approval to be added and considered as a part of the contract between the City of Isanti and I.U.O.E, Local 49, AFL-CIO dated January 1, 2014 – December 31, 2016.

The MOU has been reviewed and approved by the Personnel Committee, City Attorney Joslin, and Union Business Agent Pothen.

RESOLUTION NO. 2015-XXX

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ISANTI AND I.O.U.E., LOCAL 49, AFL-CIO REGARDING LEAD PAY

WHEREAS, due to the reorganization of the public works department there is need to clarify how the public works union contract reads regarding lead pay; and

WHEREAS, a Memorandum of Understanding has been prepared by staff and reviewed by the Personnel Committee, City Attorney Joslin and Union Business Agent Pothen.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that the attached Memorandum of Understanding between the City of Isanti and I.O.U.E., Local 49, AFL-CIO regarding lead pay is hereby approved.

This resolution was duly adopted by the Isanti City Council this 5th day of January, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to document agreements on a new process for lead pay due to the reorganization of the City of Isanti Public Works Department. The following agreements have been made outside of the Labor Agreement between City of Isanti and International Union of Operating Engineers, Local 49, AFL-CIO dated January 1, 2014 - December 31, 2016:

Pursuant to the current Labor Agreement between City of Isanti and International Union of Operating Engineers, Local 49, AFL-CIO, Article 6.13, Definitions, Lead Pay, defined as: pay to the individual selected by the Public Works Director to act in a supervisory role while the Public Works Director is out of town or otherwise unavailable to supervise. With the Working Foreman now serving in the day to day supervisory role in the Public Works Department, in their absence the Lead Worker role will be assigned to the on-call individual to act in the Lead Worker supervisory role. This assignment will occur when the Working Foreman is out of town or otherwise unavailable to supervise. When serving in the role of Lead Worker, the on-call individual will receive Lead Pay as provided under the current Labor Agreement. This includes situations where the Working Foreman is on vacation over a weekend. Under the circumstance that a new employee is the designated the on-call individual during their probationary period, the Working Foreman will assign another individual as the Lead Worker. Under the circumstances that the on-call individual, due to sickness or other inability to perform this function, the Working Foreman will assign another individual as the Lead Worker.

For the City of Isanti

_____

Donald C. Lorsung,
City Administrator/City Clerk

Dated: _____

For IUOE, Local 49

Mark J. Pothen

Mark J. Pothen,
Business Representative

Dated: 12-10-15

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JANUARY 19, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. January 5, 2016 - Regular Meeting of the City Council
2. January 5, 2016 - Closed Session Meeting of the City Council

G. Citizens Input

H. Announcements

1.	City Council Goal Setting	Monday, January 25, 2016 at 8:30 a.m.
2.	Park, Recreation, & Culture Board Meeting	Tuesday, January 26, 2016 at 6:00 p.m.
3.	City Council Meeting	Tuesday, February 2, 2016 at 7:00 p.m.
4.	EDA Meeting	Tuesday, February 2, 2016
	(Immediately following the 7:00 p.m. City Council Meeting)	
5.	Planning Commission Meeting	Tuesday, February 9, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Approval for Funding the Development of the 38 Acre Parkland (*Mayor Wimmer*)
    a. Resolution Approving Funding for Development of the 38 Acre Parkland
    b. Resolution Establishing Rental Fees for Community Garden Plots
2. Resolution Authorizing Approval and Execution of the Amended and Restated Joint Powers Agreement for the North Trunk Highway 65 Coalition *(Councilmember Bergley)*
3. Resolution Approving a Special Event Request for Downtown Street Dances (*Public Services Director Wood*)

<u>City Administrator Don Lorsung</u>
4. Resolution Approving a Conditional Use Permit to Operate a Motor Vehicle Sales Office and Display at the Dual Square Mall
5. Resolution Approving the Minor Subdivision of the Property Legally Described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota
6. Resolution Approving an Amendment to the Isanti Commons First Addition Development Agreement
7. Ordinance Amending the Code for the City of Isanti, No. 445 Zoning, Section 2 Definitions
8. Resolution Approving an Extension of the Conditional Use Permit Allowing the Construction of a 108-Unit Apartment Complex Located Within the Fairway Greens Development
9. Resolution Approving an Extension of the Site Plan and Building Appearance for a 108 Unit Apartment Complex to be Located Within Outlot A, Fairway Greens Phase 5

10. Resolution Approving an Amendment to the Liquor Store Policy, Cash Drawer Variances
11. Resolution Approving a Utility Rate Study with Northland Securities

Chief of Police Gene Hill

12. Resolution Approving the Purchase of a 2016 Ford Interceptor Utility AWD Pursuit Vehicle
13. Resolution Approving the Sale of the Forfeited 2001 Chevrolet S-10 Blazer at Public Auction

Economic Development Director Sean Sullivan

14. Resolution to Consider Donation of Parcel in Redevelopment District No. 9

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $596,750.00 and Payroll in the Amount of $99,385.64
2. Final Minutes of the December 8, 2015 Planning Commission Meeting
3. Final Minutes of the December 1, 2015 Economic Development Authority Meeting
4. Consider 2016 City Council Committee Meeting Schedule

M. Other Communications

1. Draft Minutes of the January 12, 2016 Planning Commission Meeting
2. Draft Minutes of the January 5, 2016 Economic Development Authority Meeting
3. December and Annual 2015 Police Department Reports
4. December Code Enforcement Officer Report
5. December Building Inspector Report
6. January Engineering Project Status Report

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
Tuesday, January 5, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Adam Johnson and Steve Lundeen

Members Absent: None

Staff Present: City Administrator Don Lorsung, City Attorney Clark Joslin, Human Resources/ City Clerk Karissa Henning, Police Chief Gene Hill, Economic Development Director Sean Sullivan, and City Engineer Brad DeWolf

D. Adopt Agenda

Motion by Collison second by Johnson to approve the agenda as presented. Motion carried unanimously

E. Proclamations/Commendations/Certificate Awards

The Mayor described the City of Isanti Legacy Medal as one in which the recipients are people who have brought positive recognition to the City of Isanti on a regional, state or national level. The City receives nominations for this award. The Mayor indicated that last year's medal nominations included BMX National and State Champions. Unfortunately, they weren't quite able to get their information in yet; they may be also nominated for 2016 awards.

One group and one individual were nominated and selected for the Legacy Award. First, Mayor Wimmer recognized Aquatennial Princess Maddie Simon, the first of Isanti's Ambassadors to become an Aquatennial Princess. She will be given the award for doing a fantastic job representing the City of Isanti throughout the region and bringing recognition to the City. The Mayor noted that he has received numerous emails and messages from people who have had contact with Simon and had never heard of the City of Isanti previously. The Mayor stated that Simon is the City's most effective, most efficient, dollar for dollar marketing our City could get (as she is a Volunteer). Mayor Wimmer then recognized the group, Odyssey of the Mind from the School of All Seasons and Intermediate School. The Mayor noted that the team, over a number of years, has done exceptionally well representing the City of Isanti. Odyssey of the Mind is a challenge for both the mind and creativity, and the students involved are exceptional at what they do. The Mayor reported that the School for All Seasons and Intermediate School have routinely taken firsts, seconds and thirds through the last decade or so, while competing against arts and science schools from the metro area and even the neighboring states of Iowa and North Dakota. The Odyssey of the Mind team being recognized this year took 1st place and the Mayor stated that he couldn't be prouder of the remarkable group of students. There are seven students on the team; however, only six were available to receive their medals at the Council meeting including: Matthew, Austin, Maria, Abigail, Eva, Emily. Missing was Chloe.

F. Approve City Council Minutes

1. December 15, 2015 – Regular Meeting of the City Council

Motion by Lundeen, second by Johnson to approve the Regular City Council Minutes of the December 15, 2015 meeting as presented. Motion carried unanimously.

G. Citizens Input
None

H. Announcements
Announcements were read

I. Council Committee Reports
None

K. Business Items

1. Interview Applicants for the Vacant Term Seats for the Planning Commission and Park, Recreation and Culture Board

Economic Development Board
There are no open seats on the Economic Development Authority Board for 2016.

Planning Commission
There was one open seat on the Planning Commission for which two applications were received: Luke Merrill and Jim Kennedy.

Applicants were asked and answered the same group of questions specific to the committee for which they were applying.

Motion by Johnson second by Collison to appoint Jim Kennedy to the vacant Planning Commission seat with a term ending 12-31-2018. Motion carried unanimously.

Park, Recreation, and Culture Board
There were two open seats on the Park, Recreation, and Culture Board for which two applications were received: Jamie Bergwick and Lynn True (True was not at the council meeting). There were no applicants for the student seat.

Bergwick was asked and answered questions specific to the committee for which she was applying.

Motion by Lundeen second by Johnson to re-appoint Bergwick to the open Park, Recreation and Culture seat with the term ending 12-31-2018. Motion carried unanimously.

a. Resolution 2016-001 Designating Committees and Representatives for City Commissions and Advisory Boards for 2016

Mayor Wimmer shared that he is happy with the current appointments and that all committee and advisory board members are doing a great job. His one stipulation was that the Student Representative seat on the Parks, Recreation and Culture Board would be a one year only appointment.

Motion by Lundeen second by Johnson to approve Resolution 2016-001 as presented. Motion carried unanimously.

2. Consider Designating an Official Newspaper and Appointing Depositories and Professional Services for Year 2016
   a. Open Bids for the Designation of the City's Official Newspaper

Isanti County News	$ 4.77 per column inch (11 lines/inch) 4145 distributions in Isanti 55040 zip code
Isanti-Chisago County Star	$ 2.25 per column inch; (11.5 lines/inch) 1710 distributions in City of Isanti

The Mayor noted that, traditionally, the Star has been less than the Isanti County News; however, the Council has elected to go with the Isanti County News as they are the only paper to truly cover the City by attending and reporting on City Council meetings, events, etc. The Isanti-Chisago Star qualifies as a potential Official Newspaper; however, they rarely attend or report on the City's activities.

   b. **Resolution 2016-002 Designating an Official Newspaper, Appointing Depositories and Professional Services and Setting City Council Meetings for Year 2016**

Motion by Johnson, second by Lundeen to designate the Isanti County News as the City's Official Newspaper for year 2016. Motion carried unanimously.

Motion by Johnson second by Lundeen to approve the professional services, depositories, and the City Council meeting schedule for year 2016 as presented. Motion carried unanimously.

3. **Resolution 2016-003 Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments**

Motion by Johnson, second by Bergley to approve Resolution No. 2016-003 as presented. Motion carried unanimously.

4. **Resolution 2016-004 Setting a Public Hearing for an Easement Vacation within Lot 1, Block 1, Isanti Commons First Addition.**

Motion by Lundeen, second by Johnson to approve Resolution No. 2016-004 as presented. Motion carried unanimously.

5. **Resolution 2016-005 Approving Staff to Submit Applications for Grants to Activities in PR&C for 2016-17**

Motion by Lundeen, second by Johnson to approve Resolution No. 2016-005 as presented. Motion carried unanimously.

6. **Resolution 2016-006 Amending the Resignation Date of Building Official Rick Sames**

The Mayor stated that Sames has offered to stay on so the City can get through all the Coborn's plans which is a tremendous help to the City.

Motion by Bergley, second by Johnson to approve Resolution No. 2016-006 as presented. Motion carried unanimously.

7. **Resolution 2016-007 Authorizing the Chief of Police to Apply for the Mini-Grant from the Minnesota Department of Public Safety, Office of Traffic Safety for the Preliminary Breath Test (PBT's)**

Motion by Johnson, second by Lundeen to approve Resolution No. 2016-007 as presented. Motion carried unanimously.

8. Review Conflict of Interest Policy
    a. **Resolution 2016-008 Approving the City of Isanti Conflict of Interest Policy**

City Attorney, Clark Joslin, addressed the Council regarding the annual review of the City of Isanti's Conflict of Interest Policy. The Policy is similar to the policy that has been in effect since 2003. Joslin requested that the Council, Committee and Board members each take time to read through the policy provisions and how they might apply to the individual. As in past years, and as is provided in the policy, there is a Disclosure Form that each of the individuals needs to complete, sign and return to the City Administrator or City Clerk. Joslin asked that this be done as promptly as possible. Joslin reviewed what constitutes as Conflicts of Interest, describing the two types as: 1) Financial Conflicts of Interest where the individual would abstain from vote on any issue that would provide a direct financial benefit to the individual, immediate family members, etc. (examples were given); 2) Any type of situation that might impair the individual's ability to view, make decisions or participate in discussions on items with a view towards the best interest of residents and tax payers of the City as opposed to personal interests or considerations (examples were given.) Joslin admonished all to "if in doubt, check it out."

Each year, in addition to the City policy that was provided, Joslin has provided individuals with a copy of the League of Minnesota's memos regarding official conflict of interest which outline in detail, different types of potential of conflict of interest and ways to avoid it along with things of which to be aware. Joslin noted that these are available on the League of Minnesota's website.

Joslin also offered a reminder that under Minnesota Law all meetings of, not only the City Council, but all the Council's Boards and advisory committees, are subject to the Open Meeting Law and anytime there is a quorum of the members of any of the Boards present, that is subject to the Open Meeting Law with the exception of social events where there is no City business discussed. The Mayor interjected that if there is an activity where it is known that there will be a quorum of City Council members, those activities are oftentimes posted as well just to stay on the safe side. Joslin remarked that the intent of the Open Meeting Law is to keep deliberations and the decision making process of public bodies transparent. The League also has updated materials on the Open Meeting Law as well.

The Mayor addressed the daisy chain issue where member A talks with member B who talks with member C and although it may not be intentional, it is a way to get around the Open Meeting Law. The Mayor stipulated that daisy chaining is a violation, and not acceptable. The Mayor also affirmed that Joslin is available to respond to questions and the importance of asking questions when they arise.

Motion by Lundeen, second by Bergley to approve Resolution No. 2016-008 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $262,051.39 and Payroll in the Amount of $171,960.73 and Fourth Quarter Payroll for Council/Boards/Commissions in the Amount of $8,444.38
2. Pay Request No. 6 - Final – 2014 BMX & Public Works Site Improvements in the Amount of $38,503.62

3. **Resolution 2016-009** Authorizing City Administrator Don Lorsung to Serve on the LMC Fiscal Futures Policy Committee
4. **Resolution 2016-010** Approving a Memorandum of Understanding Between the City of Isanti and I.U.O.E., Local 49, AFL-CIO Regarding Lead Pay

Motion by Lundeen second by Collison to approve the consent agenda. Motion carried unanimously.

Closed Session
At 7:30 p.m. the City Council went into a closed session.

At 7:39 p.m. the Council came out of a closed session and the Mayor reopened the City Council meeting. The City Attorney gave the following summation: the closed session was held in pursuant the provisions of Minnesota statute 13D.05 Subdivision 2a for an update and discussion of information pertaining to an internal affairs investigation regarding law enforcement personnel conduct for the purpose of proceeding forward.

The Mayor asked for action to formally approve administrative leave for Officer Barrows and approval for staff to proceed forward with any steps and costs necessary to ensure that the process moves forward in a timely manner

Motion by Johnson second by Lundeen to approve outlined actions on this matter. Motion carried unanimously.

Adjournment
Motion by Johnson second by Lundeen to adjourn. Motion carried unanimously. Meeting adjourned at 7:40 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: January 19, 2016

Subject: Approving Resolution for Funding for Development of the 38 Acre Parkland

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Background:
The City purchased a 38-acre parcel in the southwest corner of the city and received permission from the MN Department of Natural Resources to develop a park within the Wild and Scenic River Easement Area in 2015. The future park will include a community garden, restored native habitat, and trails with access to the Rum River (including a dock structure to provide trail linkage to Martin's Landing to the north).

Cost:
The first year unbudgeted costs to develop the 38-Acre project and have it operating Spring 2016 are as follows:

Community Garden Total	$31,567
Trails Total	$15,200
Dock Total	$11,254
Parking Lot Total	$42,471.00
7% Contigency Costs not to exceed	$7,034.44
Development Total	$107,526.44

The community garden total includes costs for fencing, water access, soil preparations, gardening tools, and marketing the garden. The Trails total is provided by Bolton and Menk and includes the costs of: grading to the Rum River, clearing and grubbing to the Rum River, and erosion control. The included dock total is one estimate provided by Performance Dock for an 8' dock with railings, ramps at both ends, and two benches. The parking lot total has been provided by Bolton and Menk (detailed estimate included in the Project Summary Documents).

Finance Committee Recommendation

The above budget was brought to the Finance Committee on January 7, 2016. The Finance Committee recommended that the project be funded first through the Park Dedication Fund and remaining costs be met through an interfund loan from the General Fund Fund to be repaid as the Park Dedication Fund is replenished by City development. The Park Dedication Fund currently holds $18,331.78.

The Finance Committee also recommended that the Community Garden plots be rented at $15/100 ft^2 and $20/raised bed each season. A priority system will be developed for returning renters in good standing to reserve plots first. A final layout will be determined to maximize space available for renters and to fit renter needs.

Staff Request

City staff is requesting action on these items:

- City Council authorize funding for the development of the 38-Acre project development per the Finance Committee recommendation.
- Approval for the rental fees of Community Garden plots and raised beds

Attachments

- 38-Acre Project Summary
- Resolution No. 2016-XXX-Approve Funding for 38 Acre Parkland
- Resolution No. 2016-XXX-Community Garden Rental Fees

RESOLUTION NO. 2016-XXX **K.1.a.**

RESOLUTION APPROVING FUNDING FOR DEVELOPMENT OF THE 38 ACRE PARKLAND

WHEREAS, the City currently owns a 38-acre parcel designated as parkland obtained from the Department of Natural Resources identified as property tax ID number 16.095.0500; and,

WHEREAS, staff estimates development of the 38 Acre Parkland will not exceed $107,526.44 for improvements as follows:

Community Garden Total	$31,567
Trails Total	$15,200
Dock Total	$11,254
Parking Lot Total	$42,471.00
7% Contigency Costs	$7,034.44
Improvement Total	$107,526.44

WHEREAS, the Finance Committee met on January 7, 2016 and recommended funding of the above mentioned project be from the Park Dedication Fund and remaining funds be through a zero interest interfund loan from the General Fund to the Park Dedication Fund; and,

WHEREAS, the Park Dedication Fund currently has a budget of $18,331.78; and,

WHEREAS, the interfund loan from the General Fund Fund to the Park Dedication Fund would be $89,194.66; and,

WHEREAS, the General Fund will be repaid as the Park Dedication Fund is replenished by development in the City of Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby approve funding of the 2016 development of the 38-Acre Parkland per this Resolution through the Park Dedication Fund and an interfund loan from the General Fund Fund.

This resolution was duly adopted by the Isanti City Council this 19th day of January, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources / City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

K.1.b.

A RESOLUTION ESTABLISHING RENTAL FEES FOR COMMUNITY GARDEN PLOTS

WHEREAS, a community garden will be constructed in Spring 2016; and,

WHEREAS, members of the community will be allowed to rent ground plots or raised bed spaces; and,

WHEREAS, staff gathered rental fee and plot size information for other community gardens in Minnesota to compare; and,

WHEREAS, the Finance Committee met on January 7, 2016 to review the above information and discuss rental fees for the new community garden, and recommended the cost for such rental be \$15/100 ft^2 and \$20/raised bed; and,

WHEREAS, the Finance Committee determined that a priority system should be set up for returning renters in good standing to reserve plots first in following years;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby set the community garden rental fees at \$15/100 ft^2 and \$20/raised bed and give priority to returning renters.

Adopted by the Isanti City Council this 19th day of January, 2016.

_____
Mayor George A. Wimmer

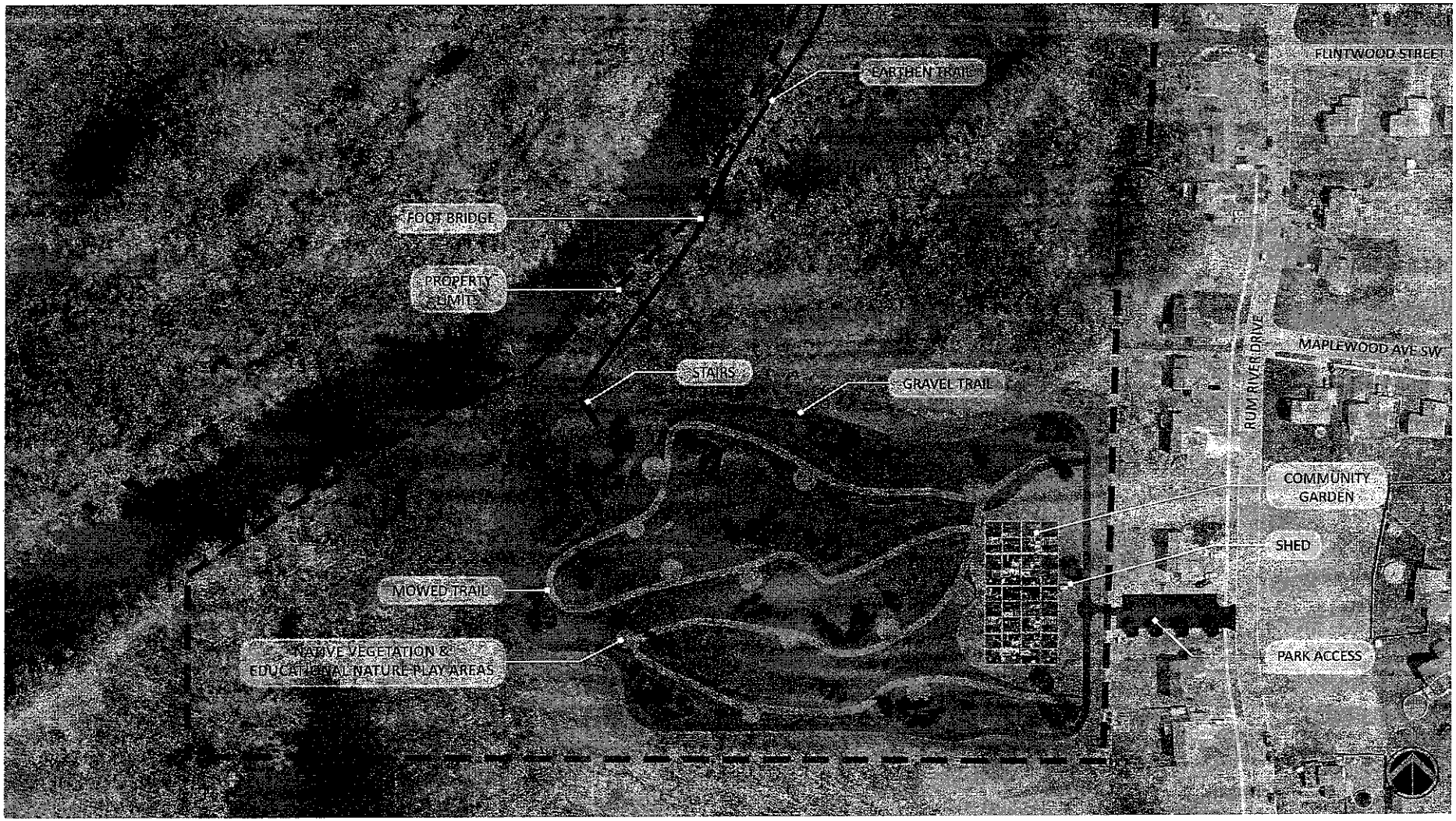
ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

38-Acre Park Project

Community Garden & Walking Trails 2016



Community Garden and Park Plan

Isanti, MN

FIGURE 3

2016 Development Costs

Site Prep

Task	*Source*	*Notes*	*Cost*
Soil Test	U of M	2 week turnaround	$17
Black Dirt	Bjorklund	$15/yd delivered	$3,700
Tiller	Isanti Rental	/24 hours	$110
Fence	Century	8' woven wire fence installed	$8,875
Water	B&M Estimate		$12,000
Mulch	Rivard		$1,000
Garbage/ Recycling	ECS	$30/mo May-October	$150
Compost Bins			$400

Plots

Item	*Source*	*Notes*	*Cost*
Staked beds	Menards	27 - 10'x20'; 9 - 20'x20'	$200
Elevated Beds (ADA)	Rivard/Gronomics	2 - 2'x4' beds	$560
Raised Beds	Rivard/Gronomics	2 - 48"x95"x19"	$860

Shed

Item	*Source*	*Notes*	*Cost*
6'x8' Shed	Mendards		$650
Shelving			$100
Storage Bins			$25
Locks		Shed and Fence need locks	$100

Amenities

Item	*Source*	*Notes*	*Cost*
Gardening Tools			$300
Portable	Ray Nash	$95/mo May-October	$570

Marketing and Signage

Item	*Source*	*Notes*	*Cost*
Community Garden Sign			$600
Rules Sign			$100

2016 Development Costs - Continued

Marketing		$800
Community Interest Meeting	January 2016, local business and members of the public	$150
Open House/Kick Off Event	Late April/Early May	$300

Trails

Item	*Source*	*Notes*	*Cost*
Dock	Performance Dock and Lift	8' wide, roll-in dock	$11,254
Trail Creation	Bolton and Menk	Grading, clearing, erosion control	$15,000
Signage			$200

Parking Lot

Construction Subtotal	Bolton and Menk Estimate	$33,976.80
25% Eng/Admin		$8,494.20

Phase 1 Total $100,492

Garden Total	$31,567.00
Trails Total	$15,200.00
Dock Total	$11,254.00
Parking Lot Total	$42,471.00
7% Contigency Costs not to exceed	$7,034.44
Current Development Project Total	$107,526.44

Future Development Costs

Site Prep

Task	*Source*	*Notes*	*Cost*
Tiller attachment	Minnesota Equipment	Rotary tiller for PW JD	$4,000
Walk behind tiller	Minnesota Equipment	17"	$799

Plots

Item	*Source*	*Notes*	*Cost*
Raised Beds	Rivard/Gronomics	20 - 48"x95"x19"	$7,740

Shed

Item	*Source*	*Notes*	*Cost*
Bulletin board			$300

Amenities

Item	*Source*	*Notes*	*Cost*
Table			$500
Benches			$500
Shade Gazebo			$2,000
Kids' Area			$300

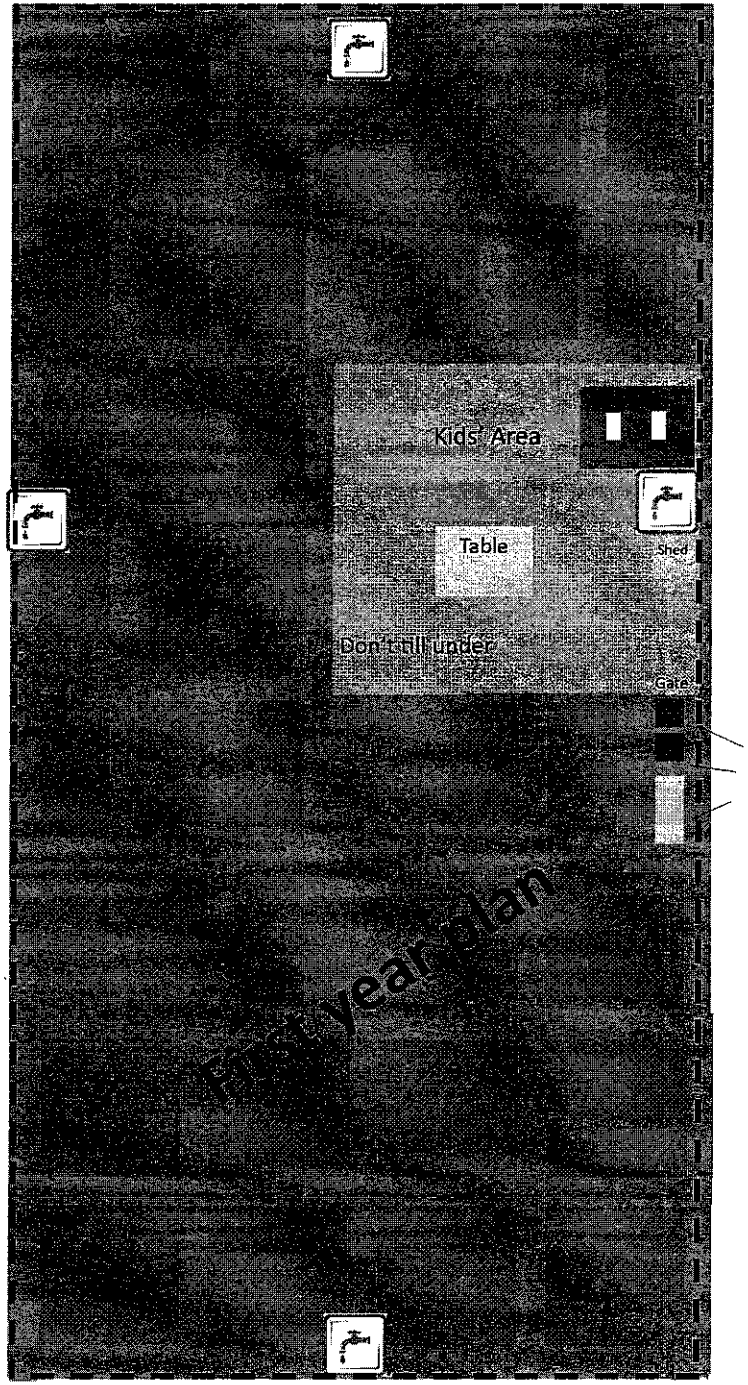
Trails

Item	*Source*	*Notes*	*Cost*
Stairs to River	Bolton and Menk	Includes: construction costs when incorp. Into trail project	$15,000
		Stabilization	$5,000

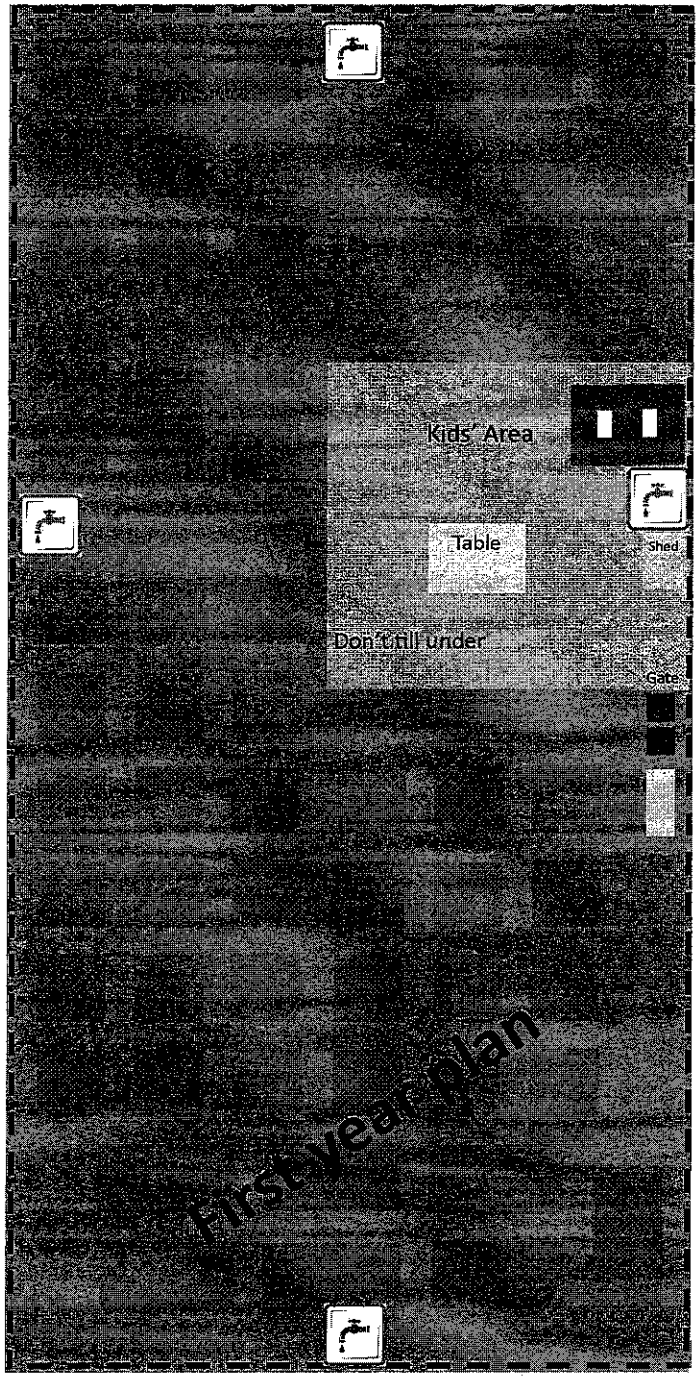
Garden Total	$16,139	$36,139
Trails Total	$20,000	
7% Contigency Costs not to exceed	$2,529.73	
Future Development Project Total	$38,669	

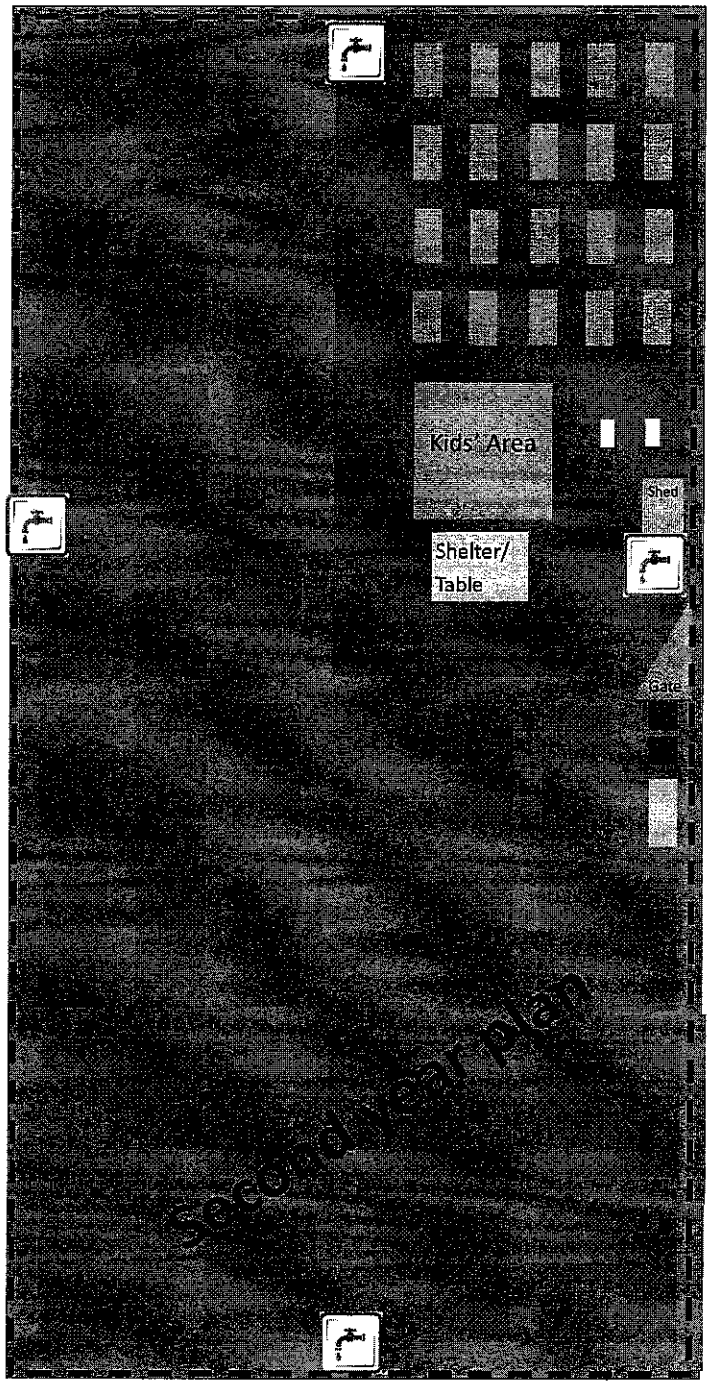
The preceding garden budget is based off of layout Option 1, costs may vary depending on actual garden layout.

Option 1



Option 2





Staked Plot 10' x 20'

Staked Plot 20' x 20'

Staked Plot 10' x 10'

Elevated Bed

Raised Bed 48"x95"x19"

First Year Garden Layout

Option 1

Based on $15/100 sq ft and $20 raised bed

Plot Size	Number	Fee	Total/Size
10'x20'	27	$30.00	$810
20'x20'	9	$60.00	$540
2'x4' (Elevated Bed)	2	$20.00	$40

Total Garden Revenue: $1,390.00

Note: Revenue subject to change based on final garden layout (numbers of types of plots, etc.)

Option 2

Plot Size	Number	Fee	Total/Size
10'x10'	54	$15.00	$810
10'x20'	7	$30.00	$210
2'x4' (Elevated Bed)	2	$20.00	$40

Total Garden Revenue: $1,060.00

Second Year Garden Layout

Option 1

Plot Size	Number	Fee	Total/Size
10'x20'	21	$30.00	$630.00
20'x20'	9	$60.00	$540.00
2'x4'	2	$20.00	$40.00
4'x8' (Raised Bed)	20	$20.00	$400.00

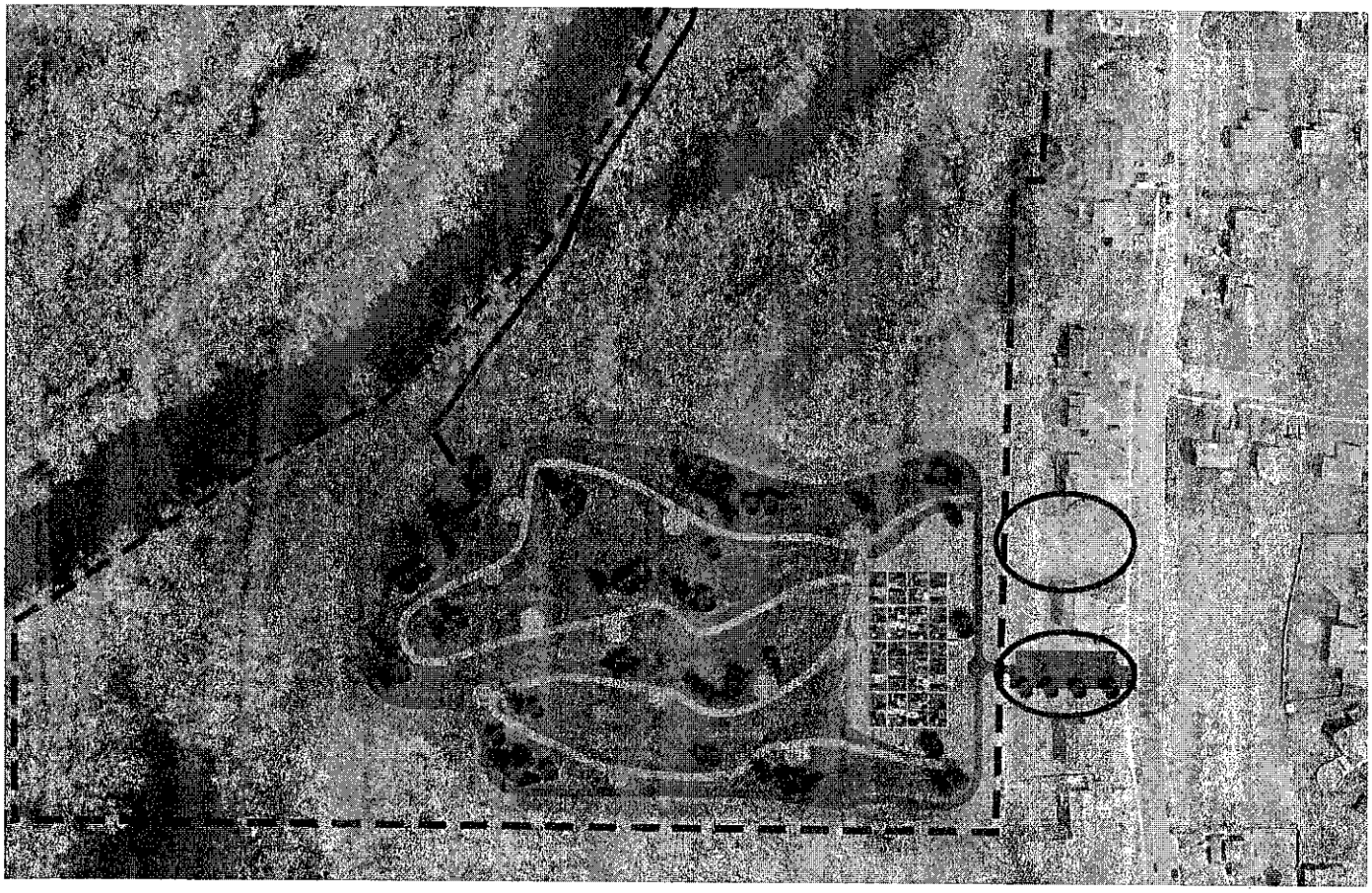
Total Garden Revenue: $1,610.00

Rental Fees at Other Community Gardens

Cambridge Community Garden	$15/100 sq ft and $20 raised bed	
Blaine Community Garden	$57.85-$80.34/full plot (15'x20') $32.14-$53.56/half plot	*Prices based on resident/ non-resident/senior*
Plymouth Community Garden	$40/14'x14' plot	
St. Louis Park Comm. Garden	$30/ 16'x16' plot - nonrefundable	
St. Anthony Park Comm. Garden	$30/15'x20' plot	

Cambridge Community Garden
12 Raised Beds
84- 10'x12' plots arranaged end-to-end in rows
Renters can rent up to 3 plots

Parking Lot



Background: The City of Isanti owns both properties cirlced above. It is the desire of City staff to provide parking and access to this park in these lots. The parking lot may be constructed in either lot, depending on which is deemed most suitable. (The lot not used for the parking lot may be used for a pavilion structure in the future.) The cost for this project has been estimated by Bolton and Menk engineers at $42,471.00. The detailed estimate is included on the following page.

ENGINEER'S ESTIMATE

COMMUNITY GARDEN AND PARK IMPROVEMENTS
CITY OF ISANTI, MINNESOTA
BMI PROJECT NO. R13.108344

DATE: 11/18/2014

Parking Lot

ITEM NO.	ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1	LS	$5,000.00	$5,000.00
2	REMOVE & REPLACE CONCRETE CURB & GUTTER DESIGN B618	35	LF	$30.00	$1,050.00
3	COMMON EXCAVATION (CV) (P)	200	CY	$10.00	$2,000.00
4	AGGREGATE BASE CLASS 5 (CV) (P)	165	CY	$27.00	$4,455.00
5	TYPE SP 9.5 WEARING COURSE (2,B) 1.5" THICK	616	SY	$6.50	$4,004.00
6	TYPE SP 9.5 NON-WEARING COURSE (2,B) 2.0" THICK	616	SY	$7.50	$4,620.00
7	6" CONCRETE PAVEMENT	53	SY	$50.00	$2,650.00
8	CONCRETE CURB & GUTTER DESIGN B618	347	LF	$12.00	$4,164.00
9	TRAFFIC CONTROL	1	LS	$250.00	$250.00
10	EROSION & SEDIMENT CONTROL	1	LS	$1,000.00	$1,000.00
11	SEED MIX 25-131, HYDRO MULCH TYPE 8 & FERTLIZER TYPE 3	0.3	ACRE	$2,500.00	$750.00
12	4" SOLD LINE WHITE - EPOXY	300	LF	$2.25	$675.00
13	PAVEMENT MESSAGE - EPOXY	1	EA	$120.00	$120.00
14	SIGN PANELS TYPE C	1.5	SF	$100.00	$150.00

ESTIMATED CONSTRUCTION COST:	**$30,888.00**
10% Contingency:	**$3,088.80**
CONSTRUCTION SUBTOTAL:	**$33,976.80**
25% ENGINEERING & ADMINISTRATION	**$8,494.20**
TOTAL	**$42,471.00**

A Community For Generations.

Isanti

K.2.

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: January 12, 2016

Subject: TH 65 Corridor Coalition – Amended and Restated Joint Powers Agreement

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The TH 65 Corridor Coalition, at their November 19, 2015 meeting, has approved an Amended and Restated Joint Powers Agreement (JPA). This amended JPA has been forwarded to Coalition members for their consideration. In an e-mail from Coalition Administrative Representative, Carolyn Braun, the proposed JPA changes are as follows:

- "Each jurisdiction shall be considered a 'member' of the coalition.
- Each jurisdiction will appoint a representative (and alternate representative) to the coalition. Unless otherwise approved by the jurisdiction, members shall be elected officials. The jurisdictions may choose to send another community representative or staff member.
- A Board of Directors will be established.
- The 'Board' shall consist of two co-chairs, a secretary, a treasurer and one at-large member, each elected for a one year term at the annual meeting. The administrative representative will be an ex-officio member of the Board of Directors.
- The Board will have authority to take action between meetings of the full coalition, consistent with direction given by the full coalition.
- The Board of Directors will have authority to enter into contracts and/or expend funds when the value or such contract or expenditure is less than $5,000 and the expenditures are within the Coalition's approved budget.
- Each co-chair can call a special meeting. The administrative representative must call a special meeting upon the request of five representatives.
- Forty percent (40%) of the membership present at a regular or special meeting will constitute a quorum."

City Councilmember Paul Bergley, our appointed TH 65 Corridor Coalition Representative, will be presenting this proposed amended JPA at the City Council Meeting. City Attorney Clark Joslin has reviewed the proposed amended JPA. Attached for your consideration is a Resolution to approve the Amended and Re-stated JPA, and a copy of the final proposed Amended and Restated JPA.

City of Isanti

Resolution No. 2016 - _____

RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF THE AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE NORTH TRUNK HIGHWAY 65 COALITION

WHEREAS, the City of Isanti is a statutory city through which T.H. 65 (north of the intersection of Highway 10) traverses; and

WHEREAS, the City of Isanti is a member of the North Trunk Highway 65 Coalition ("Coalition"); and

WHEREAS, at a Special Meeting called for that purpose, the Coalition recommended amending the original joint powers agreement creating the Coalition, as provided for in an Amended and Restated Joint Powers Agreement, a copy of which is on file at the office of the Governmental Unit; and

WHEREAS, changes to the original joint powers agreement requires approval of the governing bodies of the Coalition members; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Isanti hereby approves the Amended and Restated Joint Powers Agreement, and authorizes the execution of thereof and requests staff to forward a certified copy of this resolution and the signed agreement to the Administrative Representative of the Coalition.

This resolution was duly adopted this 19th day of January, 2016.

ATTEST:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR THE NORTH TRUNK HIGHWAY 65 CORRIDOR COALITION

This Amended and Restated Joint Powers Agreement is made and entered into as of the date specified below. The parties to this agreement are governmental units of the State of Minnesota. This agreement is made and entered into pursuant to Minnesota Statutes, 2004, Section 471.59.

WITNESSETH:

WHEREAS, the governmental units all of whom directly border on or are in close proximity to Trunk Highway 65 (TH65), hereby agree to form the North Trunk Highway 65 Corridor Coalition,~~and~~

WHEREAS, the Coalition will commence a collaborative effort to address transportation and community planning issues associated with the improvement and expansion of the TH 65 corridor by:

1. Identifying, discussing and addressing transportation needs, including transit, transportation safety and efficacy for transportation improvements;;
2. Identifying, discussing and addressing other physical and community planning issue affected by said improvements; and
3. Addressing other issues that respective members deem appropriate.

WHEREAS, the Coalition desires to utilize this strategic alliance to assist in marketing and guiding development along the TH 65 Corridor; and

WHEREAS, the success of this collaborative effort will be dependent upon having access to adequate resources to comprehensively research and address the critical issues that impact TH 65; and

NOW THEREFORE, on the basis of the premises and the mutual covenants hereinafter set

forth, the parties hereto agree as follows:

ARTICLE I.
VISION STATEMENT

The general purpose of this agreement is to create an organization through which the members that are parties to this Agreement may jointly and cooperatively plan for and maximize the opportunities for sub-regional transportation and transit development, quality growth and diversification along TH 65 through a system of collaboration, pursuant to Minnesota Statutes, 2004, Section 471.59.

ARTICLE II.
ORGANIZATIONAL GOALS

The goal of the Organization shall be to: Work cooperatively with transportation, transit and other agencies in planning for transportation improvements including connecting State and County roadways, mass transit needs, and other infrastructure improvements along TH 65 to plan for future development along the corridor.

ARTICLE III.
DEFINITIONS

For purposes of this agreement the terms defined in this Article have the meanings given them.

Section 1. **"Administrative Representative"** means the person who is responsible for daily administration of the affairs of the coalition.

Section 2. **"Agreement"** means this Amended and Restated Agreement.

Section 3. **"Board"** means the Board of Directors created by Article VII.

Section 4. **"Representative"** means a representative or alternate representative appointed under Article V of this agreement.

Section 5. **"Governing body"** means the City Council of a city, the Town Board of a township and the County Board of a county.

Section 6. **"Governmental unit"** means a county, a home rule city, a statutory city, or a township.

Section 7. **"Member"** means a governmental unit that is a party to this agreement and is in

compliance with and in good standing under this agreement and the bylaws.

Section 8. **"The North Trunk Highway 65 Corridor Coalition"** means the organization established by this agreement and is hereinafter referred to as the "Coalition."

ARTICLE IV.
MEMBERSHIP

Section 1. Any governmental unit bordering or in close proximity to T.H. 65 north of the intersection of Highway 10, is eligible to be a member of the Coalition.

Section 2. A governmental unit desiring to be a member of the Coalition may apply to do so by delivering a resolution and or approved minutes of its governing body authorizing execution of this Agreement, along with an executed copy of this Agreement, to the Administrative Representative- of the Coalition The Coalition once formed, shall approve admission of members and may approve or disapprove the admission of any other government unit. Approval must be by a majority vote of the, Representatives present at a regular or special meeting, which approval may impose reasonable conditions on the admission of such members and establish procedures for the removal of a member for cause.

Section 4. The Board may recommend the creation of a Non-voting Membership category open to private persons or entities subject to limitations contained in Minnesota Statutes, 2004, Section 471.59, if any, with provisions for participation in discussion of governance-decisions as may be agreed to by the Members as expressed in the Bylaws. The creation of a Non-voting Membership category shall not become effective until approved by a majority of the Representatives present at a regular or special meeting of the Coalition.

ARTICLE V.
MEMBERSHIP

Section 1. The Coalition shall be governed by its Members through appointed representatives. Each member of the Coalition shall have one vote, which shall be made by its representative. A member shall have one (1) representative

position and one (1) alternate representative.

a) Unless otherwise specified by resolution of the governing body, the representative and alternate representative of a city member shall be an elected official. Each representative has one vote. The alternate representative may attend meetings and may vote in the absence of a representative.

b) Unless otherwise specified by resolution of the governing town board, the representative and alternate representative of a township shall be a town board member. Each has one vote. The alternate may attend meetings and may vote in the absence of a representative.

c) Unless otherwise specified by resolution of the governing county board, the representative of a county shall be a county board member. Each representative has one vote. The alternate representative may attend meetings and may vote in the absence of a representative.

Section 2. Representatives serve until their respective successors are appointed and qualified.

Section 3. A representative may be removed at any time, with or without cause, by resolution of the governing body making the appointment. The resolution removing the representative must be filed with the Administrative Representative.

Section 4. A vacancy of a representative is filled in the same manner that the appointment of a representative is made.

Section 5. A representative may not vote if the Board determines that the member represented by the representative is not in compliance with this agreement or if the representative has been removed from his/her representative position.

ARTICLE VI.
MEETINGS OF THE COALITION

Section 1. The Board must conduct an annual meeting of the Coalition at a date and place specified in its bylaws and/or notice for the purpose of electing Representatives to serve on the Board of Directors and to undertake such other business as may properly come before it. If the date and place specified in a notice is different than specified in the by-laws, the notice shall be sent to all Representatives at a minimum of 30 days prior to the annual meeting date. The Board may provide

for a schedule of regular meetings

Section 2. Either Co-Chair may call a special meeting of the Coalition. The Administrative Representative shall call a special meeting of the Coalition upon written request of five (5) representatives . Notice of a special meeting must be sent to all Representatives no fewer than fifteen (15) days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

ARTICLE VII.

BOARD OF DIRECTORS /OFFICERS/POWERS: COMMITTEES

Section 1. The Board of Directors of the Coalition shall consist of two Co-Chairs, , a Secretary, a Treasurer and one at large representative of the Coalition, each elected for a term of one year by the Representatives at the organizational meeting at the annual meeting. The Board may designate a representative to act as a Board member in the absence of any Board member. The Administrative Representative shall be an ex-officio non-voting member of the Board of Directors.

Section 2. The Co-Chairs shall preside at meetings of the Board and Coalition and shall serve as spokespersons for the Coalition. A Co-Chair shall preside at meetings of the Board and Coalition and serve as needed in the absence of the other Co-Chair. The Secretary shall record the minutes of the meetings. The Treasurer shall sign vouchers or orders disbursing funds. The Administrative Representative is responsible for records of proceedings of the board and the Coalition, the funds and financial records of the Coalition, and such other matters as may be delegated by the board.

Section 3. The Administrative Representative and the Treasurer must sign vouchers or orders disbursing funds of the North Highway 65 Corridor Coalition. Disbursement will be made in the method prescribed by law for statutory cities.

Section 4. The Coalition may in its by-laws provide for and define the duties of such other officers as it determines necessary from time to time.

Section 5. The Coalition may in its by-laws provide for such committees as it determines necessary from time to time.

Section 6. Notwithstanding the provisions in Article VIII, the Board shall have the authority

to enter into contracts and/or expend funds when the value of each such contract or expenditure is less than $5,000.00 and the expenditures are within the Coalition's approved budget.

Section 7. Take action between meetings to further the goals of the organization, consistent with direction identified by the members.

Section 8. To the extent that it is feasible, membership of the Board shall be geographically balanced.

Section 9 The Board of Directors may establish dates and times for its regular meetings, which shall be sent to all Representatives. Either Co-Chair may call a special meeting of the Board on its own initiative, and shall call a special meeting upon written request of three or more members of the Board. Notice of a special meeting must be sent to all members of the Board of Directors and to all representatives no fewer than five (5) days prior to the special meeting. Business at special meetings is limited to matters contained in the notice of the special meeting.

ARTICLE VIII.
POWERS AND DUTIES

Section 1. The Coalition may take such actions, as it deems necessary and convenient to accomplish the general purposes of this agreement. A member community shall retain the right to specifically approve proposed improvements in its community.

Section 2. The Coalition may:

a) Enter into contracts to carry out its powers and duties;
b) Purchase and hold personal property and accounts;
c) Contract for space, commodities or personal services with a member or group of members;
d) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, from other governmental and non-governmental units, and may enter into agreements in connection

therewith, hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;

e) Within the jurisdictional areas of operation of the parties:

1. Collect and analyze data,
2. Develop strategic recommendations, and
3. Implement marketing programs for the purpose of economic development and retention of existing businesses.

Section 3. The North Highway 65 Corridor Coalition may purchase liability insurance to insure against liability of the organization and its constituent members.

Section 4. Forty percent (40%) of the membership present at a regular or special meeting of the Coalition shall constitute a quorum. An affirmative vote of a majority of the Representatives present shall be required for approval of any matter.

ARTICLE IX.
FINANCIAL MATTERS

Section 1. The fiscal year of the North Highway 65 Corridor Coalition is the calendar year.

Section 2. The Board shall adopt an annual budget for each year prior to August 1 of the preceding year except for the year 2016. For the year 2016, the budget shall be adopted by February 28, , 2016. The board will give an opportunity to each member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be sent promptly thereafter to the chief administrative officer of each Coalition member. The budget for any year except 2016 is deemed approved by each member unless, prior to November 1st of the preceding year, a member gives written notice to the Administrative Representative that the member is withdrawing at the end of the year as provided in the Agreement.

Section 3. Operational costs shall be shared. Each member shall pay an annual fee as established by the adoption of a resolution by a majority of Representatives at a meeting or special meeting of the Coalition. Except for 2016, the Board shall allocate the dues among members and notify the members each year by December 1st. The Board may annually review the membership fee and make recommendations to the Coalition to adjust the fees. Changes to the fees shall not become effective until approved by the Coalition at a regular or special

meeting called for that purpose, and the Governing Bodies of the members pursuant to the following procedure:. When approved by the Coalition, a notice of the change in fees shall be sent to the governing body of each member. The notice shall state that the governing body shall provide written notice of the approval/disapproval within 60 days of the notice. The notice shall further provide that the approval/disapproval of the fee change will be based upon an affirmative vote of the majority of the members timely responding to the notice.

Section 4. Membership dues for members joining the organization after the beginning of the budget year shall be assessed a fee comparable to similar current members and shall be included in the calculation outlined in Section 3 in subsequent years.

Section 5. Coalition membership dues are due and payable no later than January 31 of the fiscal year. In the event of a dispute as to the amount of a billing a member must nevertheless make payment as billed to preserve membership status. The member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the member director. Failure to pay a billing within 120 days is grounds for termination of membership. Termination of membership for failure to pay a billing does not terminate the obligation of that member to pay the amount due.

ARTICLE X.
WITHDRAWAL

Section 1. A member may withdraw from the Coalition no later than November 1 in any year. The notice shall be accompanied by a certified copy of a resolution adopted by the governing body of that member authorizing its withdrawal from membership. The withdrawal is effective at the end of the calendar year in which notice is given.

Section 2. The withdrawal or termination of a member does not affect that member's obligation to pay fees, charges or contractual charges incurred prior to withdrawal.

ARTICLE XI.
DISSOLUTION

Section 1. Dissolution is mandatory when the Administrative Representative has received certified copies of resolutions adopted by the governing bodies of two-thirds of the members of the Coalition in good standing requesting dissolution of the Coalition.

Section 2. In the event of dissolution, the board must determine the measures necessary to affect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Coalition will be distributed among the then existing members in direct proportion to their .cumulative annual membership contributions. If those obligations exceed the assets of Coalition, the net deficit of the Coalition will be charged to and paid by the then existing members in direct proportion to the operational cost formula set forth in Article IX. Section 3 herein.

ARTICLE XII.
EFFECTIVE DATE; DURATION

Section 1. After approval by the Coalition, the Administrative Representative shall send a copy of this Amended and Restated Agreement to the Governing Bodies of the members, along with a notice. The notice shall state that the governing body shall provide written notice of the approval/disapproval of the Amended and Restated Agreement to the Administrative Representative within 60 days of the notice. The notice shall further provide that the approval/disapproval of the Amended and Restated Agreement will be based upon a vote of the majority of the governing bodies timely responding to the notice. Approval or disapproval of the Amended and Restated Agreement may be in the form of a resolution or motion adopted by the governing body of the member.

Section 2. This agreement shall remain in effect until such time as the Coalition shall agree to dissolve said agreement in accordance with Article XI of this Agreement.

ARTICLE XIII.

ANNUAL REPORT

The Coalition seeks the following outcomes and annually will measure success against stated goals to determine whether the Coalition should continue as a Joint Powers effort.

Section 1. Transportation and transit infrastructure improvements resulting in improved service, business growth and labor availability.

Section 2. Adoption of operating policies and framework so that goals and objectives of organization can be achieved.

ARTICLE XIV.

AMENDED AND RESTATED BYLAWS

Upon approval of this Amended and Restated Agreement, the Board shall prepare Amended and Restated Bylaws consistent with this Agreement and other changes deemed necessary. Included in the Amended and Restated Bylaws shall be provisions for alternative methods of voting by electronic means consistent with applicable law. The Board shall then call a special meeting of the Coalition for the purpose of reviewing, amending and approving the amended and restated bylaws. The Amended and Restated bylaws shall become effective upon a majority vote of the Representatives present.

- Remainder of page intentionally left blank -

IN WITNESS WHEREOF, the undersigned governmental unit has caused this agreement to be executed by its duly authorized officers and delivered on its behalf.

_____
(name of governmental unit)

By: _____

Its: _____
Dated: _____

By: _____

Its: _____

Dated: _____

APPROVED AS TO FORM:

By: _____

Its: _____

Dated: _____

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: January 19, 2016

Subject: A Resolution Approving a Special Event Request for Downtown Street Dances

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Background

City staff has submitted a special event permit application to hold three downtown street dances. The first street dance will be held Saturday, June 25 from 7:00 p.m. to 11:00 p.m. featuring the Jonah and the Whales Band. The second is on Saturday, July 16 from 7:00 p.m. to 11:00 p.m. featuring Boogie Wonderland Band. The third dance is on Saturday, August 13 from 7:00 p.m. to 11:00 p.m. featuring the Chris Brooks Band.

The dances will be held at the intersection of 1st Avenue and Main Street. The bands are anticipated to perform two 105 minute shows. The estimated number of people to be in attendance is 500 people per dance. A beer wagon and food vendors will be present at each dance. Alcohol sales will be monitored through the use of bracelets and law enforcement presence. The event will be free to the public. Parking for the event will be located at City Hall, the Community Center, public areas surrounding Eagle Park, and street parking. Directional signage will be placed to direct traffic coming to the event. A 15' x 36' stage will be set-up in the right-of-way between Isanti Retail Meats and the Creamery.

Given that the events are street dances, some roadways will be closed for the event. Main Street W from the Railroad tracks to 2nd Ave NW as well as 1st Ave NW from City Hall to the alley behind Custom Meats and the Post office will be closed for the event. Absolute Portable Restrooms will provide seven (7) restroom facilities for the event. Portables will be placed either on 1st Ave south of Main Street or on the grass lot east of Retail Meats (pending approval from Retail Meats). Trash will be picked up from the street and placed into receptacles. There will be a public addressing system and sound amplification provided outside by the band on stage. Both Public Works and the Police Department will be providing assistance with the event.

Should the weather not cooperate for the events, a backup location will be selected and reserved.

The attached site plan shows the location of components for the event on Main Street. Copies of letters that will be sent to surrounding property owners have also been attached for Council review. The complete application as well as departmental review has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX
- Special Event Application – Downtown Street Dances
    - Application Form
    - Release and Indemnification Agreement
    - Site Plan – Isanti Street Dance / Downtown
    - Isanti Street Dance – 350 Foot Radius Notification Area
    - Vendor application – non food
    - Vendor application - food
    - Sample Letter to Business Owners
    - Sample Letter to Residents
    - Planning for Special Events – Usage chart as provided by Jimmy's Johnnys found at http://www.jimmysjohnnys.com/events.planning.html

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING THE SPECIAL EVENT APPLICATION FOR DOWNTOWN STREET DANCES

WHEREAS, the City of Isanti will be hosting Downtown Street Dances to be held at the intersection of 1st Avenue and Main Street within downtown Isanti on Saturday, June 25, 2016 from 7:00 p.m. to 11:00 p.m., Saturday, July 16, 2016 from 7:00 p.m. to 11:00 p.m., and Saturday, August 13, 2016 from 7:00 p.m. to 11:00 p.m.; and

WHEREAS, the events are free and open to the public; and,

WHEREAS, the City of Isanti will require assistance from both the Police Department and Public Works Department for the events; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve assistance and authority in the areas as provided below for the Street Dances to be held on Saturday, June 25, 2016, Saturday, July 16, 2016 and Saturday, August 13, 2016:

1. Assistance from both Public Works and the Police Department for the event when necessary.
2. Closure of a portion of Main Street W beginning at the Railroad tracks to 2nd Ave NW. As well as closure of 1st Ave NW/SW from City Hall to the alley behind Custom Meats and the Post Office.
3. Placement of a stage within City right-of-way located between Isanti Retail Meats and the Creamery.
4. Parking to be provided at City Hall, the Community Center, public parking areas surrounding Eagle Park, and on City streets.
5. Ability to serve alcohol from a beer wagon and have designated food and non-food vendors present and located as shown on the site plan.
6. Allow a public address system and sound amplification for the bands
7. Back-up location to be determined.
8. Placement of temporary directional signs on City property and private property (with property owner permission) to direct individuals to the event and parking areas.

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

This Resolution hereby approved by the Isanti City Council this 19th day of January, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: 1/12/16

APPLICANT INFORMATION

Sponsoring Entity (if applicable): City of Isanti

Contact Person: Katie Everett

Address: 110 1st Ave NW, P.O. Box 428

City: Isanti State: MN Zip: 55040

Phone: 763 - 444 - 5512 Fax: 763 - 444 - 5560 Cell: 763 - 772 - 5856

E-mail: isantiparks@cityofisanti.us

Secondary Contact Person: Josi Wood

Address: 110 1st Ave NW, P.O. Box 428

City: Isanti State: MN Zip: 55040

Phone: 763 - 444 - 5512 Fax: - - Cell: 612 - 270 - 6185 E-mail: jwood@cityofisanti.us

EVENT INFORMATION

Date(s) of Event: 6/25/16; 7/16/16; 8/13/16

Hours of Event: 7:00-11:00 pm

Type of Event: Downtown Street Dance

If additional space is needed, use blank page at the end of this document:

Description of the Event:

Street Dances on 1st Ave & Main Street with food and non-food vendors. Back up location to be determined.

List of Activities:

Outdoor Concert, food vendors, non-food vendors, beer wagon

Proposed Location of the Event (be specific):

Downtown Isanti, intersection of 1st Ave & Main Street, backup location to be determined pending approval and agreement with property manager.

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

500 to 1000

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

X — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

X — Selling / Consumption of Alcohol

X — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail:

Parking available at City Hall, Community Center, & Eagle Park. Some street parking available.

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

X

Special Signage (Temporary Sign Permit Application will also be required) – Describe: Directional signage will be placed to direct traffic to event & parking. Temporary handicap signage for patrons of Creamery. Temp signage for business parking.

N/A

Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

X

Vendors will be present at the event (Attach information to the Application)

X

Tents, equipment, amusement rides, etc. Stage and Temporary 10x10 tent
Size: 15'x36'
Location: Between Retail Meats and Creamery on 1st Ave

N/A

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

N/A

Fireworks

X

Street Closure – if yes, what streets: Main St from RR tracks to 2nd Ave N. 1st Ave from City Hall to Alley behind Custom Meats/Post Office

X

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

Absolute Portable Restrooms to provide 5 additional restrooms. Possibly 2 more on Aug date.

X

Security Plans – Name or entity providing these services. (A Police Officer is required if alcohol is being served or at the discretion of the Police Chief).
Alcohol sales will be monitored with use of wristbands and law enforcement presence

X

Clean-up Plans – Describe in detail:
All trash will be picked up from street by Public Works and placed in receptacles.

X Live entertainment – Describe in detail: Christ Brooks Band - June 25, 2 sets play 7-11 pm; Boogie Wonderland - July 16, 2 sets play 7-11 pm; Jonah and the Whales - Aug 13, 2 sets play 7-11 pm

X Will any other public addressing system or sound amplification be used? If so, describe: Outside by band on stage

X Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

X If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? 1) No. 2) No. 3) Money collected from vendor fees helps with the costs of Street Dance.

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

APPLICANT SIGNATURE

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

Applicant Signature: Katie Everett Digitally signed by Katie Everett Date: 2016.01.12 12:40:01 -06'00'

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

Street Dances with performances by Jonah and the Whales, Boogie Wonderland, and the Chris Brooks Band, beer wagon, food & non-food vendors

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

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

(Special Events Holder Initials Here) KE

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

Participant Release and Indemnification required? YES ☑ NO____

(Special Events Holder Initials Here) KE

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

(Special Events Holder Initials Here) KE

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

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

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Katie Everett on behalf of the City of Isanti

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

Name Katie Everett

Title Community Events and Parks Coordinator

Signature Katie Everett Digitally signed by Katie Everett Date: 2016.01.12 12:39:33 -06'00'

Date 1/12/16

OFFICE USE ONLY

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

Fire Chief
__✓__ Approved _____ Denied _____ N/A Signature: E-mail Approval (attached)

Police Chief
__✓__ Approved _____ Denied _____ N/A Signature: Email Approval attached

Public Services Director
__✓__ Approved _____ Denied _____ N/A Signature: Jini Wood

Community Events & Parks Coordinator
__X__ Approved _____ Denied _____ N/A Signature: Katie Everett

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: Roxanne Ade

City Administrator
__X__ Approved _____ Denied _____ N/A Signature:

City Council
_____ Approved _____ Denied

Date of Review: _____

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, January 12, 2016 3:34 PM
To: Isanti Parks
Subject: RE: Special Event Permit - Street Dances

Hi Katie,

Isanti Fire approves the special event permits as submitted for the June 25, July 16 and August 13 street dances. Al Jankovich | IFD Fire Chief

Have a great day! Al

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Tuesday, January 12, 2016 2:46 PM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event Permit - Street Dances

Hello,

Attached is the application for the 2016 season of Street Dances. Dates: June 25, July 16, August 13. No changes to the layout from last year, except that we may position portable bathrooms differently (in the grass by Retail Meats, pending their approval). No special requests from Isanti Fire. We do request assistance from PD to monitor alcohol sales/consumption.

Please respond with your approval/non-approval at your earliest convenience.

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Josi Wood

From: Chief Gene Hill
Sent: Thursday, January 14, 2016 2:50 PM
To: Josi Wood
Cc: Isanti Parks
Subject: RE: Special event approval needed today if possible

APPROVED

Respectfully,

Gene C. Hill
Chief of Police
Emergency Management Director
Isanti Police Department
PO Box 428
401 First Ave NW
Isanti, Mn. 55040
763.444.4761 Office
763.444.4868 Fax

From: Josi Wood
Sent: Thursday, January 14, 2016 12:44 PM
To: Chief Gene Hill
Cc: Isanti Parks
Subject: Special event approval needed today if possible

Hi Gene,
Sorry that we gave a very short turnaround time and need a quick response....just making sure you received an email from Katie about the Street Dances. It will be the same location and logistics as last year and we'll also need reserves to help out with liquor control.
Thank you!
Josi

Josi Wood
Public Services Director
Office: 763-444-5512
Cell: 612-270-6188
Fax: 763-444-5560

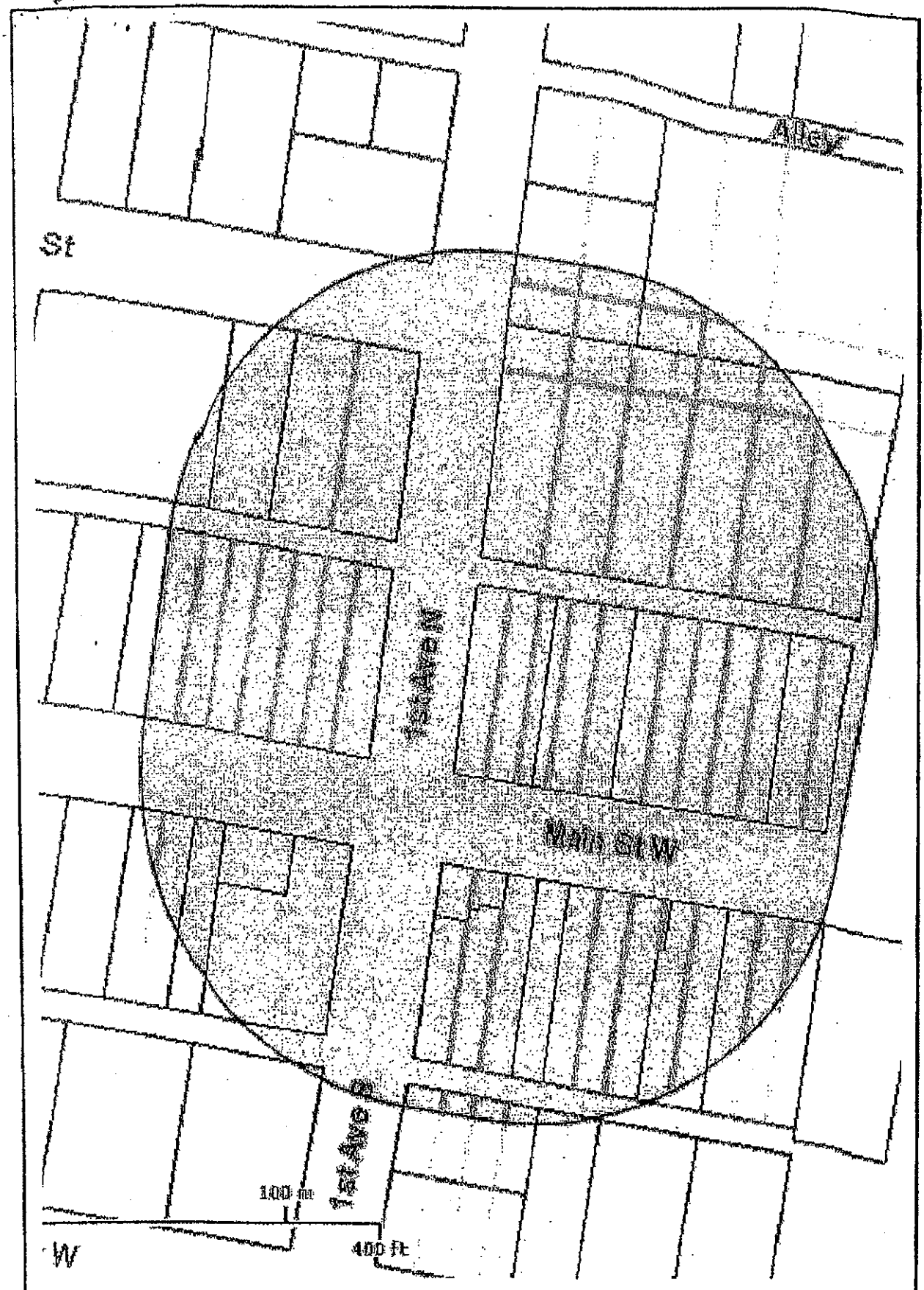
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Downtown Isanti Street Dance Layout

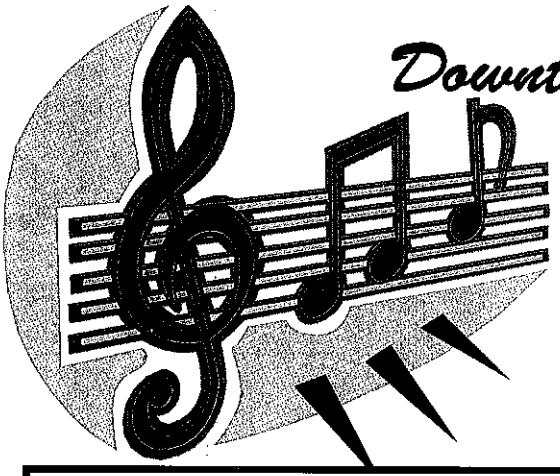
XXXX = Road Barricade 1, 2 = Row of Portable Bathrooms

P – Portable Restroom

G – Garbage Receptacle



Isanti Street Dance 350 Foot Radius



Downtown Isanti Street Dances

2015 Application for
City of Isanti Business
Non-Food Vendors
Outdoor Events
June 25, July 16 & Aug. 15
7-11pm

NAME OF CART/ BUSINESS_____

CONTACT NAME_____

ADDRESS_____

CITY_____ STATE_____ ZIP_____

BUSINESS PHONE_____ CELL_____

EMAIL_____

WEBSITE_____

LIST OF FOOD BEING SOLD_____

_____

_____

FOOD VENDOR FEE

	Applying for Event	Cost per Event
☐	June 25, 2016	$25
☐	July 16, 2016	$25
☐	Aug. 13, 2016	$25

Amount Enclosed
$_____

Preference will be given to vendors applying for all dates.

Make check payable to the **City of Isanti**.

Waiver of Liability Responsibility Indemnification—to the extent permitted by law, participant hereby agrees to protect, indemnify, defend and hold harmless the City of Isanti, City employees, agencies, insurers and volunteers against all claims, losses or damages to persons or property and costs arising out of or connected with the event associated with the Downtown Isanti Street Dances, including, but not limited to: set-up, removal, maintenance, occupancy or use of the property, the City of Isanti and its affiliates.

Authorized Signer for Business_____

Title_____ Date_____

- o Waiver of Liability must be signed (on this form).
- o Cancellations on or before 1 month prior to event for refund. Within 1 month all fees forfeited.
- o Band plays 7:00pm to 11:00pm. Set up can be as early as 4:00pm.
- o All vendors must comply with loading/unloading and parking regulations/restrictions. This info will come 2 weeks before event.
- o There will not be competing food types among vendors. Coordinator reserves the right to limit the types of food you offer.
- o All sales taxes and fillings are the sole responsibility of the vendor.
- o An ST-19 tax form must be submitted with this application for our records.
- o A copy of your Liability Insurance and State Health permit must accompany your application
- o This is an outdoor event. We are not responsible for the weather. In case of inclement weather, vendors will be notified of alternate plans. No refunds will be granted.
- o By signing this form you accept & agree to abide to the rules & regulations set forth for this event.

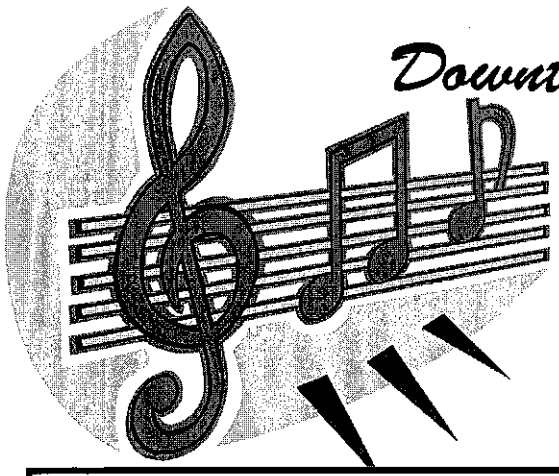
Vendor spaces are limited.

Mail to: City of Isanti, Attn: Katie Everett, PO BOX 428, Isanti, MN 55040

If you have questions, please contact Katie Everett, Community Events & Parks Coordinator

(763) 444-5512 isantiparks@cityofisanti.us

The City reserves the right to accept or deny vendors. Check will be returned to vendors not chosen.



Downtown Isanti Street Dances

2015 Application for
City of Isanti Business
Food Vendors
Outdoor Events
June 25, July 16 & Aug. 15
7-11pm

NAME OF CART/ BUSINESS _____

CONTACT NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

BUSINESS PHONE _____ CELL _____

EMAIL _____

WEBSITE _____

LIST OF FOOD BEING SOLD _____

_____

_____

FOOD VENDOR FEE

	Applying for Event	Cost per Event	
☐	June 25, 2016	$25	Amount Enclosed
☐	July 16, 2016	$25	$_____
☐	Aug. 13, 2016	$25	

Preference will be given to vendors applying for all dates.

Make check payable to the **City of Isanti**.

Waiver of Liability Responsibility Indemnification—to the extent permitted by law, participant hereby agrees to protect, indemnify, defend and hold harmless the City of Isanti, City employees, agencies, insurers and volunteers against all claims, losses or damages to persons or property and costs arising out of or connected with the event associated with the Downtown Isanti Street Dances, including, but not limited to: set-up, removal, maintenance, occupancy or use of the property, the City of Isanti and its affiliates.

Authorized Signer for Business _____

Title _____ Date _____

- o Waiver of Liability must be signed (on this form).
- o Cancellations on or before 1 month prior to event for refund. Within 1 month all fees forfeited.
- o Band plays 7:00pm to 11:00pm. Set up can be as early as 4:00pm.
- o All vendors must comply with loading/unloading and parking regulations/restrictions. This info will come 2 weeks before event.
- o There will not be competing food types among vendors. Coordinator reserves the right to limit the types of food you offer.
- o All sales taxes and fillings are the sole responsibility of the vendor.
- o An ST-19 tax form must be submitted with this application for our records.
- o A copy of your Liability Insurance and State Health permit must accompany your application
- o This is an outdoor event. We are not responsible for the weather. In case of inclement weather, vendors will be notified of alternate plans. No refunds will be granted.
- o By signing this form you accept & agree to abide to the rules & regulations set forth for this event.

Vendor spaces are limited.

Mail to: City of Isanti, Attn: Katie Everett, PO BOX 428, Isanti, MN 55040

If you have questions, please contact Katie Everett, Community Events & Parks Coordinator

(763) 444-5512 isantiparks@cityofisanti.us

The City reserves the right to accept or deny vendors. Check will be returned to vendors not chosen.

Month Day, 2016

Dear Isanti Business Owner:

The City of Isanti will be hosting three (3) street dance events in the summer of 2016. On Saturday June 25, 2016 (Jonah and the Whales), Saturday July 16 (Boogie Wonderland), and Saturday August 13 (Chris Brooks Band) bands will begin playing at 7:00 pm and finish at 11:00 pm. The featured band will perform on an outdoor stage at the corner of 1st Avenue and Main Street, between Isanti Retail Meats and the Creamery Crossing.

All of these events will require street closures for participant safety. Main Street will be closed from just west of the railroad tracks to 3rd Avenue. 1st Avenue will be closed from the alley south of Main Street to the alley north of Main Street. The road closures will begin at approximately 7 AM the day of each event. Please make plans for this in advance of the event. **No Parking will be allowed on the closed portion of Main Street 4 PM the day of the event – 12 AM the next day.** We appreciate your cooperation.

We hope you will take advantage of the heightened foot traffic that will be in the downtown Isanti area during the time of these events. You may wish to consider opening your store for an extended period of time to generate more sales, or utilize the sidewalk in front of your store for a sidewalk sale. You are also welcome to hand out information to promote your business such as coupons to redeem at a later date or a discount offered for this day. We hope that these events prove advantageous for your business.

If you have any questions please call Katie at 763.444.5512.

Sincerely,

Katie Everett

Katie Everett
Community Events & Parks Coordinator

Month Day, 2016

Dear Isanti Resident:

The City of Isanti will be hosting street dances throughout Summer 2016. On Saturday **June 25**, (Jonah and the Whales), Saturday **July 16** (Boogie Wonderland), and Saturday **August 13** (Chris Brooks Band) bands will begin playing at 7:00 pm and finish at 11:00 pm. The featured band will perform on an outdoor stage at the corner of 1st Avenue and Main Street, between Isanti Retail Meats and the Creamery Crossing.

If you live close to the intersection of Main Street and 1st Avenue you may be able to hear the music from your home. The band will be playing from 7:00 -11:00 pm with sound check beginning as early as 4:00 pm. Please be advised that music will be played at levels within City approved regulations.

The street dance will require street closures for participant safety. Main Street will be closed from just west of the railroad tracks to 2nd Avenue. 1st Avenue will be closed from the alley south of Main Street to the alley north of Main Street before City Hall. The road closures will begin between 2:00 pm and 4:00 pm. Please make plans for this in advance of the event. **No Parking will be allowed on the closed portion of Main Street 4:00 pm the day of the event until 12:00 am the next day.** These road closures will not affect accessibility to your home. We appreciate your cooperation.

In the event of significant rainfall the event will be moved to [TBD] and the roads will not be closed in Downtown Isanti.

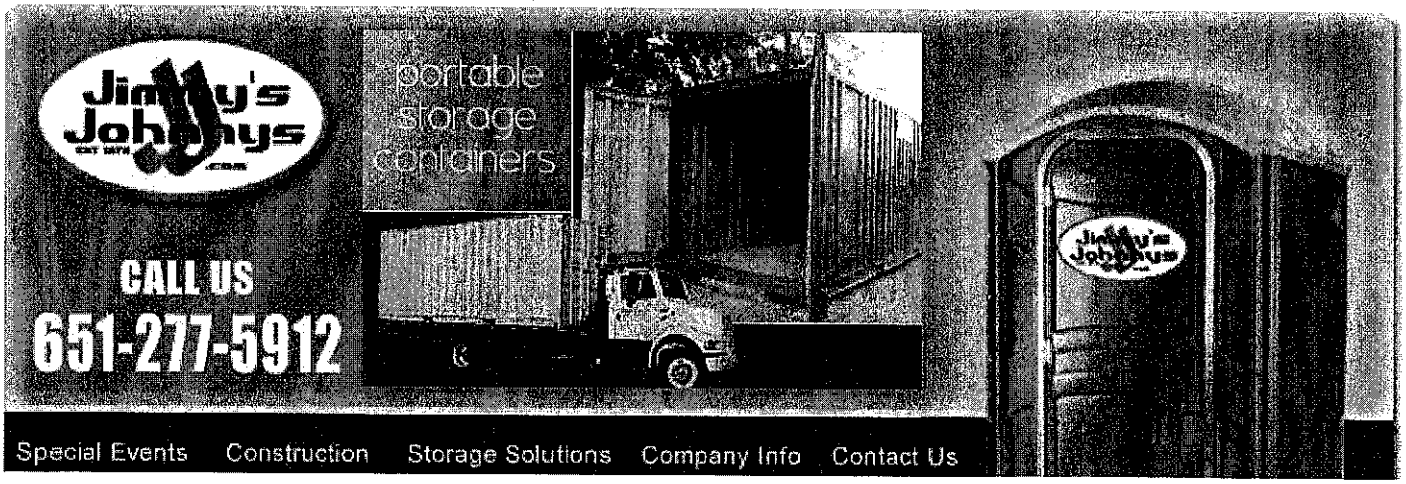
We hope you will attend the street dance event and enjoy the concert, beer wagon, and food vendors that will be present.

If you have any questions or concerns, please contact Katie at 763.444.5512.

Sincerely,

Katie Everett

Katie Everett
Community Events & Parks Coordinator



Planning for Special Events

The chart below was designed to advise you of the sanitary guidelines you should apply to your event. More restrooms may be needed than specified if you want to prevent people from waiting in line.

- Special Events
  - Restroom trailers
  - Wheelchair/ADA restrooms
  - Family restrooms
  - Freshwater flushing restrooms
  - Standard restrooms
  - Portable sinks
  - Weddings
  - Event Planning
- Construction/Commercial
- Storage Solutions

Usage chart for events

NUMBER OF PEOPLE PER DAY	NUMBER OF HOURS FOR EVENT PER DAY (ASSUMES SERVICING PER DAY)									
	1	2	3	4	5	6	7	8	9	10
250	2	2	2	2	2	3	3	3	3	3
500	2	3	4	4	4	4	4	4	4	4
1000	4	5	6	7	7	8	8	8	8	8
2000	6	10	12	13	14	14	14	15	15	15
3000	9	14	17	19	20	21	21	21	21	22
4000	12	19	23	25	28	28	28	30	30	30
5000	15	23	30	32	34	36	36	36	36	36
6000	17	28	34	38	40	42	42	42	44	44
7000	20	32	40	44	46	48	50	50	50	50
8000	23	36	46	50	54	57	57	58	58	58
9000	26	42	52	56	60	62	62	62	64	64
10000	30	46	57	63	66	70	70	72	72	72
12500	36	58	72	80	84	88	88	88	88	92
15000	44	70	84	96	100	105	105	110	110	110
17500	50	80	100	110	115	120	125	125	126	126
20000	57	92	115	125	132	138	138	144	144	150
25000	72	115	144	154	168	175	175	176	176	184
30000	88	138	168	192	200	208	208	216	216	216

Special event organizers should refer to the usage chart above for use in determining the number of portable restrooms needed at a special event. Factors that may skew this chart:

* Does not allow for excessive consumption of beer that will cause the quantity of portables to be insufficient.

* If event space is a problem for a large quantity of portable toilets, then perhaps an alternative to reducing the number of units needed is an increase in the service/cleaning of the portable restroom units during the day of the event. If the units are serviced twice during each day of the event, you can cut the number required in half.

A Community For Generations.

Isanti

K.4.

Request for Council Approval

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 19, 2016

Subject: Request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota.

Background

Tim Marinan is the owner of South Isanti Auto Sales. Mr. Marinan is requesting to locate his vehicle sales operation at 401 E Dual Blvd NE – the Dual Square Mall. Bullseye Properties owns this property and has submitted a letter of support for such use on their property. This property is zoned "B-2" General Business District. Motor vehicle sales are permitted with the approval of a Conditional Use Permit within this district. A maximum of five vehicles will be displayed on site at any one time. The attached site plan shows the location of the display vehicles as being the five stalls facing East Dual Boulevard. This use was discussed with the Development and Operations Advisory Committee at their December 17th meeting. DOAC had no objections or major concerns of the operations of a motor vehicle sales office with vehicle display.

The specific conditions outlined in Section 13: Use Regulations are as follows (not all are applicable):

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
   The principal building is roughly 9,250 square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
   The use is part of an existing building with previous site plan approval.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
   There are 45 parking stalls on site. The Mall requires 37 stalls (1 stall/250sf floor area). 5 stalls will be used for display, bring the total used stalls to 42.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
   Applicant to be made aware of this requirement.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
   Applicant states no on site repair, assembly, disassembly or maintenance will occur on site.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
   A site plan indicating the location of the display vehicles has been submitted and is attached.

7. No outside speaker system shall be permitted without the approval from the City Council.
   Applicant to be made aware of this requirement.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
   Not applicable.

Staff Recommendation:
Staff recommends approval of the Conditional Use Permit subject to the conditions outlined in Sections 13 and 21 of Zoning Ordinance No. 445.

Comprehensive Plan
The 2008 Comprehensive Plan has the area guided for General Commercial Development. The existing uses and the proposed use would appear to meet purpose, goals, and objectives of this land use classification.

Zoning
The property is zoned "B-2" General Business District. Motor Vehicle Sales are listed as a Conditional Use within the "B-2" District. The petitioner is subject to the application requirements, procedure, and performance standards as outlined within Section 21 Administration, Article 2 Conditional Use Permits and Section 13 Use Regulations, Subdivision12 of Ordinance No. 445: Zoning.

Zoning Ordinance Provisions
The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Conditional Use Permit Requirements
Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
   5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Section 13 Use Regulations

Subdivision 12: Motor Vehicle Sales and Rental/Leasing Facilities

A. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
B. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
C. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this ordinance.
D. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
E. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
F. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
G. No outside speaker system shall be permitted without the approval from the City Council.
H. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

Certification of Taxes Paid

Prior to approving an application for a conditional use permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Wednesday, December 9th, 2015; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on December 30th, 2015. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Development and Operations Advisory Committee:

The Development Advisory Committee met on December 17, 2015 to discuss the Conditional Use Permit request. The committee recommended approval of the CUP subject to the submittal of all requested documents and information requested by the Community Development Director.

Planning Commission Recommendation:

Motion by Kennedy second by Cesafsky to recommend approval of the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota based on the Findings of Fact and conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for a Conditional Use Permit on December 9th, 2015. Pursuant to Minnesota State Statute, the City must act on this request by February 7th, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at

401 E Dual Blvd NE, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Approval letter from property owner – Bullseye Properties dated December 8, 2015
- Site Layout of car display location

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR MOTOR VEHICLE SALES IN THE BUILDING LOCATED AT 401 EAST DUAL BOULVARD NE, ISANTI COUNTY, ISANTI, MINNESOTA

WHEREAS, Bullseye Properties own the property located at 401 East Dual Boulevard NE, Isanti, Minnesota; and,

WHEREAS, Tim Marinan is requesting to operate a motor vehicle sales office with vehicle displays within the building located at 401 East Dual Boulevard NE; and,

WHEREAS, the property is located within the "B-2" General Business District, which requires a Conditional Use Permit (CUP) for motor vehicle sales and display within said district; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on January 12th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on January 19th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit for a motor vehicle sales and display to be located at 401 East Dual Boulevard NE be hereby approved subject to the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

Adopted by the Isanti City Council on this 19th day of January 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting to operate a Motor Vehicle Sales and Display on the property located at 401 East Dual Boulevard NE (Dual Square Mall).
2. The property is zoned "B-2" General Commercial District.
3. A Conditional Use Permit is required for Motor Vehicle Sales and Display within the "B-2" General Commercial District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on December 9th, 2015. Staff had reviewed such application and deemed such application complete on December 9th, 2015. Pursuant to Minnesota State Statute, the City must act on this request by February 7th, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, January 12th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, December 30th, 2015. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.
8. The Planning Commission held a public hearing on the item on January 12th, 2016; and all property owners within 350' of the subject property were invited to attend and provide public comment.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     As outlined within the staff memo, the elements of the project would appear to meet the requirements of the zoning ordinance and the intent of the land use designation in which the property is located.
   - B. Consistency with City Codes.
     Overall, the proposal appears to be consistent with city codes and ordinances. The plans provided would appear to meet the minimum requirements set by the zoning ordinance (setbacks, parking, landscaping, lighting, etc).
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     This is an existing site. There will be no physical changes to the property.
   - D. The amount and location of open space and landscaping.
     The amount of open space and landscaping are based upon the original site plan.
   - E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior

drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
The existing parking area meets the parking requirements set forth in Section 17 of the Zoning Ordinance.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
There will be no physical changes to the property. Vehicle displays are permitted within the General Commercial District. There are no residential properties nearby requiring additional screening.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
Not applicable.

2. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
As noted, the proposed use for the site would be consistent with the goals and objectives of the comprehensive plan.

B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
The proposed use a permitted conditional use. It fits the intent of the ordinance and underlying zoning district ("B-2" General Commercial District).

C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The establishment of the conditional use does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community. The proposal follows the requirements further outlined in Section 13: Use Regulations for Motor Vehicle Repair and/or Body Shop.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The use of this property as a motor vehicle body shop will be maintained within the building and shall abide by the conditions outlined in Section 13: Use Regulations for Motor Vehicle Sales.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The use of this property for motor vehicle sales will not be detrimental to surrounding properties, nor will it impede normal and orderly growth.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Adequate public facilities and services are existing and available.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning

ordinance. Conditions will be placed on the approval to ensure that the property is used in accordance to the ordinance requirements.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

3. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access and parking for this development are in compliance with Section 17 of this Ordinance.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Access and parking for this development are in compliance with Section 17 of this Ordinance.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Landscaping is existing and is consistent with the approved site plan for such building.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
No additional lighting will be added.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Not applicable.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
There will be no changes to the existing building.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
The refuse container is part of the existing building.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.

There are no signage changes proposed.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull the appropriate permits and any appropriate fees must be paid for these permits and inspections completed by the appropriate staff person prior, during, and following construction.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
All performance standards are to be met and maintained.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

Decision

The Planning Commission held a public hearing on the item at the **January 12th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Motion by Kennedy second by Cesafsky to recommend approval of the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota based on the Findings of Fact and conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

Motion carried unanimously.

Bullseye Properties
PO Box 189
Monticello, MN 55362

Bullseye Properties
Management · Leasing · Realty

City of Isanti
Zoning Department
110 1st Avenue NW
Isanti, MN 55040

December 8, 2015

Dear Roxanne Achman,

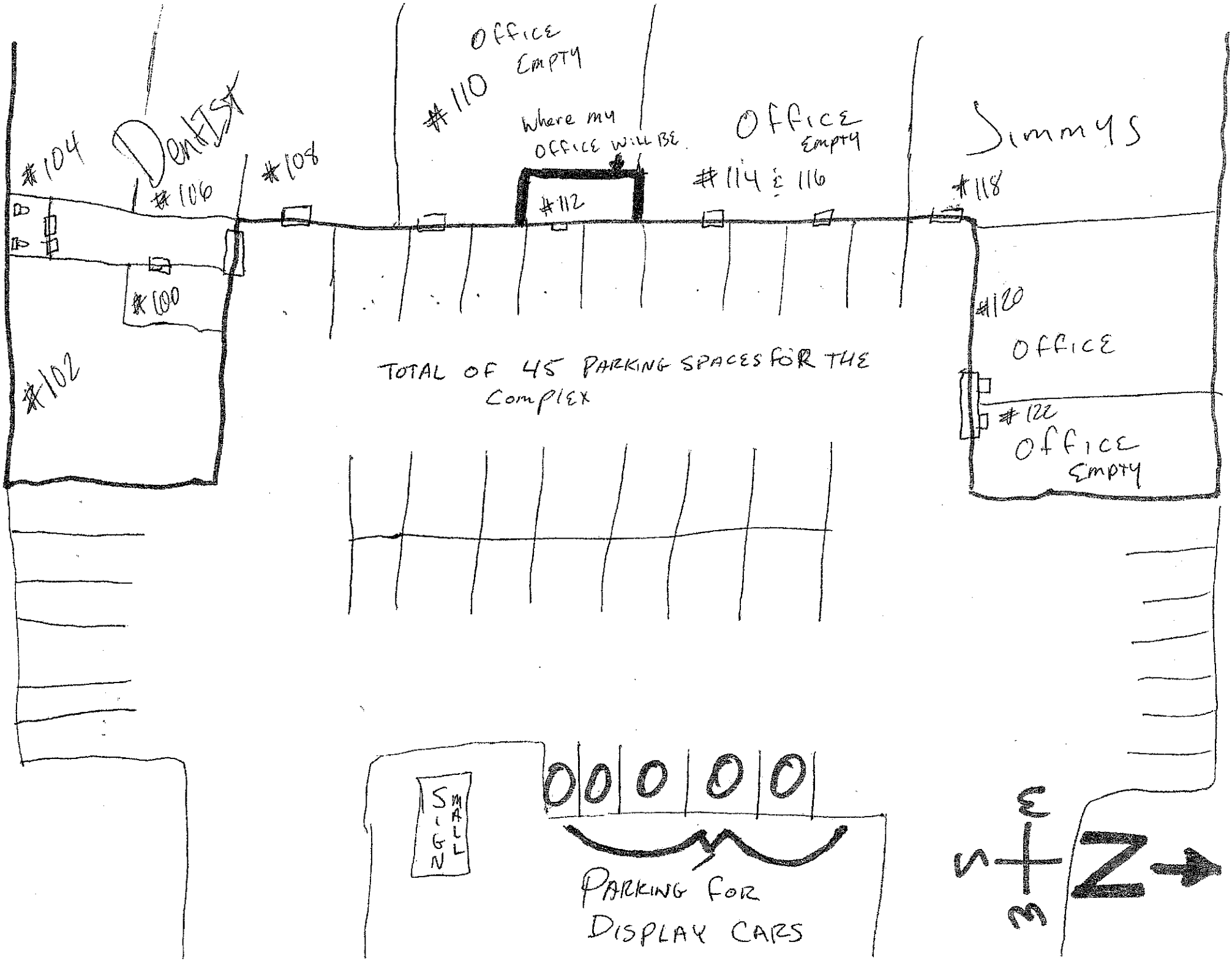
Isanti Auto is applying for lease space at the Dual Square Mall located at 401 E Dual Boulevard in Isanti, Minnesota.

We may approve his application but it is conditional upon the approval by the City of Isanti Zoning Department for his type of business.

Please contact me or John Twardy at (763) 295-6566 with any questions. We can also be reached via e-mail at chastine@bullseye411.com or john@bullseye411.com.

Regards,

Chastine Stewart
Office Manager


#104
Dentist
#106
#108
#110
Office
Empty
Where my
Office will be
#112
Office
Empty
#114 & 116
Jimmys
#118
#120
Office
#122
Office
Empty
#100
#102
TOTAL OF 45 PARKING SPACES FOR THE
Complex
SMALL
SIGN
PARKING FOR
DISPLAY CARS
N
E
S
Z

A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 19th, 2016

Subject: Request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota.

Background

Property Resource Group, the owners behind Isanti Holdings LLC and property owners of Isanti Commons First Addition, have submitted a request to subdivide Lot 1, Block 1, Isanti Commons First Addition into two lots. Lot 1 (5.9 acres) will consist of the Coborn's grocery store, gas station and car wash. Lot 2 (1.9 acres) will be separated for future development. Staff does not currently have a request to develop this site, however, it is zoned B-2 for General Commercial uses.

The Development Agreement will be amended at the January 19th, 2016 City Council meeting to reflect the plats name change.

The City Engineer recommends approval of the plat subject to the review comments outlined in the attached memo dated January 11, 2016. Staff has no concerns with the plat.

Staff recommends approval of the plat subject to addressing the City Engineer's review comments from January 11, 2016.

Certification of Taxes Paid

Prior to approving an application for Minor Subdivision, certification must be provided to the City that there are no delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Friday, December 18th, 2015; that all taxes associated with the property were current.

Public Notice

A public hearing notice was published in the Isanti County News on Wednesday, December 30th, 2015. Written notification was sent to surrounding properties owner located within 350' of said development. Such letters were sent on December 30th, 2015.

Public Comments

No public comments had been received regarding the proposed text amendment prior to the release of the staff memo.

Planning Commission Recommendation:

Motion by Cesafsky second by Bergley to recommend approval of the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the

property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. An agreement with the owner of the triangular piece of property located east of the proposed pond will need to be in place prior to performing any work on that property.
2. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.
3. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.
4. The Development Agreement for Isanti Commons First Addition shall be amended to reflect the plat name change associated with this property.

Motion carried unanimously.

Deadline for City Council Action

The applicant submitted an application for Preliminary Plat approval on December 18th, 2015. City staff did verify that the application was complete on December 18th, 2015. Pursuant to Minnesota State Statute, the City must act on this request by April 16th, 2016 (120-days); unless an extension of the review period has been agreed to by the applicant.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota for the following reasons……
4. Table: Motion to table the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016-XXX
- Findings of Fact and Conclusions
- Bolton & Menk, Inc. Review Comments dated January 11, 2016.

- Preliminary Plat for Isanti Commons Second Addition as prepared by APA Consulting Engineers and Surveyors submitted January 11, 2016.
- Final Plat for Isanti Commons Second Addition as prepared by APA Consulting Engineers and Surveyors submitted January 11, 2016.

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE MINOR SUBIDIVISION OF THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, ISANTI COMMONS FIRST ADDITION, ISANTI COUNTY, MINNESOTA

WHEREAS, Property Resource Group, has made application for the Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Minnesota; and,

WHEREAS, the Isanti Planning Commission conducted a public hearing on the Preliminary and Final Plat on January 12th, 2016; and,

WHEREAS, all required public notices regarding the public hearing were posted and sent; and

WHEREAS, the Isanti Planning Commission had recommended approval of the requested Minor Subdivision based upon the Findings of Fact and Conclusion as presented with conditions; and,

WHEREAS, the City Council reviewed the Minor Subdivision request at its meeting on January 19th, 2016; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that it adopts the Findings of Fact and Conclusion related to the requested Minor Subdivision and **BE IT FURTHER RESOLVED** that the requested Minor Subdivision Approval from Property Resource Group be approved with the following conditions:

1. An agreement with the owner of the triangular piece of property located east of the proposed pond will need to be in place prior to performing any work on that property.
2. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.
3. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.
4. The Development Agreement for Isanti Commons First Addition shall be amended to reflect the plat name change associated with this property.

Adopted by the Isanti City Council on this 19th day of January 2016.

Attest: Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The applicant, the City of Isanti ('the applicant'), has made application for Minor Subdivision Approval of Isanti Commons Second Addition, Isanti County, Minnesota.
2. The property is legally described as Lots 1, Block 1, Isanti Commons First Addition Isanti County, Minnesota.
3. The Applicant is requesting Minor Subdivision Approval in an effort to prepare for future development of the land.
4. The property is zoned B-2 "General Business District".
5. A Minor Subdivision is considered a major change requiring a public hearing and notification of all property owners within 350'; and final approval by the City Council.
6. The Applicant submitted an application for Minor Subdivision Approval on December 18th, 2015. It was deemed complete on December 18th, 2015.
7. A public hearing date before the Planning Commission was scheduled for Tuesday, January 12th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
8. Notice of the Minor Subdivision request was published within the Isanti County News on Wednesday, December 30th, 2015.

Conclusions

1. The platting of the property would appear to meet the lot requirements and setback requirements as provided within the zoning ordinance for properties located within the B-2 "General Business District".
2. The platting of the property would appear to meet the Design Standards as required by Ordinance No. 536.
3. Comments from the City Engineer dated January 11, 2016 need to be addressed prior to recording of the plat.

Decision

The Planning Commission held a public hearing on the item at the **January 12th, 2016** meeting. The meeting minutes, staff memo and exhibits will be made part of the Findings of Facts and Conclusions.

Motion by Cesafsky second by Bergley to recommend approval of the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. An agreement with the owner of the triangular piece of property located east of the proposed pond will need to be in place prior to performing any work on that property.
2. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two

(2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.

3. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.
4. The Development Agreement for Isanti Commons First Addition shall be amended to reflect the plat name change associated with this property.

Motion carried unanimously.

City Council Action:

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: January 11, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Isanti Commons 2nd Addition – Final Plat Review
Isanti, Minnesota

We have reviewed the final plat created by APA Consulting entitled "Isanti Commons Second Addition" and submitted on January 11, 2016.

The plat includes splitting Lot 1 Block 1 from the Isanti Commons 1st Addition into two separate lots.

We have reviewed the submitted plat and have the following comments:

1. An agreement with the owner of the triangular piece of property located east of the proposed pond will need to be in place prior to performing any work on that property.

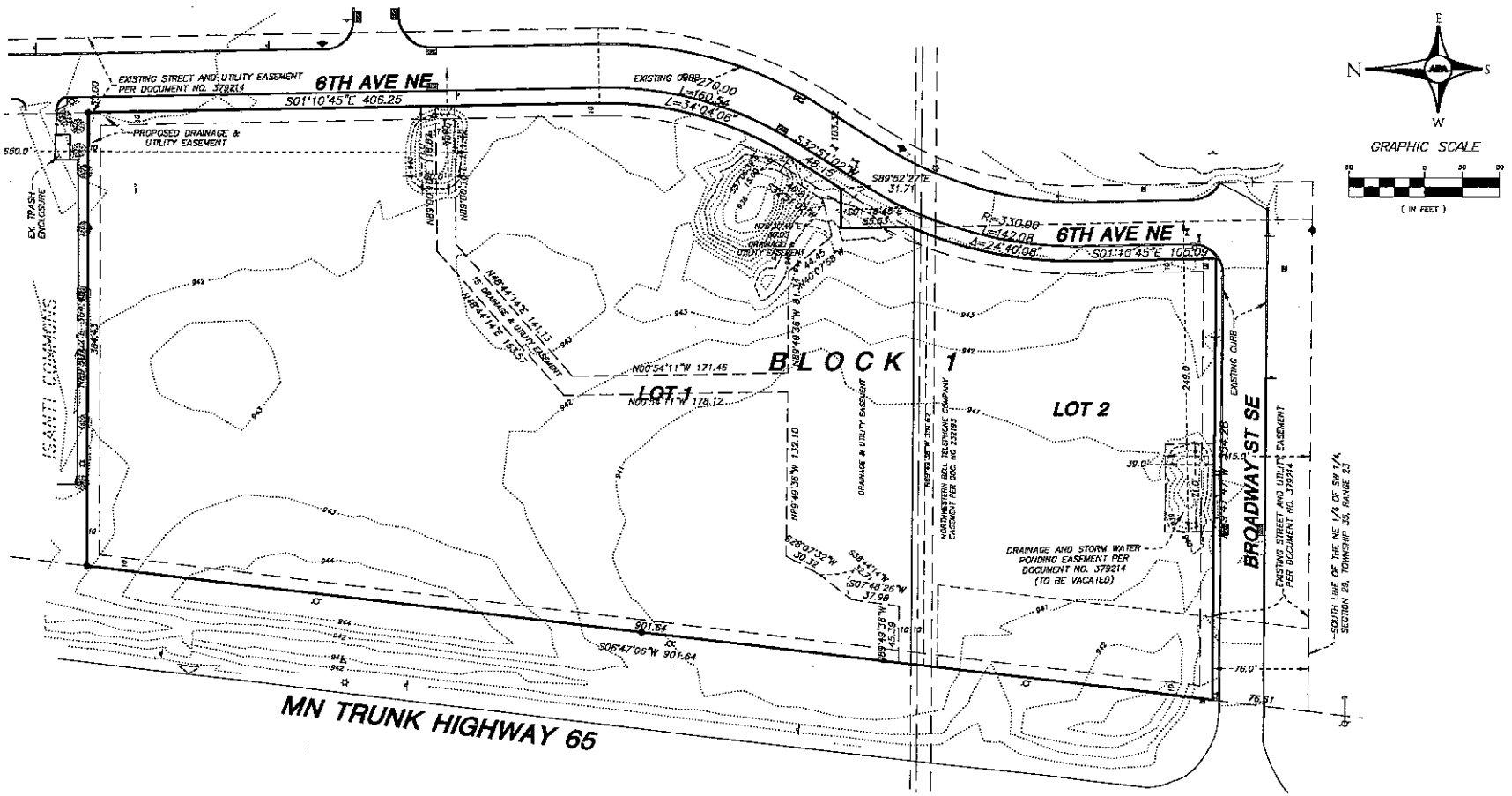
We recommend approval of the final plat as submitted.

Please contact me if you have any questions.

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

PRELIMINARY PLAT OF:
ISANTI COMMONS SECOND ADDITION

SEC. 29, TWP. 35, RNG. 23
ISANTI COUNTY



LOT AREAS

Lot 1 – 5.9 Acres
Lot 2 – 1.9 Acres

OWNER

ISANTI HOLDINGS, LLC
4265 4TH ST S
SUITE 200
FARGO, ND 58104

ZONING DISTRICT

B-2 GENERAL BUSINESS

LOT REQUIREMENTS

Minimum Front Yard Setback:
30 feet

Minimum Side Yard Setback:
15 feet
20 feet from street side

Minimum Rear Yard Setback 15 feet

LEGEND

- DENOTES EXISTING TELEPHONE PEDESTAL
- DENOTES EXISTING ROAD SIGN
- DENOTES EXISTING GATE VALVE
- DENOTES EXISTING HYDRANT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING FLARED END SECTION
- DENOTES EXISTING CATCH BASIN
- DENOTES EXISTING TREE
- DENOTES FOUND MONUMENT

LEGAL DESCRIPTION

LOT 1, BLOCK 1, ISANTI COMMONS FIRST ADDITION, ACCORDING TO THE PLAT OF RECORD THEREOF, ISANTI COUNTY, MINNESOTA.

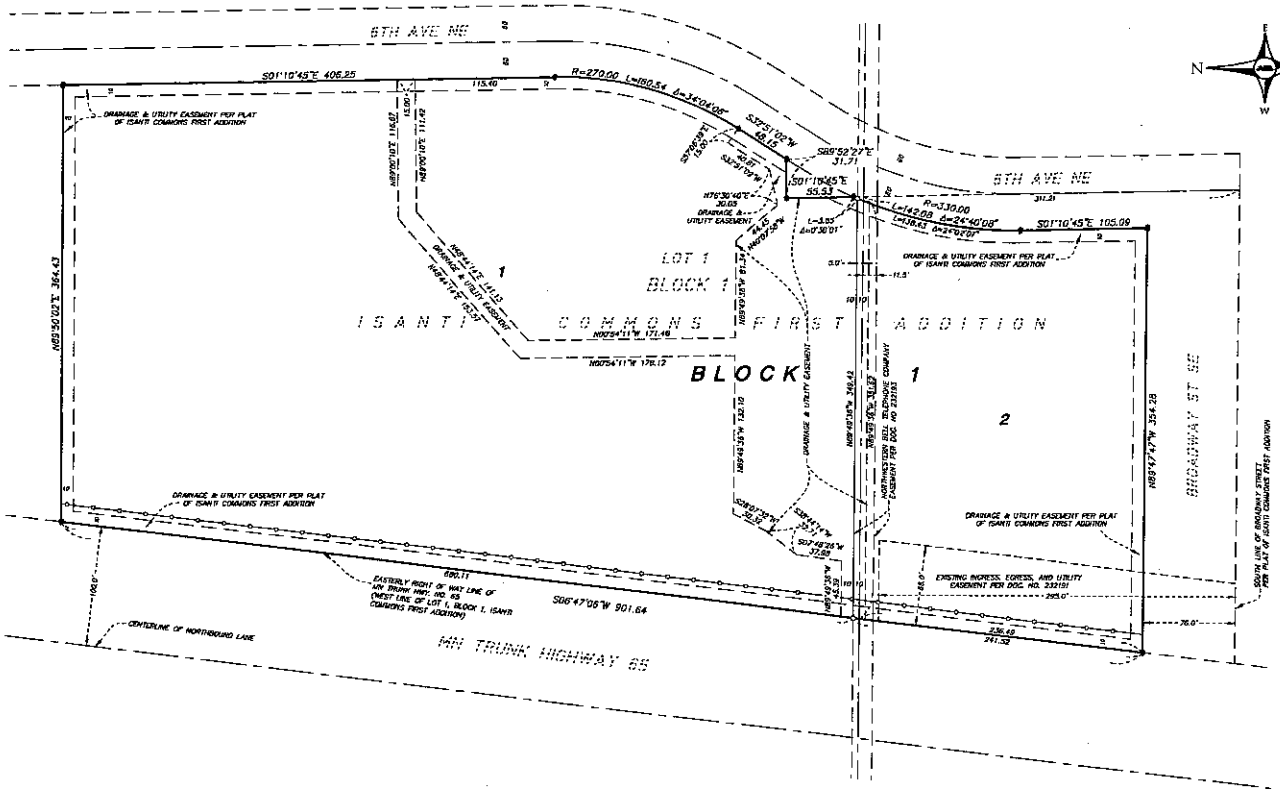
NOTE

THE EXISTING TOPOGRAPHY SHOWN HEREON IS PRIOR TO THE CONSTRUCTION THAT IS CURRENTLY TAKING PLACE ON THIS SITE.

APA CONSULTING ENGINEERS & SURVEYORS
CAMBRIDGE, MN

ISANTI COMMONS SECOND ADDITION

SEC. 28, TWP. 35, RNG. 23
ISANTI COUNTY



LEGEND

- ○ DENOTES SET IRON MONUMENT
- ■ DENOTES FOUND MONUMENT
- —o—o— DENOTES ACCESS CONTROL DEDICATED TO MNDOT ON THE PLAT OF ISANTI COMMONS FIRST ADDITION

NOTE REGARDING WETLANDS

THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES, UNITED STATES CORPS OF ENGINEERS AND OTHER WATER MANAGEMENT AGENCIES HAVE CATEGORIZED VARIOUS WETLANDS, MUCH ARE NOT ADMINISTERED BY CHAPTER 505.01, SUBDIVISION 3 OF MINNESOTA STATUTES AND MAY NOT BE SHOWN HEREON. DEVELOPMENT OF LANDS CONTAINING SAID WETLANDS MAY BE SUBJECT TO SPECIAL CONDITIONS OR LIMITATIONS.

BEARING NOTE

FOR THE PURPOSES OF THIS PLAT, SOUTH LINE OF LOT 1, BLOCK 1, ISANTI COMMONS FIRST ADDITION, IS ASSUMED TO BEAR SOUTH 89 DEGREES 47 MINUTES 47 SECONDS EAST (ISANTI COUNTY NAD83 GEODETIC HDR83 - 1996 ADJUSTMENT).

KNOW ALL MEN BY THESE PRESENTS: That Isanti Holdings, LLC, a Minnesota limited liability corporation, owner and proprietor of the following described property situated in the County of Isanti, State of Minnesota, to wit:

Lot 1, Block 1, ISANTI COMMONS FIRST ADDITION, according to the plat thereof on file and of record in the office of the County Recorder, Isanti County, Minnesota.

Subject to easements, restrictions, or reservations of record, if any.

Has caused the same to be surveyed and platted as ISANTI COMMONS FIRST ADDITION and do hereby donate and dedicate to the public for public use forever the public way, as shown on this plat, and also dedicating the easements as shown on this plat for public utility and/or drainage purposes only.

In witness whereof said Isanti Holdings, LLC has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

_____
Kevin L. Christianson, President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument by Kevin L. Christianson, President of Isanti Commons, LLC, a Minnesota limited liability corporation, on behalf of the corporation, was acknowledged before me this _____ day of _____, 20___.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that I have surveyed and platted or directly supervised the surveying and platting of the land described on this plat; that this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated on the plat; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of this date are shown and labeled; and all public ways are shown and labeled; and that there are no wetlands, as defined in MS 505.01, Subd. 3, or public highways to be designated other than shown. (Subject to note regarding wetlands on the face of this plat.)

_____
Kyle J. Roddy, Land Surveyor
Minnesota License Number 42627

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Kyle J. Roddy, Land Surveyor, Minnesota License Number 42627.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that this plat has been checked and recommended for approval as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20___.

_____
Isanti County Surveyor
Min. License No. _____

Approved by the City Council of Isanti, Minnesota, this _____ day of _____, 20___, and is in compliance with the provisions of Chapter 505.03, Subd. 2, Minnesota Statutes.

_____ _____
Mayor City Administrator

Approved as to form and execution this _____ day of _____, 20___.

Recommended for approval this _____ day of _____, 20___.

_____ _____
Isanti City Attorney Isanti City Engineer

Approved by the Planning Commission of the City of Isanti, Minnesota on this _____ day of _____, 20___.

_____ Attest _____
Chairperson Secretary

I hereby certify that the taxes for the year _____ on the property described herein have been paid and that there are no delinquent taxes and transfer entered on this _____ day of _____, 20___.

_____ By _____
Isanti County Auditor-Treasurer Deputy

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20___ at _____ o'clock ___M, and was duly recorded as Document No. _____.

_____
County Recorder, Isanti County, Minnesota.

APA CONSULTING
ENGINEERS & SURVEYORS
CAMBRIDGE, MN

A Community For Generations.

Isanti

K.6.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 19th, 2016

Subject: Request from Property Resource Group on behalf of Isanti Holdings, LLC for an Amendment to the Isanti Commons First Addition Development Agreement.

Background

The replatting of Lot 1, Block 1, Isanti Commons First Addition will require the name of the plat to change to Lots 1 & 2, Block 1, Isanti Commons Second Addition. To ensure that it is clear that both Lots 1 & 2 are part of the Development Agreement, an amendment is being requested to change any reference of Lot 1, Block 1, Isanti Commons First Addition to Lots 1 & 2, Block 1, Isanti Commons Second Addition.

The requested amendment was drawn up by Mr. Robert Deike. Property Resource Group (Isanti Holdings, LLC) is in agreement with the proposed amendment.

Attachments

- Resolution No. 2016-XXX
- First Amendment to Isanti Commons First Addition Development Agreement

RESOLUTION NO. 2016-

A RESOLUTION APPROVING AN AMENDMENT TO THE ISANTI COMMONS FIRST ADDITION DEVELOPMENT AGREEMENT, RECORDED AS DOCUMENT NO. A454340

WHEREAS, Isanti Holdings LLC (Property Resource Group), has made application for the Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Minnesota; and,

WHEREAS, the subdivision of such property will create a new plat name for Isanti Commons First Addition in its entirety; and,

WHEREAS, the Development Agreement for Isanti Commons First Addition was approved by the City Council through Resolution No. 2015-254 and recorded as Document No. A454340; and

WHEREAS, the components of the Development Agreement will remain the same; however, all references to Lot 1, Block 1, Isanti Commons First Addition will be replaced with Lots 1 & 2, Block 1, Isanti Commons Second Addition; and,

WHEREAS, Exhibit A was drafted by Attorney Robert Deike; and,

WHEREAS, the property owners, Isanti Holdings LLC (Property Resource Group), are in agreement with the amendment;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that the First Amendment of the Isanti Commons First Development Agreement is hereby approved in substantially the form presented to the City in Exhibit A and **BE IT FURTHER RESOLVED** that the Amendment to the Isanti Commons First Addition Development Agreement be approved subject to the following conditions:

1. Approval and recording of Isanti Commons Second Addition.

Adopted by the Isanti City Council on this 19th day of January 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

EXHIBIT 'A'

FIRST AMENDMENT TO ISANTI COMMONS FIRST ADDITION DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO ISANTI COMMONS FIRST ADDITION DEVELOPMENT AGREEMENT (the "Amendment"), is made on or as of the _____ day of _____, 2015, by and between the City of Isanti, a Minnesota municipality organized and existing under the laws of the State of Minnesota (hereinafter referred to as the "City"), and Isanti Holdings, LLC, a Minnesota limited liability company (hereinafter referred to as the "Developer"),.

WHEREAS, the City and Developer have entered into that certain Isanti Commons First Addition Development Agreement dated as of November 13, 2015, and recorded in the office of the Isanti County Recorder/Registrar of Titles on November 16, 2015, as Document No. A454340 (the "Agreement"); and

WHEREAS, the Agreement relates to the real property legally described as Isanti Commons First Addition (the "Property"); and

WHEREAS, subsequent to the execution of the Agreement the Property was re-platted and the City and Developer desire to amend the Agreement to reflect the new legal description of the Property.

NOW, THEREFORE, the City and Developer do hereby agree as follows:

Section 1. All references in the Agreement to "Isanti Commons First Addition" are hereby changed to "Lots 1 and 2, Block 1, Isanti Commons Second Addition".

Section 2. All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Amendment to be duly executed in its name and behalf and the Developer has caused this Amendment to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI

By_____

By_____

ISANTI HOLDINGS, LLC

By_____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2015, by _____ and _____, the _____ and _____ of the City of Isanti, a statutory City, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of Isanti Holdings, LLC, a Minnesota limited liability company, on behalf of the company.

_____

Notary Public

This document was drafted by:

Bradley & Deike, P.A.
4018 West 65th Street, Suite 100
Edina, MN 55435
(952) 926-5337

A Community For Generations.

Isanti

K.7.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 19, 2016

Subject: Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definitions to include Motor Vehicle Sales Office (no on-site displays, i.e. broker or wholesaler) within the definition of General Office.

Background

Staff was asked to speak with the City Attorney regarding the creation and use of a registration form for Motor Vehicle Sales Offices not having on-site vehicle displays. In speaking with the City Attorney it was determined that a registration form would not be appropriate in that no other general office uses are required to register and the means for enforcement are already in place should vehicle begin to show up at the sales office.

At the December 8th, 2015 Planning Commission meeting, the Commission had recommended moving forward with an amendment to the definition of General Office whether a registration form would be generated or not. Attached is an ordinance amending such definition to include: Motor Vehicle Sales Office (no on-site displays, i.e. broker or wholesaler).

Staff Request

To consider recommending approval of the attached ordinance amending the definition of General Office to include Motor Vehicle Sales Office (no on-site displays, i.e. broker or wholesaler)

Planning Commission Recommendation:

Motion by Kennedy second by Lundeen to approve the request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definitions to include Motor Vehicle Sales Office (no on-site displays, i.e. broker or wholesaler) within the definition of General Office based on the Findings of Fact and Conclusions. Motion carried unanimously.

Attachments

- Ordinance No. XXX
- Findings of Fact and Conclusions
- Email from City Attorney Clark Joslin dated Dec. 11, 2015

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO 445 ZONING; SECTION 2 DEFINITION OF TERMS

THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

Section 2: Definition of Terms is hereby amended to include and read as follows:

General Office

Use of a building for business, professional or administrative offices. A general office is characterized as an establishment with a low proportion of vehicle trips attributed mainly to visitors and/or clients. Examples include, but are not limited to, offices providing architectural, computer software consulting, data management, engineering, interior design, real estate, motor vehicle sales office (no on-site vehicle display; i.e. broker or wholesaler), insurance, investment or legal services. This definition does not include a bank and/or financial institution, physician, dentist, optometrist, psychiatric or chiropractic offices.

II. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 19th day of January 2016.

_____

Mayor George A. Wimmer

ATTEST:

_____

Karissa A. Henning
City Clerk/Human Resources

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request
Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definition of Terms.

Findings of Fact
1. The Development and Operations Advisory Committee requested the Planning Commission review an amendment to Section 2 of the Zoning Ordinance at their regularly scheduled meeting on October 22, 2015.
2. The Planning Commission reviewed the Zoning Ordinance on December 8, 2015 and called for a public hearing on January 12th, 2016 to amend Section 2.
3. While the intent of the Ordinance remains intact, amendments must be made to the Ordinance regulations to ensure that the appropriate requirements are being used.
4. Notification of the public hearing was provided for within the City's official newspaper on Wednesday, December 30th, 2015.
5. The Planning Commission reviewed the requested text amendment to the Zoning Ordinance during a public hearing held at their regularly scheduled meeting on January 12th, 2016.

Conclusions
1. In review of the Ordinance requirements provided for within Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D), the following conclusions have been made *(conclusions to each requirement have been shown in underlined italics):*
   a. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
   The ordinance amendment helps to clarify an existing definition which does not affect the City Comprehensive Plan.
   b. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
   The ordinance amendment clarifies an existing ordinance.
   c. There is adequate infrastructure available to service the proposed action.
   Not applicable.
   d. There is an adequate buffer or transition provided between potentially incompatible districts.
   Not applicable.

Decision
The Planning Commission held a public hearing on the item at the **January 12th, 2016** meeting. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusions.

Motion by Kennedy second by Lundeen to approve the request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definitions to include Motor Vehicle Sales Office (no on-site displays, i.e. broker or wholesaler) within the definition of General Office based on the Findings of Fact and Conclusions. Motion carried unanimously.

Roxanne Achman

From: Clark Joslin <cjoslin@joslinmoore.com>
Sent: Friday, December 11, 2015 8:53 AM
To: Roxanne Achman
Subject: RE: Car Dealer Office

Roxanne:

My initial impression is that we would need to develop an ordinance provision to require a special registration for an otherwise permitted type of business. Other than from the perspective that such a special provision would be more likely to keep the requirement at the forefront of awareness for businesses that would be affected, and tend to take away any argument (though it wouldn't in my opinion be a valid defense) that they didn't know they couldn't have on-site displays, I don't think that it would provide any additional enforcement "teeth".

Clark A. Joslin
Joslin & Moore Law Offices, P.A.
221 2nd Avenue NW
Cambridge, MN 55008
(763) 689-4101 (phone)
(763) 689-9794 (fax)
cjoslin@joslinmoore.com (e-mail)

From: Roxanne Achman [mailto:RAchman@cityofisanti.us]
Sent: Thursday, December 10, 2015 12:58 PM
To: Clark Joslin (cjoslin@joslinmoore.com)
Subject: Car Dealer Office

Clark,

We've recently had a number of requests for car dealer offices with no on-site displays to locate within our commercial districts. Car dealers with on-site displays require a CUP, so I wanted to get DOAC's and the Planning Commission opinion on whether a car dealer office without displays would be a permitted office use or whether the felt the office should still be subject to the CUP. In discussions with DOAC and the Planning Commission it was determined that they would be permitted as a general office without the CUP, however, the Planning Commission wanted your opinion on whether we could require that car dealer offices without displays to fill out a registration form that included a disclaimer about displays. Their questions were: Can we require a registration form? And, would the form provide any additional enforcement teeth (in case displays begin to appear) that the zoning ordinance wouldn't already cover?

The example I used for the commission was the registration form we require of permitted home occupations.

Give me a call when you have a free moment to discuss this matter. I have until the next Planning Commission meeting to pull the information together.

Thank You!

Roxanne Achman
Community Development Director
City of Isanti
110 – 1st Ave NW

A Community For Generations.

Isanti

K.8.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 19, 2016

Subject: Request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota.

Background

IRET Properties has submitted a request to extend the Condition Use Permit that was approved for the construction of a 108-unit apartment building. Resolution No. 2015-014 was approved by the City Council on January 20th, 2015. Conditional Use Permits expire after one year if the use has not commenced. Per Section 19 of the Zoning Ordinance, the Planning Commission and City Council may grant an extension of up to one year. The site plan for this same project will be expiring as well; however, requests for site plan extensions are routed directly through the City Council.

The attached letter requesting an extension indicates a high probability of the project commencing in 2016.

Ordinance Review

The Zoning Ordinance reads as follows:

Section 19: Amendments and Conditional Use Permits

Subd. 3. Lapse of Conditional Use Permit by Non-Use

Unless the City Council approves a different time period for requests when action was first taken, if within one year after a conditional use permit has been granted, the permitted work has not been completed, then such permit shall become null and void without further action by the Planning Commission and City Council, unless a petition for extension of time in which to complete the work has been granted by the City Council. Such extension shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the expiration of the original conditional use permit. There shall be no charge for the filing of such petition. The request for extension shall state facts showing a good faith attempt to complete the work permitted in the conditional use permit. A request for extension of one (1) year or any extension of time longer than one (1) year shall be presented to the Planning Commission for recommendation and to the City Council for a decision.

Staff Recommendation:

Staff recommends approval of the request.

Planning Commission Recommendation:

Motion by Lundeen second by Kennedy to recommend approval of the request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally

described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota. Motion carried unanimously.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota. with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota.; for the following reasons…….
4. Table: Motion to table the request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota. (a specific reason and information request should be included in the motion to table).

Attachments:

- Resolution No. 2016-XXX
- Copy of Resolution No. 2015-014
- Letter from petitioner dated December 14, 2015

RESOLUTION NO. 2016-

A RESOLUTION APPROVING AN EXTENSION OF THE CONDITIONAL USE PERMIT ALLOWING THE CONSTRUCTION OF A 108-UNIT APARTMENT COMPLEX

WHEREAS, IRET Properties had received Conditional Use Permit Approval (Resolution No. 2015-014) for a 108-unit apartment complex January 20th, 2015; and,

WHEREAS, the use must commence within one year of the date of receiving approval; and,

WHEREAS, construction of the project would not begin prior to the January 20th, 2016 expiration date; and,

WHEREAS, Ordinance No. 445, Section 19, Subdivision 3 establishes a process for extension requests for a Conditional Use Permit; and,

WHEREAS, IRET Properties has requested in writing an extension for the Conditional Use Permit for the 108-unit Evergreen III Apartments on December 14, 2015, which is consistent with the requirement to file a request at least 30 days prior to the expiration; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the request for an Extension for the Conditional Use Permit for the 108-unit Evergreen III Apartments is hereby approved with the following condition:

1. The extension for the Conditional Use Permit for the 108-unit Evergreen III Apartments will expire on January 19th, 2017.

Adopted by the Isanti City Council on this 19th day of January 2016.

Attest: _____
Mayor George Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2015-014

A RESOLUTION APPROVING AN AMENDMENT TO THE CONDITIONAL USE PERMIT APPROVED BY RESOLUTION NO. 2005-062 ALLOWING FOR THE CONSTRUCTION OF ONE 108-UNIT APARTMENT BUILDING WITHIN THE FAIRWAY GREENS DEVELOPMENT

WHEREAS, Iverson Real Estate Corporation had received a Conditional Use Permit for Fairway Greens to allow for four 36-unit apartment buildings on April 19th, 2005; and

WHEREAS, Iverson Real Estate Corporation and Terry Mick, TJ Development LLC, had received several extensions of the Conditional Use Permit for the construction of the apartment buildings with the latest extension expiring March 20, 2015; and

WHEREAS, IRET Properties is the current property owner of Evergreen Apartments I and II, and Outlot A, Fairway Greens Phase 5, the lot to be constructed upon; and,

WHEREAS, IRET Properties is currently in the process of platting Outlot A, Fairway Greens Phase 5 as Lot 1, Block 1, Fairway Greens Phase 8; and,

WHEREAS, IRET Properties has applied for an Amendment to the Conditional Use Permit approved through Resolution No. 2005-062 for the construction of one 108-unit apartment building; and,

WHEREAS, Resolution No. 2005-062 allowed for the construction of four 36-unit apartment buildings; and,

WHEREAS, Two 36-unit apartment buildings have been constructed; and,

WHEREAS, The development is located within the Fairway Greens Planned Unit Development, which allows for greater development flexibility; and,

WHEREAS, the Planning Commission reviewed the request at their regularly scheduled meeting on January 13th, 2015; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that IRET Properties, request for an Amendment to the Conditional Use Permit allowing for one 108-unit apartment buildings within the Fairway Greens Residential Development is hereby approved with the following condition:

1. The northern access to 8th Ave NE shall be relocated to Wentlock St once Wentlock St is installed.
2. An additional 18 parking stalls shall be provided for the apartments to the south to bring them in to compliance with the parking requirements.
3. The accessory structure near the pool shall be approved as part of the CUP and site plan.
4. Address comments from the City Engineer dated January 5, 2015.
5. Such plans and any appropriate permits shall be reviewed and approved by City staff prior to construction.
6. Approval of the Preliminary and Final Plat, and successful vacation of the drainage and utility easements.
7. A signed and recorded Development Agreement between IRET and the City of Isanti.

Adopted by the Isanti City Council on this 20th day of January 2015.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

IRET PROPERTIES

December 14, 2015

Ms. Roxanne Achman
Community Development Director
City of Isanti
110 – 1st Ave. NW
P.O. Box 428
Isanti, MN 55040

Re: Fairway Greens Phase 8/Evergreen Apartments, petition to extend the Conditional Use Permit and the Site Plan approval for I year.

Dear Ms. Achman,

We previously received City Council approval of an amended Conditional Use Permit and a Site Plan for the Fairway Greens Phase 8/Evergreen Apartment project.

You may recall that while we were working on the Evergreen project we were simultaneously working on another large apartment project in Monticello, MN. Our development personnel did not have the capacity to begin both projects at the same time and the Monticello project came together more quickly. We elected to begin construction on that project earlier this year.

We are excited about and remain committed to developing our new 108 unit apartment project in Isanti and are looking to reset the development process to allow construction to begin next year. In your November email to Andy Martin you outlined Isanti's process for requesting an extension on the project. Accordingly, we respectfully request an extension of the Conditional Use Permit and Site Plan approval for one year.

Please call me if you would like to discuss this in further detail.

Sincerely,

Paul Reinke
Director of Development and Construction
O: 952-401-4828
C: 651-402-7965

Cc Andy Martin, Senior Vice President - IRET Properties
Dave Pankow, Vice President - IRET Properties

A Community For Generations.

Isanti

K.9.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: January 19, 2016

Subject: Request from IRET Properties for Approval of an Extension of the Site Plan and Building Appearance approved through Resolution No. 2015-015 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota.

Background

IRET Properties has submitted a request to extend the Site Plan and Building Appearance that was approved for the construction of a 108-unit apartment building. Resolution No. 2015-015 was approved by the City Council on January 20th, 2015. Site Plans expire after one year if construction has not commenced. Per Section 18 of the Zoning Ordinance, the City Council may grant an extension of up to one year.

The attached letter requesting an extension indicates a high probability of the project commencing in 2016.

Ordinance Review

The Zoning Ordinance reads as follows:

Section 18: Site Plan Review

Subd. 15. Term of Approval

Site Plan approval shall be good for one (1) year from the date of the approval. An extension of up to one (1) year may be granted. Such extension must be requested in writing and filed with the City at least thirty (30) days before the expiration of the original approval. There shall be no charge for the filing of such extension. The request for extension shall be presented to the City Council for a decision. Only one extension can be granted.

Staff Recommendation:

Staff recommends approval of the request.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from IRET Properties for Approval of an Extension of the Site Plan and Building Appearance approved through Resolution No. 2015-015 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from IRET Properties for Approval of an Extension of the Site Plan and Building Appearance approved through Resolution No. 2015-015 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota with the following conditions……

3. Recommend Denial: Motion to recommend denial of the request from IRET Properties for Approval of an Extension of the Site Plan and Building Appearance approved through Resolution No. 2015-015 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota; for the following reasons.....
4. Table: Motion to table the request from IRET Properties for Approval of an Extension of the Site Plan and Building Appearance approved through Resolution No. 2015-015 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments:

- Resolution No. 2016-XXX
- Copy of Resolution No. 2015-015
- Letter from petitioner dated December 14, 2015

RESOLUTION NO. 2016-

A RESOLUTION APPROVING AN EXTENSION OF THE SITE PLAN AND BUILDING APPEARANCE FOR A 108-UNIT APARTMENT COMPLEX TO BE LOCATED WITHIN OUTLOT A, FAIRWAY GREENS PHASE 5

WHEREAS, IRET Properties had received Site Plan and Building Appearance Approval (Resolution No. 2015-015) for a 108-unit apartment complex January 20th, 2015; and,

WHEREAS, the construction must commence within one year of the date of receiving approval; and,

WHEREAS, construction of the project will not begin prior to the January 20th, 2016 expiration date; and,

WHEREAS, Ordinance No. 445, Section 18, Subdivision 15 establishes a process for extension requests for a Site Plans; and,

WHEREAS, IRET Properties has requested in writing an extension for the Site Plan and Building Appearance for the 108-unit Evergreen III Apartments on December 14, 2015, which is consistent with the requirement to file a request at least 30 days prior to the expiration; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the request for an Extension for the Site Plan and Building Appearance for the 108-unit Evergreen III Apartments is hereby approved with the following condition:

1. The extension for the Site Plan and Building Appearance for the 108-unit Evergreen III Apartments will expire on January 19th, 2017.

Adopted by the Isanti City Council on this 19th day of January 2016.

Attest: _____
Mayor George Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2015-015

A RESOLUTION APPROVING THE SITE PLAN/BUILDING APPEARANCE FOR EVERGREEN APARTMENTS III TO BE CONSTRUCTED ON THE PROPERTY LEGALLY DESCRIBED AS OUTLOT A, FAIRWAY GREENS PHASE 5

WHEREAS, IRET currently own Outlot A, Fairway Greens Phase 5; and,

WHEREAS, IRET is requesting, Site Plan/Building Appearance approval to allow for the construction of a 108-unit apartment building on the property legally described as Outlot A, Fairway Greens Phase 5; and,

WHEREAS, the property is located within a "R-4" High Density Residential District within the Fairway Greens Planned Unit Development; and,

WHEREAS, the property is in the process of being platted as Lot 1, Block 1, Fairway Greens Phase 8; and,

WHEREAS, following publication, posted and mailed notice thereof, the City of Isanti Planning Commission conducted a public hearing on the proposed Site Plan on January 13th, 2015; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Site Plan/Building Appearance based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Site Plan/Building Appearance at its regularly scheduled meeting on January 20th, 2015; and,

WHEREAS, the City Council of the City of Isanti has determined that the Site Plan/Building Appearance meets the ordinance requirements necessary for granting approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Site Plan/Building Appearance review for the construction of the Evergreen Apartments III to be located on the property legally described as Outlot A, Fairway Greens Phase 5, and is hereby approved with the following conditions:

1. Irrigation and sodding plan to be provide prior to the issuance of a Certificate of Occupancy.
2. The northern access to 8th Ave NE shall be relocated to Wentlock St once Wentlock St is installed.
3. An additional 18 parking stalls shall be provided for the apartments to the south to bring them in to compliance with the parking requirements.
4. The accessory structure near the pool shall be approved as part of the CUP and site plan.
5. Address comments from the City Engineer dated January 5, 2015.
6. Such plans and any appropriate permits shall be reviewed and approved by City staff prior to construction.
7. Approval of the Preliminary and Final Plat, the Conditional Use Permit, and successful vacation of the drainage and utility easements.
8. A signed and recorded Development Agreement between IRET and the City of Isanti.

Adopted by the Isanti City Council on this 20th day of January 2015.

Mayor George A. Wimmer

Attest:

Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

IRET PROPERTIES

December 14, 2015

Ms. Roxanne Achman
Community Development Director
City of Isanti
110 – 1st Ave. NW
P.O. Box 428
Isanti, MN 55040

Re: Fairway Greens Phase 8/Evergreen Apartments, petition to extend the Conditional Use Permit and the Site Plan approval for I year.

Dear Ms. Achman,

We previously received City Council approval of an amended Conditional Use Permit and a Site Plan for the Fairway Greens Phase 8/Evergreen Apartment project.

You may recall that while we were working on the Evergreen project we were simultaneously working on another large apartment project in Monticello, MN. Our development personnel did not have the capacity to begin both projects at the same time and the Monticello project came together more quickly. We elected to begin construction on that project earlier this year.

We are excited about and remain committed to developing our new 108 unit apartment project in Isanti and are looking to reset the development process to allow construction to begin next year. In your November email to Andy Martin you outlined Isanti's process for requesting an extension on the project. Accordingly, we respectfully request an extension of the Conditional Use Permit and Site Plan approval for one year.

Please call me if you would like to discuss this in further detail.

Sincerely,

Paul Reinke
Director of Development and Construction
O: 952-401-4828
C: 651-402-7965

Cc Andy Martin, Senior Vice President - IRET Properties
Dave Pankow, Vice President - IRET Properties

K.10.

A Community For Generations.

Isanti

MEMO

To: **Mayor and City Council**

From: Karissa Henning, Human Resources/ City Clerk

Date: January 19, 2016

Subject: Liquor Store Cash Drawer Variance Policy Amendment

The Personnel Committee reviewed that there is a need to further clarify the Liquor Store Cash Drawer Variance Policy. The policy does note that any cash drawer variances, whether it is an overage or shortage, is shared equally amongst those using the cash drawer. However, to make sure there is a clear understanding that the responsibility is shared, including any disciplinary action, it is recommended to expand on to that statement and add that any disciplinary action will also be shared. As it is often unknown where the cash drawer variance came from.

Attached is the recommended amendment to the Policy.

RESOLUTION NO. 2016-

RESOLUTION APPROVING AN AMENDMENT TO THE LIQUOR STORE POLICY, CASH DRAWER VARIANCES

WHEREAS, the Personnel Committee reviewed that there is a need to further clarify the Liquor Store Cash Drawer Variance Policy to ensure it is clear that any disciplinary action is shared for those sharing a cash drawer (for variances) as it is often unknown where the variance came from; and

WHEREAS, an amendment has been made to further clarify the policy, attached hereto as 'Exhibit A'.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that the attached Liquor Store Policy Amendment, Cash Drawer Variances is hereby approved.

This resolution was duly adopted by the Isanti City Council this 19th day of January, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

CASH DRAWER VARIANCES

POLICY

1. Sound judgment is required by all personnel in the handling of daily receipts and deposits.

2. Variances are recorded by the accounting clerk on a daily basis; accumulated overages or shortages of money exceeding five dollars ($5.00) over a period of three (3) months may result in a written reprimand or termination.

3. In the case where cash drawers are shared with another employee/s, the overages or shortages (and any disciplinary action) is shared equally amongst those sharing the cash drawer.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Brenda Frechette, Finance Director

Date: January 13, 2016

Subject: Consider Resolution Approving a Utility Rate Study with Northland Securities

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Background:

The last utility rate study was conducted in 2011 and set utility rates through December 31, 2015. The Council extended the 2015 rates pending completion of a new utility rate study. Staff prepared a Request for Proposal for a utility rate study and published it in the paper.

We received 5 proposals on time and 1 proposal was received late. After reviewing the proposals two firms were selected to move forward to the interview process with the Finance Committee.

Finance Committee met with representatives from Abdo, Eick & Meyers, Inc. and Northland Securities on January 6, 2016, to discuss their proposals and approach to the utility rate study. The two previous utility rate studies had been completed by Abdo, Eick & Meyers, Inc. The proposal from Abdo, Eick & Meyers, Inc. came in at a flat fee of $7,000 and Northland Securities came in at a fee of $160/hr. NTE $7,000.

The Finance Committee is recommending acceptance of the Proposal from Northland Securities. The City will be going out for a bond rating/sale in 2016 and as Northland Securities currently facilitates these transactions they would provide a unique insight in the utility rate process.

Current Action:

Consider Resolution 2016-xxx Approving a Utility Rate Study with Northland Securities.

Attachments:

Northland Securities Water and Sanitary Sewer Rate Study Proposal
Resolution 2016-xxx Approving a Utility Rate Study with Northland Securities.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A UTILITY RATE STUDY WITH NORTHLAND SECURITIES

WHEREAS, the previous utility rate study was conducted in 2011 and set the utility rates until December 31, 2015; and

WHEREAS, the council approved the extension of the 2015 utility rates, pending the results of a new utility rate; and

WHEREAS, the City of Isanti has determined that it is in the City's best interest to seek proposals from qualified consultants to conduct a multi-year utility rate study; and

WHEREAS; five firms submitted proposals on time and one proposal was received late, and

WHEREAS; The Finance Committee interviewed two firms and recommends selecting Northland Securities to conduct the utility rate study.

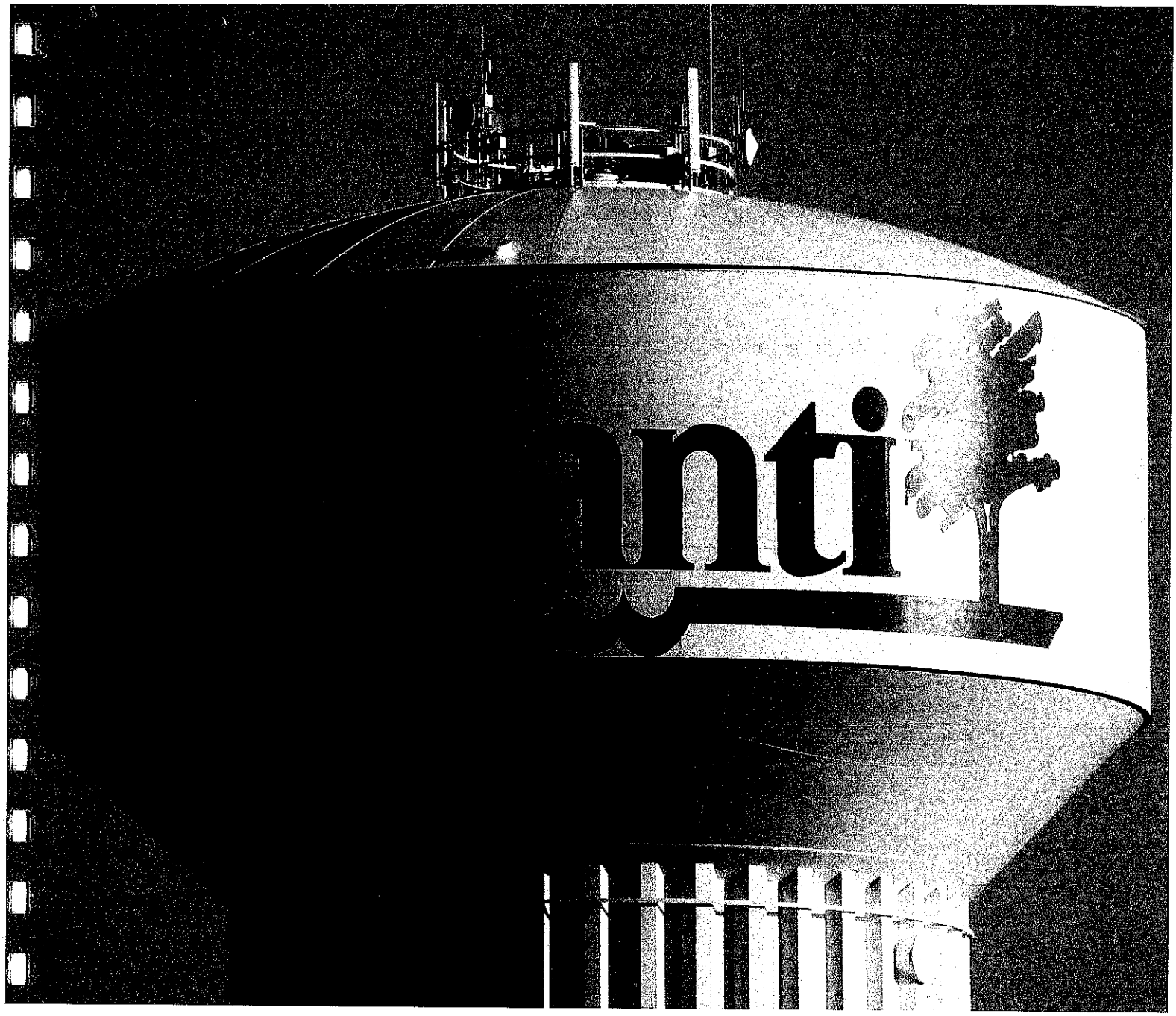
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota as follows:

1. The City Council hereby approves the utility rate study proposal from Northland Securities at a cost of $160/hr. not to exceed $7,000.00.

This Resolution was duly adopted by the Isanti City Council this 19th day of January 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk
(SEAL)



PROPOSAL
Water and Sanitary Sewer Rate Study
Presented to
City of Isanti, Minnesota
December 22, 2015

NORTHLAND SECURITIES

45 South 7th Street , Suite 2000
Minneapolis, Minnesota 55402
Toll Free 1-800-851-2920 Main 612-851-5900
www.northlandsecurities.com
Member FINRA and SIPC

NORTHLAND SECURITIES

December 22, 2015

Don Lorsung
City Administrator
City of Isanti
PO Box 428
Isanti, MN 55040-0428

Dear Mr. Lorsung:

Northland Securities, Inc. is very pleased to offer this proposal to provide water and sanitary sewer rate analysis services to the City of Isanti. We have prepared this proposal based on your Request for Proposals and on our past service to other cities for similar service requests.

This proposal explains Northland's qualifications and approach for serving the City. We are confident that you will find this proposal unique and offers the best solution to your user rate analysis needs. This proposal also reflects the qualities that we bring to our work.

Our current understanding of the work to be done is based on the scope of services outlined in the Request for Proposals. We understand the services requested will include information gathering, comparable cities, analysis of existing rate structure, cost analysis, proposed modification to existing rate structure, and recommendation on reserves. Northland is committed to performing this work within the City's stated project schedule.

Northland has built its reputation on being attentive to client needs and responding with creative and prudent ideas. It is that philosophy, combined with our experienced personnel and our sincere interest in working diligently to achieve your objectives that will help you accomplish your goals.

Once again, our thanks for the opportunity to submit this proposal. Do not hesitate to contact me with any questions about this proposal (direct 612.851.4992 or email rfifield@northlandsecurities.com).

Sincerely,
Northland Securities, Inc.

Rusty Fifield
Senior Vice President

Proposal Contents

Study Objectives 1

Experience & Qualifications 3

Personnel 6

Work Plan 9

References.....11

Study Cost 12

Study Objectives

Northland Securities has a clear understanding of the objectives for the City of Isanti to undertake a study of water and sewer rates. That said, we believe that it is essential to use the "kickoff meeting" (see Work Plan) to review and confirm project objectives. This step ensures that the City achieves desired outcomes.

Broadly, the rate study will allow the City to explore options for user charges that:

- Provide adequate funding for operations and planned capital improvements.
- Spread the cost of water and sewer system equitably across the customer base.
- Create a long-term management plan that avoids the need for large and unanticipated rate increases.
- Encourage user behavior desired by the City.
- Provide a tool for communicating with bond rating agencies, facilitating the best possible rating for the city.
- Coordinate with the need to issue bonds to finance sanitary sewer improvements in 2016.

There are several factors that clearly distinguish Northland Securities from other firms and make us uniquely qualified to serve the City of Isanti.

Northland knows Isanti. Northland has provided public finance services to the City for over 12 years. Northland has been the City's economic development finance advisor since 2009. This history brings established relationships and a proven record of service to the rate study. Our qualifications are more than words in a proposal. Northland has demonstrated its ability to provide quality and creative services to the City of Isanti. More importantly, it ensures that the results of the study will be relevant and effective. Northland will be there to assist the City with implementation.

Northland has a <u>proven record</u> of creative, effective and responsive services to cities. Northland serves more Minnesota cities than any other firm. This record of helping Minnesota cities create and implement effective financial plans clearly demonstrates the skills needed to serve Isanti.

There is no substitute for relevant experience. The Northland staff members that will serve Isanti provide extensive experience in the financial operation of Minnesota cities and municipal utilities. This experience includes utility rate analysis, multi-year financial and budget planning, and direct municipal utility financial management. This breadth of experience means the City benefits from the lessons learned from long successful careers and

work on similar projects.

Northland tailors its work to meet the unique needs of each project. We do not use some generic utility rate model that requires you to interpret what the data means for Isanti. Northland will create analytical tools in a format that fits Isanti. This means that the results of our work gives you clear and accurate guidance.

Northland educates our clients and promotes understanding. We believe that an important part of our service delivery is to help the City to clearly understand its options and their implications in order to assist the City in making informed decisions. We strongly believe that the work we do must provide value to the City and leave the City in a better position not only in the short term, but in the long term as well. The success of projects like this requires both analytic and communication skills. Northland has an excellent record of making complex financial issues understandable and of conducting workshops that engage the participants to obtain feedback and build consensus.

Description of Firm

Northland Securities, Inc. is a registered municipal advisor and a broker-dealer that has been the leading underwriter of new long-term Minnesota municipal bonds in each of the past five years (according to market data from Thomson Reuters). This business model creates the perfect framework for serving the City of Isanti. Northland provides all of the financial advisory services needed by the City combined with an understanding of municipal bonds that only comes from underwriting bonds. Northland provides services in the areas of:

- Competitive Bond Sales
- Negotiated Bond Sales
- Bond Underwriting
- Bank Private Placement
- Debt Refinancing
- Continuing Disclosure
- Investments
- Property Tax Impact Analysis
- Referendum Assistance
- Debt Management Plans
- Capital Improvement Plans
- Financial Management Plans
- Comprehensive Plan Implementation
- Redevelopment Plan Implementation
- Tax Increment Financing Plans
- TIF Reporting
- TIF Management Plans
- Tax Abatement Programs
- Development Proposal Evaluation
- Development Agreement Negotiation
- Pro-Forma Analysis
- Special Service Districts
- Housing Improvement Areas
- Utility Rate Studies
- User Fee Studies
- Annexation Fiscal Impacts
- Merger Plans and Fiscal Impacts
- Strategic Plans
- Goal Setting Workshops
- Education/Training Workshops

Experience - Financial Planning/Rate Studies

Northland believes that successful financial planning is crucial to achieving financial strength and agility for a city. Northland staff has designed and led a wide range of strategic financial planning projects, as both government staff and consultants. We understand the importance of developing well-conceived financial plans to help guide decision-making. Northland staff offer a broad range of experience and technical skills to complement what the City of Isanti is already doing. We have the ability to analyze complex financial planning issues and the communication skills necessary to convert these complex matters into useful

decision-making material for City officials. Past financial planning projects undertaken by Northland staff include:

- Financial management plans
- Strategic plans
- Goal setting workshops
- Rate and fee studies
- Revenue diversification
- Service studies
- Capital improvement plans
- Development plan implementation

Northland has recently completed financial planning and rate study projects for the following Minnesota cities:

- St. Paul Park
- Corcoran
- St. Francis
- Deer River
- Faribault
- Lake Elmo
- Mountain Lake
- Thief River Falls
- Watertown
- Shorewood
- Johnston (IA)

We would be happy to provide you with samples of the work product from any of these projects.

Each member of the Northland team serving Isanti has direct experience as the city staff with rate setting and municipal utility financial management.

Customer Service Model

Isanti has direct experience with Northland's customer service model. We have demonstrated the ability to provide excellence in financial advisory services. Several characteristics highlight our approach to customer service:

Commitment to Quality

Every member of Northland's staff that touches work for the City of Isanti is committed to providing the best possible service. We give you information that educates and guides decisions, disclosure documents that are thorough and accurate, and operating procedures that place minimal additional burden on City staff.

Responsiveness

Northland takes pride in providing timely service. We strive to respond to every question and request for assistance as quickly as possible. When an immediate response is not possible, we provide (and meet) clear timing expectations. We provide the service that you want, when you need it.

Hands On

Our public finance professionals perform the analysis and structuring of every transaction. This approach ensures that your needs are accurately accounted for in each project. It avoids the "lost in translation" problem that occurs when client service representatives hand off the analysis and structure to analysts.

Personnel

Northland Securities will serve the City of Isanti with a two person team of talented and experienced professionals. These two individuals are the essential link between the qualifications of the firm and our ability to serve the City. Isanti only benefits from the experience of the "firm" through the experience and skills of the staff that serves you.

Providing exemplary service to the City is the top priority for Northland Securities. Accordingly, we propose to have three of our senior staff members, **Rusty Fifield** and **Jessica Green** will have primary responsibility for this project. **Tammy Omdal** will provide technical assistance and oversight review of our work. The Northland team provides the experience and skills needed to successfully undertake this rate study. The team also provides the resources needed to undertake the study within the timelines desired by the City

Rusty Fifield

Rusty Fifield is a Senior Vice President and Director of Public Finance for Northland Securities. His career spans more than 36 years of service to local governments. For the past 32 years, Rusty has been a financial advisor to local governments in Minnesota. During his career, he has served more than 120 Minnesota cities on a wide range of capital finance, community development and financial planning projects.

Rusty has a wide range of experience in utility financial planning and rate setting. Examples of his experience include:

- Rusty designed and led a process to evaluate sanitary sewer, water and storm water user rates for the City of Shorewood. He worked closely with city staff to define critical issues and collect background information. The process included a series of three workshops with the City Council to explain findings, obtain guidance and built consensus for the final recommendation. In addition to overall financial condition, the study considered other changes in the rate structure desired by the City.
- Rusty created a capital improvements planning model for the City of New Prague. This model was designed to analyze the financial implications of alternative plans for future infrastructure projects. The City used this model to design changes in utility rate charges.
- Rusty led a strategic financial planning project for the City of Champlin (while with Ehlers and Associates). An important focus of this project was improvements and rate options for the municipal water system. This planning process led to the plan for building the City's first water treatment plant. Rusty served as the City's financial advisor for issuing bonds to finance the water plant.
- Rusty conducted a comprehensive financial planning project for water system in Inver Grove Heights (while with Ehlers and Associates). The purpose of this project was to evaluate the financial

Rusty Fifield
Director of Public Finance
612.851.4992
rfifield @northlandsecurities.com

implications of options for future expansion to the municipal water system. This planning process led to the plan for building the City's first water treatment plant. Rusty served as the City's financial advisor for issuing bonds to finance the water plant.

The breadth of his background is uniquely suited to financial planning for municipal utility systems. Rusty is the only consultant in this region to combine direct experience as independent finance advisor, planning consultant, city manager and investment banker. This experience provides Northland's clients with valuable understanding on financial planning and capital improvement projects. There are very few financing needs of Minnesota cities that Rusty has not encountered. He draws on this extensive experience to help clients find creative solutions to complex issues.

Jessica Green

Jessica is a Vice President of Public Finance with Northland Securities. With experience in municipal finance, community and economic development, and commercial banking, Jessica is able to assist Minnesota cities and counties with all aspects of their project planning and financing needs. Jessica has a proven track record of making complex financial issues understandable and building consensus among diverse interests. She prides herself on an approachable style, ensuring that City staff, elected officials and other project participants feel confident and informed every step of the way.

In her role as Finance Director for the City of Big Lake, Jessica was responsible for the financial management of the City's full-service utility system. Her work included the assessment of various rate structures and tiers, and making recommendations to mindfully grow utility revenues while being conscious of customer satisfaction.

Tammy Omdal

Tammy Omdal is a Senior Vice President at Northland Securities in Public Finance providing senior level analytical and project management services to the firm's Minnesota clients. She joined Northland in 2011 as manager of Northland Strategies, the special projects group at Northland Securities. Northland Strategies provides public and private clients with consulting services in the areas of real estate and economic development, group process, service studies and financial planning.

Tammy has nearly twenty-five years of experience in public finance, with most of those years working directly for municipal governments in leadership positions. Clients value her insights and direct knowledge having experienced and managed many of the same challenges facing Northland's clients. Tammy provides financial advisory services including:

Jessica Green
Vice President Public Finance
612.851.5930
jgreen@northlandsecurities.com

Tammy Omdal
Manager of Northland Strategies
612.851.4964
tomdal @northlandsecurities.com

- Financial planning for operations, capital improvements, and debt service.
- Debt issuance and preparing rating agency presentations and preparation of disclosure.
- Special financial studies including utility and enterprise studies.
- Economic development and redevelopment planning.
- Tax increment financing and property tax abatement planning and analysis.

Over the past three years, Tammy has completed financial planning and rate study projects for the following Minnesota cities:

- St. Paul Park
- Corcoran
- St. Francis
- Deer River
- Faribault
- Lake Elmo
- Mountain Lake
- Thief River Falls
- Watertown

Prior to joining Northland in 2011, Tammy most recently served as the Deputy City Manager/Chief Financial Officer for the City of Burnsville, MN. An important part of Tammy's past work experience that is relevant to Isanti is her background with not only developing financial plans but having had to implement plans. As Management and Budget Director for the City of Minneapolis, MN, she created successful financial work-out plans for financially strained internal service funds/operations resulting in greater financial stability and worked to establish a new utility fund for stormwater management.

Northland's Approach

Northland tailors its approach and analytical tools to meet the unique needs of each project. It is Northland's practice to share source documents and electronic files with its clients for their on-going use.

We propose the following approach to service to the City of Isanti for the project: These steps are designed to accomplish all of the tasks listed in Section B of the RFP.

Step 1: Conduct kick off meeting with City Staff to review project objectives, set meeting schedule and collect background data. This step lays the foundation for the project. It ensures that Northland starts work with a clear understanding of the issues and objectives to be addressed through this project. Roles and responsibilities are defined to help the process move efficiently and minimize burdens on City Staff. An initial project calendar will be created to identify key timing factors for the project.

We would use this meeting collect information about the utilities from the City. Northland already has on file the following information pertinent to the study: annual financial reports for the years 2010-2014, outstanding debt and estimates for 2016 sanitary sewer improvements. Additional information we would seek from the City includes:

- Future growth projections.
- Current water usage data.
- Description of current sewer and water customers.
- Current charges for utility service and connections.
- Estimated year end 2015 financial statements for Water Fund and Sewer Fund.
- 2016 Budget.
- Estimated cost and timing of capital improvement to be paid from sewer or water revenues in the years 2017-2021.
- Significant changes in O&M expenses in the years 2017-2021.
- Existing depreciation schedules.

This kickoff meeting provides the opportunity to review and discuss objectives for the rate study. Issues that may be discussed include:

- Aspects of the current rate structure that need to be examined.
- Objectives for the rate study.
- Criteria used in evaluating rate changes.
- Identify comparable cities.
- Consideration of conducting sewer portion of study first to better coordinate with planned debt issuance.

Step 2: Collect data from comparable cities.

Step 3: Design financial models for sanitary sewer and water funds. Northland will create spreadsheets that model the unique characteristics of Isanti's utility systems. These models will be used to analyze and explain the implications of alternative user rate structures. At a minimum, the models will analyze user rate implications from changes in:

- Operating expenses.
- System usage.
- Customers.
- Capital improvements and funding options.
- Reserves.

Step 4: Develop up to three alternatives for sanitary sewer and water rates. Northland will identify and evaluate the current rate structure and up to three change alternatives for the utilities. Water rate charge structures will meet the statutory requirements for water conservation. The analysis will incorporate the current understanding of financing for 2016 sewer system improvements, including bond rating considerations..

Step 5: Prepare draft report. Northland will prepare a written summary of the work performed including the results of the analysis in Step 4.

Step 6: Conduct review process. The review process will consist of: (1) Submit preliminary findings to city staff for review and comment and (2) Meet with Finance Committee to present findings and solicit feedback. As indicated in the RFP, the process will address water and sanitary sewer rates separately.

Step 7: Complete follow-up analysis and prepare a final draft report for submission to City Staff. Northland will use the input from the Finance Committee to refine the analysis and to make modifications in the findings and recommendations. This information will be incorporated into a final draft report. The final draft report shall be in an easy to understand format and to the point. This report will contain a specific action plan for implementing the recommended changes in the rates and in planning to finance key capital improvements.

Step 8: Provide a final draft report for presentation to the City Council for plan adoption, based on feedback and requested modifications from City staff from Step 9.

Optional Step: Conduct public workshop (optional service), if desired by the City. Northland will design and conduct a public meeting that explains the findings and recommendations and uses a structured means of obtaining public comments on the options.

References

We believe that references are an essential part of the evaluation process. References frequently provide a valuable tool for differentiating consulting firms. The actual experience of clients is a useful measure of a firm's ability to deliver the services described in a proposal. The references listed below will provide you with insights on Northland and the staff that will serve Isanti.

City of Corcoran, MN
Mr. Brad Martens, City Administrator
City of Corcoran, MN
(763) 400-7030
bmartens@ci.corcoran.mn.us
Kent Torve, City Engineer,Wenck & Associates, Inc.
City of Corcoran, MN
(763) 479-4209
ktorve@wenck.com

City of St. Paul Park, MN
Ms. Kimberly Sommerland, Finance Director
City of St. Paul Park, MN
(651) 403-5965
ksommerland@stpaulpark.org

City of Mountain Lake, MN
Ms. Wendy Meyer, City Administrator
City of Mountain Lake, MN
(507) 427--2999
city@mountainlake.govoffice.com

Study Cost

This section contains the itemized statement of fees for financial services to be provided by Northland. In comparing proposals and checking references, you will find that we strive for equity and value in our fees. Several factors illustrate these objectives:

- There are no incidental or hidden fees.
- Our hourly rates are very competitive.
- The experience of our staff allows us to work efficiently and with lower total project budgets.
- When we agree to a "not to exceed" budget, which is our practice, we will not bill for a greater amount unless you request services outside of the work scope.
- We typically do not propose flat fee special projects. You should only pay for the services we deliver.

The remainder of this section describes the basic compensation structure proposed for Isanti.

Out-of-Pocket Expenses

Northland will not bill the City of Isanti for any out of pocket expenses for travel, copying, mail/shipping, and printing.

Northland Practice for Hourly Consulting Services

We are committed to establishing fair and manageable arrangements for consulting projects billed on an hourly basis. We will provide you with a detailed description of work to be performed and a cost of services based on this proposal. We will not bill for costs in excess of the stated amount unless the City agrees to a revised scope of work and budget. We do not surprise you with unexpected billing. We do not seek compensation for services not under contract. We encourage you to call and not worry about "starting the meter".

This project will be billed monthly at a rate of $160 per hour. Invoices will detail the work performed, requested compensation for the period and show amounts previously billed and amount remaining under the approved budget.

Proposed Project Budget and Completion Timeline

Project Budget

Northland will perform the Utility Rate Study for a not-to-exceed cost of $7,000.

The project budget includes kickoff meeting, two (2) Finance Committee meetings, two (2) meetings for presentation to Council, and all travel and other incidentals.

NORTHLAND SECURITIES

Water and Sanitary Sewer Rate Study
City of Isanti

January 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2016						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

January 7	Interview
January 19	City Council selection of consultant
January 20	Kick off meeeting
	Perform initial analysis
February 18	Present initial sewer and water rate analysis to Finance Committee
	Conduct additional analysis/prepare draft report
March 3	Present draft sewer and water rate report to Finance Committee
March 15	Present sewer and water rate report to City Council

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: January 7, 2016

Subject: Squad Car Purchase - 2016 Ford Police Interceptor Utility AWD

Background:

The finance committee is aware, has reviewed and recommended that the need to replace an aging, rusty squad that is in need of some expensive repairs. The City Council has budgeted funds to proceed with replacing the 2002 Chevrolet Silverado 1500 Extended Cab Truck, this vehicle is driven by our School Resource Officer. This vehicle is in excess of 100K miles and there are some very expense repairs looming in the near future.

The new 2016 Ford Interceptor would become the new day shift squad car and the current 2010 Dodge Charger that the day shift is using, with almost 150K miles, would be given to the School Resource Officer to use. This car still runs out well and is not in need of any expected repairs.

This 2002 Chevrolet Truck was originally a forfeiture vehicle and the funds from the sale of that vehicle would have to return to the Isanti Police Forfeiture Fund according to Minnesota §169A.63; however, funding from the forfeiture fund will assist in this vehicles purchase as needed.

Direction from the Finance Committee is to purchase another Ford Interceptor - Utility AWD.

2015 Ford Interceptor – Utility AWD	$27,645.95
Grafix Shoppe – car decals	740.00
Emergency Automotive	9,679.28
Panasonic Toughbook CF-30 – Refurbished (estimated)	1,500.00
	$39,565.23

The big advantages with the Ford Utility is the overall height of the vehicle…better driver visibility, getting in and out of the vehicle is more ergonomically correct causing less stress on the back, legs, shoulders and neck. In 2016, there is a back-up camera for these vehicles.

An AWD pursuit vehicle offers a few key advantages to patrol officers. Typically an AWD vehicle provides better torque management than a two-wheel-drive system, giving a vehicle better traction by more equally distributing power to four tires. AWD systems also provide better traction on adverse surfaces such as dirt, sand, ice, and rain-slicked pavement. The automakers each say their AWD vehicles provide greater safety and vehicle control for officers who need to make sudden emergency maneuvers that require a strong steering input coupled with fast acceleration. An ideal example would involve an officer stopped on a gravelly highway shoulder who must make a quick U-turn to catch a speeder heading in the opposite direction (Clinton, 2013).

The high dollar interior equipment items such as the radio, video camera system and radar will be reused. The only high dollar item that may be needing replacement is the squad car computer. I estimate that the new needed equipment, vehicle graphics and labor can be completed for less than $11,919.28

Action:

The finance committee has reviewed this request and is recommending the purchase of the 2016 Ford Interceptor Utility AWD in white to match the rest of the fleet.

Please review attached information for consideration in replacing an aged police car and the needed expenditures to complete the build.

To declare the 2002 Chevrolet Silverado 1500 Extended Cab Truck surplus property and to sell the vehicle at public auction at Wayne Pike Auction Services in Princeton, Mn. as council has approved in the past. The sale proceeds will be deposited into the Isanti Police Forfeiture Fund.

Thank you for your consideration,

Chief Gene C. Hill

Reference

Clinton, Paul. (2013). AWD vehicle gains traction. *Police: The Law Enforcement Magazine.* Retrieved on May 22, 2014 from: http://www.policemag.com/channel/vehicles/articles/2013/11/awd-patrol-vehicles-gain-traction.aspx

RESOLUTION 2016-XXX

RESOLUTION APPROVING THE PURCHASE OF A 2016 FORD INTERCEPTOR UNTILITY AWD PURSUIT VEHICLE

WHEREAS, the police department has budgeted for the purchase of a replacement squad car for 2016 as notated in the Cities capital replacement plan; and

WHEREAS, the funds to purchase the vehicle will be from the police capital replacement fund; and

WHEREAS, to authorize the expense to equip the new vehicle with proceeds from the police forfeiture fund as needed; and

WHEREAS, the current vehicle is in need of some future expensive repairs if kept to maintain its serviceability; and

WHEREAS, to declare the 2002 Chevrolet Silverado 1500 Extended Cab Truck as surplus property, to sell the vehicle at public auction (Wayne Pikes Auction Services (Princeton, Mn.), and

WHEREAS, deposit the funds from the sale of the vehicle back into the Isanti Police Forfeiture Fund from where they originated in accordance with Minnesota §169A.63.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve.

This Resolution is approved by the City of Isanti Council this 19th Day of January, 2016

_____
Mayor George A. Wimmer

Attest:

_____
Karissa A. Henning
Human Resources/City Clerk

Pg. 2

Customer: City of Isanti

Nelson Auto Center

Attn: (Name,Title)
Dept:
Address:

Phone:
Fax:
email
MN Contract 83065

Fleet Department
PO Box 338
Fergus Falls, MN 56538-0338
Gerry Worner
Phone: 218-998-8666
Fax: 218-998-8813
gerryworner@nelsonfergusfalls.com

Line 2 Marked Utility Vehicle

Page 1 subtotal					$25,562.95
Additonal Factory options:					
rear console plate	recommended		65R	$30.00	
Cargo storage vault (NOT available with rear AC)			63V	$213.00	
Underbody Deflector plate	recommended		76D	$292.00	292.00
Ballistic door panels, driver door only			90D	$1,384.00	
Ballistic door panels, both front doors			90E	$2,766.00	
rear window switches inoperative			18W	$22.00	22.00
Rear locks operable, but rear door handles inoperable			-68G, +68L	$0.00	
Delete rear door locks & handles inoperable (allows them to work)			-68G	($20.00)	
Courtesy lamps disabled when door opened (Dark car feature) recommended			43D	$17.00	17.00
Perimeter anti theft alarm (activated by hood, door, decklid) [req. 595 keyless entry]			593	$105.00	
Reverse sensing			76R	$240.00	240.00
Row 2 glass Light Solar tint, instead of std. deep tint			92R	$75.00	
Row 2 & cargo glass Light Solar tint, instead of std. deep tint			92G	$105.00	
Ultimate wiring package			67U	$461.00	
Police Wire Connector Kit Front			47C	$91.00	
Police Wire Connector Kit Rear			21P	$114.00	
Pre-Drilled holes only for LEDs in headlamp housings	recommended		86P	$110.00	
Pre-Drilled holes only for LEDs in taillamp housings NEW for 2016			86T	$53.00	
Two front integrated LED lights in headlamps			66A	$743.00	
Two rear integrated LED lights in tail lamps			66B	$371.00	
Four flashing LEDs: 2 in back window & 2 liftgate bottom	recommended		66C	$398.00	398.00
Pkg. #24 Whelen PCC8R controller, relay center, wiring, rear plate			67G	$1,169.00	
Ready for the Road; Whelen Cencom controller, relay center, wiring			67H	$2,979.00	
Dealer Installed items					
Dealer reprogramming per item (daytime running lamps, dark car feature, etc.)			RPRGRM	$75.00	
Dealer re-key 4 locks (ignition, 2 doors, liftgate) to specific key code			REKEY	$320.00	
Dealer silence chime tone for key in ignition			NOCHIME	$125.00	125.00
Dealer installed keypad keyless entry (must have #595 remote entry)			KPAD	$195.00	
Dealer installed keyless entry remote start, 1 fob w/o feedback			KLES	$395.00	
Dealer installed remote start and keyless entry, 1 fob w/feedback			RSTRT	$497.00	
Dealer installed power lock button in rear, accessible with liftgate open			RLOCK	$182.00	
Dealer installed 2" receiver hitch w/4 wire flat plug-in (add $100 for 7 blade RV plug)			HITCH4	$510.00	
Dealer installed running boards, black			RBDS	$710.00	
Roof Rack cross bars, dealer installed			RACKCB	$247.00	
Ford molded mudflaps dealer installed			FLAPS	$189.00	
Rubber slush mats, front pair			SMATS	$117.00	
Dealer installed Surveillance Mode Module (requires 76R reverse sensing)			SURVEIL	$696.00	
Dealer installed vinyl wrap on 4 doors for two tone			WRAP4	$395.00	
Dealer installed vinyl wrap on 4 upper door frames around windows			WRAPF	$170.00	
Dealer installed vinyl wrap on 4 doors & roof for two tone			WRAP4R	$645.00	
Dealer installed vinyl wrap on hood and roof for two tone			WRAPTOP	$500.00	
Dealer installed vinyl word wrap. White or Black, POLICE or SHERIFF			WORD	$585.00	
Dealer installed Reflective vinyl word wrap, White or Black, POLICE or SHERIFF			REFWORD	$685.00	
Push Bumper, Setina PB 400VS, installed			PB400	$667.00	
Push Bumper, Setina PB 450L2VS w/2 red/blue lights, installed			PB452	$1,007.00	
Push Bumper, Setina PB 450L4VS w/4 red/blue lights, installed			PB454	$1,193.00	
Fender Protector, Setina PB8-VS			PB8	$543.00	
Rear Window barriers Setina steel			WBVSS	$382.00	
Rear Window barriers Setina Polycarbonate			WBVSP	$398.00	
Setina 10-VS sliding partition w/o recesssed gun panel w/lower extensions			CAGE	$980.00	
Setina 110-VSRP sliding partition w/recessed gun panel w/lower extensions			CAGER	$1,095.00	
Setina 10XL partition uncoated, w/recessed panel and seat extensions			CAGEXL	$1,076.00	
Setina 12-PolyC rear cargo partition, polycorbonate scratch resistant			RCAGE	$793.00	
Setina 12 EXP rear vinyl coated expanded metal partition			RCGEM	$761.00	
Setina single vertical gun mount Universal lock, handcuff key, unwired			1GUN	$436.00	
Setina dual vertical gun mount/lock shotgun/AR-15, handcuff keys, unwired			2GUN	$536.00	
Red/Blue LEDs in taillamps only			TAILRB	$397.00	
Red/Blue LEDs in taillamps & grille (not available with EcoBoost V6)			GRILTAIL	$683.00	
Red/Blue LEDs in taillamps & Headlights (requires 86P pre-drilled holes $110.00)			4CRNRRB	$883.00	
Headlamp flasher system, flashes 2016 halogen High Beams			HFLASH	$387.00	
Alarm system: Horn/lights upon door/hatch violation, w/2 remotes			ALARM	$263.00	
Extra key (w/o microchip, simple "dumb" key)	each		KEY	$10.00	
Extra remote entry keyfob (limit of 4 total per vehicle on dealer installed)	each		REMOTE	$142.00	
Transit Improvement Vehicle Excise Tax on any delivery within Anoka, Dakota, Hennepin, Ramsey, Washington, or Beltrami Counties, only marked vehicles exempt			TIVET	$20.00	
Option to pick up car in Fergus Falls, MN				($45.00)	
Total pages 1 and 2					$25,562.95
					2083.00
					$27,645.95

K&A 16G.123 09/11/2015

GRAFIX SHOPPE

Quotation

Date	Estimate #
1/7/2016	48517

3240 Mike Collins Drive
Eagan, MN 55121
888-683-9665 Toll free
651-683-9740 Fax

Bill To

Isanti Police Department
Attn: Accounts Payable
401 1st Ave. N.
PO Box 428
Isanti, MN 55040

Ship To

Isanti Police Department
Chief Gene Hill
401 1st Ave. N.
Isanti, MN 55040

Terms	Est. Delivery from art approval	Rep	Project Name
Net 30	2 Weeks	Shawn	2016 Ford Explorer

Qty	Description	Price	Total
1	ULT-2149 Reflective Kit for a White 2016 Ford Explorer	490.00	490.00
	Unit Number TBD		
	IDENTICAL TO UNIT 221		
	POLICE & Unit Number on Tailgate		
	1080 Gloss Black Stripe with Reflective POLICE, Unit Numbers and 911		
1	Install at EAT	250.00	250.00
	Install Date TBD		

This estimate is based on plans and specifications provided at the time the estimate was given. Changes requested by the customer may cause a change in the quoted price. Freight will be added to the invoice unless other arrangements are made. This quote is valid for 30 days.

Authorization Signature and Date

X _____

Subtotal	$740.00
Sales Tax (6.875%)	$0.00
Total	***$740.00***

EMERGENCY AUTOMOTIVE TECHNOLOGIES, INC.
2755 GENEVA AVE. N
OAKDALE, MN 55128
USA

Voice: 651 765-2657
Fax: 651 765-2660

QUOTATION

Quote Number: DL010716-14
Quote Date: Jan 8, 2016
Page: 1

Quoted To:

ISANTI POLICE DEPT.
P O BOX 428
ISANTI, MN 55040

Customer ID	Good Thru	Payment Terms	Sales Rep
ISANTI POLICE DEPT.	2/7/16	Net 30 Days	ALW

Quantity	Item	Description	Unit Price	Amount
1.00	VEHICLE	2016 FORD UTILITY		
1.00	CONTACT	CHIEF GENE HILL. chiefhill@cityofisanti.org		
1.00	6-VS SPT	SETINA 6-VS SPT SINGLE PRISONER PARTITION FOR TRUCK OR SUV (SUV REQUIRES REAR PARTITION) 2016 FORD UTILITY	749.25	749.25
1.00	12-VS POLY 2013 UTIL	SETINA 12-VS COATED SCRATCH RESISTANT POLYCARBONATE REAR PARTITION FOR 2013+ FORD POLICE INTERCEPTOR UTILITY	329.25	329.25
1.00	DOUBLE VERTICAL	TWO SC-5 UNIVERSAL LOCK HEADS.	299.25	299.25
1.00	WNDW POLY 2013 UTIL	SETINA CLEAR POLYCARBONATE STYLE WINDOW BARRIERS FOR 2013 POLICE INTERCEPTOR UTILITY	171.75	171.75
1.00	PB400VS 16 UTIL ALUM	SETINA ALUMINUM PB400VS PUSHBUMPER FOR 2016+ FORD POLICE INTERCEPTOR UTILITY - FULL HEIGHT	279.20	279.20
1.00	PB-5 2016 UTIL	PB-5 FENDER PROTECTION BAR FOR PB400 FOR 2016+ FORD INTERCEPTOR UTILITY	299.20	299.20
1.00	CCSRN3	WHELEN CEN-COM SAPPHIRE REMOTE SIREN/SWITCHING SYSTEM - INCLUDES CONTROL HEAD, 20 FT CABLE AND MICROPHONE	695.00	695.00
1.00	IX34UFZ	WHELEN INNER-EDGE XLP - XTRA LOW-PROFILE - 10 LIGHT - WITH 2	600.88	600.88
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	**Continued**

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QUOTATION

Quote Number: DL010716-14
Quote Date: Jan 8, 2016

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ISANTI POLICE DEPT. P O BOX 428 ISANTI, MN 55040

Customer ID	Good Thru	Payment Terms	Sales Rep
ISANTI POLICE DEPT.	2/7/16	Net 30 Days	ALW

Quantity	Item	Description	Unit Price	Amount
		TAKEDOWNS - FOR 2013+ INTERCEPTOR UTILITY - SPECIFY COLORS ON WORKSHEET		
1.00	IONV3R	WHELEN IONV3 LIGHTHEAD - V-SHAPED WARNING LIGHT WITH 3 SUPER-LED ALLEY LIGHTS AND LED PUDDLE LIGHTING - INCLUDES BASIC PEDESTAL BRACKET - BLACK HOUSING - RED	157.18	157.18
1.00	IONV3B	WHELEN IONV3 LIGHTHEAD - V-SHAPED WARNING LIGHT WITH 3 SUPER-LED ALLEY LIGHTS AND LED PUDDLE LIGHTING - INCLUDES BASIC PEDESTAL BRACKET - BLACK HOUSING - BLUE	157.18	157.18
1.00	SA315P	SA315P WHELEN SIREN SPEAKER (REPLACED SA314P) BLACK PLASTIC 01-0884777-00A	190.24	190.24
1.00	SAK44	WHELEN SAK44 - SA315 MOUNTING BRACKET FOR 2011+ FORD EXPLORER AND 2013+ FORD POLICE INTERCEPTOR UTILITY	23.40	23.40
1.00	VTX609R	VERTEX HIDEAWAY LED MODULE, SELF CONTAINED SINGLE LAMP WITH 9' CABLE - RED	70.00	70.00
1.00	VTX609B	VERTEX HIDEAWAY LED MODULE, SELF CONTAINED SINGLE LAMP WITH 9' CABLE - BLUE	70.00	70.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

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Quote Number: DL010716-14
Quote Date: Jan 8, 2016

Quoted To:

ISANTI POLICE DEPT.
P O BOX 428
ISANTI, MN 55040

Customer ID	Good Thru	Payment Terms	Sales Rep
ISANTI POLICE DEPT.	2/7/16	Net 30 Days	ALW

Quantity	Item	Description	Unit Price	Amount
4.00	IONR	WHELEN ION 6 SUPER LED LIGHTHEAD WITH BRACKET - RED	99.00	396.00
4.00	IONB	WHELEN ION 6 SUPER LED LIGHTHEAD WITH BRACKET - BLUE	99.00	396.00
1.00	IONBKT2	MOUNTING BRACKET PAIR FOR 2013+ INTERCEPTOR UTILITY FOR 6 ION'S - MOUNTS UNDER REAR WING - IONS NOT INCLUDED	45.50	45.50
2.00	IONGROM	GROMMET MOUNT KIT FOR WHELEN ION	4.55	9.10
1.00	IONSMR	WHELEN ION 6 SUPER LED SURFACE MOUNT LIGHTHEAD - RED	104.40	104.40
1.00	IONSMB	WHELEN ION 6 SUPER LED SURFACE MOUNT LIGHTHEAD - BLUE	104.40	104.40
1.00	D6RRRBBB	D6RRRBBB DOMINATOR 6 LED R/R/R/B/B/B 01-0684607-56A	306.82	306.82
1.00	7160-0411	GAMBER JOHNSON MCS CONSOLE PACKAGE WITH CUPHOLDER AND ARMREST FOR 2013+ FORD POLICE INTERCEPTOR UTILITY	385.70	385.70
1.00	7160-0339	GAMBER JOHNSON FULL SIZE FACEPLATE FOR MCS CONSOLE FOR WHELEN CEN-COM GOLD CONTROL HEAD		
1.00	7160-0321	GAMBER JOHNSON FULL SIZE FACEPLATE FOR MCS CONSOLE FOR		

Subtotal	Continued
Sales Tax	Continued
TOTAL	**Continued**

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QUOTATION

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Quote Date: Jan 8, 2016

Quoted To:

ISANTI POLICE DEPT.
P O BOX 428
ISANTI, MN 55040

Customer ID	Good Thru	Payment Terms	Sales Rep
ISANTI POLICE DEPT.	2/7/16	Net 30 Days	ALW

Quantity	Item	Description	Unit Price	Amount
1.00	7160-0444	XTL-5000/2500 REMOTE HEAD RADIO GAMBER JOHNSON MCS CONSOLE WIRING COVER PLATE FOR FORD POLICE INTERCEPTOR SEDAN AND UTIILITY - FITS 7160-0409 THROUGH 7160-0412	20.30	20.30
1.00	7160-0500	GAMBER JOHNSON MONGOOSE 6" LOCKING SLIDE-ARM WITH 360 DEGREE TILT-SWIVEL	182.70	182.70
1.00	CG-X	CHARGEGUARD PROGRAMMABLE AUTO ON/OFF TIMER 12V NEG GROUND. PROGRAMMABLE FROM 5 SECONDS TO ETERNITY.	69.30	69.30
1.00	14.0553	TRIPLE ACCESSORY OUTLET 14.0553	25.46	25.46
1.00	47769	AMBER LOW-COST LED PRISONER COMPARTMENT LIGHT	9.19	9.19
1.00	ETFBSSN-P	SOUNDOFF SOLID STATE TAIL LIGHT FLASHER - 12 WIRE - ISOLATED POSITIVE OUTPUTS	44.40	44.40
1.00	ETHFSS-SP-ISO	SOLID STATE SELECT-A-PATTERN HEADLIGHT FLASHER - ISOLATED - POSITIVE OUTPUT	48.60	48.60
1.00	FREIGHT-INBOUND	INBOUND FREIGHT CHARGES FOR ABOVE	200.00	200.00
1.00	EX-MISC SUPPLY	STANDARD SHOP SUPPLIES FEE FOR GENERAL INSTALLATION AND WIRING	300.00	300.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	**Continued**

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QUOTATION

Quote Number: DL010716-14
Quote Date: Jan 8, 2016
Page: 5

Quoted To:
ISANTI POLICE DEPT. P O BOX 428 ISANTI, MN 55040

Customer ID	Good Thru	Payment Terms	Sales Rep
ISANTI POLICE DEPT.	2/7/16	Net 30 Days	ALW

Quantity	Item	Description	Unit Price	Amount
		MATERIALS		
1.00	46985	CIRCUIT BREAKER - 100AMP - MANUAL RESET - MANUAL TRIP		
1.00	46095	POWER DISTRIBUTION - 2 J-CASE FUSE HOLDER - 1 SWITCHED OUTPUT - 1 CONSTANT OUTPUT - WITH STUD INPUT/OUTPUTS - INCLUDES 2 FUSES AND INPUT PLUG KIT		
1.00	46096	POWER DISTRIBUTION MODULE - 2 FUSED OUTPUTS - J-CASE FUSE HOLDER WITH STUD INPUTS AND OUTPUTS		
1.00	NOTE	RADIO, CAMERA DIGITAL ALLEY, RADAR.		
1.00	LABOR MSP CONTRACT	MSP CONTRACT LABOR RATE	2,000.00	2,000.00
1.00	DS-PAN-112	HAVIS PORT REPLICATING DOCKING STATION FOR PANASONIC CF-30/31 WITH NO RF PASS-THROUGHS - INCLUDES LIND POWER SUPPLY	734.29	734.29
1.00	MR-350	BULKHEAD SELF CONTAINED NMEA/EGNOS SIRF GPS RECEIVER WITH 15' CABLE - REQUIRES OPTIONAL INTERFACE CABLE SET P/N BR-305	74.25	74.25
1.00	BR-305	USB INTERFACE CABLE FOR BULKHEAD MOUNT GPS RECEIVER	18.75	18.75
1.00	NMO58AU-NC	NMO ANTENNA BASE WITH 17 FT CABLE WITHOUT CONNECTOR	13.75	13.75
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	**Continued**

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QUOTATION

Quote Number: DL010716-14
Quote Date: Jan 8, 2016

Quoted To:

ISANTI POLICE DEPT.
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ISANTI, MN 55040

Customer ID	Good Thru	Payment Terms	Sales Rep
ISANTI POLICE DEPT.	2/7/16	Net 30 Days	ALW

Quantity	Item	Description	Unit Price	Amount
1.00	TRA6927M3NB-TS1	(REPLACES BM-NC) NMO58AU-NC 526355 LAIRD 4G/3G MULTI BAND PHANTOM ANTENNA, BLACK NMO BASE	34.62	34.62
1.00	ETRAB8063	ETRAB8063 ANTENNEX PHANTOM ELITE ANTENNA (FIN STYLE) 800-866 MHZ BLACK (MDC)	29.02	29.02
1.00	MAGNETIC MIC CLIP	MAGNETIC MIC CLIP	34.95	34.95
			Subtotal	9,679.28
			Sales Tax	
			TOTAL	**9,679.28**

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: January 14, 2016

Subject: Vehicle Forfeiture ICR#15003827
2001 Chevrolet S-10 Blazer VIN #1GNCT18W61K14334

Background:

The City of Isanti through its Police Department have lawfully seized and forfeited a 2001 Chevrolet S-10 Blazer. The City of Isanti holds clear title on this vehicle.

Action:

The City Council through resolution has approved the sale of forfeited vehicles at Pikes Auction of Princeton, Mn. I am requesting the Council review and approve the sale of this vehicle at the next contractor's public auction held on March 12, 2015. Pikes Auction will advertise this vehicle.

The proceeds of this sale will be deposited into the Isanti Police Department Forfeiture Fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION 2016-XXX

RESOLUTION APPROVING TO SELL THE FORFEITED 2001 CHEVROLET S-10 BLAZER AT PUBLIC AUCTION

WHEREAS, the police department lawfully seized and forfeited a 2001 Chevrolet S-10 Blazer because of DUI arrest; and

WHEREAS, state statute permits the sale of such vehicles under Mn. §169A.63; and

WHEREAS, the proceeds from such sale must be designated for limited use by the governmental authority to promote public safety; and

WHEREAS, they vehicle is not viable for use by the City of Isanti by any department; and

WHEREAS, the next public auction is March 4, 2016 at Wayne Pike Auction in Princeton, Mn.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the sale of such vehicle at public auction and the proceeds to be deposited into the Isanti Police Department Forfeiture Fund.

This Resolution is approved by the City of Isanti Council this 19th Day of January, 2016

_____
Mayor George A. Wimmer

Attest:

_____
Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

Request for City Council Direction

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: January 19, 2015

Subject: **Resolution to Consider Donation of Parcel in Redevelopment TIF District No. 9**

Background:

Staff was made aware of a building located in historic downtown that is now vacant with the last tenant relocating to another City of Isanti business location. The 4,000 square foot building was constructed on or before 1900. The condition of the building is poor and the owners of the building have not expressed interest in updating the building and making necessary repairs to improve its marketability and use. This building serves as one of the gateway entry points to historic downtown Isanti and has the potential to become a detriment to investment downtown due to inactivity, maintenance and a very visible location. This parcel is located in TIF District No. 9 which is a redevelopment TIF District. Staff has been in contact with the owner of the building and the owner has expressed a willingness to donate the building to the City of Isanti with nominal costs associated with the transaction.

As indicated above the building is in rough shape and there are significant dollars that would go into repairs of the building just to bring it into a condition to make it marketable for rent or lease. Staff has received rough estimates from a contractor through a third party to repair and/or demolish the structure. Staff has also contacted an environmental firm to get estimates for the Phase 1 and Demolition Survey. The rough estimates are as follows:

Remove and rebuild roof	$50,000
Repair Roof (instead of removing and rebuilding)	$45,000
Demolition	$10-$30,000
Phase 1 Environmental	$ 2,200
Demolition Survey / Testing	$ 2,100

There are other items that could become evident upon further inspection that could lead to increased costs. Currently the property is assessed at $141,000 with current property taxes (including special

assessments) of $4,828.00. The City portion of annual taxes are estimated to be $1,247. Staff is unaware of any environmental assessments that have been completed on the property. Based on its proximity to the railroad ROW and the age of the building it is possible that there could be items of concern. Staff is recommending that a Phase 1 and a building/demolition survey be conducted or a review be performed by a qualified professional. Acquisition, renovation would be qualifying activities within TIF District No. 9. This district is in the last year of it timetable to make qualifying activities so this is the only opportunity we have to potentially recoup cost associated with redevelopment activities of the duration of the district. Staff is looking for direction on this matter.

Funding Source and Amount:

To be quantified and determined is direction to move forward with negotiation is given to Staff.

Request for Action:

Consider adoption of Resolution 2016-___ Authorization for Staff to Consider Donation of Parcel in Redevelopment TIF District No. 9.

Attachment:

1) Resolution 2016-____ Authorization for Staff to Consider Donation of Parcel in Redevelopment TIF District No. 9.
2) Site Map and Property Photos

RESOLUTION 2016-___

Consider Donation of Parcel in Redevelopment TIF District No. 9

WHEREAS, Parcel No. 16.047.0120 commonly known as 102 Dahlin Avenue NE (The "Property")is located in Redevelopment TIF District No. 9; and

WHEREAS, the Property is in poor condition and there are many repairs needed to make it a marketable building for business use; and

WHEREAS, Staff has been in contact with the owner of the Property and the owner has expressed a willingness to donate the Property to the City of Isanti at a nominal cost; and

WHEREAS, the structural and environmental condition of the Property have unknowns and need to be defined prior to the City considering donation of the Property; and

WHEREAS, Staff has obtained estimates for a Phase 1 ($2,200) and Demolition Survey ($2,100) which staff is recommending be conducted prior to the City considering acceptance of the donation of the Property.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize City Staff to work with the land owner on the terms of donation of the Property and conduct environmental tests in an amount not to exceed $5000 with the funding source to be determined by Finance Committee.

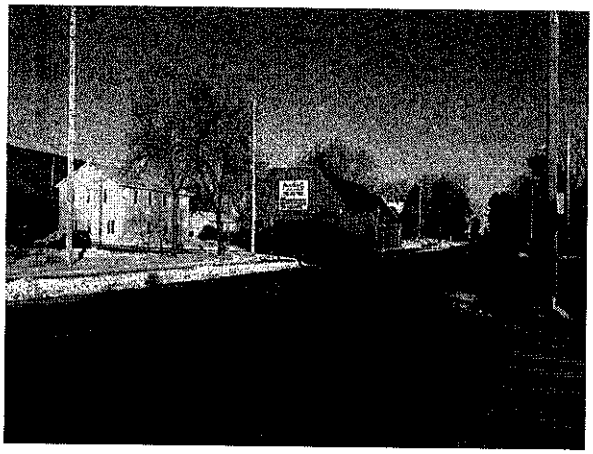
This Resolution hereby approved by the Isanti City Council this 19th day of January 2016.

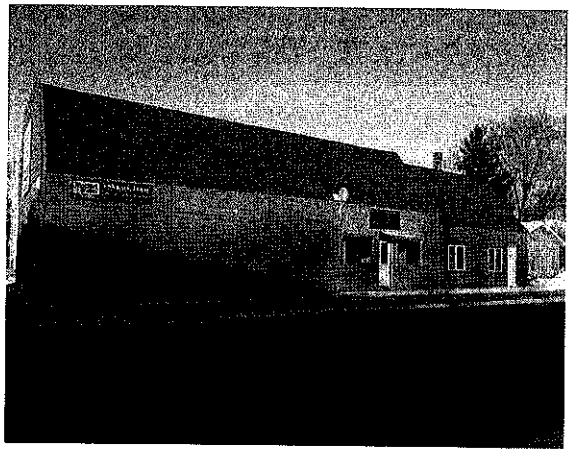
Attest: Mayor George A. Wimmer

Karissa A Henning
Human Resources/City Clerk

(SEAL)

Site Map and Photos





A Community For Generations.

Isanti

CITY OF ISANTI

*Check Summary Register©

L.1.

Closing 2015

AP151301

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043169	AERO, INC.	1/11/2016	$20,474.00
Paid Chk# 043170	BERNICK'S PEPSI-COLA	1/11/2016	$210.48
Paid Chk# 043171	BILL'S QUALITY CLEANING	1/11/2016	$746.00
Paid Chk# 043172	BRIN NORTHWESTERN	1/11/2016	$9,140.00
Paid Chk# 043173	COMM OF MMB, TREAS DIV	1/11/2016	$260.00
Paid Chk# 043174	COMPASS MINERALS	1/11/2016	$7,286.28
Paid Chk# 043175	CONCEPT FINANCIAL GROUP	1/11/2016	$164.50
Paid Chk# 043176	CROSSTOWN SIGN	1/11/2016	$3,871.00
Paid Chk# 043177	DAHLHEIMER DISTRIBUTING CO	1/11/2016	$1,169.20
Paid Chk# 043178	EAST CENTRAL SANITATION	1/11/2016	$386.98
Paid Chk# 043179	ECM PUBLISHERS, INC.	1/11/2016	$2,104.50
Paid Chk# 043180	ESS BROTHERS & SONS	1/11/2016	$90.00
Paid Chk# 043181	FORSTER, SHAYNA	1/11/2016	$89.13
Paid Chk# 043182	FRANSEN, LINDA	1/11/2016	$400.00
Paid Chk# 043183	G & K SERVICES	1/11/2016	$458.54
Paid Chk# 043184	GOPHER STATE ONE-CALL, INC.	1/11/2016	$43.50
Paid Chk# 043185	HACH COMPANY	1/11/2016	$103.05
Paid Chk# 043186	HAWKINS, INC.	1/11/2016	$5,841.00
Paid Chk# 043187	HAYFORD FORD	1/11/2016	$209.00
Paid Chk# 043188	INGERSOLL RAND COMPANY/	1/11/2016	$100.00
Paid Chk# 043189	JOHNSON BROTHERS LIQUOR	1/11/2016	$9,340.80
Paid Chk# 043190	KAWALEK TRUCKING	1/11/2016	$213.60
Paid Chk# 043191	LEAF TOWING AND	1/11/2016	$100.00
Paid Chk# 043192	MARK PRINTING	1/11/2016	$220.00
Paid Chk# 043193	MCDONALD DISTRIBUTING CO.	1/11/2016	$10,152.40
Paid Chk# 043194	MENARDS - CAMBRIDGE	1/11/2016	$891.28
Paid Chk# 043195	MINNCO CREDIT UNION	1/11/2016	$1,047.88
Paid Chk# 043196	MN DEPT OF REVENUE	1/11/2016	$21,065.00
Paid Chk# 043197	MODERN MARKETING, INC.	1/11/2016	$404.70
Paid Chk# 043198	PHILLIPS WINE & SPIRITS, INC.	1/11/2016	$5,561.70
Paid Chk# 043199	PSN	1/11/2016	$49.95
Paid Chk# 043200	RIVERSIDE MARKET	1/11/2016	$55.58
Paid Chk# 043201	SHR SALES	1/11/2016	$465.00
Paid Chk# 043202	SIGNS BY JILL	1/11/2016	$220.00
Paid Chk# 043203	STAPLES ADVANTAGE	1/11/2016	$437.27
Paid Chk# 043204	STEVE'S TIRE SERVICE	1/11/2016	$392.80
Paid Chk# 043205	TR COMPUTER SALES, LLC	1/11/2016	$185.00
Paid Chk# 043206	URBANS HARDWARE	1/11/2016	$328.81
Paid Chk# 043207	VERIZON WIRELESS	1/11/2016	$510.47
Paid Chk# 043208	VIKING COCA-COLA BOTTLING	1/11/2016	$235.70
Paid Chk# 043209	WBM WINE & SPIRITS, INC.	1/11/2016	$7,354.65
Paid Chk# 043210	WELCHLIN COMMUNICATION	1/11/2016	$400.00
Paid Chk# 043211	XEROX CORPORATION	1/11/2016	$74.31
Paid Chk# 043212	ZEMAN, VALERIE	1/11/2016	$10.00
		Total Checks	$112,864.06

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CITY OF ISANTI

*Check Summary Register©

Closing 2015

AP151302

	Name	Check Date	Check Amt
10100	**Community Pride Bank**		
Paid Chk# 043238	JOSLIN & MOORE	1/14/2016	$4,736.80
Paid Chk# 043239	LIBERTY TITLE INC.	1/14/2016	$67.17
Paid Chk# 043240	WEX BANK	1/14/2016	$1,055.98
Paid Chk# 043241	ALL AMERICAN TITLE CO.,INC.	1/14/2016	$4.07
Paid Chk# 043242	BRADLEY & DEIKE, P.A.	1/14/2016	$34.00
Paid Chk# 043243	CASH	1/14/2016	$30.18
Paid Chk# 043244	CASTERTON TITLE & CLOSING	1/14/2016	$25.60
Paid Chk# 043245	CENTER POINT ENERGY	1/14/2016	$3,876.58
Paid Chk# 043246	CHRISTIAN, CHRISTOPHER	1/14/2016	$143.92
Paid Chk# 043247	HAWKINS, INC.	1/14/2016	$5,142.50
Paid Chk# 043248	ISANTI TIRE & AUTO CARE	1/14/2016	$60.50
Paid Chk# 043249	JOSLIN & MOORE	1/14/2016	$124.00
Paid Chk# 043250	LEAR, DAVE	1/14/2016	$5.00
Paid Chk# 043251	LIBERTY TITLE INC.	1/14/2016	$12.50
Paid Chk# 043252	MN DEPT OF LABOR	1/14/2016	$881.64
Paid Chk# 043253	NOVAK-FLECK, INC.	1/14/2016	$6.77
Paid Chk# 043254	STAPLES ADVANTAGE	1/14/2016	$109.93
Paid Chk# 043255	STEWART TITLE CO	1/14/2016	$77.60
Paid Chk# 043256	STOKES, MARY	1/14/2016	$37.16
Paid Chk# 043257	SUNWOOD PROPERTIES LLC	1/14/2016	$5.00
Paid Chk# 043258	TOTAL CONTROL SYSTEMS, INC	1/14/2016	$5,450.26
Paid Chk# 043259	WEX BANK	1/14/2016	$1,150.93
Paid Chk# 043260	YERIGAN, KRISTINE	1/14/2016	$4.00
		Total Checks	$23,042.09

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Isanti

CITY OF ISANTI

*Check Summary Register©

January 2016

AP160101

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043213	BELLBOY CORPORATION	1/11/2016	$4,764.65
Paid Chk# 043214	BRADLEY & DEIKE, P.A.	1/11/2016	$204.00
Paid Chk# 043215	C EMERY NELSON, INC.	1/11/2016	$214.98
Paid Chk# 043216	CRYSTAL SPRINGS ICE	1/11/2016	$30.40
Paid Chk# 043217	DAHLHEIMER DISTRIBUTING CO	1/11/2016	$3,904.90
Paid Chk# 043218	ECM PUBLISHERS, INC.	1/11/2016	$204.00
Paid Chk# 043219	GENERAL CODE	1/11/2016	$995.00
Paid Chk# 043220	J. J. TAYLOR	1/11/2016	$613.75
Paid Chk# 043221	JOHNSON BROTHERS LIQUOR	1/11/2016	$4,515.73
Paid Chk# 043222	KAWALEK TRUCKING	1/11/2016	$107.20
Paid Chk# 043223	MENARDS - CAMBRIDGE	1/11/2016	$312.15
Paid Chk# 043224	MINNESOTA'S BOOKSTORE	1/11/2016	$98.00
Paid Chk# 043225	MN CHIEFS OF POLICE	1/11/2016	$410.00
Paid Chk# 043226	MPELRA	1/11/2016	$125.00
Paid Chk# 043227	NAPA AUTO PARTS	1/11/2016	$30.83
Paid Chk# 043228	NORTHLAND TRUST	1/11/2016	$384,375.00
Paid Chk# 043229	PHILLIPS WINE & SPIRITS, INC.	1/11/2016	$2,556.08
Paid Chk# 043230	POSTMASTER	1/11/2016	$225.00
Paid Chk# 043231	RESOURCE TRAINING	1/11/2016	$28,251.00
Paid Chk# 043232	THORPE DISTRIBUTING CO.	1/11/2016	$139.10
Paid Chk# 043233	TR COMPUTER SALES, LLC	1/11/2016	$149.00
Paid Chk# 043234	V.F.W. POST 2735	1/11/2016	$180.00
Paid Chk# 043235	WATSON CO., INC.	1/11/2016	$1,422.06
Paid Chk# 043236	WINE MERCHANTS	1/11/2016	$208.00
Paid Chk# 043237	WINTER EQUIPMENT	1/11/2016	$344.96
		Total Checks	$434,380.79

A Community For Generations.

CITY OF ISANTI

*Check Summary Register©

January 2016

AP160102

Name		Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043261	7-UP BOTTLING	1/14/2016	$171.12
Paid Chk# 043262	BERNICK'S PEPSI-COLA	1/14/2016	$508.80
Paid Chk# 043263	BREAKTHRU BEVERAGE	1/14/2016	$5,139.54
Paid Chk# 043264	DAHLHEIMER DISTRIBUTING CO	1/14/2016	$5,596.30
Paid Chk# 043265	JOHNSON BROTHERS LIQUOR	1/14/2016	$7,015.20
Paid Chk# 043266	JOSLIN & MOORE	1/14/2016	$623.60
Paid Chk# 043267	KAWALEK TRUCKING	1/14/2016	$125.60
Paid Chk# 043268	MCDONALD DISTRIBUTING CO.	1/14/2016	$4,332.60
Paid Chk# 043269	MLB PRINTING, INC.	1/14/2016	$190.00
Paid Chk# 043270	MN DEPT OF AGRICULTURE	1/14/2016	$40.00
Paid Chk# 043271	PHILLIPS WINE & SPIRITS, INC.	1/14/2016	$1,053.19
Paid Chk# 043272	RJM DISTRIBUTING, INC.	1/14/2016	$164.85
Paid Chk# 043273	T M JOHNSON BROS., INC.	1/14/2016	$94.00
Paid Chk# 043274	TOSHIBA FINANCIAL SERVICES	1/14/2016	$281.26
Paid Chk# 043275	US INTERNET	1/14/2016	$57.80
Paid Chk# 043276	VIKING COCA-COLA BOTTLING	1/14/2016	$137.00
Paid Chk# 043277	WATSON CO., INC.	1/14/2016	$740.42
Paid Chk# 043278	WINE MERCHANTS	1/14/2016	$192.00
		Total Checks	$26,463.28

City of Isanti

Gross Payroll	86,915.95
Social Security & Medicare	4,791.43
Public Employees Retirement	7,678.26
Total City Expense	99,385.64

Pay Date 1-15-2016

Pay Period 2 (12/27/15 - 1/9/16)

L.2.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
DECEMBER 8, 2015

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Paul Bergley, Steve Lundeen, Wayne Traver, Cindy Lind-Livingston, and Luke Merrill.

Members Absent: Greg Cesafsky (gave prior notice)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from November 10, 2015 Planning Commission Meeting.

Duncan questioned if there were any comments or changes on the minutes.

Motion by Bergley second by Lind-Livingston to approve the November 10th, 2015 Planning Commission meeting minutes. Motion was unanimously approved.

3. Public Hearings.

None.

4. Other Business.

A. Discussion on Car Dealerships.

Duncan read the item in to the minutes.

Achman presented the staff memo.

Duncan asked if there was a concern that a car dealer office would be any different than the other office uses listed.

Achman stated that the other office uses such as architectural office, engineering office and other similar offices generally do not have a component similar to what a car dealer office could bring in. It needs to be clear that no cars are allowed to be displayed for sale on site unless they have an approved conditional use permit. Achman further explained that brokers and wholesalers do not have on site sales and display. The Driver and Vehicle Services division has an application that must be filled out prior to a car dealer getting a license. The application specifies the

requirements for each type of car dealer. For instance, a used car dealer may not have on site sales or display, but the State requires that proof of five display stalls be available. In this case, the City would require a conditional use permit.

Traver stated he felt a registration application should be generated and filled out by anyone that wanted to operate a car dealer office. That way it's in writing what the expectations are for that particular business. With selling cars it's easy for a car to arrive and be overlooked on the site, but if more cars show up, then we have a binding document that tells them they cannot display the cars on site and were informed of that.

Duncan asked if the definition is amended and the City notices cars being displayed on site, then what action does the City take.

Achman stated the business would get a zoning violation and it would go through a similar process as nuisance violations. They would need to remove the display and if they wanted to have on site sales and display, then they would need to apply for a conditional use permit.

Duncan asked if the process would be any different if the car dealer office filled out and submitted a registration form.

Achman stated that she felt the registration form would allow staff to track the business more easily.

Merrill stated he felt the registration form would just create more administrative work.

Achman stated that the home occupation registration form was maybe a poor example of a form to use. The registration of home occupations helps track home occupations because they are generally not apparent from the outside.

Duncan stated he would lean towards simply amending the general office definition.

Lundeen indicted he agreed with Traver in that a registration form should be filled out so that the business owner signs the document knowing all the rules. He further stated that he felt when a document like that is signed, it is more binding.

Traver stated that the registration form would hold the business owner liable.

Bergley asked if staff would design a form similar to the home occupation registration form.

Achman stated she would. It would be fairly basic. The form would likely have contact information and a disclaimer about vehicle sales and display.

Lind-Livingston asked if any of the other general offices have to submit a registration form when they come in.

Achman stated they did not. The other offices listed do not tend to have a component that could create issues similar to on site vehicle displays.

Lind-Livingston stated it shouldn't cause too much extra work to fill out the form, file it, and then it's available whenever you need it.

Merrill stated complexity is easy, simplicity is difficult to achieve. Merrill felt that adding a registration form was just making more work.

Duncan stated that he would like to hear the City Attorney's input on whether the form would provide the City with additional teeth to help enforce the regulation of no vehicle display's or not. If it does, Duncan stated he would agree with it. If in the end it's not providing anything additional for enforcement, then it's just an extra burden on a general office.

Traver asked if the item should be tabled.

Duncan requested staff discuss with the City Attorney whether or not an application for the operation of a car dealer office with no on-site sales would provide more teeth in the event the cars started to show up on-site. If it did not, then Duncan suggested not moving forward with an application. In either situation, the definition of General Office should be amended to include car dealers with no on-site sales. There was consensus among the Planning Commission to bring information back to the next Planning Commission meeting.

Lind-Livingston asked if the form would be brought to the next meeting.

Achman stated she would draft a form if the City Attorney's opinion was that a form would provide additional teeth for enforcement.

B. Planning Commissioner Training.
Duncan read the item into the minutes.

Achman presented the staff memo and outlined the attachments regarding meeting order and organization.

Discussion ensued between the Planning Commission and staff about the conduct of Commissioners and their role in making decisions.

5. Other Communications.

A. Tentative 2016 Planning Commission Meeting Dates
Achman provided the Planning Commission with the tentative 2016 Planning Commission meeting dates, stating that the dates would be reviewed and approved at the January 5th, 2016 City Council meeting.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the December 8th, 2015 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 8:12 p.m.

Dated at Isanti, Minnesota this 8th day of December 2015.

Respectfully submitted,

_____

Roxanne Achman
Community Development Director

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
December 1, 2015
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 9:55 p.m.

Sullivan distributed Jump Drives to EDA members present.

a. Pledge of Allegiance

b. Roll Call

Members Present:	Tara Hallberg, Keith Dragisich, Paul Bergley, George Wimmer and Steve Lundeen
Members Absent:	Dan Collison, Adam Johnson
Staff Present:	Economic Development Director Sean Sullivan

c. Agenda Modifications

None.

2. Approval of Agenda

Motion to approve Agenda as presented by Lundeen, second by Bergley, motion carried unanimously.

3. Approve Minutes of November 3, 2015 Regular Economic Development Meeting

Motion to approve minutes as presented by Bergley, second by Hallberg, motion carried unanimously.

4. Update on Outside Storage Containers in Commercial and Industrial Zoning Districts

President Wimmer provided an update to the EDA on how the visits with business have been going. He indicated that the visits were going well and that a consistent comment from the businesses was to be treated fairly and equally. He also indicated that the visits outlined that the City was only looking to enforce what is currently on the books. There is still one business that needs to be met with but as of now this business is in compliance and a meeting may not be necessary.

No action was requested or taken on this informational item.

5. Economic Development Authority – 2016 Meeting Schedule (Tentative)

Economic Development Director Sullivan went of the tentative schedule for 2016 highlight the two Wednesday dates due to Precinct Caucuses and National Night Out. Sullivan instated that the schedule was usually approved at the first meeting in January but the consensus of the EDA was to adopt it now.

Motion to adopt the following meeting schedule for the EDA for 2016:

2016 ECONOMIC DEVELOPMENT AUTHORITY MEETING SCHEDULE

The Economic Development Authority shall hold regular meetings immediately following the 1st 7:00 p.m. City Council Meeting on the 1st Tuesday of every month. at Isanti City Hall. All meetings are held at Isanti City Hall at 110 1st Avenue NW, Isanti, MN 55040 in the City Council Chambers. The 2016 scheduled meeting dates are below:

January 5, 2016

February 2, 2016

March 2, 2016 (Wed.)

April 5, 2016

May 3, 2016

June 7, 2016

July 5, 2016

August 3, 2016 (Wed.)

September 6, 2016

October 4, 2016

November 1, 2016

December 6, 2016

By Bergley, second by Hallberg, motion carried unanimously.

6. Consider Review of Business Subsidy Policy and Business Incentives

Economic Development Director updated the EDA that Isanti County was in the process of revising its Tax Abatement Policy. He indicated that the City Business Subsidy policy was created in 2002 and there have

been subsequent policies adopted in regards to TIF, Tax Abatement and Revolving Loan incentives. Staff asked the EDA if it would be prudent to review the existing policies and to bring back suggestions, revisions, and / or updates to the EDA for consideration. Staff indicated this could take some time but that it would make sense so due to timing of potential Isanti County changes.

Motion to direct Economic Development Director Sullivan to review the existing Business Subsidy, Tax Abatement, TIF and RLF policies and applications and to bring back suggestions and potential revisions to the EDA for consideration by Lundeen, second by Hallberg, motion carried unanimously.

7. Discussion on the Johnson Parcel

Economic Development Director Sullivan highlighted the staff memo. He indicated that the Johnson property was valuable real estate in the City of Isanti with its proximity to Hwy 65 and Heritage Blvd. He also explained that there we some challenges associated with the development and marketing of this property as well. The property is bisected by a natural gas distribution pipeline for Northern Natural Gas and it is not listed by a real estate broker. These items aren't necessarily a deterrent to development but the uncertainty of the pipeline and options to move and lack of marketing certainly does not help. Sullivan indicated that he discussed these issues with the landowner and a representative and they were attempting to contact Northern Natural Gas regarding movement of the pipeline, costs and were considering marketing options with a minimum of a for sale sign. Sullivan indicated that development of this parcel was important to the City and that the tax base it could generate would be significant. He indicated that working with the landowner to develop this parcel, and to work with all other parcels in the City was his job.

8. Other Business / Updates

Economic Development Director Sullivan updated the EDA that the City of Isanti was the winner of the 2015 Business Recruitment Award from EDAM.

a. Business Prospects
b. Business Expansions
c. Isanti County EDA
d. EDAM Business Recruitment Award
e. GPS 45:93
f. Minnesota Real Estate Journal Conference – November 20, 2015
g. Housing Starts in 2015
h. Business Arrivals and Departures in Isanti 2015

9. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 10:06 p.m. Motion carried unanimously.

Dated at Isanti, Minnesota, this 2nd day of December, 2015.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

A Community For Generations.

Isanti

L.4.

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: January 11, 2016

Subject: 2016 City Council Committee Meeting Schedule

Staff has been working on setting up the monthly or periodic City Council Committee meetings for this year. Listed below is the 2016 City Council Committee Meeting Schedule. Unless noted, meetings are held in the City Hall Library Meeting Room. This schedule is being presented for consideration by the City Council.

Building & Grounds – Following Public Works Committee meetings at 6:15 p.m., scheduled as necessary.

Development & Operations Advisory Committee – 8:30 a.m. – Thursdays after the regular City Council meetings.

Finance Committee - Following Development & Operations Advisory Committee meetings.

Liquor Committee - 5:30 p.m., 3rd Tuesday of each month (Alternates – Liquor Store or City Hall)

Personnel Committee – Following Finance Committee meetings, scheduled as necessary.

Police Committee – 6:00 p.m. Tuesdays, 1/26, 4/26, 8/2 (National Night Out, meet at ICC) and 10/25, unless noted meets at the Police Department.

Public Works Committee – 5:45 p.m., Tuesdays, 2/2, 4/5, 6/7, Wednesday, 8/3, 10/4, and 12/6

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
JANUARY 12, 2016

M.1.

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Paul Bergley, Steve Lundeen, Wayne Traver, Cindy Lind-Livingston, Greg Cesafsky, and Jim Kennedy.

Members Absent: None

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Welcome Council Representatives.

Achman welcomed council representatives Steve Lundeen and Paul Bergley back to the Planning Commission.

3. Organization of Advisory Bodies as per the City Code of Ordinance Chapter 8.

A. Oath of Office for new Planning Commission Members.

Achman stated that the newly appointed commissioner, Mr. Kennedy, needed to recite the Oath of Office.

Mr. Kennedy recited the Oath of Office.

B. Chair of Planning Commission.

Achman requested nominations for the position of Chair of the Planning Commission.

Motion by Lundeen, second by Cesafsky to nominate Mr. Duncan as Chair of the Planning Commission. There were no other nominations.

Duncan accepted the nomination.

Achman called the motion. Motion was approved unanimously. The meeting was then turned over to Mr. Duncan.

C. Vice-Chair of Planning Commission.

Duncan requested nominations for Vice Chair of the Planning Commission.

Motion by Traver, second by Lind-Livingston to nominate Mr. Cesafsky as Vice Chair of the Planning Commission.

Cesafsky accepted the nomination.

Motion was approved unanimously.

D. Secretary of Planning Commission.
Duncan requested nominations for the Secretary of the Planning Commission.

Motion by Lundeen, second by Bergley to nominate City staff as the Secretary of the Planning Commission. Motion was unanimously approved.

E. Approve 2016 Planning Commission Meeting Dates.
Motion by Bergley, second by Lundeen to approve the 2016 Planning Commission meeting dates.

Duncan stated he would be unavailable for the February 9, 2016 and November 8, 2016 Planning Commission meetings.

Motion carried unanimously.

4. Approval of Minutes from December 8, 2015 Planning Commission Meeting.
Duncan questioned if there were any comments or changes to the minutes.

Motion by Lundeen, second by Bergley to approve the December 8th, 2015 Planning Commission Meeting Minutes. Motion was unanimously approved.

5. Public Hearings.
A. Request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota.
Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Timothy Marinan, 4359 155th Ave NW, Andover, MN, approached the podium to state his presence.

Bergley asking if the applicant understood all the conditions outlined for the Conditional Use Permit.

Achman confirmed the applicant was presented the conditions and understood them.

Bruce Yerigan, 27741 University Ave NE, Isanti, MN, asked if there was a site layout indicating where the cars would be displayed.

Achman provided Mr. Yerigan with a copy of the site layout indicating the cars would be on the easternmost portion of the lot, facing East Dual Boulevard NE.

Lundeen asked Mr. Marinan if he anticipated more than five cars being displayed on the lot.

Mr. Marinan stated that he did not. The site is primarily for the use of an office space.

Achman clarified that due to the type of car dealer license Mr. Marinan has, the state requires that he provides proof that five vehicles can be displayed on the lot whether he plans on using them or not.

Duncan closed the public hearing.

Motion by Kennedy second by Cesafsky to recommend approval of the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota based on the Findings of Fact and conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

Motion carried unanimously.

B. Request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota.

Duncan read the item into the minutes.

Achman presented the staff memo.

Bergley questioned whether Coborn's had given any indication of what would be placed on that lot.

Achman clarified that Coborn's does not own the property. Paces Lodging (Property Resource Group) owns the land. Whoever purchases or leases the lot will be doing so from Paces. Not Coborn's.

Duncan stated that it appeared city staff was recommending approval subject to the City Engineers review comments being addressed.

Duncan opened the public hearing.

Mr. Yerigan requested to see a copy of the plat.

Achman provided a copy to Mr. Yerigan and indicated where the subdivision would occur on the parcel.

Duncan closed the public hearing.

Motion by Cesafsky second by Bergley to recommend approval of the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. An agreement with the owner of the triangular piece of property located east of the proposed pond will need to be in place prior to performing any work on that property.
2. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.
3. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar

transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

4. The Development Agreement for Isanti Commons First Addition shall be amended to reflect the plat name change associated with this property.

Motion carried unanimously.

C. Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definitions.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing. There was no one to speak on the matter. Duncan closed the public hearing.

Motion by Kennedy second by Lundeen to approve the request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definitions to include Motor Vehicle Sales Office (no on-site displays, i.e. broker or wholesaler) within the definition of General Office based on the Findings of Fact and Conclusions. Motion carried unanimously.

6. Other Business.

A. Request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan asked if there were any conditions attached to the request.

Achman stated there are no conditions. The extension can be granted for up to one year.

Lundeen stated he doesn't want this to turn into a yearly request.

Achman indicated that an extension can only be granted twice.

Bergley stated his concern based on the letter. The letter states they were unable to complete the project last year due to a lack of workers. He asked whether the City needs to be concerned about the project being started and not finished.

Lundeen stated that IRET is a big company that is mainly out of North Dakota. Now that housing has dropped off in North Dakota, they should be able to complete the project here without a problem.

Motion by Lundeen second by Kennedy to recommend approval of the request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution

No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota. Motion carried unanimously.

7. Other Communications.

A. None.

8. Adjournment

Motion by Lundeen second by Kennedy to adjourn the January 12th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:20 p.m.

Dated at Isanti, Minnesota this 12th day of January 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
January 5, 2016
Isanti City Hall

DRAFT

1. Call To Order

The meeting was called to order by Economic Development Director Sullivan at 7:45 p.m.

a. Pledge of Allegiance

b. Roll Call

Members Present: Tara Hallberg, Keith Dragisich, Dan Collison, Steve Lundeen, Adam Johnson, Paul Bergley and George Wimmer

Members Absent: None

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

Acted upon after President Wimmer elected: No modifications to the agenda were presented. Motion to Approve Agenda as presented by Johnson, second by Lundeen, motion carried unanimously.

2. Organization of Advisory Bodies as per Ordinance 181

a) Oath of Office
No new commissioners for 2016. No oaths administered.

b) Election of 2016 EDA President
Motion by Johnson, second by Lundeen to elect George Wimmer as President, motion carried unanimously.

c) Election of 2016 EDA Vice-President
Motion by Dragisich, second by Johnson to elect Steve Lundeen as Vice-President, motion carried unanimously.

d) Election of 2016 EDA President Pro-tem
Motion by Bergley, second by Lundeen to elect Keith Dragisich as President Pro-Tem, motion carried unanimously.

e) Election of 2016 EDA Secretary
Motion by Lundeen, second by Johnson to select Economic Development Director Sean Sullivan as Secretary, motion carried unanimously.

f) Election of 2016 EDA Treasurer
Motion by Lundeen, second by Johnson, to elect Finance Director Ms. Brenda Frechette as Treasurer, motion carried unanimously.

g) Adoption of Bylaws
No changes were made to Bylaws so no action was taken.

h) Adoption of 2016 EDA Meeting Schedule
Motion by Johnson, second by Collison to adopt 2016 meeting schedule as presented, motion carried unanimously.

i) Adoption of City of Isanti Economic Development Authority Resolution 2016-1 a Resolution Organizing the Economic Development Authority of the City of Isanti
Motion by Johnson, second by Collison to adopt Resolution 2016-1 as presented, motion carried unanimously.

President Wimmer asked that an agenda item that adopted the Organizational Resolution be added to the agenda next year.

3. Approve Minutes of December 1, 2015 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for December 1, 2015. Motion carried unanimously.

4. Open Meeting Law & Conflict of Interest Information, Clark Joslin, City Attorney

President Wimmer indicated that this presentation was already given to City Council and EDA members were present at the City council Meeting on January 5, 2016.

Staff asked commissioners to get conflict of interest form submitted as soon as possible.

No formal action was requested or taken.

5. 2014-2015 Minnesota Manufacturing Week Summary Report

Economic Development Sullivan highlighted the Manufacturing business reports generated on behalf of the city of Isanti by Greater MSP. Sullivan explained that the City enters the raw data from business visits and various reports can be generated to show trends and areas to review. Has highlight a few of the large changes from 2014 to 2015 and also area that the City scored below neutral for the business environment. Sullivan asked the EDA if they liked the reports and the information contained.

The EDA consensus was that there were useful reports. Tracy Niefert, Isanti Area Chamber of Commerce President provided an update about upcoming chamber events and the pending merger between the Isanti Area Chamber of Commerce and the Cambridge Area Chamber of Commerce.

6. Consider Establishment of Meetings with Isanti Businesses in 2016

Economic Development Director Sullivan presented the staff memo. He indicated the he and President Wimmer had been discussing this item generally and were looking for some input from the full EDA regarding the matter. The thought would be to offer times for businesses to meet with City Staff and the Mayor to have questions answered and to pass on information pertinent to the business community. This would build off from what is being done at the Mayor's Luncheon.

President Wimmer stated that he wanted the meetings to be more of informal with coffee and a very low intensity forum.

Sullivan asked the EDA if they had additional comments.

President Wimmer wants the meeting to be fairly frequent with it starting as soon as possible. He thought March was a reasonable timetable to start meetings.

Commissioner Dragisich asked if we could allocate some marketing dollars to these meeting for food and beverage.

Consensus of the EDA was to allocate some marketing funds for food and beverage.

EDA consensus was to have Economic Development Director Sullivan work with President Wimmer to get these meetings up and running in March 2016.

7. Other Business / Updates

Economic Development Director Sullivan highlighted the Staff Memo which included that housing continues to thrive and the he and President Wimmer would be accepting the business recruitment award from EDAM in January. Coborn's and Allina will be incorporated into future marketing materials. The EDA also touched on the impact of SnoBear USA to the community and the unique nature of their products.

a. Business Prospects
b. 2016 Tourism Market Study Update
c. GPS 45:93
d. EDAM – Winter Conference
e. Housing Starts in 2015
f. Business Arrivals and Departures in Isanti 2015

Commissioner Collision asked if the EDA would be interested in putting a map together showing location of businesses and attractions to be placed at Isanti Indoor Arena – Home of Rum River BMX.

President Wimmer indicated that this was a good idea. He indicated that the business haven't seemed to take full advantage of events that come to Isanti. He mentioned past venues such as

Cambridge Isanti Soccer / BMX and Hockey haven't had the best participation rates by Isanti businesses in marketing efforts. More work needs to be done in this area. A Hotel is a key component to the success of businesses in Isanti. The Hotel and how to get it built will be discussed at City Council Goal Setting.

Commissioner Lundeen expressed the need for a hotel in Isanti to accommodate for events. He mentioned that 4 Large State Softball tournaments are held in Cambridge that draw from around the state. They have to turn down bids due to lack of lodging in area.

Commissioner Dragisich asked if the BMX event and the street dance could be coordinated together.

President Wimmer stated that in the past the Street Dances were held on weekends that didn't have conflicting events.

8. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 8:13 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 5th day of January, 2016.

Respectively Submitted,

_____

Sean M. Sullivan, Economic Development Director

A Community For Generations.
Isanti

Isanti Police Department Monthly Report

December 2015

Reported Crime	Month to Date	Year to Date
Theft	16	188
Assault	4	34
Vandalism/Damage to Property	7	80
Narcotics	1	22
Burglary	3	17
Domestics	12	103
Crim Sex	1	9
Robbery	0	0
Loud Party/Disturbance	2	132
Medical	33	304

Traffic Offenses	Month to Date	Year to Date
No Insurance	4	89
DUI	1	33
Accidents	4	68
Hit & Run	0	6
Warrant P/U	0	31
Speed	30	189
DAR/DAS	4	34
Administrative Citations (Including Speed)	3	104

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	21,272	1,270	16,255
Dodge 222	93,862	2,934	22,628
Dodge 225	144,408	3,425	26,353
Chevy Silverado 224	111,863	644	2,655
Chevy Silverado 220	97,474	407	3,211
Chevy Impala 223	75,633	861	5,460

ISANTI POLICE DEPARTMENT ANNUAL REPORT

Reported Crime

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	% Change
Theft	137	195	204	208	187	156	133	135	141	163	120	188	56.67%
Assault	43	73	78	39	33	44	37	41	37	43	37	34	-8.11%
Vandalism	72	89	112	75	63	102	92	81	94	49	59	80	35.59%
Narcotics	49	61	48	40	26	24	24	38	46	26	27	22	-18.52%
Burglary	22	28	33	25	31	15	14	25	20	17	20	17	-15.00%
Domestics	49	52	52	64	74	104	80	60	79	78	83	103	24.10%
Crim Sex	7	6	7	10	13	11	11	12	10	11	7	9	28.57%
Robbery		1	0	0	1	0	0	0	0	0	0	0	0.00%
Loud party			62	49	76	108	106	97	151	125	119	132	10.92%
Medical												304	0.00%

Traffic Offenses

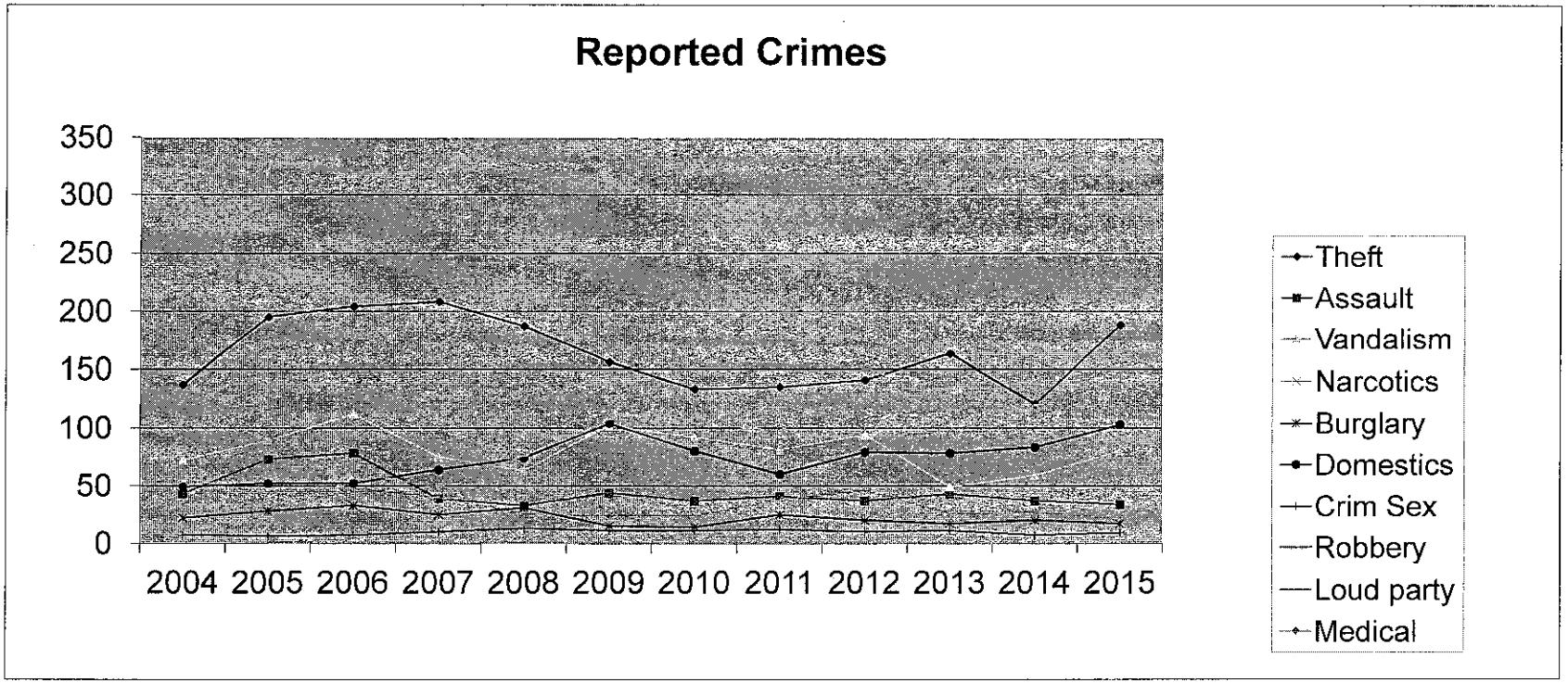
	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
No Ins	87	89	83	129	95	109	110	90	46	89	90	89	-1.11%
D.U.I.	62	80	77	80	49	46	27	35	34	18	23	33	43.48%
Accidents	67	85	71	75	53	68	66	74	67	96	76	68	-10.53%
Hit & Run	12	9	16	11	6	6	5	5	9	11	5	6	20.00%
Warrant P/U	33	54	47	45	45	67	47	42	45	61	50	31	-38.00%
Speeding	183	257	247	318	259	125	331	194	126	125	123	189	53.66%
DAR/DAS				101	75	55	44	46	44	49	33	34	3.03%

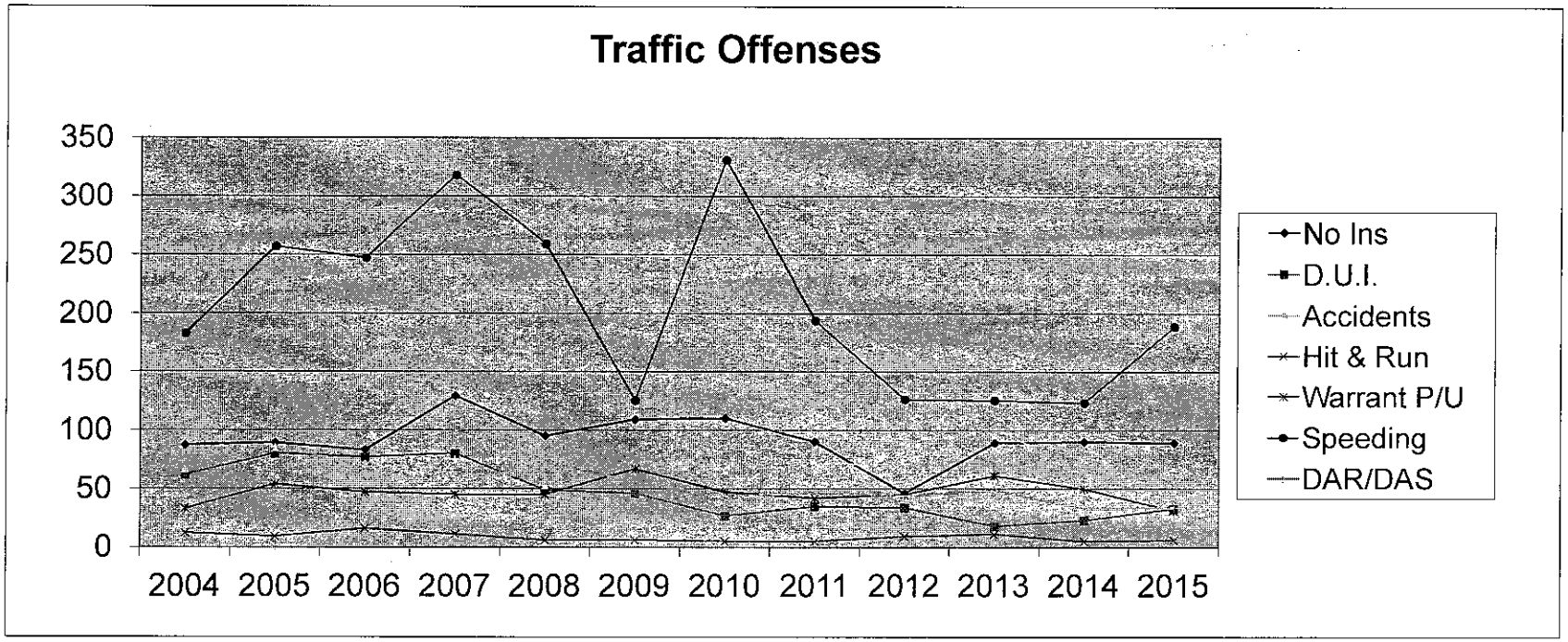
Squad Mileage

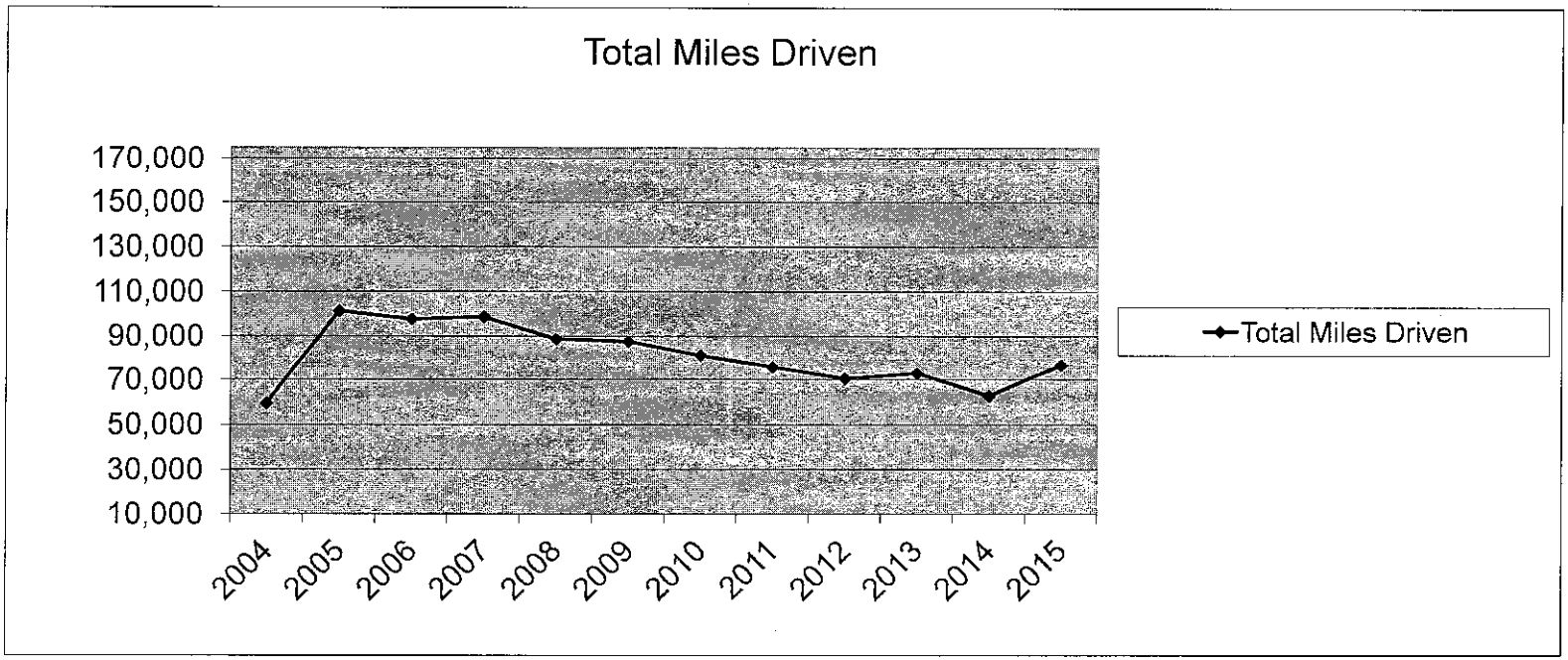
06 Dodge 221			23,744	56,868	84,399	110,354	130,210	140,020					
06 Dodge 222			16,512	54,305	82,891	112,234	124,078						
08 Dodge 223					14,037	38,044	53,346	69,041	83,656	97,615			
2004 Ford	15,923	73,399	105,656	126,189	137,755	103,107							
98 Blazer	71,052	75,977	82,751	90,024	96,953		18,625	48,406	75,221	98,492	120,322	26,353	
10 Dodge 225						70,529	82,736	91,712	97,785	105,488	109,579	2,655	
Chev Silverado 224							71,264	77,971	82,517	88,986	94,445	3,211	
Chev Silverado 220								4,693	27,285	50,053	72,381	22,628	
11 Dodge 222											5,017	16,255	
2014 Ford 221												5,460	
Chev Impala													

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Total Miles Driven	59,529	101,350	97,631	98,723	88,649	87,489	81,146	75,662	70,357	72,834	62,675	76,562

* 2004 Data base lost. Back up stats


Reported Crimes
350
300
250
200
150
100
50
0
2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015
Theft
Assault
Vandalism
Narcotics
Burglary
Domestics
Crim Sex
Robbery
Loud party
Medical


Traffic Offenses
350
300
250
200
150
100
50
0
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
No Ins
D.U.I.
Accidents
Hit & Run
Warrant P/U
Speeding
DAR/DAS


Total Miles Driven
170,000
150,000
130,000
110,000
90,000
70,000
50,000
30,000
10,000
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
Total Miles Driven

CEZT SCORE CARD

DEC 2015

CEZT SCORECARD

CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**415**	***398***	***382***	***349***	***316***	***278***	***240***
TOTAL OPEN CASES	**15**	**3**	**59**	**59**	**62**	**51**	**74**
VIOLATIONS CLOSED THIS PERIOD	**3**	**61**	**48**	**24**	**37**	**43**	**62**
NEW ISSUES THIS PERIOD	**13**	16	38	33	46	45	59
CAN-Proh Animals	0						1
CCV-Comm Vehicle Storage	0						0
CDO--Dogs	0						0
CPA-Park & Store	398	8	28	12	10	2	13
CSN-Snow Removal	3						0
CSP-Solicitors/Peddlers	61						0
CST--Fish Houses, PODS, Rolloffs	16						0
NEX-Exterior Structure, Paint/Repair		1	1	1			0
NGA-Garbage Service & Storage				1		1	0
NGR--Grass Length				15	34	39	43
NJU--Junk/Brush	8	6	6	5	2	6	7
NUV-Unlicensed vehicle or missing plates			2	2			
ZAC-Accessory Building							0
ZFE-Fence			1				0
ZTD--Temporary Dwelling	1			1			2
ACTIONS TAKEN							0
New Resident Letters Mailed							
Compliance Letters Mailed this period	6		0	0	0	0	0
Administrative Citations Issues/period		15	44	44	50	52	65
Criminal Citations Issued/period		5	0	2	3	3	1
Abated Properties/Period			0	0	0	0	0
Admin Hearings Requested			0	0	0	1	0
Admin Hearings Held w positive judgement			0	0	1	1	0
Criminal trials w positive judgement			0	0	1	0	0
			0	0	0	0	0
AVERAGE TIME TO COMPLIANCE	28	28	67	94	83	77	58

M.4.

CITY OF ISANTI MONTHLY REPORT

Dec 2015

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	13	$0.00	$0.00	$0.00	$0.00	$0.00	$1,040.00		
Roofing/Siding	2	58	$0.00	$0.00	$2.00	$12.00	$160.00	$4,760.00		
Decks	0	37	$0.00	$104,394.19	$0.00	$6.50	$0.00	$5,545.13		
Basement Finish	1	24	$2,000.00	$210,467.87	$1.00	$7.00	$80.00	$6,857.30		
Addtns. Remodel	0	2	$0.00	$110,000.00	$0.00	$0.00	$0.00	$998.14		
Garages	0	1	$0.00	$13,145.00	$0.00	$0.00	$0.00	$300.75		
Miscellaneous	5	108	$22,000.00	$35,600.00	$15.00	$53.00	$823.75	$12,754.50		
Single dwellings	2	41	$315,214.22	$6,488,233.22	$157.60	$793.77	$4,635.66	$94,672.75		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	7	50			$7.00	$14.00	$525.00	$3,739.00		
Plumbing	2	81			$2.00	$20.00	$230.00	$8,735.00		
									$15,966.00	
Resid. Totals	**19**	**415**	**$339,214.22**	**$6,961,840.28**	**$184.60**	**$906.27**	**$6,454.41**	**$139,402.57**	**$15,966.00**	
Commercial										
New Buildings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Addtns./Remodel	1	11	$0.00	$844,980.00	$1.00	$1.00	$85.00	$10,400.81		
Plumbing	1	4	$0.00	$24,800.00	$1.00	$1.00	$85.00	$527.50		
Mechanical	0	5	$0.00	$78,650.00	$0.00	$2.75	$0.00	$1,490.84		
Roofing	0	7	$0.00	$758,920.00	$0.00	$11.10	$0.00	$7,730.44		
Tenant Change/Fill	0	21	$0.00	$46,161.00	$0.00	$2.00	$0.00	$2,916.46		
Comm. Totals	**2**	**48**	**$0.00**	**$1,753,511.00**	**$2.00**	**$17.85**	**$170.00**	**$23,066.05**	**$0.00**	**$279,405.00**
Resid. Plus Comm. Totals	**21**	**463**	**$339,214.22**	**$8,715,351.28**	**$186.60**	**$924.12**	**$6,624.41**	**$162,468.62**	**$15,966.00**	**$279,405.00**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD December 2015

Year	# Permits	Single units	Multi units	Commercial	Permit Value	Total Permit Income	Wac & Sac Fees
2011	357	1	0	2	$3,132,685.00	$57,639.94	$96,790.00
2012	300	4	0	0	$2,277,723.10	$51,687.67	$29,224.00
2013	297	14	0	1	$3,527,875.36	$65,267.22	$119,497.00
2014	494	38	0	2	$15,302,469.35	$188,004.63	$303,301.17
2015	463	41	0	0	$8,715,351.28	$162,468.62	$279,405.00

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	18	$283,705.00	$5,209.22
February	12	$628,000.00	$9,359.02
March	25	$766,391.19	$13,936.47
April	59	$525,124.26	$13,695.71
May	59	$1,339,995.61	$19,596.30
June	54	$729,032.00	$15,375.35
July	33	$1,032,349.00	$16,055.56
August	51	$794,837.00	$16,500.79
September	47	$957,961.00	$18,430.21
October	46	$969,142.00	$18,643.91
November	38	$349,600.00	$9,041.67
December	21	$339,214.22	$6,624.41
Totals	463	$8,715,351.28	$162,468.62

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: January 6, 2016

To: Don Lorsung, City Administrator

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Engineering Update for the Week of January 13, 2016
Isanti, Minnesota

The following is a list of anticipated engineering activities scheduled for the coming week.

1) **City Hall Parking Lot Expansion**

The Contractor will move forward on the alley work within the railroad easement next spring.

2) **Community Garden Park Improvements**

We will assist the City as needed.

3) **Railroad Avenue Pond Improvements**

The contractor plans to begin work on this project this week. We will determine how much of the project can be constructed this winter and what items will need to be constructed next spring.

4) **Watermain Loop Improvements**

We are developing the plans and specifications for the construction of a watermain loop to the Middle School.

5) **Wastewater System Improvements**

The wastewater plant process layout is complete. We are currently coordinating with sub-consultants regarding structural and electrical needs.

6) **General Engineering**

General engineering activities are performed on an as-needed, as requested basis.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

AGENDA
CITY OF ISANTI
CITY COUNCIL GOAL SETTING WORK SESSION
MONDAY, JANUARY 25, 2016
8:30 AM
CITY HALL

Facilitator Clark Joslin, City Attorney

8:30 – 9:00 1. Welcome / Overview of 2015 Goals – Clark Joslin

Attachments

a. Council Resolution Approving Goals for Year 2015
b. 2015 City Council Goal Setting Session Minutes
c. 2014 City Council Goal Setting Session Minutes
d. 2013 City Council Goal Setting Session Minutes
e. 2012 City Council Goal Setting Session Minutes
f. 03-01-11 and 03-04-11 Community Meeting Minutes
g. Staff Memo – Regarding Community Meetings

9:00 – 9:30 2. Review of Long Term Financial Plan – Mayor Wimmer

a. Multi-Year General Fund Financial Plan
b. Asset Management Plan
c. Pavement Management Plan

9:30 – 10:15 3. Review of 2016 Projects / Goals / Workload-Capacity – Clark Joslin

a. 2016 Elections – Dual Polling Locations
b. EDA Marketing Plan
c. Hotel Project
d. Hockey Rink Capital Improvements
e. 5th Street NE Road Extension
f. New City Councilmember Orientation
g. City Comprehensive Plan Update
h. 2016 Collective Bargaining
i. Department Head Salary Review
j. City Staffing Plan
k. Purchasing Discretion – Finance Committee
l. Isanti Liquor Tastings Event - ICC

10:00 – 10:15 4. Break

10:15 – 11:15 5. Council Goal Setting – Clark Joslin, Facilitator

a. Other Goals – City Council
b. Establish 2016 Goals

Adjournment

RESOLUTION NO. 2015-020

RESOLUTION APPROVING GOALS FOR YEAR 2015

WHEREAS, annually the City Council sets goals for the current year; and

WHEREAS, City Council met on January 26, 2015 to establish goals for year 2015; and

WHEREAS, goals for year 2015 were established which include the following items:

1. Adopt a Long Range Revenue Plan
2. Adopt Pavement Management and Utility Improvement Plans
3. Complete a Utility Rate Study
4. Create Joint Planning Advisory Board with City of Cambridge and Isanti Township - Comprehensive Planning
5. Work on Sidewalk Infill on CSAH 23 and Heritage Boulevard
6. Continue Marketing Plan and Economic Development Efforts to Diversify and Increase the Tax Base
7. Maintain City and Development Standards

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

1. Approve year 2015 goals and assign the 2015 goals for completion; as per Attachment A.

2. Set Community Meetings for Tuesday, April 7, 2015 at 6:00 p.m. and Friday, April 10, 2015 at 12:00 p.m. to Present Information and gather Public Input on the Pavement And Utility Management Plans.

3. Have a letter sent to the City of Cambridge inviting them to participate with the City of Isanti in a Joint Planning Advisory Board regarding Comprehensive Land Use Planning.

This resolution was duly adopted by the Isanti City Council this 3rd day of February 2015.

Mayor George A. Wimmer

Attest:

Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

ATTACHMENT A

2015 Isanti City Council Goals

1. Adopt a Long Range Revenue Plan

   a. Finance Committee (Finance Director/Assistant City Administrator Sarah Cotton, City Administrator Don Lorsung)

2. Adopt Pavement Management and Utility Improvement Plan

   a. Finance Committee (Finance Director/Assistant City Administrator Sarah Cotton, City Engineer Brad DeWolf, City Don Administrator Lorsung)

3. Complete a Utility Rate Study

   a. Finance Committee (Finance Director/Assistant City Administrator Sarah Cotton, City Administrator Don Lorsung)

4. Create Joint Planning Advisory Board with City of Cambridge and Isanti Township – Comprehensive Planning (Mayor Wimmer, DAC Committee, Community Development Director Achman, City Administrator Lorsung)

5. Work on Sidewalk Infill on CSAH 23 and Heritage Boulevard –

   a. Public Works Committee (PW Director Nick Fleischhacker, City Engineer Brad DeWolf, City Administrator Don Lorsung).

6. Continue Marketing Plan and Economic Development Efforts to Diversify and Increase the Tax Base

   a. City Council and EDA (Economic Development Director Sullivan)

7. Maintain City and Development Standards

   a. DAC Committee (Community Development Director Roxanne Achman)

MINUTES OF THE CITY COUNCIL
GOAL SETTING SESSION
CITY OF ISANTI
January 26, 2015

The meeting was called to order at 8:30 a.m.

Members Present: Mayor George Wimmer, Councilors Dan Collison, Steve Lundeen, Adam Johnson and Paul Bergley.

Members Absent: None.

Staff Present: City Attorney Clark Joslin as Facilitator, City Administrator/City Clerk Don Lorsung, Human Resources/Deputy City Clerk Karissa Henning, Finance Director Sarah Cotton, Liquor Store Manager John Jacobi, Economic Development Director Sean Sullivan, Community Development Director Roxanne Achman, Community Events Manager/ Parks Coordinator Josi Wood, Police Chief Gene Hill, City Engineer Brad DeWolf, and Public Works Director Nick Fleischhacker.

City Attorney Joslin welcomed the City Council and staff to the Goal Setting meeting.

City Attorney Joslin gave a brief introduction regarding the Goal Setting Session Agenda.

Overview of 2011 - 2013 Top Goals
Joslin reviewed the top goals from previous years and they were as follows:

2011
- Restructure City Government – Joslin discussed Community Meetings/Outcome

2012
- Community Center Review – Citizen Task Force
- Capital Replacement Fund – Review Reserves
- Utility Billing Review and Recommendation
- CSAH 5 – Traffic and Congestion Issues
- Main Street Traffic Issues
- Continue Economic Development – Diversify and Increase Tax Base

2013
- Community Center - Finalize Process/ Make it Financially Viable
- HRA Option - Evaluate
- CSAH 5 Aesthetic Standards / Traffic Flow Evaluation
- City Website Update
- Maintain City Standards
- Utility Billing - Pursue In House Billing
- Continue Economic Development Efforts to Diversify and Increase the Tax Base

2014

- Police Chief Search - Internal Posting Process
- Change Sidewalk Snow Removal Policy
    - Formal Policy Change for Council Consideration
    - Purchase of new equipment
    - Hiring of one new full-time maintenance technician
    - Discontinue charging citizens for un-cleared sidewalks
- Create Joint Planning Meetings with Cambridge and Isanti Township - Compatible Land Usage/ Common Control Boundaries
- County Road 5 (Heritage Blvd) Traffic Study - Traffic Control/ Improvement
- Street Light Infill - Phased Plan for Budget Consideration
- Community Center Improvements / Parking Lot Improvements
    - Tie in Downtown Accessibly to City Hall/ Community Center through Downtown Parking Improvements, Access East of City Hall
    - Community Center Improvements
- Complete Implementation of City Website Improvements
- Continue Economic Development Efforts to Diversify and Increase the Tax Base
- Maintain City Standards

Mayor Wimmer explained that he would like to hold community meetings again like the City did in 2011 for input on the pavement and asset management plans, the assessment policy and funding strategy. Mayor Wimmer indicated he would like to hold one daytime session and one evening session so all member of the community have a chance to provide input.

City staff gave reports on their departments, work plans, projects, and work load.

Chief Hill gave a report on the Police Department a few key topics Hill addressed were:

- Strengths/weaknesses of the Police Department
- Opportunities/Threats
- Need to continue training/mentoring for employees to move up within the Department
- Community Policing - Key Foundation to the Police Department
- Looking into grant funding for automated external defibrillators (A.E.D's) for all City Buildings
- Looking into grant funding for thermal imaging cameras
- Need for new technology/equipment in the investigation room such as cameras
- Gas prices are currently down, but ammunition prices have gone up

Public Works Director Nick Fleischhacker reported on the following:

- Water and long term planning
- Water process testing is done 1,300 times per year
- Sewer and long term maintenance needs
- Sewer process testing done 1,000 times per year
- Reporting for water/sewer and new legislation
- Streets - straight salt versus dirt makes an ease for clean-up in spring for streets
- Looking into paint that lasts for a longer term - currently re-paint yearly

- Streets are in pretty good shape if start to repair and maintain now - this will lead to a decrease in costs for road maintenance/reconstruction long term
- Parks and summer maintenance

Liquor Store Manager John Jacobi reported on the Liquor Store:

- 4.4% increase in sales over year prior
- Development in wines
- Great employees and ideas
- Backroom always over stacked/ over crowded
- EMV pay chip and pin credit cards
- Parking lot deterioration
- Plans for the future
- Hope for a new Liquor Store in future plans

Mayor Wimmer and the Council discussed that they do not foresee planning for a new Liquor Store for at least five more years.

Community Development Director Roxanne Achman reported on the following:

- Several potential commercial projects
- Code Updates
- Numerous calls on platting and adding on to homes/ businesses
- 2016 Comprehensive Plan
- Creation of a Joint Planning Board for the Comprehensive Plan with the City of Cambridge and Isanti Township
- Potential change to the make-up of the Planning Commission
- Need for GIS and Mapping software
- Succession Planning - Building Official position
- Code Enforcement/ Zoning Technician obtaining permit technician certification

Economic Development Director Sean Sullivan reported on the following:

- The Economy is improving from where is has been from the last 5 years. Isanti has an opportunity to grow again - we need to stick to our message
- Currently over 150 businesses in Isanti that employ over 1500 workers
- 38 permits for single family residential homes were pulled in 2014
- East Central MN Housing Study and Tourism Impact Hotel Feasibility Study were completed in 2014 and will be used to market to specific end users
- Demand for senior and residential housing for Isanti identified in East Central MN Housing Study
- Future Development Needed: Working on Hotel and Clinic and other CEDS Priorities
- Upgraded City Website 2014
- Need to consider potentially to recruiting businesses from the North
- Continued development of City owned lots in Industrial Park
- Need for quality development along highway 65, beginning to see some push for development that doesn't maximize land on 65 and could be detrimental for future of Isanti (Do we want used car lots?)

- Monument Sign or Billboard on Hwy 65 for Isanti would be a great way to market community

Lundeen stated that a monument sign with an electronic billboard would be a great attraction.

Community Events Manager/ Parks Coordinator Josi Wood reporting on the following:

- Community Center - increase in rentals since 2014 improvements
- Numerous Community Center showings and renting
- Creation of new parks brochure
- Summer planning - farmers market and street dances
- Custodian position filled for cleaning the Community Center and Indoor Arena (home of Isanti BMX)
- Need for Community Center capital improvement replacement plan
- Family programming
- Playground audit
- Looking for grant opportunities
- Some DNR land issues with newly acquired park land - will need to clean-up/ work on

Mayor Wimmer talked about holding off on some of the improvements on the City Hall and Community Center parking lot project for the upcoming year.

Human Resources/ Deputy Clerk Karissa Henning reported on the following:

- Need to look into electronic records management system and future planning for such a system
- Creation of formal data practices policy
- Administrative Intern - tasks/ projects assigned
- Investigator and Building Inspector Search/ Building Official succession planning
- Personnel Policy updates (2014 law changes)
- Job Audit on office positions - 1st quarter of 2015
- Phone system research and replacement for 2015
- Licensing/ Pawn renewals and potential of the new strong beer and wine license for City Center Market's 'The Green Table'
- Safety Consultant Contract expires November 2015 - potential RFP for services
- OSHA Simulated inspections and OSHA Reporting
- Pay Equity Reporting
- Benefits Consultants contract up December 2015 - potential RFP for services
- Compliance with ACA requirements
- Monitor aggregate plan value in anticipation of Cadillac Tax (2018)
- Establish Look Back Policy - determine benefit eligibility and avoid future penalties
- Benefit renewals and commercial insurance renewals - Fall 2015
- Monitor claims and look for ways to decrease claim rating

City Engineer Brad DeWolf reported on the following:

- 2014 was a planning year in terms of improvements

- Asset Management Plan - invest for the future
- The City is ahead of many other cities in terms of planning and capital improvement replacement schedules
- Reviewed requirements for public works departments
- Wastewater requirements will continue to become more stringent
- The main lift station has exceeded it's useful life and the City needs to look at the replacement of this
- 2014 good work on traffic sign policies and sign retro-reflectivity
- Storm water pond maintenance
- Annual pavement maintenance and storm sewer and well head maintenance
- Re-alignment of credit union drive

Mayor Wimmer, the City Council, and Lorsung hosted a discussion on the difficulties that may be faced with the re-alignment of credit union drive and Lorsung noted that with the building of Family Dollar, this will alter how things will be re-aligned.

Finance Director Sarah Cotton reported on the following:

- Movement of Utility Billing in-house dramatically increased foot traffic at City Hall
- Importance of Payroll Clerk, Utility Billing Clerk, and Receptionist - front line staff; great customer service provided to citizens
- Review of what the Finance Department does
- 2015 utility rate study
- Funding for capital improvement projects
- Goal - credit card payments online for all permits

Mayor Wimmer reviewed the five year plan fund balance and discussed the City's long term plan. Mayor Wimmer touched base on planning for increases in payments to the Fire District and how the City may need to start levying for fire services due to the yearly increases. Mayor Wimmer noted fire services have increased around 10 % each year. Mayor Wimmer stated that fire service is the one thing within the City budget that the City cannot control.

Mayor Wimmer noted local government aid (LGA) will change and fluctuate. Mayor Wimmer touched base on a revenue shortfall and attributes some of the shortfall to undeveloped lots.

Mayor Wimmer touched base on the pavement management plan and noted the more the City can take care of on the front end, the less costly repairs will be later; this will save the City some money in reconstruction fees for streets. Mayor Wimmer stated there is a need to get caught up on street repairs now while the City is able to make minor repairs so larger repairs do not need to be made later. Mayor Wimmer noted the city will need to take a look at debt payments for the pavement plan. Mayor Wimmer emphasized the importance of a good road and utility system.

Mayor Wimmer touched base on potential franchise fees for utilities in public right-of-ways.

Mayor Wimmer talked about the downtown parking project and also again on how he does not recommend doing City Hall parking lot improvements in 2015.

Mayor Wimmer talked about a new liquor store and how he does not anticipate implementing a new liquor store in the next five years. Mayor Wimmer explained this is because if the City were to have a new liquor store, this would mean revenues would then not be able to go back to the City as it would be going to debt service payments.

Jacobi did note that the liquor store will plateau in terms of revenue generated for the City due to lack of space. Jacobi mentioned the store may have already hit its plateau and that in talking with the auditors and other cities it is surprising how much money comes out of sales for the store due to its size. Mayor Wimmer noted the City's budget does need the money generated from the liquor store for the next three to five years.

After a short break Mayor Wimmer touched base on/ followed up on a few remaining goals:

Mayor Wimmer noted again that he would like to hold community meetings one in the morning and one in the evening for the pavement utility and asset management plans.

Mayor Wimmer touched base on the assessment policy and asked the Council whether or not they wanted to review it and make changes. Cotton noted that if the Council keeps the current policy, this would not be a significant impact to the citizens in terms of cost. The Council was in favor of keeping the same assessment policy.

Mayor Wimmer touched base on having a rate study done for City utilities. Mayor Wimmer touched base on doing the housing study and marketing plan. Mayor Wimmer touched base on the desire to create a joint planning board for the comprehensive plan.

Mayor Wimmer noted that Henning will do a job audit of office positions in 2015.

Joslin asked for goals from the other Council members for the year 2015.

Collision

- Address storage room concerns for Liquor Store
- Police Department Interview Room technology
- Policy for Police Officers body cameras
- Entry sign into Isanti
- Concentrate on maintaining current parks and weed control
    - There was discussion on irrigated versus non-irrigated sections of parks and how nothing can be done about this due to the sand in some areas

Lundeen

- Fire District - do what the City can to make changes
- Finishing sidewalk on Whiskey road on east side
- Establish long range financial plan
- Continue economic development
- Streetlight infill
- Maintaining city standards

- Monument/ sign on north and south sides of City
    - Electronic billboard if can afford

Johnson

- Clean up the compost site

Bergley

- Work with Fire District on changes

Through the above discussions at City Council Goal Setting Session, the following was compiled for the 2015 City Council Goals:

1. Adopt a Long Range Revenue Plan
2. Adopt Pavement Management and Utility Improvement Plans
3. Complete a Utility Rate Study
4. Create Joint Planning Advisory Board with City of Cambridge and Isanti Township - Comprehensive Planning
5. Work on Sidewalk Infill on CSAH 23 and Heritage Boulevard
6. Continue Marketing Plan and Economic Development Efforts to Diversify and Increase the Tax Base
7. Maintain City and Development Standards

With the City Council's guidance, staff will direct all goals and action items discussed to the appropriate Committees for consideration

Adjournment

Meeting adjourned at 11:45 a.m.

Respectfully submitted,

Clark A. Joslin, Facilitator
Isanti City Attorney

1.c.

MINUTES OF THE CITY COUNCIL
GOAL SETTING SESSION
CITY OF ISANTI
January 27, 2014

The meeting was called to order at 8:30 a.m.

Members Present: Mayor George Wimmer, Councilors Dan Collison, Steve Lundeen, Adam Johnson and Sue Larson.

Members Absent: None.

Staff Present: City Attorney Clark Joslin as Facilitator, City Administrator/City Clerk Don Lorsung, Human Resources/Deputy City Clerk Karissa Henning, Finance Director Sarah Cotton, Liquor Store Manager John Jacobi, Economic Development Director Sean Sullivan, Community Development Director Roxanne Achman, Community Events and Parks Coordinator Josi Wood, Police Chief Ron Sager, Police Lieutenant Gene Hill, and Public Works Director Nick Fleischhacker.

City Attorney Joslin gave a brief introduction regarding the Goal Setting Session Agenda.

Overview of 2010 - 2013 Top Goals
Joslin reviewed the top goals from previous years and they were as follows:

2010
- Economic Development Comprehensive Plan
- Downtown Plan
- Consideration of EDA to an HRA
- Continue work on Rail Industrial Park
- Budgeting without LGA
- Establishing a list of cuts and prioritize budget items
- Determine the percentage of general funds to reserve
- Restructuring bonded debt

2011
- Restructure City Government – Joslin discussed Community Meetings/Outcome

2012
- Community Center Review – Citizen Task Force
- Capital Replacement Fund – Review Reserves
- Utility Billing Review and Recommendation
- CSAH 5 – Traffic and Congestion Issues
- Main Street Traffic Issues
- Continue Economic Development – Diversify and Increase Tax Base

2013
- Community Center - Finalize Process/ Make it Financially Viable

- HRA Option - Evaluate
- CSAH 5 Aesthetic Standards / Traffic Flow Evaluation
- City Website Update
- Maintain City Standards
- Utility Billing - Pursue In House Billing
- Continue Economic Development Efforts to Diversify and Increase the Tax Base

It was indicated that utility billing is now in house and that a majority of the 2013 goals are completed and other goals are still moving forward as directed. It was also noted that the donation by the Ruby Johnson Trust Dated February 17, 2010 for Capital Improvements to the Isanti Community Center, accepted by the City Council on November 6, 2013, will greatly assist in the capital improvements needed.

Long Term Plan
Mayor Wimmer reviewed the five year plan fund balance, talked about the City's long term plan, how the City should stay strong with rental and nuisance ordinances to protect property values, and a desire to increase the commercial industrial tax base.

Mayor Wimmer touched on the City being in good financial shape and having a higher percentage of its operating expenses in its fund balance than other cities. The State recommends having around 35% - 50% of operating expenses within the fund balance. It is projected that the City will be able to be around 60% through 2018. Mayor Wimmer also noted the City has been subsidizing the fund balance around $200,000 - $300,000 dollars a year in order to maintain its service level to citizens without raising taxes.

Mayor Wimmer noted the Chief of Police submitted his retirement letter on January 21, 2014 and discussed with the Council moving forward with an internal posting for the position. There was consensus among the Council to do an internal posting and to first try to promote from within the Police Department.

There was discussion amongst the Council regarding all City sidewalks being cleared by Public Works staff, and what it would take to make that possible. Currently only 40% of City sidewalks are cleared. There was direction from Council for staff to take the necessary steps to proceed forward with investing in new equipment, hiring another employee, discontinue fining citizens who have not cleared sidewalks, and to change the sidewalk snow removal policy so that the City is to clear all City sidewalks (besides those exempt within the plowing policy and private sidewalks). The direction is effective from this date (01-27-2014) forward.

Collison discussed the need for a new Liquor Store and recommended that the store be relocated off of highway 65. Mayor Wimmer noted the Liquor Store is an economic development tool that can help support other local businesses in town on County Road 5 (Heritage Blvd) and Main Street. There was discussion regarding business being taken away from other businesses off of County Road 5 (Heritage Blvd) and Main Street if the Liquor Store were to move. Mayor Wimmer expressed that he felt that Liquor Store was still about three to five years away from expanding/being built. Mayor Wimmer indicated in order for it to be financially feasible, the Liquor Store would need to increase sales by around 1.5 million dollars. Jacobi noted that a cost study should be done to see whether

or not it would be feasible, at this point in time, to build a new store. Jacobi shared his concern that there is not enough space to house everything that the customers would like and that he does lose business because of this. There was consensus that the Liquor Store has most likely neared its potential for sales and that more space is needed in order for the store to grow and generate more money in sales. There was discussion for Sullivan and Jacobi to continue working together towards promoting economic development and the Liquor Store through joint signage. Mayor Wimmer directed the Liquor Store market study be placed back on the 2015 Goal Setting session for discussion.

City Finances Report
Cotton reviewed the updated capital improvement plan, capital replacement reserves and debt schedule. The City has a little over four million dollars in outstanding debt.

Mayor Wimmer stated LGA funds can be used to help with purchasing capital replacements.

Cotton recommended a rate study be done in 2015 for water and sewer.

City Council Discussion
Mayor Wimmer noted that in 2015-2016 the City should be taking a look at redoing the comprehensive plan, and that he would like to have joint planning meetings with Cambridge and the Townships regarding compatible land usage/ common control boundaries.

There was discussion amongst the Council that there is still a desire to have smooth traffic flow and for it to be aesthetically pleasing along County Road 5 (Heritage Blvd). Staff is to work with the City Engineer on possible traffic controls along County Road 5 (Heritage Blvd).

After a short break, there was discussion on replacing street lights, and for the Public Works Committee to review this matter and put together a phased plan for replacing the lights. Mayor Wimmer asked that the costs be reviewed and a plan to be in place by May 2014 for budgeting purposes.

Larson brought up the issue of frozen water pipes downtown. There was discussion that moving forward insulation should be put underneath the sidewalks or roadways without sufficient cover.

There was discussion on having Sullivan continue moving forward with updating the City website.

There was discussion on Community Center improvements, having the Community Center parking lot conjoin with an expanded City Hall parking lot, and for drainage issues to be looked at. Mayor Wimmer clarified that the donation of money received for the Community Center can only be used for the Community Center; any additional work done in conjunction with the Community Center improvements would be taken from other City funds.

Lundeen and Larson stated they would like to see continued support for economic development and the maintaining of City standards be placed back on as City goals for 2014.

Through the above discussions at City Council Goal Setting Session, the following was compiled for the 2014 City Council Goals:

1. Police Chief Search - Internal Posting Process
2. Change Sidewalk Snow Removal Policy
    a. Formal Policy Change for Council Consideration
    b. Purchase of new equipment
    c. Hiring of one new full-time maintenance technician
    d. Discontinue charging citizens for un-cleared sidewalks
3. Create Joint Planning Meetings with Cambridge and Isanti Township - Compatible Land Usage/ Common Control Boundaries
4. County Road 5 (Heritage Blvd) Traffic Study - Traffic Control/ Improvement
5. Street Light Infill - Phased Plan for Budget Consideration
6. Community Center Improvements / Parking Lot Improvements
    a. Tie in Downtown Accessibly to City Hall/ Community Center through Downtown Parking Improvements, Access East of City Hall
    b. Community Center Improvements
7. Complete Implementation of City Website Improvements
8. Continue Economic Development Efforts to Diversify and Increase the Tax Base
9. Maintain City Standards

Items to be reviewed at the 2015 Goal Setting Session:

1. Liquor Store Market Study
2. Water and Sewer Rate Study
3. Comprehensive Plan Update

With the City Council's guidance, staff will direct all goals and action items discussed to the appropriate Committees for consideration

Adjournment

Meeting adjourned at 10:14 a.m.

Respectfully submitted,

Clark A. Joslin, Facilitator
Isanti City Attorney

1.d.

MINUTES OF THE CITY COUNCIL
GOAL SETTING SESSION
CITY OF ISANTI
January 28, 2013

The meeting was called to order at 8:30 a.m.

Members Present: Mayor George Wimmer, Councilors Dan Collison, Steve Lundeen, Adam Johnson and Sue Larson.

Members Absent: None.

Staff Present: City Attorney Clark Joslin as Facilitator, City Administrator/City Clerk Don Lorsung, Human Resources/Deputy City Clerk Karissa Henning, Finance Director Sarah Cotton, Liquor Store Manager John Jacobi, Economic Development Director Sean Sullivan, Planning and Parks Director Lisa Wilson, City Engineer Brad DeWolf, Police Chief Ron Sager and Public Works Director Pat Meyer.

City Attorney Joslin gave a brief introduction regarding the Goal Setting Session Agenda.

Overview of 2009 - 2012 Top Goals
Joslin reviewed the top goals from previous years and they were as follows:

2009
- Long Term Financial Plan
- Commercial Tax Base
- Disaster Plan
- New Personnel Policy
- City Multi Modal Transportation Plan

2010
- Economic Development Comprehensive Plan
- Downtown Plan
- Consideration of EDA to an HRA
- Continue work on Rail Industrial Park
- Budgeting without LGA
- Establishing a list of cuts and prioritize budget items
- Determine the percentage of general funds to reserve
- Restructuring bonded debt

2011
- Restructure City Government – Joslin discussed Community Meetings/Outcome

2012
- Community Center Review – Citizen Task Force
- Capital Replacement Fund – Review Reserves
- Utility Billing Review and Recommendation

- CSAH 5 – Traffic and Congestion Issues
- Main Street Traffic Issues
- Continue Economic Development – Diversify and Increase Tax Base

It was indicated that majority of the goals were completed. Councilor questions and project history were discussed that included the Pedestrian Bridge Project, Rail Industrial Park, Economic Development efforts and organizations, EDA and HRA concepts, the Isanti Community Center Task Force efforts to date/next steps and physical condition of the building/equipment/parking lot and recent fundraising efforts.

Joslin then asked each City Councilmember to comment on what they were pleased about with the 2009-2012 Goals.

- Councilor Larson – Economic Development Efforts
- Councilor Johnson – Financial Planning and Marketing of Isanti
- Mayor Wimmer – Long Term Financial Planning
- Councilor Lundeen – Economic Development – Past efforts/Upcoming Opportunities
- Councilor Collison – Financial Planning – Budgeting w/o LGA, Commercial and Residential Marketing Efforts

Joslin then asked each City Councilmember to comment on areas in the 2009-2012 Goals that needed more review and work.

- Councilor Larson – Historic Downtown Area – More planning and economic development effort needed for vibrant Downtown
- Councilor Johnson – Downtown Development – Need Businesses to attract traffic. Make it a destination
- Mayor Wimmer – Downtown – Discussed past Efforts, rail/bus planning to connect to Metro and amenities that would draw residents downtown and First Avenue Loop
- Councilor Lundeen – Downtown – Businesses moved to CSAH 5, agreed First Avenue Loop need. Community Center – largest major goal left
- Councilor Collison – Downtown – Businesses not open on Sundays and times that are convenient to residents

More discussion was had concerning past Downtown activities and that the City has been facilitating recent projects, such as the Historic Downtown Sign. Sullivan noted that the Chamber's Downtown Committee had been disbanded.

Mayor Wimmer gave a presentation on the Long Term Financial Plans. The purpose of the plan is to look long range at revenue, fund balances and expenses, as the City moves through a time period with a lower tax base. The presentation included information on the long term financial plan, comparison of taxes received based upon residential housing size, change in percentages of owner occupied and rental housing, the Hwy 65 corridor, Isanti's niche commercial and smaller retail draw, strengths include the industrial park and successes with industrial firms, and city tax base shift from 2009 to 2012, city general fund balances, savings in City operations in that time period, use of grants for equipment, local government aid use, and future capital replacement funds needs.

After a short break, a report on City Finances was given by Cotton that covered the following items: General Financial Conditions, Capital Improvement Plan projects and equipment, City debt/bonds, Union Contracts/terms, Health Insurance and Cotton's planning for an upcoming personal leave.

Sullivan gave a report on the 2013 EDA Marketing/Work Plan and current projects. Sullivan discussed that there are several projects in various stages, local job creation and Isanti strengths with recruitment, and neighboring community draws that may affect Isanti. Sullivan discussed the need for additional marketing funding. The EDA has reviewed the 2013 Work Plan, and has recommended its approval to the City Council. Staff will put the plan on the February 5, 2013 City Council meeting for consideration.

Joslin stated that this was the point in goal setting where the City Council had the opportunity to ask City staff any questions they had on projects and operations. Discussion was had concerning Liquor Store operations/future of the store /site, and store size needs/events and signage costs. Community signage on Hwy 65 was also discussed.

Joslin then began the City Council Goal Setting with a Visioning Session and asked the City Councilmembers to state what their vision was for Isanti.

- Councilor Larson – Make the Isanti Community Center viable with Marketing. Economic Development – Marketing for the City of Isanti, fill the Industrial Park and East 65 Commercial Area. Look at CSAH 5 Corridor (it's a baby Hwy 95) and address issues.
- Councilor Johnson – Prepare a Larger Over-arching Plan and Vision for Isanti, promote its own unique attributes, close to metro for commuting, small town amenities, have more downtown draws. Cambridge is close enough for some amenities but more restaurant options are needed.
- Mayor Wimmer – Define and work towards Isanti's Niche. Be able to afford and fund operations and needs independently, 10 year plan for that, Develop assets and tax base. Heavy lifting for downtown, commercial, etc. needs to come from City to make plans happen. Systematic plan to make city self-supporting.
- Councilor Lundeen – Grow the downtown and restaurant base, Isanti is in a great position to make things happen, Isanti will grow and standards do not have to be given up, Main Street has shifted to include CSAH 5, Continue to grow Isanti, have the City Council agree on standards, retain the small town feeling.
- Councilor Collison – Concentrate on being Isanti, don't compete with neighboring cities, keep hometown/small town feeling, have efficient services, have wider spread commercial, beyond downtown, concentrating on smaller industrial/retail businesses.

Joslin reviewed a composite of ideas discussed that included themes of: Growth Continues, "Hometown Feel", Niche (Identity), Self Sufficiency, Maintain Efficiencies, and Best Practices. It was commented that over the next 5 years current services should be maintained.

A lunch break was taken in the session at 11:50 a.m.

The goal setting session was reconvened at 12:20 p.m. Joslin then asked City Councilmembers to list their top goals for 2013.

- Councilor Collison –
  a. Promote and retain existing businesses
  b. Look at a City owned sign on Highway 65
  c. Community Center – Work on self sustaining through marketing and providing amenities (horseshoe pits, ping pong tables, etc.)
  d. Rum River Meadows Park – Look at basketball court and sand volleyball court
  e. Martin's Landing – Work with DNR to Improve
  f. Public Works Department – Look at Efficiencies, PW Building Space Issues, Parking Area Surfacing, Use of Salt for Winter Plowing
  g. Development – Residential and Industrial – Heading in right direction, keep working on this
- Councilor Lundeen
  a. Community Center – How to fund and maintain – top priority
  b. Continue growth of Industrial, Commercial and Retail businesses in town
  c. Street Lighting and Sidewalks – general public safety – look into
  d. Park System – Continue to develop amenities in the parks we have (ex. another pavilion in Bluebird Park
  e. Building Permit Costs – Regarding sac/wac fees – why higher than adjacent communities – need to be competitive
- Mayor Wimmer
  a. In-house Utility Billing – review, prepare proposal, look at contract with current vendor
  b. City Website – Needs to be cleaned up and updated with more economic development focus
  c. Capital Improvements – Need to define funding for priority projects, (ex. CSAH 5 Sidewalks, street lights)
  d. Employee Groups – include non bargaining group in benefits discussion
  e. Maintain City Standards – Consistent standards at all levels for nuisances and regulations.
  f. HRA Option – Review it as option to purchase/manage properties for downtown loop and development
- Councilor Johnson
  a. City Website – needs update – include new pictures of industrial park and parks
  b. Hwy 65 & CSAH 5 – What are we looking for in development out there (needs planning)
  c. CSAH 5 – Downtown includes CSAH 5. Needs to be cleaned up with consistent planned development (markets city)
  d. Downtown Plan – review and complete a new plan
  e. HRA Option – Would assist with Isanti on path to being an independent city with unique identity, consider this option

- Councilor Larson
  a. Community Center – look at options – figure out how to make it sustainable
  b. Downtown – make it successful
  c. HRA Option – may be a good decision – help market the City and increase tax base
  d. CSAH 5 – There are multiple issues (look and appeal), need sidewalks in place and look further at Credit Union Drive Option for traffic flow.
  e. Utility Billing – this is a sore spot with residents, will need part-time staff to assist.

Mayor Wimmer summarized the 2013 goals

1. Community Center
  a. Finalize process
  b. Need to make it financially viable
2. HRA Option - Work on Business Loop
3. CSAH 5 Aesthetic (appearance) Standards and Traffic Flow Evaluation
4. City Website Update
5. Maintain City Standards – Consistency on City Standards at all levels
6. Utility Billing – Pursue In House Option
7. Continue Economic Development Efforts to Diversify and Increase the Tax Base.

Mayor Wimmer acknowledged that there were other items discussed and that staff will direct those to the appropriate Committees for consideration

Adjournment

Meeting adjourned at 1:35 p.m.

Respectfully submitted,

Clark A. Joslin, Facilitator
Isanti City Attorney

MINUTES OF THE CITY COUNCIL
GOAL SETTING SESSION
CITY OF ISANTI
January 13, 2012

The meeting was called to order at 8:30 a.m.

Members Present: Mayor George Wimmer, Councilors Steve Lundeen, Jim Kennedy, Ross Lorinser and Sue Larson.

Members Absent: None.

Staff Present: City Attorney Clark Joslin as Facilitator, City Administrator/City Clerk Don Lorsung, Human Resources/Deputy City Clerk Karissa Henning, Finance Director Kristi Smith, Economic Development Director Sean Sullivan, Planning and Parks Director Lisa Wilson, Police Chief Ron Sager and Public Works Director Pat Meyer.

Overview of 2010 Top Goals
Joslin reviewed the top 2010 goals and they were as follows:

- Economic Development Comprehensive Plan
- Downtown Plan
- Consideration of EDA to an HRA
- Continue work on Rail Industrial Park
- Budgeting without LGA
- Establishing a list of cuts and prioritize budget items
- Determine the percentage of general funds to reserve
- Restructuring bonded debt

Overview of 2011 Goal
Joslin reviewed the goal set for 2011:

- Restructure City Government
    - Provide a three year Budget framework

Joslin also noted that there was direction by the Council to establish two citizen input meetings, which were held in March 2011. The outcomes of the meetings were fairly positive and that the citizens were happy with the services provided by the City.

Economic Development Director Sean Sullivan reviewed with Council a draft EDA Marketing / Work Plan for 2012. The Plan included goals and objectives that included the following:

- Update Brochures for real estate to include "Shovel Ready" certification and updated aerials
- Attendance at conferences and networking events for marketing

- Continued website enhancements and updates specific to promoting economic development
- Continue to support large events held in Isanti that bring commerce or help local businesses
- Development of current maps to market Isanti
- Calls to targeted industries
- Continued business retention and expansion visits
- Analysis comparing development costs from Isanti and its regional competitors
- Consider addition of a Business Spotlight section in the Isantian
- Use various forms of media to highlight Isanti successes
- Market Isanti's Shovel Ready Certification

Larson made comment she finds it very important for Sullivan and Lorsung to have presence at legislative forums to help Isanti marketing. Lorsung stated Sullivan and himself can attend legislative forums but will need direction from Council to do so. Mayor Wimmer agreed with Larson and requested of staff to make Council aware of the events and from there it will be decided.

There was discussion on the need for review and recommendation of Utility Billing; this will be brought to Finance Committee.

Finance Director Kristi Smith provided an update of the 2011 Goal as previously stated above in regards to:

- General Fund Financial Condition– changes in the market value credit, by 2015 the City will have a lack of revenue sources and will need to find balances to cover expenditures
- Capital Replacement Fund – Smith stressed concern for the lack of funding for the Capital Replacement Fund

There was discussion on the Municipal Building Reserve in regards to if the reserve is only for the City Hall and Public Works buildings. Smith will look into this for verification.

Lundeen questioned when the Police Department building was built and if anything needs to be replaced. Police Chief Ron Sager stated the building was built in 1984 and the last time the building was renovated most everything was replaced from the furnace to roofing. However, Sager noted that the windows within the building could be replaced; a lot of heat is lost through the windows and window replacements would cut down on heating costs for the building.

Larson questioned what is the yearly average that is being placed into the municipal fund per year and if the City could continue to place money into this account for unexpected building maintenance needs. Smith will look into on average how much was being placed in the municipal fund.

Lorinser made comment that it would be hard for the City to keep placing money into the Municipal Building Reserve Fund at this point due to low City funds.

Mayor Wimmer directed the Finance Committee to look into the Municipal Building Reserve fund in regards to allowed expenditures and to have a policy set in place to clarify this matter, along with a resolution, which will be brought back to City Council at a later date.

Smith presented the Isanti Community Center losses from 2007 through 2012 with budgeted data provided for 2011 and 2012.

Mayor Wimmer discussed some possible options he has and will be looking into regarding the Isanti Community Center. Mayor Wimmer made comment that the Isanti Lions Club does not have an interest to take over the Community Center. Mayor Wimmer noted that he had meet with Pastors within the area to discuss options of moving the programs currently held at the Isanti Community Center to the churches within the area if need be. The Mayor received a positive message from the churches within the Community if the programs were to need a new site. Mayor Wimmer also will be looking into asking the townships if they would help financially sustain the Isanti Community Center and its programs, as a large number of those using the Isanti Community Center's programs are from within the townships.

Both Mayor Wimmer and Larson made comment on the importance of the Community Center and their hopes to find a way to keep the Community Center up and running.

Mayor Wimmer and Lorsung agreed that a plan needs to be made as far as what will happen to the Community Center within the next year.

Mayor Wimmer decided that a task force will be made up for the Community Center. This task force will research and review all of the options for the future of the Community Center. Mayor Wimmer set a time frame of 6 to 12 months from now for the task force to complete researching all the available options for the Community Center; whereas at that time they will present to City Council their recommendations.

There was discussion on County Road 5 regarding traffic and congestion issues as well as a concern for pedestrians. Mall owners will be met with regarding the right of way for pedestrian access.

There was discussion about a growing concern of cars speeding on Main Street. Chief Sager will set up traffic reading systems to see the average speed of cars traveling on Main Street and report back to the City Council.

Mayor Wimmer summarized the 2012 goals:

1. Community Center Review
    a. Contact Townships regarding Assistance with Facility costs.
    b. Citizen Task Force – To be formed to review the Community Center and all options and within 6-12 months present to the City Council their recommendations.
2. Capital Replacement Fund – Municipal Building Fund Reserve

Finance Committee to review and bring back a recommendation on the following:

a. Municipal Building Replacement Policy
b. On-going Balance in Account
c. Use of Existing Funds
d. Review of General Maintenance Building Reserve Funds and consider if fund needs to be adjusted.

3. Review and Recommendation regarding Utility Billing – Finance Committee
4. Review CSAH 5 Traffic and Congestion Issues
    a. Meet with Mall owners regarding the right of way for pedestrian access. Report back as to potential solutions.
5. Main Street Traffic Issues
    a. Police Chief Sager to conduct vehicle speed study and report back on findings and potential recommendations.
6. Continue Economic Development Efforts to Diversify and Increase the Tax Base.

Adjournment

Meeting adjourned at 9:50 a.m.

Respectfully submitted,

Clark A. Joslin, Facilitator
Isanti City Attorney

1.f.

MINUTES
CITY OF ISANTI
CITY COUNCIL COMMUNITY MEETINGS
MARCH 1 & 4, 2011
CITY HALL

March 1, 2011 Community Meeting

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

Members Present: Mayor Wimmer, Councilors Louise Duff, Jim Kennedy, Sue Larson, and Ross Lorinser

Members Absent: None.

Staff Present: City Administrator Don Lorsung, Assistant City Administrator/City Clerk Irene Bauer, Finance Director Kristi Smith, Economic Development Director Sean Sullivan, Police Chief Ron Sager, Public Works Director Pat Meyer, and City Engineer Brad DeWolf.

1. Opening Remarks

Mayor Wimmer gave an introduction to the Community Meeting stating that revenues are down, property values have declined; and the City has not increased property taxes to make up for the lost revenue. Mayor Wimmer stated that there will be increases to water and sewer utilities due to the lack of development on the east side of Highway 65; whereas the development to pay down the bond debt on that project is not taking place due to the down turn in the economy.

2. Presentation of Financial Information

Finance Director Kristi Smith provided an overview of a five year projection for the General Fund whereas in year 2014 the City will not have the funds to operate. Smith reviewed the LGA Flip (Local Government Aid) whereas the LGA that is received in the current year is not used as a part of the revenue in the budget year, but is used in the next budget year. However it is expected that the State will cease paying out LGA to Cities in year 2012.

Charts were reviewed that provided for the General Fund Fund balance before revenue cuts and how they were affected after the revenue cuts for years 2008 through 2011. Charts were reviewed on the 2011 budgeted expenditures and wage and benefit allocations.

3. Presentation of Current City Service Levels

City Administrator Don Lorsung reviewed the City Departments, the 2011 budgeted expenditures, staffing levels, and an abbreviated list of major duties for each department. The departments included Finance and Administration, Planning/Zoning and Parks/Recreation, Economic Development Authority, Building Inspection, Police, Public Works, Fire, and the Municipal Liquor Store.

4. Gathering of Community Input

The meeting was opened up for community input. Persons in attendance were invited to provide verbal input or if they did not care to provide verbal input, there were comment sheets that could be filled out and turned in.

Jason Lee - 1109 Rum River Drive

Made comment on:

- Water Bill
  - That he pays more for his water and sewer bill than he does for taxes.
- Sidewalks and Plowing
  - That some of the residents remove snow, some do not
  - Why are some areas in town plowed when there are no homes in the area
- Vacant Lots
  - Has issue with building requirements; that he would like to see it opened up that if a property purchases a vacant lot adjacent to his residence, the property owner would have the ability to place a garage or shed on the property.

Council reviewed each of the items.

- Water bill
  - Lee commented on when the plant would be paid off and the bill would go down. Mayor Wimmer stated that with the bond issue for improvements on the east side of Highway 65 that water and sewer bills will be increasing so the City can meet the bond payments for that project.
- Sidewalks and Plowing
  - Council responded that the policy is that all sidewalks are plowed. Sidewalks designated as the safe routes to school are plowed by the City, all other sidewalks are the responsibility of the property owner to be kept clear of snow. That the goal is to not expand on City services and add more plowing by the City. That there is a responsibility of the homeowner to take care of and maintain sidewalks adjacent to their properties.
- Vacant Lots
  - Discussion took place that in the down turn of the economy if property owners should be allowed to construct other types of buildings on a residential vacant lot; Council stated that for the future of the City, the City would want to see residential lots with residential homes placed on them and it would be difficult to allow other types of structures on the residential vacant lots.

Barb Lorge – 115 Brookview Court

Made comment on:

- Community Center
  - There was discussion on the Community Center, the involvement by the Lions, the usage of the facility and the operation costs.

Jason Lee - 1109 Rum River Drive

Made comment on:

- LGA
  - There was discussion on the projected LGA funds that most likely will not be received in the near future and on the current down turn of economics.

Zack Knutson – 509 Edgewood Street
Made comment on:

- Plowing of Sidewalks
- Pedestrian Bridge – why go through with this?
- LGA Funds – what are they?
- Cut tax and sewer costs

Council response:

- LGA Funds
  - LGA is Local Government Aid that is received from the State and that these funding revenues have been cut over the past years and are anticipated to end in year 2012.
- Pedestrian Bridge
  - The pedestrian bridge will be funded with state and federal grants and with Park Dedication Fee funds. Park Dedication Fees are received when a developer develops a subdivision. The funds can only be used for new park and recreation equipment, buildings, and infrastructure, i.e. infrastructure such as sidewalks, trails, and the pedestrian bridge.

Zack Knutson made comment on the downtown area and that he would like to see an effort to move more traffic through the area. Council commented that there is a Historic Downtown Committee that is working on the downtown area.

Barb Lorge – 115 Brookview Court
Made comment on:

- Pedestrian Bridge
  - Questioned the number of kids that will use the bridge. There was comment that the opportunity was there to enhance pedestrian traffic to the east side of Highway 65 and the project would be funded without the use of tax payer's money.

Clell Bone – 201 3rd Avenue NW
Made comment on:

- Community Center
  - Finds it would not be a good move to replace. Liquor Store revenues and cable franchise fees could be used to assist in its operation and maintenance.
  - Lions have tripled its size.
- Police Protection
- Fire Department
  - Built substations without the use of tax payers money. Police and Fire have good mutual aid systems and the Departments are a value to the community.
- Commented on the loss of the Hardware Store
- Have good City staff
- City Council is doing a good job.

Kim Viske – 715 S Brookview Lane

- Requested the City provide information on the different funds the City has, what their balances are, and how those funds can be used.

Final comments:
Staff was directed to do the following:

- Place the Community Meeting agenda and informational materials on the website.
- Provide a few of the Departments service indicators and the costs to provide the service.
- Provide a list of City funds, the fund balance, and how those funds can be used.

The March 1, 2011 Community Meeting ended at 8:31 p.m.

March 4, 2011 Community Meeting

City Administrator Don Lorsung called the meeting to order at 12.02 p.m.

Members Present:	Mayor Wimmer (arrived at 12:25 p.m.), Councilor Sue Larson (arrived at 12:10 p.m.) and Councilor Ross Lorinser (arrived at 12:45 p.m.)
Members Absent:	Councilors Louise Duff and Jim Kennedy
Staff Present:	City Administrator Don Lorsung, Assistant City Administrator/City Clerk Irene Bauer, Finance Director Kristi Smith, Economic Development Director Sean Sullivan, Police Chief Ron Sager, Public Works Director Pat Meyer, and Assistant City Engineer Kevin Bittner.

Presentation of Financial Information and Current City Service Levels
Finance Director Kristi Smith presented the financial information for the City and City Administrator Don Lorsung presented the current City service levels.

Opening Remarks
At 12:25 p.m. Mayor Wimmer gave an introduction to the 2nd of two Community Meetings held.

Gathering of Community Input
The meeting was opened up for community input. Persons in attendance were invited to provide verbal input or if they chose, there were comment sheets that could be filled out and turned in.

Glenn Farrell – 201 1st Avenue NW
Made comment on:

- Sand and Salt
    - Stated that sand has no melting properties and why doesn't the City use other chemicals. There was comment made that sand is cheaper to purchase than salt but does not work as well

Through discussion it was stated that the City uses a combination of salt and sand

- Noise decibel when plowing the City Hall parking lot and downtown area and hours of plowing.
    - Questioned if the snowplowing can take place later rather than to start at 1 or 2:00 a.m. Questioned if it is necessary to clean the downtown area curb to curb for every snow event or if this can be done after a few snow storms.

The snow plowing process was reviewed and it was stated that the current process works well. That there is always a question by residents if the snowplowing is starting too early or too late. It was stated that the intent is to clear the snow emergency routes and school routes to provide for a safe commute. Mr. Farrell stated that the downtown sidewalks are wide and some of the snow storage can take place on the sidewalks.

There was discussion on snow removal and snow storage.

Alan Duff – Isanti County Commissioner and Resident
Posed the following questions:

- How is the City doing on relying on less LGA funds and the use of Liquor Store funds as funding sources – how is the City doing on living on less?

There was review of the loss of Local Government Aid (LGA) and that the anticipated revenue projections beyond 2011 indicates that there will be no LGA received after year 2012. Budgeting and reductions in services are continually being reviewed and cuts have been made.

- How does the City anticipate additional revenues coming in, whether by increasing taxes or increasing the commercial tax base?

There was review of the Economic Development Authority (EDA) projects that are moving forward; and other commercial projects that are being looked at.

Helen Remmers – Meadows Edge Apartments
Made comment on:

- Community Center
    - Stated the Community Center is a much needed facility in the community.
- Trails - sidewalks
    - Commented on the money needed to upkeep trails; but there are not sidewalks in some locations where they are needed

There was response that the City recognizes the need for more sidewalks in the high traffic areas, however there is a cost to install the sidewalks and there is no right-of-way for their construction.

Glen Farrell
Comment on:

- The replacement of the WWTP for the construction of a rail spur.

This was review and discussion on this matter whereas there is a concept plan to replace the current WWTP with a mechanical plant in order to obtain enough land to construct a full rail spur. Future economics will determine if this project moves forward.

Mayor Wimmer stated the City Council wants to receive input from the community of what services are most important, make sure the City is protecting the most critical services for the residents; that there may be cuts that may affect some residents more than others.

It was stated that the information requested from the first meeting has been placed on the website.
The March 4, 2011 Community Meeting ended at 1:08 p.m.

Respectfully submitted,

Irene J. Bauer
Assistant City Administrator/City Clerk

1.g.

TO: Mayor Wimmer and City Council

FROM: Don Lorsung, City Administrator

DATE: March 30, 2011

RE: Community Meetings

The City Council held two community meetings (March 1st and March 4th) to gather public input about city service provision. Attached are the minutes from those meetings. As a part of this process, staff has posted information on the City website to provide further information to the citizens. Service areas that were discussed by the citizens at the meetings included:

- Concerns over the cost of water and sewer utilities
- Sidewalk Snow Removal
- Community Center Usage and Need
- Fire and Police Services
- Street Maintenance – Salt/Sand use and Downtown Snow Removal

There were other items discussed relating to City operations and projects and they are reflected in the attached minutes. The City Council had requested that this information be placed on a future Council meeting for discussion.

Asset Management Plan Water and Wastewater Treatment Facilities

October 9, 2014

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Objectives of the Presentation

- Discuss Purpose of an Asset Management Plan
- Summarize Water Treatment Facility Asset Needs
- Summarize Wastewater Treatment Facility Asset Needs

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Asset Management Plan - Benefits

- Better Decision-Making Regarding:
  - Maintenance of Existing Assets
  - Rehabilitation of Existing Assets
  - Replacement of Assets
  - Acquisition of New Assets
  - Operation of the System
  - Financing Long-Term Capitol Improvements

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Asset Management Plan

- Core Components Include Developing:
  - Level of Service
  - Asset Inventory
  - Critical Assets
  - Life Cycle Cost
  - Long-Term Financing Plan

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Water Treatment Facility Existing Conditions

- Built in 2008
- Structures and Equipment in Good Condition
- Wells Have Adequate Capacity
- Meeting Water Quality Standards and Goals

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Water System Component Summary

Table 2.1
Well and Treatment Capacity Summary

Component	Hydraulic Capacity[1] Gpm	Supply Capacity[2] gallons per day
Wells		
Well No. 1	420	504,000
Well No. 2	1,200	1,440,000
Well No. 3	1,200	1,440,000
Total Well Firm Capacity		**1,944,000**
Treatment Plant	2,850	**3,420,000**
Storage		
Tower		750,000
Total Storage		**750,000**

Note [1] Hydraulic capacity refers to the instantaneous pumping or treatment capacity.

[2] Supply capacity refers to the daily well or treatment capacity when operated at 20 hours per day.

[3] Water treatment plant design capacity is 2,850 gpm (3.42 MGD at 20 hours per day).

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Water Treatment Facility
High Criticality Assets

Table 2.3
Water Treatment Facility – Assets with Highest Criticality (30-100)

Criticality	Asset Name
64	Chlorine Generation System
36	6" pressure Relief Valve in Water Plant
32	Brine Tank 1
32	Brine Tank 2
32	Backwash Supply Flow Meter

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Water System
Capital Improvement Plan

Table 2.4
Water Treatment Facility – Capital Improvement Plan

Year	Budget	Description
2015	$200,000	Additional Chlorine Generation System
2021	$300,000	Rebuild Filter 1 Underdrain
2022	$300,000	Rebuild Filter 2 Underdrain
2023	$300,000	Rebuild Filter 3 Underdrain
2024	$300,000	Rebuild Filter 4 Underdrain

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Wastewater Treatment Facility Existing Conditions

- Built in 1996
- Some Structures Require Immediate Repair
- NPDES Permit Expires in 2017
- Meeting Current NPDES Permit Requirements

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Wastewater Treatment Facility - Capacity

Table 3.1
Wastewater Treatment Plant Rated Capacity[1]

Parameter	Rated Capacity
Flow	
Average Wet Weather	0.657 MGD
Carbonaceous Biochemical Oxygen Demand (CBOD)	
Average	1,101 lbs/d
Maximum	1,652 lbs/d
Total Suspended Solids	
Average	1,326 lbs/d
Maximum	1,989 lbs/d
Note [1]	Rated capacity as per NPDES Permit 0023795

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Wastewater Treatment System High Criticality Assets

Table 3.4
Wastewater Treatment Facility – Assets with Highest Criticality (30-100)

Criticality	Asset Name
80	Main Lift Station Pump No. 1
80	Main Lift Station Pump No. 2
64	Main Lift Station Grit Pump
56	Blower No. 2
56	Blower No. 3
56	Blower No. 4
56	Blower No. 5
42	Filter No. 1
42	Filter No. 2
36	Trojan UV Disinfection System

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Wastewater Treatment Facility Capital Improvement Plan

Table 3.5
Wastewater Treatment Facility – Capital Improvement Plan

Year	Budget	Description
2015	$1,500,000	New fine screen and grit removal equipment. Construct new pretreatment structure at the WWTP.
2015	$600,000	Main Lift Station/Demolition
2015	$80,000	Diffuser Replacement.
2015	$100,000	Aerated pond blower replacement.
2016	$120,000	Aerated pond diffuser replacement.
2017	$500,000	Filter rehabilitation.
2025	$500,000	Clarifier rehabilitation.

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Wastewater Treatment Facility Preventative Maintenance Plan

Table 3.6
Wastewater Treatment Facility – Annual Allocation Plan

Year	Budget	Description
2015	$1,500,000	New fine screen and grit removal equipment. Construct new pretreatment structure at the WWTP.
2015	$800,000	Construct a new main lift station/wetwell. New submersible pumps for the lift station. Demolition of the existing wetwell. Remove equalization basin from service. Aerated pond blower replacement. Preventative Maintenance Plan
2016	$140,000	Aerated pond diffuser replacement.
2017	$520,000	Filter rehabilitation. Preventative Maintenance Plan
2018	$20,000	Preventative Maintenance Plan
2019	$20,000	Preventative Maintenance Plan
2020	$20,000	Preventative Maintenance Plan
2021	$20,000	Preventative Maintenance Plan
2022	$20,000	Preventative Maintenance Plan
2023	$20,000	Preventative Maintenance Plan
2024	$20,000	Preventative Maintenance Plan
2025	$520,000	Clarifier rehabilitation. Preventative Maintenance Plan

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QUESTIONS?

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Pavement Management System Report

October 9, 2014

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Objectives of the Presentation

- Discuss Purpose of a Pavement Management Plan
- Review PASER Rating System
- Evaluate Corrective Maintenance Options
- Present Recommendations for Future Repairs

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Existing Conditions

- 31 Miles of Paved Street
- Most Streets Currently Need Maintenance
- No Maintenance Performed in Past 5 Years

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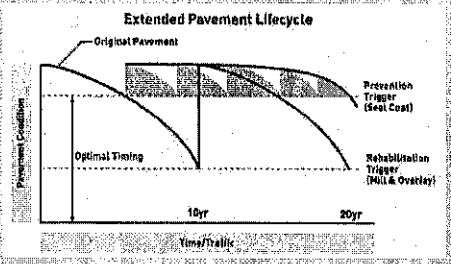
Pavement Deterioration

- New Pavement Deteriorates Slowly Initially
- Pavement Wear Accelerates Over Time
- Preventative Maintenance Extends Pavement Life



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Pavement Management Plan

- Establishes Current City Pavement Condition
- Prioritizes Maintenance Needs
- Create Maintenance Budget Plan
- Extend Life of Existing Pavement
- Reduce Long-Run Pavement Rehab Costs

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Pavement Surface Evaluation and Rating (PASER)

- PASER Ratings:
  - Include Visual Inspections
  - Numerically Rank Severity of Deterioration (1-10)
  - Identify Locations for Needed Maintenance
  - Allow for Prioritization of Repairs

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Asphalt Pavement Defects

- Common Asphalt Pavement Defects:
  - Rutting
  - Cracking
  - Raveling
  - Shoving or Pushing
  - Pot Holes

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Asphalt Pavement Rehabilitation

- Maintenance and Rehabilitation Options:
  - Crack Rout & Seal
  - Sealcoat
  - Bituminous Patching
  - Mill & Overlay
  - Full Depth Reclamation
  - Full Street Reconstruction

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Concrete Pavement Defects

- Common Concrete Pavement Defects:
  - Faulting
  - Cracking
  - Pop-Outs
  - Scaling
  - Spalling

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Concrete Pavement Rehabilitation

- Maintenance and Rehabilitation Options:
  - Surface Repair
  - Partial Depth Patching
  - Slab or Joint Rehabilitation
  - Complete Reconstruction

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PASER Recommendations

- Asphalt Pavement Maintenance

Pavement Rating Condition	Typical Recommended Maintenance
9 - 10	Do Nothing
7 - 8	Crack Rout & Seal, Seal Coat, Patching
5 - 6	Mill & Overlay
3 - 4	Full Depth Reclamation & Paving
1 - 2	Full Depth Reconstruction

- Concrete Pavement Maintenance

Pavement Rating Condition	Typical Recommended Maintenance
9 - 10	Do Nothing
7 - 8	Needs Routine Maintenance
5 - 6	Surface Repair or Partial Depth Patching
3 - 4	Requires Extensive Slab or Joint Rehabilitation
1 - 2	Requires Complete Reconstruction

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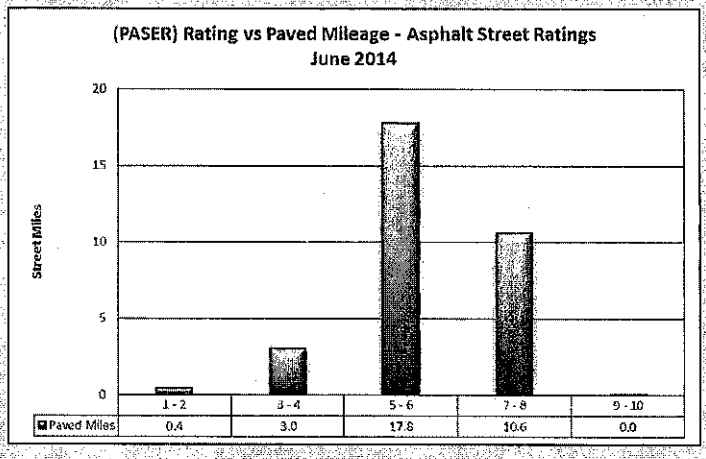
PASER Results - Streets

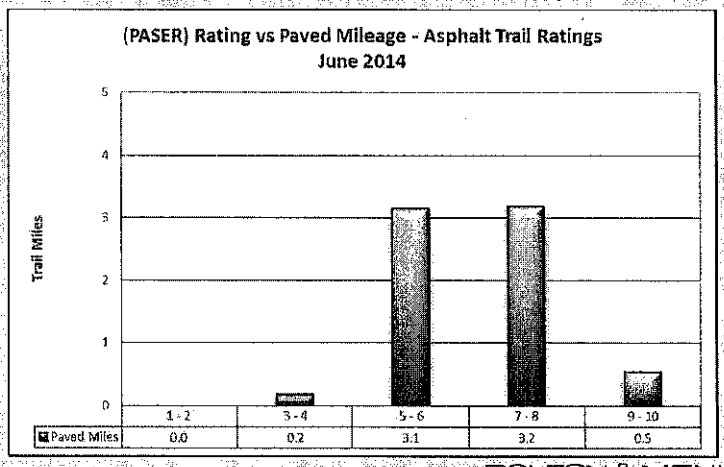
- PASER Rating vs. Paved Mileage



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

PASER Results - Trails

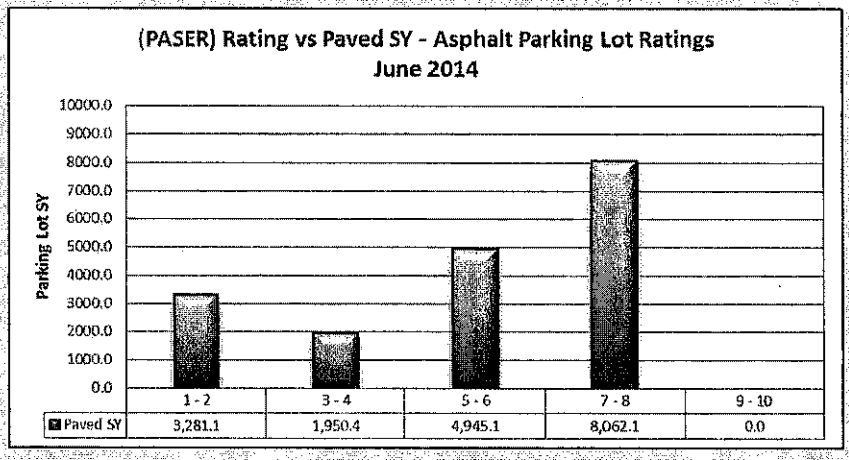
- PASER Rating vs. Paved Mileage



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

PASER Results – Parking Lots

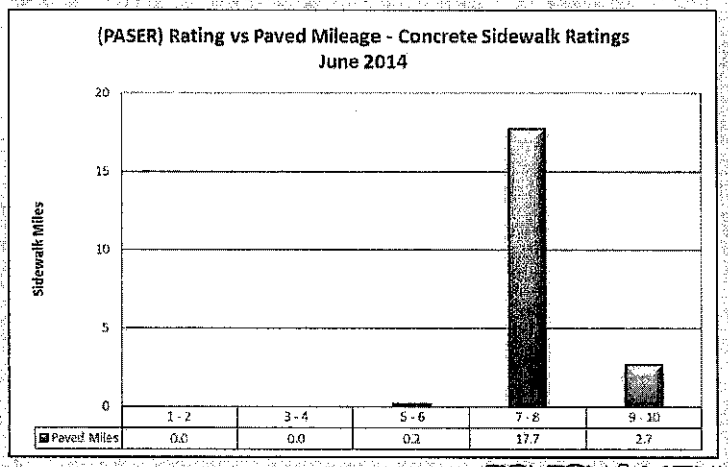
- PASER Rating vs. Paved Square Yard



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

PASER Results – Sidewalk

- PASER Rating vs. Paved Mileage



BOLTON & MENK, INC.
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Maintenance Construction Costs - Streets

- Asphalt Street Cost Summary

Improvement	Funding Type				Total
	Local	miles	MSA	miles	
Reconstruction	$ -	0.0	$ 549,000.00	0.4	$ 549,000.00
FD Reclamation	$ 1,598,000.00	2.6	$ 281,000.00	0.5	$ 1,879,000.00
2" Mill & Overlay	$ 3,173,000.00	8.6	$ 911,000.00	2.5	$ 4,084,000.00
Sealcoat	$ 680,000.00	14.3	$ 147,000.00	3.1	$ 827,000.00
Total	$ 5,451,000.00		$ 1,888,000.00		$ 7,339,000.00
Street Length, mile		25.4		6.4	31.8

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Maintenance Construction Costs - Trails

- Asphalt Trail Cost Summary

Improvement	Funding Type					
	Local	miles	MSA	miles	Total	
Reconstruction	$ -	0.0	$ -	0.0	$	-
FD Reclamation	$ -	0.0	$ 26,000.00	0.2	$	26,000.00
2" Mill & Overlay	$ 123,000.00	1.4	$ 60,000.00	0.7	$	183,000.00
Sealcoat	$ 46,000.00	2.9	$ 32,000.00	2.0	$	78,000.00
Total	$ 169,000.00		$ 118,000.00		$	287,000.00
Street Length, mile		4.2		2.8		7.0

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Maintenance Construction Costs – Parking Lots

- Asphalt Parking Lot Cost Summary

Improvement	Funding Type	
	Local	SY
Reconstruction	$ 197,000.00	3,281.1
FD Reclamation	$ 65,000.00	1,950.4
2" Mill & Overlay	$ 68,000.00	3,560.9
Sealcoat	$ 29,000.00	9,446.3
Total	$ 359,000.00	
Street Area, SY		18,238.6

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Maintenance Construction Costs - Sidewalks

- Concrete Sidewalk Cost Summary

Improvement	Funding Type					
	Local	miles	MSA	miles	Total
Reconstruction	$ 33,000.00	0.2	$ -	0.0	$ 33,000.00
Total	$ 33,000.00		$ -		$ 33,000.00
Street Length, mile		0.2		0.0	0.2

BOLTON & MENK, INC.
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Municipal State Aid (MSA) Funding

- $217,977 allotted in 2014
- 25% Directed Toward Maintenance
- 75% Directed Toward Construction Projects
- Construction Funds Must be Used on MSA Routes

BOLTON & MENK, INC.
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Local Funding Options

- Additional Sources of Revenue
  - General Tax Levy
  - Special Assessments
  - Federal Funding
  - External Funding (Legislative Bonding)
  - Local Option Sales Tax
  - Street Improvement District (Currently Not Allowed by State Statute)

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Local & MSA Budget Analysis

- Combined Pavement Cost Summary

Improvement	Combined Pavement Cost Summary		
	Local Funding	MSA Funding	Total
Reconstruction	$ 230,000.00	$ 549,000.00	$ 779,000.00
FD Reclamation	$ 1,663,000.00	$ 307,000.00	$ 1,970,000.00
2" Mill & Overlay	$ 3,364,000.00	$ 971,000.00	$ 4,335,000.00
Sealcoat	$ 755,000.00	$ 179,000.00	$ 934,000.00
Total	**$ 6,012,000.00**	**$ 2,006,000.00**	**$ 8,018,000.00**

BOLTON & MENK, INC.
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Local & MSA Budget Analysis

- 10-year Plan Budget Scenario

Funding Type: Local					Funding Type: MSA			
Year	2" Mill & Overlay	Sealcoat	Maintenance Total	Recon/FD Total	Maintenance Allocation	Construction Allocation*	Total	Combined Total
2015	$ 174,500.00	$ 75,500.00	$ 250,000.00		$ 37,200.00	$ -	$ 37,200.00	$ 287,200.00
2016	$ 354,390.00	$ 75,500.00	$ 429,890.00	$631,000.00	$ 37,200.00	$ -	$ 37,200.00	$ 1,098,090.00
2017	$ 354,390.00	$ 75,500.00	$ 429,890.00		$ 37,200.00	$ 490,000.00	$ 527,200.00	$ 957,090.00
2018	$ 354,390.00	$ 75,500.00	$ 429,890.00		$ 37,200.00	$ -	$ 37,200.00	$ 467,090.00
2019	$ 354,390.00	$ 75,500.00	$ 429,890.00	$631,000.00	$ 37,200.00	$ -	$ 37,200.00	$ 1,098,090.00
2020	$ 354,390.00	$ 75,500.00	$ 429,890.00		$ 37,200.00	$ 490,000.00	$ 527,200.00	$ 957,090.00
2021	$ 354,390.00	$ 75,500.00	$ 429,890.00		$ 37,200.00	$ -	$ 37,200.00	$ 467,090.00
2022	$ 354,390.00	$ 75,500.00	$ 429,890.00	$631,000.00	$ 37,200.00	$ -	$ 37,200.00	$ 1,098,090.00
2023	$ 354,390.00	$ 75,500.00	$ 429,890.00		$ 37,200.00	$ -	$ 37,200.00	$ 467,090.00
2024	$ 354,390.00	$ 75,500.00	$ 429,890.00		$ 37,200.00	$ 654,000.00	$ 691,200.00	$ 1,121,090.00
Total	*$ 3,364,000.00*	*$755,000.00*	*$ 4,119,000.00*	*$ 1,893,000.00*	*$ 372,000.00*	*$ 1,634,000.00*	*$ 2,006,000.00*	*$ 8,018,000.00*

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Asphalt Pavement Recommendations

- Formalize an Ongoing Maintenance Program
- Implement 10-year Pavement Plan
- Separate Reconstruction from Maintenance Budget
- Separate Local & MSA Funding Plans
- Aggressively Target Pavement Preservation
- Bi-annual Level 5 Segment Evaluation

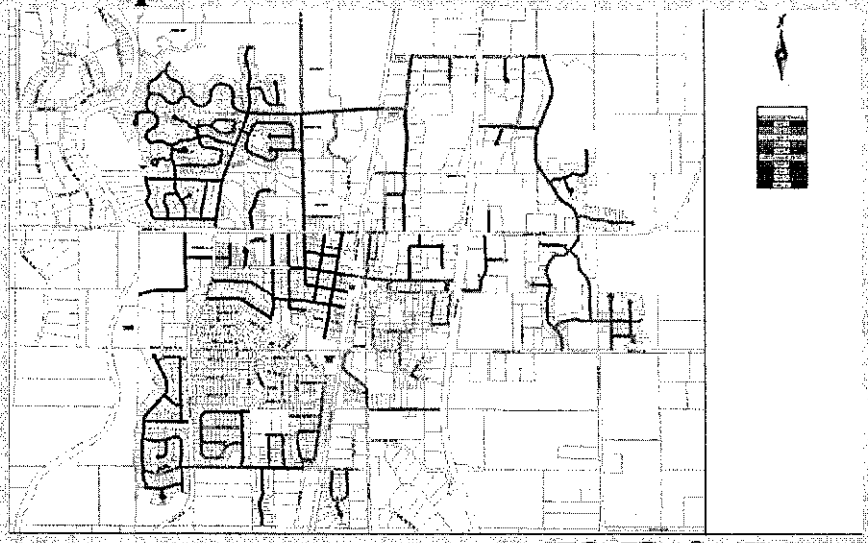
BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Concrete Sidewalk Recommendations

- Continue Sidewalk Maintenance As Needed
- Separate Reconstruction from Maintenance Budget
- Separate Local & MSA Funding Plans
- Bi-annual Segment Evaluation

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

Proposed Maintenance Schedule



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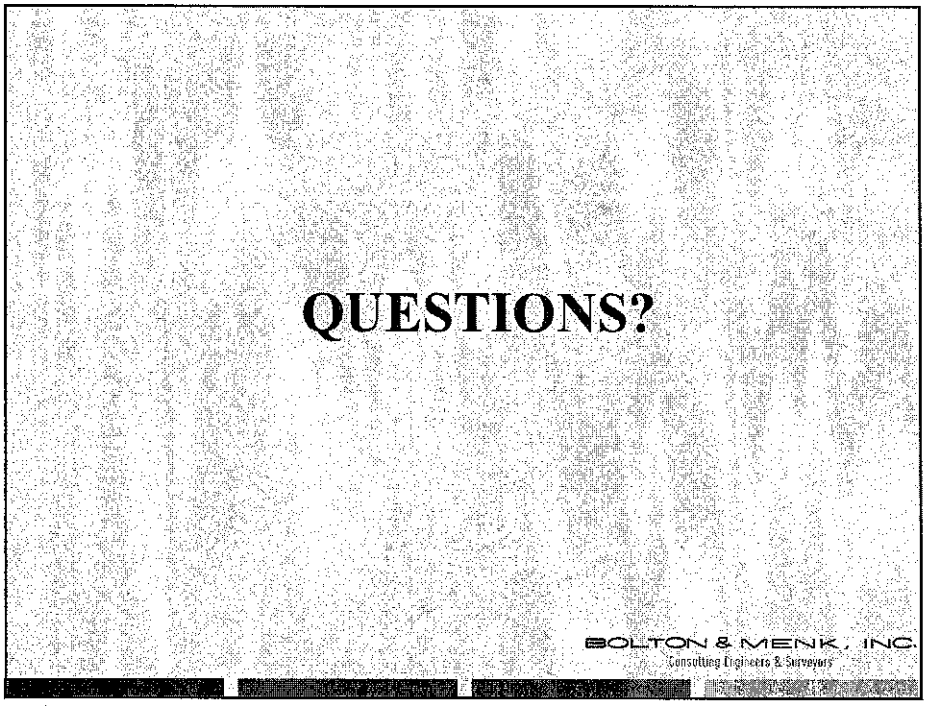
QUESTIONS?
BOLTON & MENK, INC.
Consulting Engineers & Surveyors

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 2, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. EDAM SnoBear Award

F. Approve City Council Minutes
1. January 19, 2016 – Regular Meeting of the City Council
2. January 25, 2016 – Goal Setting Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Tuesday, February 9, 2016 at 7:00 p.m.
2. **City Offices Closed**	Monday, February 15, 2016 *(In Observance of President's Day)*
3. City Council Meeting	Tuesday, February 16, 2016 at 7:00 p.m.
4. Park, Recreation, and Culture Board Meeting	Tuesday, February 23, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. A Resolution Approving Funding and Special Event Request for Two Cities, One Community Event Hosted by Isanti and Cambridge *(Mayor Wimmer)*
2. A Resolution to Approve the Park Name River Bluff Preserve for the 38-Acre Parkland Located in Rum River Meadows Outlot D *(Mayor Wimmer)*

City Attorney Clark Joslin
3. Resolution Approving City Council Goals for Year 2016

City Administrator Don Lorsung
4. Resolution Approving a Final One-Year Extension for the Final Plat for Fairway Greens Phase 8 as Requested by IRET Properties
5. Resolution Approving a Computer Software Purchase Agreement with Civic Systems, LLC.
6. Consider Resolutions to Accept Quotes for the 38 Acre Parkland Dock and Fence
    a. Resolution Accepting Bid for the Dock System at the 38-Acre Park
    b. Resolution Accepting Bid for the Installation of the Community Garden Fence

Chief of Police Gene Hill

7. Resolution Authorizing the Chief of Police to Accept the Mini Grant from the MN Department of Public Safety – Office of Traffic Safety for the Preliminary Breath Test (PBT's)
8. Resolution Authorizing Staff to Accept the 2016 Shakopee Mdewakanton Sioux Community AED Life Program

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $183,091.08 and Payroll in the amount of $85,597.72
2. Final Minutes of the November 24, 2015 Park, Recreation and Culture Board Meeting
3. Final Pay Request - No. 2 – 2015 Pavement Management Project in the Amount of $9,018.74
4. Consider a Resolution Authorizing the Police Department to Add an Additional Position to the Part Time Police Officer Roster
5. Consider Amendments to City Code and Fee Schedule – Community Garden Fees
    a. Ordinance Amending the Code of the City of Isanti Chapter 160 Fees
    b. Resolution Adopting Fees Within the City of Isanti
6. Resolution Acknowledging Permanent Employee Status for Public Services Director Josi Wood
7. Resolution Acknowledging Permanent Employee Status for Administrative Data Clerk Carla Scharber
8. Resolution Acknowledging Permanent Employee Status for Investigator Dusten Noreen
9. Consider a Resolution Authorizing the City Attorney and City Attorney Staff to Access MGA (Minnesota Governmental Agency) Electronic Records
10. Resolution Approving a Check be Written to Heavenly Sunshine Preschool for Volunteering at the Community Movie Night

M. Other Communications

1. Draft Minutes of the January 26, 2016 meeting of the Park, Recreation and Culture Board Meeting

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
Tuesday, January 19, 2016
CITY HALL

F.1.

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Adam Johnson and Steve Lundeen

Members Absent: None

Staff Present: City Administrator Don Lorsung, City Attorney Clark Joslin, Human Resources/City Clerk Karissa Henning, Police Chief Gene Hill, Economic Development Director Sean Sullivan, Public Services Director Josi Wood and Assistant City Engineer Jason Cook

D. Adopt Agenda
Motion by Johnson second by Bergley to approve the agenda as presented. Motion carried unanimously

F. Approve City Council Minutes
1. January 5, 2016 - Regular Meeting of the City Council
2. January 5, 2016 - Closed Session Meeting of the City Council

Motion by Bergley, second by Johnson to approve the Regular City Council Minutes and Closed Session Meeting Minutes of the January 5, 2016 meeting as presented. Motion carried unanimously.

G. Citizens Input
None

H. Announcements
Announcements were read

I. Council Committee Reports
Mayor Wimmer stated that Isanti County will stop processing "Permits to Purchase" and these will now be processed by the City's Police Department. The Mayor did express confidence that the Police Department would do a fine job; however, by Minnesota State Statute, the City will not be able to charge a fee for this service and the Mayor speculated that this may be why the Sheriff's department had passed the burden of this task to the Cities. The Mayor indicated that he will be speaking with Isanti County Sheriff Chris Caulk regarding this matter and expressed frustration that, once again, the City is being required to do something which the Townships are not. The Mayor noted that the Cities of Isanti County pay the lion's share of all County taxes and in return, they receive fewer services than the Townships.

J. Public Hearings

K. Business Items
1. Approval for Funding the Development of the 38 Acre Parkland

The Mayor described the larger components of the development plan for the 38 acre parkland parcel which is to include a community garden with space for the Isanti Middle School, Minnesota Center, School for All

Seasons and the Isanti Intermediate School. The Mayor indicated there will also be approximately one acre set aside for long term biology experiments for the Middle School – similar to a very mini version of the Cedar Creek Research Center in northern Anoka County. In addition, there will be a walking path around the parkland and a bridge which goes across and links the area, as well as, a designated, handicap accessible fishing area -- one of the very few in the county on the Rum River.

The Mayor reported that the City is looking into an inter-fund loan as Park and Recreation does not have the full funds to cover the development plan. Through an inter-fund loan the Park and Recreation revenue that comes in, which is by State law only allowed to be used on new parkland acquisitions or development of new parks, can then be transferred back to the General Fund.

Bergley asked if the Community Garden would be available for residents. The garden would be available for residents and non-residents; the City is looking at charging a fee small for those interested in reserving garden spots for the year.

Lundeen clarified that the land being discussed was that which was acquired from the DNR. Lundeen went on to state that although he was in favor of acquiring the land, he was not in favor of there being additional money invested in parks at this time. One of the biggest complaints Lundeen hears from residents is that Isanti has too many parks.

The Mayor responded with the example of Legacy Park which did not get a lot of support at the time, but ended being a tremendous success for the City. The Mayor emphasized that the features of this new park are unique and not designed for a single demographic like play parks. The Mayor noted that Cambridge's Community Garden is 100% full and typically has a waiting list. This park has been a high priority for the City as it has amenities that are currently not available anywhere else in the City. This is also a way to make the Rum River accessible to residents. The Mayor also noted that the cost of equipment only for a standard play park is $75,000-$80,000 plus; therefore, the dollar for dollar value of a park with a large number of amenities which aren't currently available within the City is significant.

Bergley inquired if the proposal had passed through the Park, Recreation and Culture Board to which the Mayor responded affirmatively. The Mayor emphasized that the City is making an effort to establish a variety of unique amenities that have low, on-going costs associated with them. The park will provide the School District with a strong educational resource and increase funding opportunities from a grant standpoint.

The Mayor reported that on-going maintenance costs for this park will be minimal and gave Legacy Park as an example where it costs only a few hundred dollars a year to maintain the trail system. Johnson asked Wood what she anticipated in terms of time for maintenance from the Public Works crew including mowing. Wood responded that there would be some areas that would be mowed and other areas that will be left natural. Wood also noted that in comparison with Legacy Park or play parks, the maintenance would be significantly less. Wood identified that lime-ag may be needed from time to time, or it may be necessary to respond to wash-outs or similar events. Wood felt that the largest up-front maintenance would be in the spring time to get the gardens ready with time spent the initial year being greater than that needed for subsequent years. Johnson asked what the City's yearly responsibility would be to maintain the community gardens. Wood responded that the City would till the gardens and perhaps add topsoil based on soil testing through the U of MN at a cost of $35. If there were compost on site, Public Works would turn that every couple of weeks. Wood noted that plot renters would be responsible for weeding, etc.

Johnson asked what the timeline would be for returning funds to the General Fund. The Mayor indicated

that would depend upon development; however, it is a priority for those funds to be returned to the General Fund.

Johnson stated concern over whom or what would prevent outsiders from digging in or removing items from someone's garden plot. Johnson added that the cost of seeds can add up and it would be a notable loss if a plot were to be decimated. Wood addressed this concern saying she had spoken with a number of Cities and they simply haven't had this problem; acknowledging that that isn't to say that plots here will not be disturbed. Wood indicated that there would be a tall fence that could be locked with access for plot owners' only.

Johnson remarked that, previously, cost had been a concern; however, the City is rapidly developing and he didn't believe it would take long to repay the funds to the General Fund. He acknowledged that it is what the Parks and Recreation Fund is for and it is a good opportunity for the City; however, he did feel concern for some of the residents near the location. Johnson indicated he would motion to approve.

Bergley stated his concerns which included the effects of the recent property tax increase on area residents. Bergley acknowledged that the City is promoting fitness and stated he was all for fishing and gardening. The Mayor responded that it is important to educate residents and reiterated that the park is not being funded with City property tax dollars. The fees to pay for this project are coming out of the park dedication fund, which by State mandate, can only be used for new park equipment and/or new park land acquisition. To which Johnson replied that the dollars would be sitting unused if not for this project and that was why he has chosen to support the project. The Mayor did follow-up by stating that on-going maintenance will come from property tax dollars; however those costs will be in the hundreds, not thousands of dollars.

The Mayor restated that the playground parks cost the most in terms of upkeep and repair. Wood stated that park dedication funds can't be used to do any repairs; they must be used for new development.

Lundeen indicated that, like Johnson, he was initially opposed to the project due to the total cost; however, knowing that the City property tax dollars were not being used to develop the park and having the amenities at such a low cost in terms of maintenance won him over. Lundeen seconded the motion to approve.

a. Resolution 2016-011 Approving Funding for Development of the 38 Acre Parkland
b. Resolution 2016-012 Establishing Rental Fees for Community Garden Plots

Motion by Johnson second by Lundeen to approve Resolutions 2016-011 and 2016-012 as presented. Collison Abstained. Motion carried.

2. **Resolution Authorizing Approval and Execution of the Amended and Restated Joint Powers Agreement for the North Trunk Highway 65 Coalition**

Mayor Wimmer stated that the Coalition wanted to change the quorum to 40% which he was not in favor of; he believes a quorum should remain as truly defined - meaning 50 % plus one. The Mayor asked Bergley if the Coalition was unable to get sufficient numbers of members to attend. Bergley stated that the Coalition wanted the Board to be able to get things accomplished; if a quorum is not present, nothing can be done or move forward. The Mayor stated that he was not in favor of making this change. The Mayor also remarked that if the Coalition cannot get sufficient numbers to attend for a voting quorum, that they should change their membership. Bergley recently started attending the meetings and indicated at present, they were well attended and members were anxious to get things moving. Joslin was asked for his input as was Commissioner Warring of Isanti County who was present.

The question was raised as to whether the City would still be a member of the Coalition if they were to fail to approve the Agreement. Lorsung responded that the City would not retain its membership. Lorsung asked for clarification as to the major reason for not approving the agreement so that this information might be passed on to the Coalition Board. The consensus was that the change to 40% needed for a quorum was the reason for denial.

Motion by Johnson second by Lundeen to deny the resolution. Motion carried.

3. **Resolution 2016-013 Approving a Special Event Request for Downtown Street Dances**

The Mayor asked for a quick update from Wood on Park and Recreation and the recent movie night. Wood indicated that 106 people attended the last movie night with Heavenly Sunshine Preschool, the movie's concession volunteers, receiving $133 (sum of the night's profits) for their participation.

Motion by Johnson, second by Lundeen to approve Resolution 2016-013 as presented. Motion carried unanimously.

4. **Resolution 2016-014 Approving a Conditional Use Permit to Operate a Motor Vehicle Sales Office and Display at the Dual Square Mall**

Motion by Bergley, second by Lundeen to approve Resolution 2016-014 as presented. Motion carried unanimously.

5. **Resolution 2016-015 Approving the Minor Subdivision of the Property Legally Described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota**

Motion by Lundeen, second by Johnson to approve Resolution 2016-015 as presented. Motion carried unanimously.

6. **Resolution 2016-016 Approving an Amendment to the Isanti Commons First Addition Development Agreement**

Motion by Lundeen, second by Johnson to approve Resolution 2016-016 as presented. Motion carried unanimously.

7. **Ordinance 631 Amending the Code for the City of Isanti, No. 445 Zoning, Section 2 Definitions**

Motion by Lundeen, second by Bergley to approve Ordinance 631 as presented. Motion carried unanimously.

8. **Resolution 2016-017 Approving an Extension of the Conditional Use Permit Allowing the Construction of a 108-Unit Apartment Complex Located Within the Fairway Greens Development**

Motion by Bergley, second by Lundeen to approve Resolution 2016-017 as presented. Motion carried unanimously.

9. **Resolution 2016-018 Approving an Extension of the Site Plan and Building Appearance for a 108 Unit Apartment Complex to be Located Within Outlot A, Fairway Greens Phase 5**

Motion by Lundeen, second by Bergley to approve Resolution 2016-018 as presented. Motion carried unanimously.

10. **Resolution 2016-019 Approving an Amendment to the Liquor Store Policy, Cash Drawer Variances**

Motion by Johnson, second by Bergley to approve Resolution 2016-019 as presented. Motion carried unanimously.

11. **Resolution 2016-020 Approving a Utility Rate Study with Northland Securities**

Motion by Johnson, second by Lundeen to approve Resolution 2016-020 as presented. Motion carried unanimously.

12. **Resolution 2016-021 Approving the Purchase of a 2016 Ford Interceptor Utility AWD Pursuit Vehicle.**

Bergley asked if this was the vehicle that had been approved for purchase in the budget. The Mayor indicated it was. Lorsung addressed the Council stating that, in this case, in the budget the vehicle was to be purchased directly out of City money; there is now forfeiture funds that will be used to offset the cost to the General Fund and taxpayers.

Motion by Johnson, second by Lundeen to approve Resolution 2016-021 as presented. Motion carried unanimously.

13. **Resolution 2016-022 Approving the Sale of the Forfeited 2001 Chevrolet S-10 Blazer at Public Auction**

Motion by Johnson, second by Bergley to approve Resolution 2016-022 as presented. Motion carried unanimously.

14. **Resolution 2016-023 to Consider Donation of Parcel in Redevelopment District No. 9**

Sullivan addressed the Council indicating that he had been in contact with the landowner of 100 Dahlin and they have indicated that they would like to donate the property to the City. Sullivan stated that there are a number of issues regarding this property that were uncertain (i.e. condition of the property, cost of demolition, whether there is asbestos or hazardous materials present); issues that would come with any purchase, demolition or repair of a property of this age. Sullivan stated he did not recommend repair. Sullivan did look into how the City handled the property at 30 Main Street, which is now Isanti Retail Meats, and was a re-development project that the City took action to make occur. That situation was very similar to this as the building was in disrepair and there were beginning to be some complaints on the property and the condition of the building has been reviewed and questioned. Sullivan asked the Council to consider moving along with this property in a similar way as that of 30 Main Street which would be to express to the landowner that the City does have interest in receiving the property as a donation. The City would then do its due diligence to ascertain what the City is obtaining. Sullivan indicated he would recommend doing things along the lines of a demolition survey, building walk-thru, and potentially a Phase 1 if desired. Sullivan noted that he is looking for some direction from the Council as to how to proceed. Sullivan stated that the property is within the City's downtown corridor, within TIF District No. 9 and at this time, there are

no dollars available within that District to fund some of the costs; however, if there were to be some dollars that would come up due to redevelopment or the increase in value within that district any costs that were incurred to acquire, demolish and prep the site would be eligible costs to reimburse. Thus, the City could set up a revolving loan fund that may or may not be refunded from that District.

The Mayor followed up with an overview and history of the situation. The Mayor asked Sullivan for the quote for the proposed due diligence which was $4,300 which includes a Phase 1 and demolition survey. Sullivan noted that the Resolution states an amount not exceed $5,000. If any hazardous issues were to be found, that would drive the demolition costs up to $30,000 as, for example, if asbestos were to be found that would need to be taken to an alternate landfill. Sullivan reiterated that he would not recommend repairing the building. Sullivan noted that redevelopment takes awhile; the City acquired 30 Main in 1997 and Retail Meats was not in place until 2008. That location did involve acquisition costs as well as a demolition. Sullivan remarked that the 30 Main Project was one of the first projects that the EDA was involved in and the Council put an allocation into EDA to work through that project.

Bergley asked if the Martial Arts group were still in the building to which the Mayor responded that they had moved as the building was not in usable condition. Sullivan stated that based on a discussion with the Building Department, unless repairs are done on the property, no one will be allowed to occupy the building.

Lundeen noted that the situation with the building has been on-going and confirmed Sean's assessment that it would be impractical to repair the building.

After confirming the resolution stipulated an amount for the due diligence not to exceed $5,000. The motion was made.

Motion by Johnson, second by Lundeen to approve Resolution 2016-023 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $596,750.00 and Payroll in the Amount of $99,385.64
2. Final Minutes of the December 8, 2015 Planning Commission Meeting
3. Final Minutes of the December 1, 2015 Economic Development Authority Meeting
4. Consider 2016 City Council Committee Meeting Schedule

Motion by Johnson second by Bergley to approve the consent agenda. Motion carried unanimously.

Adjournment

Motion by Johnson second by Lundeen to adjourn. Motion carried unanimously. Meeting adjourned at 8:09 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

MINUTES OF THE CITY COUNCIL
GOAL SETTING SESSION
CITY OF ISANTI
January 25, 2016

The meeting was called to order at 8:30 a.m.

Members Present: Mayor George Wimmer, Councilors Dan Collison, Steve Lundeen, Adam Johnson and Paul Bergley.

Members Absent: None.

Staff Present: City Attorney Clark Joslin as Facilitator, City Administrator Don Lorsung, Human Resources/City Clerk Karissa Henning, Finance Director Brenda Frechette, Liquor Store Manager John Jacobi, Economic Development Director Sean Sullivan, Community Development Director Roxanne Achman, Public Services Director Josi Wood, Police Chief Gene Hill, and City Engineer Brad DeWolf.

City Attorney Joslin welcomed the City Council and staff to the Goal Setting meeting.

City Attorney Joslin gave a brief introduction regarding the Goal Setting Session Agenda.

Overview of Prior Year Goals
Joslin reviewed the top goals from previous years and they were as follows:

2015

- Adopt a Long Range Revenue Plan
- Adopt Pavement Management and Utility Improvement Plans
- Complete a Utility Rate Study
- Create Joint Planning Advisory Board with City of Cambridge and Isanti Township - Comprehensive Planning
- Work on Sidewalk Infill on CSAH 23 and Heritage Boulevard
- Continue Marketing Plan and Economic Development Efforts to Diversify and Increase the Tax Base
- Maintain City and Development Standards

2014

- Police Chief Search - Internal Posting Process
- Change Sidewalk Snow Removal Policy
    - Formal Policy Change for Council Consideration
    - Purchase of new equipment
    - Hiring of one new full-time maintenance technician
    - Discontinue charging citizens for un-cleared sidewalks

- Create Joint Planning Meetings with Cambridge and Isanti Township - Compatible Land Usage/ Common Control Boundaries
- County Road 5 (Heritage Blvd) Traffic Study - Traffic Control/ Improvement
- Street Light Infill - Phased Plan for Budget Consideration
- Community Center Improvements / Parking Lot Improvements
    - Tie in Downtown Accessibly to City Hall/ Community Center through Downtown Parking Improvements, Access East of City Hall
    - Community Center Improvements
- Complete Implementation of City Website Improvements
- Continue Economic Development Efforts to Diversify and Increase the Tax Base
- Maintain City Standards

2013

- Community Center - Finalize Process/ Make it Financially Viable
- HRA Option - Evaluate
- CSAH 5 Aesthetic Standards / Traffic Flow Evaluation
- City Website Update
- Maintain City Standards
- Utility Billing - Pursue In House Billing
- Continue Economic Development Efforts to Diversify and Increase the Tax Base

2012

- Community Center Review – Citizen Task Force
- Capital Replacement Fund – Review Reserves
- Utility Billing Review and Recommendation
- CSAH 5 – Traffic and Congestion Issues
- Main Street Traffic Issues
- Continue Economic Development – Diversify and Increase Tax Base

Mayor Wimmer did note that the 2011 community meeting minutes and staff memo is also within the goal setting agenda packet. Mayor Wimmer indicated there were two community meetings held in 2015 to review the pavement and utility management plans; however, there were no citizens present at either meeting.

Mayor Wimmer reported that the City is on track from a financial standpoint. The City is building its fund reserve back up. It is recommended by the City's auditors that that City maintain minimally a 50% fund balance. Maintaining a 50% fund balance helps the City receive better bond ratings. Mayor Wimmer emphasized the importance of maintaining a 50% fund balance as the City will need to bond for upcoming street improvement projects.

Mayor Wimmer shared with the Council that he anticipates seeing savings in utilities as a result of the 2016 utility rate study.

Mayor Wimmer explained the City's financial plan has been reviewed at other City Council meetings and that once the numbers have been finalized from the 2015 audit, the financial plan will be updated.

There was discussion from the Council on bringing in the 108 unit apartment building to the northeast corner of Isanti; this should attract developers.

There was discussion on the asset management and pavement plans.

The Mayor indicated that he is going to try to hold more informal meetings with the public and business community. He will be trying to start up 'Coffee with the Mayor' for those interested in discussing City matters and providing him with their input. This is in attempt to receive a wider range of input from all citizens and business owners.

Review of 2016 Projects/ Goals

a. 2016 Elections – Dual Polling Locations

Mayor Wimmer indicated that as required by the County, the City is splitting into two polling precincts.

Lorsung explained that the City's two precincts would be divided by a line on the centerline of Heritage Boulevard that extends from the City's western boundary to its intersection with Hwy. 65. From there, the line extends south on the centerline of Highway 65. Precinct one would be at City Hall and serving those to the south of heritage, west of 65; precinct two would be at the Isanti Community Center, serving those to the north of heritage, east of 65.

b. EDA Marketing Plan

The City Council briefly reviewed the EDA marketing plan. More information will be provided once Sullivan is able to get final numbers. There was discussion on the more the City can do at the City level for businesses, the more likely the City is to bring businesses in. Credit was given to the development team for their great work in 2015.

c. Hotel Project

In review of past studies, having a hotel in Isanti is viable. However, the success of being able to bring a hotel to the City of Isanti may be contingent upon the City's level of involvement in a hotel project. There are three different ways the City could be involved in a hotel project: 1) wholly fund a hotel 2) partial ownership in a hotel 3) providing as many financial incentives as possible for a business interested in doing a hotel project. The Mayor noted that he believes a hotel will come in the next three to five years - into the area - however, 'area' does not necessarily mean a hotel will come to Isanti. The Mayor asked the Council if they would like to consider having any City ownership stake in a hotel.

Bergley mentioned he would be willing to look at partial City ownership with intent to sell to a private business.

Johnson concurred that he would be in favor of a hotel and some level of City involvement.

Lundeen noted he does not believe a City should own any business.

Collison made comment that he would be in favor of looking into a hotel and potential levels of City involvement, but would also want to see an end to the City's involvement; a hotel should not remain under City ownership.

Mayor Wimmer informed the Council that from a dollars and cents standpoint, it looks better to have whole ownership of a hotel versus partial. The Mayor continued to state though that he understands it is a big question as to whether or not a government entity should be involved in a hotel, and that is what the Council will need to decide.

Sullivan reviewed some tax advantages of having a hotel in the City of Isanti.

There was direction for Sullivan to gather more information regarding a hotel in Isanti and review with the EDA.

d. Hockey Rink Capital Improvements

Mayor Wimmer reported that the Youth Hockey Association is no longer able to maintain or assist in maintaining the hockey rink. The current rink is in bad shape. There was discussion on moving the hockey rink and pleasure rink to the south of the BMX building, placing a liner on the ground and using wooden boards for the rink. This way, citizens using the rinks can be closer to the BMX warming house, and the wooden boards can be taken down in the summer. Doing this would be a lot less expensive than reserving funds to build a new hockey rink. A new hockey rink could cost between $30,000 and $50,000 dollars.

There was discussion in regards to citizens using the rink and concerns regarding parking lot space for BMX.

There was discussion in regards to more storage being needed for public works and the police department. Having wooden boards on the rinks would mean another thing public works would need to store in the off-season.

Mayor Wimmer stated he wanted the Council to be aware of this as it is something the Park, Recreation, and Culture Board will be looking at.

e. 5th Street NE Road Extension

There was discussion on finding outside funding options for this extension.

f. New City Councilmember Orientation

Staff will be preparing a new City Councilmember orientation process and packet for new members. Councilmembers are to reach out to staff if they have any suggestions on how to make the onboarding process for new Councilmembers better. An orientation packet will come back to the Council for review.

g. City Comprehensive Plan Update

The Mayor indicated doing a comprehensive plan could easily cost $50,000. There was discussion with staff on the best process for doing a comprehensive plan. Staff requested Council consideration of a facilitator to assist staff through the process and gathering data. Staff is to

bring back to City Council timelines for 2017 GIS needs and for a 2018 comprehensive plan update.

h. 2016 Collective Bargaining

Staff reported that the collective bargaining process will begin in late summer. As in the past the City Attorney and staff will be assisting with negotiations. It is anticipated that notices to bargain will be received in early to mid-fall and negotiations will take place in mid to late fall.

i. Department Head Salary Review

Mayor Wimmer stated that the City pays considerably less than other cities for department head positions. He would like to see a $5,000 increase for all department head positions. Mayor Wimmer added that City staff is incredibly efficient; overall the City's administrative costs are 30-40% less than peer groups. There was discussion amongst Council about staff members wearing many hats and being great at what they do.

j. City Staffing Plan

Mayor Wimmer noted he would like to have a City staffing plan laid out and approved by Council so staff members can see how the Council foresees positions and departments growing. The Council agreed with this and felt doing so would empower staff and create commitment from staff members - as they can know that their positions or departments will grow over time.

k. Purchasing Discretion – Finance Committee

Mayor Wimmer and Lorsung explained that a purchasing timeline for staff can at times take multiple weeks due to needing Council approval. The Mayor would like the Finance Committee to have the ability to allow smaller budget items be approved at the Committee level versus bringing it back to Council to save staff time.

l. Isanti Liquor Tastings Event - ICC

There was consensus among the Council that Isanti Liquor should hold its tastings in Isanti. Last year the annual liquor tasting event (hosted by the Chamber of Commerce) was held in Cambridge. The Council discussed the idea of holding an Isanti Liquor Store tasting and was in favor of it. The Liquor Committee will be working on this.

With the City Council's guidance, staff will direct all goals and action items discussed to the appropriate Committees for consideration.

Adjournment

Meeting adjourned at 10:55 a.m.

Respectfully submitted,

Clark A. Joslin, Facilitator
Isanti City Attorney

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: February 2, 2016

Subject: A Resolution Approving Funding and Special Event Request for the Two Cities, One Community Event Hosted by Isanti and Cambridge

---

Background

The Cities of Isanti and Cambridge hosted the first Two Cities, One Community event on October 3, 2015. The event included a 5K Walk/Run and Family Bike ride that started at the north end of the Cambridge-Isanti Bike/Walk Trail in Cambridge. There were 50 registered participants for both the run/walk and bike ride. Also included in the event was a wellness fair at Bluebird Park with an address from both mayors and family activities provided by local businesses and organizations. Cambridge hosted an ice cream social, ribbon cutting ceremony at their new pavilion, and live music.

In an attempt to increase visibility and attendance for this event, staff has recommended changing the date for the 2016 event to September 10. The City of Cambridge has agreed to this change.

In 2015, the costs of the event were split 50/50 between the Cities of Cambridge and Isanti. Isanti's contribution was provided through EDA funds. The City of Cambridge contributed $2425.00 in 2015, and the City of Isanti contributed $2425.00 plus Public Works time.

Staff Request

Staff is requesting that City Council approve the Two Cities, One Community event application for September 10, 2016. Additionally, staff is requesting that Isanti's contribution to the event budget come from EDA funds in the amount, not to exceed, $2425.00 plus Public Works time anticipated to be $300.00.

Attachments

- Resolution No. 2016 – XXX – PARKS – A Resolution Approving Funding and Special Event Request for Two Cities, One Community Event Hosted by Isanti and Cambridge
- Approved Special Event Permit Application
    - Application Form
    - Release and Indemnification Agreement
    - Site Plan
    - Vendor application
    - Sample Liability Waiver

RESOLUTION 2016-

A RESOLUTION APPROVING FUNDING AND SPECIAL EVENT REQUEST FOR TWO CITIES, ONE COMMUNITY EVENT HOSTED BY ISANTI AND CAMBRIDGE

WHEREAS, the City of Isanti and City of Cambridge will be hosting a joint event "Two Cities, One Community" which will consist of a 5K, Run/Walk/Bike and wellness fair on September 10, 2016; and

WHEREAS, the event will promote and bring awareness to the great network of park systems the City of Isanti has to offer to our residents and those looking to relocate to our community; and,

WHEREAS, the event is designed to bring commerce to Isanti, provide recreational opportunities, promote healthy lifestyles and enable the communities to market themselves to residents and potential investors; and

WHEREAS, the event will take place beginning at the Park 'n' Ride in Cambridge and follow the Cambridge-Isanti Bike/Walk Trail into Bluebird Park; and,

WHEREAS, vendors, food and non-food, and proposed activities including a climbing wall and bouncy house will be placed in the grassy area of Bluebird Park; and,

WHEREAS Parking for the Isanti event portion will be within the Bluebird Park parking lots; and,

WHEREAS, Public Works and volunteers will clean up after the event; and,

WHEREAS, a public addressing system and possible music will be located on the Bluebird Park grounds for the event; and,

WHEREAS, City of Cambridge has given approval to use the Bike/Walk Trail and is jointly planning and funding the event; and,

WHEREAS, staff will submit a final site plan to be reviewed by all departments who approved the Special Event Application after working with Public Works to determine the best location of activities and vendors within Bluebird Park; and,

WHEREAS, staff is requesting the $100 clean-up deposit fee and sign permit fee to be waived; and,

WHEREAS, total expenditures for this event will not exceed $5,450.00 and funding for this event will be shared with a 50/50 split between the City of Isanti and the City of Cambridge; and,

WHEREAS, funding for the City of Isanti's portion for this event will be from EDA in the amount, not to exceed, $2725.00.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve funding from the Isanti EDA and the above stated actions of the "Two Cities, One Community" event to held September 10, 2016 with the following conditions:

- EMS and/or Police Reserves will be provided by event holder to be on site for the entire event.

- The required clean-up and sign permit fee will be waived.
- Staff will receive site plan approval prior to the event.
- The Cambridge-Isanti Bike/Walk Trail will remain open for public use during the event.

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 2nd day of February, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: January 14, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Cities of Isanti and Cambridge

Contact Person: Katie Everett

Address: 110 1st Ave NW, P.O. Box 428

City: Isanti State: MN Zip: 55040

Phone: 763 - 444 - 5512 Fax: 763 - 444 - 5560 Cell: 763 - 772 - 5856

E-mail: isantiparks@cityofisanti.us

Secondary Contact Person: Marcia Westover

Address: 300 3rd Ave NE

City: Cambridge State: MN Zip: 55008

Phone: 763 - 552 - 320[illegible] Fax: 763 - 689 - 680[illegible] Cell: - - E-mail: mwestover@ci.cambridge.mn.us

EVENT INFORMATION

Date(s) of Event: September 10, 2016

Hours of Event: 8am - 5pm

Type of Event: Two Cities, One Community w/ City of Cambridge

If additional space is needed, use blank page at the end of this document:

Description of the Event:

Beginning in Cambridge, utilize the CI Bike/Walk Trail for a 5K walk/run/bike. Wellness fair at Bluebird Park (and activities in Cambridge City Park).

List of Activities: 5K walk/run/bike on Bike/Walk Trail, climbing wall and bounce house in Bluebird park. Wellness Fair: vendors with games, activities and giveaways.

Proposed Location of the Event (be specific): Cambridge-Isanti Bike/Walk Trail and Bluebird Park

Estimated Number of People in Attendance (includes staff, participants, and spectators): 200-300

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

X — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

X — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail: Parking is available in Bluebird Park lots. There may be a shuttle taking people back to their vehicles in Cambridge.

X — Special Signage (Temporary Sign Permit Application will also be required) – Describe: Banners will be hung before the event and directional signage will be used

N/A — Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

X — Vendors will be present at the event (Attach information to the Application)

X — Tents, equipment, amusement rides, etc.
Size: 10'x10'station on bike/walk trail for water/first aid;
Location: Vendors may bring tents to bluebird park

X — Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:
EMS should be available for the 5K - this will be worked out in collaboration with the City of Cambridge at a later date.

N/A — Fireworks

N/A — Street Closure – if yes, what streets:

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

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

X — Clean-up Plans – Describe in detail:
Public works and volunteers will clean up Bluebird Park and the Bike/Walk Trail at the end of the event.

X — Live entertainment – Describe in detail: There may be music played during the wellness fair

X — Will any other public addressing system or sound amplification be used? If so, describe: Race winners will be announced at the Bluebird Park pavilion.

N/A — Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

X — If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? There will not be tickets sold for this event. The event is free and open to the public.

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

APPLICANT SIGNATURE

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

Applicant Signature: Katie Everett Digitally signed by Katie Everett Date: 2016.01.14 10:56:42 -06'00'

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

5K run/walk/bike and vendor fair with climbing wall, bounce house, and vendor activities

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

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

(Special Events Holder Initials Here) KE

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

Participant Release and Indemnification required? YES ☑ NO___

(Special Events Holder Initials Here) KE

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

(Special Events Holder Initials Here) KE

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

(Special Event Holder Initials Here) KE

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

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

City of Isanti

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

Name Katie Everett

Title Community Events and Parks Coordinator

Signature Katie Everett Digitally signed by Katie Everett Date: 2016.01.14 10:59:32 -06'00'

Date 1/14/16

OFFICE USE ONLY

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

Fire Chief
X Approved _____ Denied _____ N/A Signature: Email approval (attached)

Police Chief
X Approved _____ Denied _____ N/A Signature: Email approval (attached)

Public Services Director
X Approved _____ Denied _____ N/A Signature: Joni Wood

Community Events & Parks Coordinator
X Approved _____ Denied _____ N/A Signature: Kate Everett

Community Development Director
X Approved _____ Denied _____ N/A Signature: Roxanne M Sele

City Administrator/City Clerk
X Approved _____ Denied _____ N/A Signature: _____

City Council
_____ Approved _____ Denied

Date of Review: _____

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

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, January 14, 2016 3:20 PM
To: Isanti Parks
Subject: RE: Two Cities Special Event Permit

Isanti Fire reviewed and approves the September 10th Two Cities One Community event as proposed. Al Jankovich | Fire Chief

We will be there! Thanks Katie.

Al

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, January 14, 2016 3:04 PM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Two Cities Special Event Permit

Hello,

I've attached the special event permit for the Two Cities, One Community event for 2016. The biggest change is that this year the event will be held September 10th instead of in October. As of today, the event activities will still be the same. We will work with the City of Cambridge to provide Reserves as EMS for the 5K again, but if that changes I will let you know right away.

We do not have any special requests for Isanti Fire District services, but would love your presence at the Wellness Fair in Bluebird Park again (those details will all be figured out at a later date).

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Isanti Parks

From: Chief Gene Hill
Sent: Thursday, January 14, 2016 3:14 PM
To: Isanti Parks; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org)
Subject: RE: Two Cities Special Event Permit

APPROVED

Respectfully,

Gene C. Hill
Chief of Police
Emergency Management Director
Isanti Police Department
PO Box 428
401 First Ave NW
Isanti, Mn. 55040
763.444.4761 Office
763.444.4868 Fax

From: Isanti Parks
Sent: Thursday, January 14, 2016 3:04 PM
To: Chief Gene Hill; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org)
Subject: Two Cities Special Event Permit

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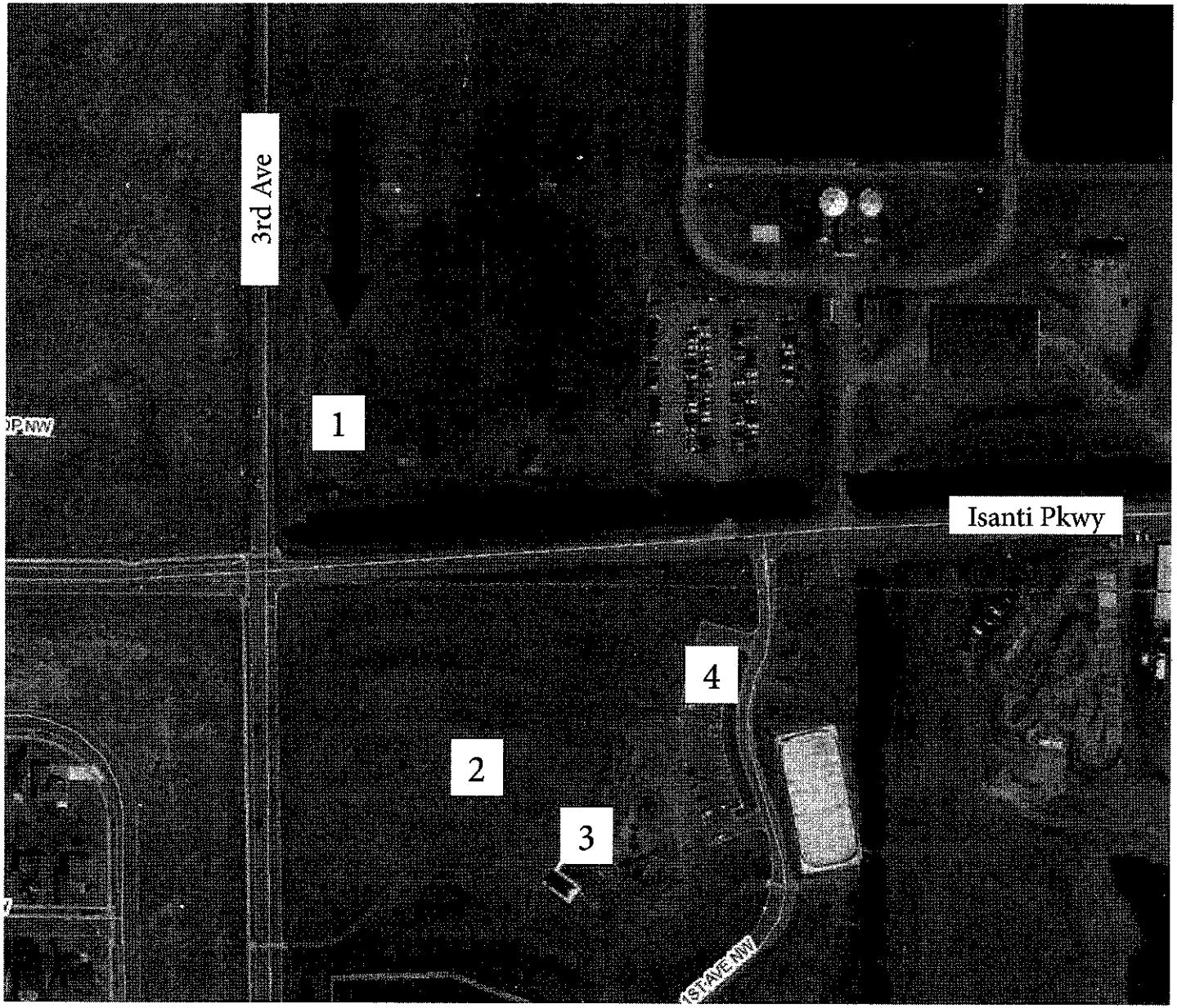
Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512



Two Cities, One Community
Event Map

1. 5K Finish Line
2. Bluebird Park - Wellness Fair
3. Pavilion - PA System
4. Event Parking

5K Route (Bike/Walk Trail)

Two Cities, One Community Event

An event in two cities connected by the
Cambridge-Isanti Bike/Walk Trail

WELLNESS + RECREATION

2016 Vendor Application
Outdoor Event
September 10, 2016

NAME OF EXHIBITOR/ BUSINESS_____

CONTACT NAME_____

ADDRESS_____

CITY_____STATE_____ZIP_____

BUSINESS PHONE_____CELL_____

EMAIL_____

BOOTH: There is no charge for vendors. Instead, we are asking that you either offer a give-away, craft or a kid-friendly game at your booth.

Please tell us what you will be offering:

Game:_____

How much extra space do you need_____

Give-away:_____

Craft:_____

Putting an item in Goody Bag: **Yes** **No**

Setup can begin as early as 8:00am. Please be setup in your designated area* by 9:00am

Waiver of Liability Responsibility Indemnification—to the extent permitted by law, participant hereby agrees to protect, indemnify, defend and hold harmless the City of Isanti, City of Cambridge, City employees, agencies, insurers and volunteers against all claims, losses or damages to persons or property and costs arising out of or connected with the event associated with the Downtown Isanti Street Dances, including, but not limited to: set-up, removal, maintenance, occupancy or use of the property, the City of Isanti and its affiliates.

Authorized Signer for Business_____

Title_____ Date_____

VENDOR INFORMATION:

- The vendor fair will be in the grassy area of Bluebird Park in Isanti. *A layout map will be sent prior to event.
- Waiver of Liability must be signed (this form).
- Vendor hours are 9:00am to ~1:00pm.
- You must bring your own tent, table , chair
- You will be given a 10'x10' space but there will be extra room to accommodate your game—please notate how much space you will require.
- If you are planning on selling anything, you must get pre-approval.
- If you are not offering a give-away, game or craft, please contact us to pay a vendor booth fee.
- All vendors must comply with loading/ unloading and parking rules. This info will come prior to 1 week of the event.
- This is an outdoor event and will take place rain or shine.
- The vendor fair is part of a larger event. If you would like to get involved in other areas, we would love your extra support.
- Space is limited, please let us know if you will be participating **no later than August 31**.

A Community For Generations.
Isanti

Send this form to: City of Isanti, Attn: Katie Everett,
PO BOX 428, Isanti, MN 55040 or
isantiparks@cityofisanti.us
If you have questions, please contact Katie Everett
(763) 444-5512 isantiparks@cityofisanti.us

The City reserves the right to accept or deny vendors.

CAMBRIDGE
Minnesota's Opportunity Community℠

To all 5K and Bike Participants

I hereby assume the risk of accidental injury, and I hereby waive any liability from accidental injury resulting from participation in event activities and waive any liability claims against the City of Isanti, City of Cambridge, event coordinators or volunteers or any other persons or entities assisting in the event in any way.

Print Name	Signature

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: February 2, 2016

Subject: A Resolution to Approve the Park Name River Bluff Preserve for the 38-Acre Parkland Located in Rum River Meadows Outlot D

Background:
The City of Isanti has acquired, at no cost, 38 acres from the Minnesota Department of Natural Resources within Rum River Meadows – Outlot D (PID#16.095.0500) and has received permission to develop a park on the parcel. The City Council approved funding to develop the park in 2016 at the January 19, 2016 meeting. Development plans include a community garden and trails to the Rum River with fishing access.

In an effort to promote and to increase visibility of the park, the City is requesting that the 38-Acre Park Parcel be named. The City has worked to create a name that is meaningful and reflects the natural features of the park. The recommendation for the park name is ***River Bluff Preserve.***

Staff Request:
Staff is requesting City Council adopt the resolution to name the 38 Acre Park Parcel "River Bluff Preserve."

Attachment:
- Resolution 2016 - XXX

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING THE PARK NAME RIVER BLUFF PRESERVE FOR THE 38-ACRE PARKLAND LOCATED IN RUM RIVER MEADOWS OUTLOT D

WHEREAS, the City of Isanti acquired parcel 16.095.0500, referred to as the 38 Acre Lot within Rum River Meadows Outlot D, from the Department of Natural Resources; and,

WHEREAS, the objective is to have a name that is meaningful and refers to the natural features of the park; and,

WHEREAS, it is recommended that the 38-Acre Parkland lot be named River Bluff Preserve;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to approve the new park name of **River Bluff Preserve** for the 38 Acre parkland (Outlot D) located within Rum River Meadows.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

K.3.

MEMO

TO: Mayor Wimmer & City Council

FROM: Clark Joslin, City Attorney
Don Lorsung, City Administrator

DATE: January 26, 2016

RE: Approval of 2016 City Goals

The City Council met on Monday, January 25, 2016 at a Goal Setting Workshop to review past and present goals of the City Council and to establish goals for the year 2016. The attached resolution / attachment outlines the goals that were established at that meeting and establishes tasks and responsibilities regarding implementation of the goals. The major goals for 2016 are as follows:

1. 2016 Elections – Implement Polling Places
2. Adopt New EDA Marketing Plan
3. Hotel Project Options
4. Fifth Street NE Extension – Develop Funding Options
5. New City Councilmember Orientation
6. City Comprehensive Planning Update
7. 2016 Collective Bargaining
8. Department Head Salary Review
9. City Staffing Plan
10. Purchasing Discretion
11. Isanti Liquor Tastings Event
12. Railroad Avenue Sidewalk
13. Continue Marketing Plan and Economic Development Efforts to Diversify and Increase the Tax Base
14. Maintain City and Development Standards

RESOLUTION NO. 2016-

RESOLUTION APPROVING GOALS FOR YEAR 2016

WHEREAS, annually the City Council sets goals for the current year; and

WHEREAS, City Council met on January 25, 2016 to establish goals for year 2016; and

WHEREAS, goals for year 2016 were established which include the following items:

1. 2016 Elections – Implement Polling Places
2. Adopt New EDA Marketing Plan
3. Hotel Project Options
4. Fifth Street NE Extension – Develop Funding Options
5. New City Councilmember Orientation
6. City Comprehensive Planning Update
7. 2016 Collective Bargaining
8. Department Head Salary Review
9. City Staffing Plan
10. Purchasing Discretion
11. Isanti Liquor Tastings Event
12. Railroad Avenue Sidewalk
13. Continue Marketing Plan and Economic Development Efforts to Diversify and Increase the Tax Base
14. Maintain City and Development Standards

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

1. Approve year 2016 goals and assign the 2016 goals for completion; as per Attachment A.

This resolution was duly adopted by the Isanti City Council this 2nd day of February 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

ATTACHMENT A

2016 Isanti City Council Goals

1. 2016 Elections – Implement Polling Places
    a. HR/City Clerk Karissa Henning, City Administrator Don Lorsung
2. Adopt New EDA Marketing Plan
    a. EDA (Mayor Wimmer, Economic Development Director Sean Sullivan)
3. Hotel Project Options
    a. EDA (Mayor Wimmer, Economic Development Director Sean Sullivan, and Community Development Director Roxanne Achman)
4. Fifth Street NE Extension – Develop Outside Funding Options
    a. EDA (Economic Development Director Sean Sullivan)
5. New City Councilmember Orientation
    a. City Council, Personnel Committee (HR/City Clerk Karissa Henning, City Administrator Don Lorsung)
6. City Comprehensive Planning Update
    a. City Council, DOAC (Community Development Director Roxanne Achman, Economic Development Director Sean Sullivan, HR/City Clerk Karissa Henning, and City Administrator Don Lorsung). (Timelines 2017 GIS and 2018 Comp. Plan Update)
7. 2016 Collective Bargaining
    a. City Council, Personnel Committee (City Attorney Clark Joslin, HR/City Clerk Karissa Henning, and City Administrator Don Lorsung)
8. Department Head Salary Review
    a. City Council, Personnel Committee (HR/City Clerk Karissa Henning, City Administrator Don Lorsung)

9. City Staffing Plan

    a. City Council, Personnel Committee (HR/Karissa Henning, City Administrator Don Lorsung)

10. Purchasing Discretion

    a. City Council, Finance Committee (Finance Director Brenda Frechette, City Administrator Don Lorsung)

11. Isanti Liquor Tastings Event

    a. City Council, Liquor Committee (Liquor Store Manager John Jacobi, Public Services Director Josi Wood)

12. Railroad Avenue Sidewalk

    a. City Council, Public Works Committee (Public Services Director Josi Wood, City Engineer Brad DeWolf, and City Administrator Don Lorsung)

13. Continue Marketing Plan and Economic Development Efforts to Diversify and Increase the Tax Base

    a. City Council and EDA (Economic Development Director Sullivan)

14. Maintain City and Development Standards

    a. City Council, DAC Committee (Community Development Director Roxanne Achman)

** Unless indicated, timelines will be set by the Committee working on the goal. In some cases the timeline is on-going.

A Community For Generations.
Isanti

K.4.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: February 2nd, 2016

Subject: Resolution Approving a Request from IRET Properties for an Extension of the Final Plat of Fairway Greens Phase 8.

Background

The applicant had received Final Plat Approval on February 17th, 2015 by Resolution No. 2015-030. In June 2015, IRET Properties requested an extension of the plat by one year from the date the plat was approved by City Council. The extension was granted through Resolution No. 2015-137 until February 17th, 2016.

At this time IRET is requesting their second, and final, one year extension of the plat. The applicant is requesting to extend the plat filing date to February 2nd, 2017. Per Ordinance No. 536, a plat may be extended twice for up to one year each time.

As per Ordinance No. 536:

> "Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider."

Staff Request

Staff is requesting Council action on this item.

Attachments

- Resolution No. 2016-XXX
- Resolution No. 2015-030 Final Plat Approval
- Resolution No. 2015-137 Granting 1st Extension
- Letter Requesting Extension for the Final Plat for Fairway Greens Phase 8 dated January 13, 2016

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A FINAL ONE-YEAR EXTENSION FOR THE FINAL PLAT FOR FAIRWAY GREENS PHASE 8 AS REQUESTED BY IRET PROPERTIES

WHEREAS, IRET Properties received Final Plat Approval (Resolution No. 2015-030) for Fairway Greens Phase 8 on February 17th, 2015; and,

WHEREAS, the Final Plat must be recorded with the Isanti County Recorder's Office within 120-days of the date of approval; and,

WHEREAS, the deadline for the recording of the Final Plat was June 17th, 2015; and,

WHEREAS, the first filing extension was granted on June 2, 2015 through Resolution No. 2015-137 to extend the filing deadline until February 17th, 2016; and,

WHEREAS, Ordinance No. 536, Article 6 Final Plat (I) establishes a process for an extension request which allows for up two filing extensions not to exceed one year for each extension; and,

WHEREAS, IRET Properties has requested in writing a second one-year / twelve month extension for the Final Plat for Fairway Greens Phase 8; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the request for an Extension for the Final Plat for Fairway Greens Phase 8 is hereby approved with the following condition:

1. The extension for the Final Plat for Fairway Greens Phase 8 would expire on February 2nd, 2017. (twelve month extension).

Adopted by the Isanti City Council on this 2nd day of February 2016.

Attest: Mayor George Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2015-030

A RESOLUTION APPROVING THE FINAL PLAT OF FAIRWAY GREENS PHASE 8, LEGALLY DESCRIBED AS OUTLOT A, FAIRWAY GREENS PHASE FIVE

WHEREAS, Investors Real Estate Trust, Properties (IRET), has made application for Final Plat Approval for Fairway Greens Phase 8; which is legally described as Outlot A, Fairway Greens Phase Five, Isanti County, Isanti, Minnesota; and,

WHEREAS, the Isanti Planning Commission conducted a public hearing on the Final Plat on February 10th, 2015; and,

WHEREAS, all required public notices regarding the public hearing were posted and sent; and,

WHEREAS, the Isanti Planning Commission had recommended approval of the requested Final Plat based upon the Findings of Fact and Conclusion as presented with conditions; and,

WHEREAS, the City Council reviewed the Final Plat request at its meeting on February 17th, 2015; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that it adopts the Findings of Fact and Conclusion related to the requested Final Plat and **BE IT FURTHER RESOLVED** that the requested Final Plat Approval from IRET, be approved with the following conditions:

1. Final approval and recording of the Development Agreement between IRET and the City of Isanti.

2. Revisions to the Final Plat based on the comments outlined in Bolton &Menk, Inc.'s comments dated February 4, 2015, shall be completed prior to its recording.

3. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.

4. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

Adopted by the Isanti City Council on this 17th day of February 2015.

Attest:

Donald C. Lorsung
City Administrator/City Clerk

Mayor George A. Wimmer

(SEAL)

RESOLUTION NO. 2015-137

A RESOLUTION APPROVING A ONE-YEAR EXTENSION FOR THE FINAL PLAT FOR FAIRWAY GREENS PHASE 8 AS REQUESTED BY ANDY MARTIN ON BEHALF OF IRET PROPERTIES

WHEREAS, Andy Martin, on behalf of IRET Properties had received Final Plat Approval (Resolution No. 2015-030) for Fairway Greens Phase 8 on February 17th, 2015; and,

WHEREAS, the Final Plat must be recorded with the Isanti County Recorder's Office within 120-days of the date of approval; and,

WHEREAS, the deadline for the recording of the Final Plat is June 17th, 2015; and,

WHEREAS, Ordinance No. 536, Article 6 Final Plat (I) establishes a process for extension requests for a Final Plat; and,

WHEREAS, Andy Martin, on behalf of IRET Properties, has requested in writing a one-year / twelve month extension for the Final Plat for Fairway Greens Phase 8; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the request for an Extension for the Final Plat for Fairway Greens Phase 8 is hereby approved with the following condition:

1. The extension for the Final Plat for Fairway Greens Phase 8 would expire on February 17th, 2016. (twelve month extension).

Adopted by the Isanti City Council on this 2nd day of June 2015.

Attest: Mayor George Wimmer

Donald C. Lorsung, City Administrator/City Clerk

(SEAL)

IRET PROPERTIES

January 13, 2016

Ms. Roxanne Achman
Community Development Director
City of Isanti
110 – 1st Ave. NW
P.O. Box 428
Isanti, MN 55040

Re: Fairway Greens Phase 8/Evergreen Apartments, petition to extend the Plat approval for one year.

Dear Ms. Achman,

We previously received City Council approval of the Plat for the Fairway Greens Phase 8/Evergreen Apartment project in Isanti.

Recently we received approval of our request for the extension of the Project's Amended Conditional Use Permit by the Planning Commission and that request has been forwarded to the City Council for their consideration for approval. In your November email to Andy Martin you outlined Isanti's process for requesting an extension of the approvals on the project and, accordingly, we respectfully request an extension of the Plat approval for one year.

We are excited about and remain committed to developing our new 108 unit apartment project in Isanti and are looking forward to beginning construction of the project this year.

Please call me if you would like to discuss this in further detail.

Sincerely,

Paul Reinke
Director of Development and Construction
O: 952-401-4828
C: 651-402-7965

Cc Andy Martin, Senior Vice President - IRET Properties
Dave Pankow, Vice President - IRET Properties

A Community For Generations.

Isanti

K.5.

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Brenda Frechette, Finance Director

Date: January 21, 2016

Subject: Consider Resolution Approving a Computer Software Purchase Agreement with Civic Systems, LLC

Background:

The City of Isanti is currently using Civic Systems Caselle Clarity Utility Billing and Cash Receipting modules and is in the process of scheduling for conversion and implementation for General Ledger, Accounts Receivable, Accounts Payable, Payroll and Fixed Asset modules.

The 2016 Budget of the City of Isanti includes funding in the amount of $30,000 ($18,000 in 101-42401-500, $9,000 in 101-42402-500 and $3,000 in 101-41910-500) to purchase the Building Permits and Code Enforcement modules.

The attached Computer Software Purchase Agreement detail the costs of the software, conversion, training, on site assistance, and annual support to be provided by Civic Systems.

Finance Committee has reviewed the attached Computer Software Purchase Agreement and is recommending the approval of the contract at a cost not to exceed $25,400, plus annual support and travel costs associated with the conversion, training, and on site assistance.

Current Action:

Consider Resolution Approving a Computer Software Purchase Agreement with Civic Systems, LLC

Attachments:

Resolution Approving a Computer Software Purchase Agreement with Civic Systems, LLC
Civic Systems, LLC Computer Software Purchase Agreement

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A COMPUTER SOFTWARE PURCHASE AGREEMENT WITH CIVIC SYSTEMS, LLC

WHEREAS, the current Building Permit software is not meeting the needs of the City; and

WHEREAS, the City of Isanti is currently using Civic Systems Caselle Clarity modules that would interface with the Building Permit and Code Enforcement module; and

WHEREAS, the 2016 Budget of the City of Isanti includes funding in the amount of $30,000 ($18,000 in 101-42401-500, $9,000 in 101-42402-500, and $3,000 in 101-41910-500) to purchase the Building Permit and Code Enforcement modules;

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

1. The City Council hereby approves the Computer Software Purchase Agreement with Civic Systems, LLC at a cost not to exceed $25,400, plus annual support and travel costs associated with the conversion, training, and on site assistance.

2. The City Council authorizes the City Administrator to sign all necessary documents related to the agreement with Civic Systems, LLC.

This Resolution was duly adopted by the Isanti City Council this 2th day of February 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk
(SEAL)

Software Purchase Agreement

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398

City of Isanti
110 1st Ave NW
Isanti, MN 55040

You agree to purchase the software and services detailed below and Civic Systems, LLC agrees to provide them. **50% is due upon execution of the contract and the remaining 50% of the contract is due at training.** The information provided in this proposal is valid for 60 days from date of issue.

INVESTMENT SUMMARY

License Fees	$	
• 3 Additional Concurrent Licenses (7 total Clarity Licenses)		6,000
• Building Permits		8,000
• Code Enforcements		3,000
Setup and Conversion from UB Estimate		4,800
• 32 HRs @ $150/HR		
Training		3,600
• 3 Days @ 1,200/Day		
Total Investment	**$**	**25,400**
Annual Support	**$**	3,300
Less: Discount		(500)
ANNUAL SUPPORT INCREASE	**$**	**2,700**

*Above amounts do not include travel costs.

SIGNATURE AGREEMENT

The signatures below indicate each party's acceptance of this agreement.

CITY OF ISANTI

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____

K.6.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: February 2, 2016

Subject: Resolutions to Accept Quotes for the 38 Acre Parkland Dock and Fence

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Background:
At the January 19, 2016 City Council meeting, development of the 38-Acre Parkland into a park including walking trails, fishing access and a community garden was approved. Bids have been received for a roll-in dock system and the community garden fence.

Roll In Dock System:
Three bids have been received for 8' wide docks with railings and two benches. Estimates from each company are attached.

Bidder Name	Total Bid
Performance Dock and Lift	$11,254.00
Fish Lake Dock and Lift	$9,662.00
Portadock	$12,984.00

Community Garden Fence:
Through discussions with the MN DNR and with other community garden managers, it has been determined that an 8' woven wire fence will be adequate for control of deer and other wildlife. Two bids have been received:

Bidder Name	Total Bid
Arrow Fence	$8,240.00
Century Fence	$8,875.00

Finance Committee Recommendation:
The finance committee reviewed the bids for both projects. The committee recommends Performance Dock and Lift for the roll in dock system and Century Fence for the community garden fence are in the best interest of the project and for the City.

Attachments:
- Resolution 2016 - XXX - PARKS – Accept 38 Acre Dock Bid
- Resolution 2016 - XXX - PARKS – Accept Community Garden Fence Bid

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING BID FOR THE DOCK SYSTEM AT THE 38-ACRE PARK

WHEREAS, City Council authorized the development of the 38-Acre Park on January 19, 2016; and

WHEREAS, pursuant to a request for bids by city staff for an 8' wide roll in dock system, the following bids were received:

Bidder Name	Total Bid
Performance Dock and Lift	$11,254.00
Fish Lake Dock and Lift	$9,662.00
Portadock	$12,984.00

WHEREAS, the Finance Committee has reviewed the bids received and has recommended the purchase of the Floe dock system from Performance Dock and Lift;

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

1. To accept the bid for the purchase of the dock system from Performance Dock and Lift.
2. Authorize the Public Services Director and Community Events Coordinator to sign the required documents for the purchase of the fence.
3. Authorize payment, if necessary, at time of services and prior to inclusion on the Accounts Payable listing.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING BID FOR THE INSTALLATION OF THE COMMUNITY GARDEN FENCE

WHEREAS, City Council authorized the development of the 38-Acre Park on January 19, 2016; and

WHEREAS, pursuant to a request for bids by city staff for the installation of an 8' woven wire fence for the community garden, the following bids were received:

Bidder Name	Total Bid
Arrow Fence	$8,240.00
Century Fence	$8,875.00

WHEREAS, the Finance Committee has reviewed the bids received and has recommended the acceptance of the Century Fence bid for installation and materials;

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

1. To accept the bid from Century Fence for installation of the 8' woven wire fence at the community garden site.
2. Authorize the Public Services Director and Community Events Coordinator to sign the required documents for the purchase of the fence.
3. Authorize payment, if necessary, at time of services and prior to inclusion on the Accounts Payable listing.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

K.7.

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: January 25, 2016

Subject: **Mini-Grant - Preliminary Breath Test (PBT) Acceptance**

Background:

The City Council had authorized the Chief of Police to apply for the Safe and Sober Grant in June of 2015. This grant provides extra patrol and heightened enforcement for seatbelt usage, DUI enforcement and speeding violations which all tend to be the most dangerous actions that lead to injury and death of the motoring public.

There is a mini-grant available to replace the aging Preliminary Breath Test –PBT's that the City owns. One of the PBT's is not holding calibration and the other in many years old and is reaching its life expectancy.

Action:

I am requesting that the City Council to review and consider the acceptance of the mini-grant award to replace the PBT's.

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ACCEPT THE MINI-GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY - OFFICE OF TRAFFIC SAFETY FOR THE PRELIMINARY BREATH TEST (PBT'S)

WHEREAS, the Isanti Police Department had the opportunity to apply for a mini-grant with the Minnesota Department of Public Safety – Office of Traffic Safety; and

WHEREAS, the Police Department makes use of grant opportunities to provide better service to the community; and

WHEREAS, the City of Isanti Police Department is in need of replacing several of its aging PBT's; and

WHEREAS, the City was awarded three Portable Breath Test (PBT's) to enhance alcohol detection violations; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the Chief of Police to accept the mini-grant award through the Minnesota Department of Public Safety – Office of Traffic Safety for the replacement of the aging PBT's.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: January 25, 2016

Subject: Shakopee Mdewakanton Sioux Community (SMSC) AED LIFE Program - Acceptance

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Background:

The City Council had authorized the Chief of Police to apply for the Shakopee Mdewakanton Sioux Community (SMSC) LIFE Program (January 2015). On January 22, 2016 the Director of Public Safety from the SMSC informed me that our LIFE Program AED's request has been fulfilled.

Action:

I am requesting that the City Council accept the LIFE Program – AED's award from the Shakopee Mdewakanton Sioux Community (SMSC) on behalf of the Police Department.

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING STAFF TO ACCEPT THE 2016 SHAKOPEE MDEWAKANTON SIOUX COMMUNITY LIFE PROGRAM AED AWARD

WHEREAS, the Isanti Police Department had the opportunity to apply for the Shakopee Mdewakanton Sioux Community (SMSC) AED LIFE Program; and

WHEREAS, the Police Department makes use of grant opportunities to provide better service to the community; and

WHEREAS, the City of Isanti Police Department has requested these AED units to replace aging units that are no longer supported by the vendor.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the acceptance of the Shakopee Mdewakanton Sioux Community (SMSC) LIFE Program AED award.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

CITY OF ISANTI

01/22/16 2:53 PM

*Check Summary Register©

L.1.

Closing 2015

AP151303

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043328	BOLTON & MENK, INC.	1/22/2016	$22,262.63
Paid Chk# 043329	CENTURYLINK BUSINESS SERVI	1/22/2016	$31.82
Paid Chk# 043330	CITY OF CAMBRIDGE	1/22/2016	$8,895.72
Paid Chk# 043331	FEDERATED CO-OPS, INC.	1/22/2016	$645.05
Paid Chk# 043332	INNOVATIVE OFFICE	1/22/2016	$1,398.00
Paid Chk# 043333	ISANTI COUNTY AUDITOR-	1/22/2016	$25.00
Paid Chk# 043334	MILLE LACS OIL COMPANY	1/22/2016	$62.93
Paid Chk# 043335	MINNEAPOLIS FINANCE	1/22/2016	$105.30
Paid Chk# 043336	NORTHLAND TRUST	1/22/2016	$2,700.00
Paid Chk# 043337	THE HON COMPANY LLC	1/22/2016	$2,215.38
Paid Chk# 043338	TORGERSON, RONALD	1/22/2016	$0.75
Paid Chk# 043339	WAL MART	1/22/2016	$73.67
		Total Checks	$38,416.25

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CITY OF ISANTI

*Check Summary Register©

Closing 2015

AP151304

Name			Check Date	Check Amt
10100 Community Pride Bank				
Paid Chk#	043340	FLAHERTYS HAPPY TYME COM	1/28/2016	$158.10
Paid Chk#	043341	MVTL LABORATORIES, INC.	1/28/2016	$109.80
Paid Chk#	043342	SIGNS BY JILL	1/28/2016	$150.00
			Total Checks	$417.90

A Community For Generations.
Isanti

CITY OF ISANTI

*Check Summary Register©

January 2016

AP160103

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043283	BELLBOY CORPORATION	1/22/2016	$1,684.90
Paid Chk# 043284	BITZER AGENCY	1/22/2016	$1,000.00
Paid Chk# 043285	BOOGIE WONDERLAND	1/22/2016	$2,000.00
Paid Chk# 043286	C & L DISTRIBUTING	1/22/2016	$263.00
Paid Chk# 043287	CENTURYLINK	1/22/2016	$757.84
Paid Chk# 043288	CITY OF CAMBRIDGE	1/22/2016	$3,340.00
Paid Chk# 043289	CIVIC SYSTEMS, LLC	1/22/2016	$987.00
Paid Chk# 043290	COMPASS MINERALS	1/22/2016	$9,390.73
Paid Chk# 043291	CRAWFORDS EQUIPMENT, INC.	1/22/2016	$1,589.83
Paid Chk# 043292	CRYSTAL SPRINGS ICE	1/22/2016	$105.46
Paid Chk# 043293	DAHLHEIMER DISTRIBUTING CO	1/22/2016	$8,233.45
Paid Chk# 043294	DVS RENEWAL	1/22/2016	$288.00
Paid Chk# 043295	EXTREME BEVERAGE, LLC	1/22/2016	$66.30
Paid Chk# 043296	GENERAL REPAIR SERVICE	1/22/2016	$96.93
Paid Chk# 043297	GRAINGER	1/22/2016	$346.80
Paid Chk# 043298	HAWKINS, INC.	1/22/2016	$1,307.50
Paid Chk# 043299	HENRYS WATERWORKS,INC.	1/22/2016	$9,299.40
Paid Chk# 043300	INNOVATIVE OFFICE	1/22/2016	$158.92
Paid Chk# 043301	J. J. TAYLOR	1/22/2016	$1,259.82
Paid Chk# 043302	JOHNSON BROTHERS LIQUOR	1/22/2016	$2,363.19
Paid Chk# 043303	KAWALEK TRUCKING	1/22/2016	$126.40
Paid Chk# 043304	LAW ENFORCEMENT TECHNOL	1/22/2016	$6,778.89
Paid Chk# 043305	MAGER, JIM	1/22/2016	$26.95
Paid Chk# 043306	MCDONALD DISTRIBUTING CO.	1/22/2016	$1,130.35
Paid Chk# 043307	MENARDS - CAMBRIDGE	1/22/2016	$127.69
Paid Chk# 043308	MINNESOTA DEED	1/22/2016	$1,498.62
Paid Chk# 043309	MINNESOTA EQUIPMENT	1/22/2016	$134.04
Paid Chk# 043310	MINNESOTA SHERIFFS ASSN	1/22/2016	$120.00
Paid Chk# 043311	MLB PRINTING, INC.	1/22/2016	$80.00
Paid Chk# 043312	MN POLLUTION CONTROL AGEN	1/22/2016	$300.00
Paid Chk# 043313	MVTL LABORATORIES, INC.	1/22/2016	$211.20
Paid Chk# 043314	NAPA AUTO PARTS	1/22/2016	$358.36
Paid Chk# 043315	PAUSTIS & SONS	1/22/2016	$984.90
Paid Chk# 043316	PHILLIPS WINE & SPIRITS, INC.	1/22/2016	$3,390.35
Paid Chk# 043317	SHRM	1/22/2016	$190.00
Paid Chk# 043318	SOUTHERN WINE & SPIRITS	1/22/2016	$4,877.05
Paid Chk# 043319	SPER SCIENTIFIC	1/22/2016	$310.01
Paid Chk# 043320	ST.PAUL STAMP WORKS	1/22/2016	$49.44
Paid Chk# 043321	STAPLES ADVANTAGE	1/22/2016	$61.88
Paid Chk# 043322	STREICHER'S	1/22/2016	$1,468.63
Paid Chk# 043323	SUMMIT COMPANIES	1/22/2016	$12.00
Paid Chk# 043324	THE MUSIC WORKS, INC.	1/22/2016	$600.00
Paid Chk# 043325	VIKING COCA-COLA BOTTLING	1/22/2016	$115.82
Paid Chk# 043326	VINOCOPIA, INC.	1/22/2016	$639.25
Paid Chk# 043327	WATSON CO., INC.	1/22/2016	$1,057.99
		Total Checks	$69,188.89

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Isanti

CITY OF ISANTI

*Check Summary Register©

January 2016

AP160104

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043343	7-UP BOTTLING	1/28/2016	$196.66
Paid Chk# 043344	AMERICAN FLAGPOLE &	1/28/2016	$757.00
Paid Chk# 043345	ASSURANT EMPLOYEE BENEFIT	1/28/2016	$531.67
Paid Chk# 043346	BANYON DATA SYSTEMS, INC.	1/28/2016	$795.00
Paid Chk# 043347	BELLBOY CORPORATION	1/28/2016	$4,039.80
Paid Chk# 043348	BENNY, JEFF	1/28/2016	$1,500.00
Paid Chk# 043349	BERNICK'S PEPSI-COLA	1/28/2016	$393.30
Paid Chk# 043350	BREAKTHRU BEVERAGE	1/28/2016	$4,232.64
Paid Chk# 043351	CITY OF CAMBRIDGE	1/28/2016	$8,500.00
Paid Chk# 043352	CITY OF ISANTI	1/28/2016	$196.57
Paid Chk# 043353	CONNEXUS ENERGY	1/28/2016	$17,003.12
Paid Chk# 043354	DAHLHEIMER DISTRIBUTING CO	1/28/2016	$5,467.41
Paid Chk# 043355	DELANEY CONSULTING LLC	1/28/2016	$1,075.09
Paid Chk# 043356	ECM PUBLISHERS, INC.	1/28/2016	$7.80
Paid Chk# 043357	EMBROIDERY & INK	1/28/2016	$24.00
Paid Chk# 043358	FANTH, VICTOR	1/28/2016	$49.98
Paid Chk# 043359	FASTENAL COMPANY	1/28/2016	$29.86
Paid Chk# 043360	JOHNSON BROTHERS LIQUOR	1/28/2016	$3,757.68
Paid Chk# 043361	KAWALEK TRUCKING	1/28/2016	$127.20
Paid Chk# 043362	KNIFE RIVER	1/28/2016	$9,018.74
Paid Chk# 043363	KODRU EQUIPMENT	1/28/2016	$3,023.48
Paid Chk# 043364	MCDONALD DISTRIBUTING CO.	1/28/2016	$9,334.85
Paid Chk# 043365	MENARDS - CAMBRIDGE	1/28/2016	$141.41
Paid Chk# 043366	MINNESOTA EQUIPMENT	1/28/2016	$43.15
Paid Chk# 043367	MRPA	1/28/2016	$277.00
Paid Chk# 043368	NAPA AUTO PARTS	1/28/2016	$20.01
Paid Chk# 043369	PHILLIPS WINE & SPIRITS, INC.	1/28/2016	$1,377.70
Paid Chk# 043370	PUDLICK, JACOB	1/28/2016	$179.99
Paid Chk# 043371	STAWSKI & STAWSKI, INC.	1/28/2016	$25.00
Paid Chk# 043372	STREICHER'S	1/28/2016	$240.39
Paid Chk# 043373	T M JOHNSON BROS., INC.	1/28/2016	$395.00
Paid Chk# 043374	TAPES PLUS ADVERTISING	1/28/2016	$250.00
Paid Chk# 043375	TITAN MACHINERY	1/28/2016	$693.75
Paid Chk# 043376	VIKING COCA-COLA BOTTLING	1/28/2016	$168.30
Paid Chk# 043377	WATSON CO., INC.	1/28/2016	$1,194.49
		Total Checks	$75,068.04

City of Isanti

Gross Payroll	73,914.64
Social Security & Medicare	4,216.33
Public Employees Retirement	7,466.75
Total City Expense	85,597.72

Pay Date 1-29-2016

Pay Period 3 (1/10-23/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
November 24, 2015

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jamie Bergwick, Lynn True, Mayor Wimmer and Aaron Zdon
Members Absent:	Maddie Anderson, Jennifer Garvey (both gave prior notice)
Staff Present:	Josi Wood, Public Services Director

D. Agenda Modifications.
Zdon asked if there were any.

Wimmer stated he would cover rink items during the priority list items.

There were none. Motion by Wimmer. Second by True.

2. Approval of Minutes from October 27, 2015 Park, Recreation and Culture Board Meeting.

Motion to approve the agenda and minutes by Wimmer. Second by Bergwick. Vote was unanimously approved.

3. Public Hearing

None.

4. Discussion on Prioritizing Replacement/Repair Items – Subcommittee Report

Zdon stated that he and True met to prioritize the list. Zdon stated that they listed the top ten items. He noted that the sand at the Tot Lot should be addressed and budgeted within the next two years. Zdon read the items in order of what should be addressed first:

1) Fix or replace aluminum bench ends at Mattson and VFW
2) Replace tube slide bottom at Totlot
3) Rubber coatings on the chains and benches
4) Skate park – cracked panels, missing screws and sinking into asphalt
5) Remove and replace grills at Mattson and add ADA ones
6) Replace 90 degree angle slide on toddler equipment at Rum River Meadows
7) Add in an ADA swing at Mattson
8) Add signs to Totlot and Whisper Ridge. Maintenance to existing fading signs
9) Add mats to the bottom of slides
10) Edging maintenance

Zdon stated there was other random maintenance items that he believed would already be being addressed so it wasn't in the top 10. Zdon also added it would be nice to have a soccer or some sort of field marked out at Mattson

Wimmer stated he wanted to go over the hockey rink. He stated we have been thinking about different options. The cost to maintain the ice is between $5000-$7000 with including labor and time. It doesn't

include water which is the single most cost expensive item to maintain it. Just to compare to Legacy Park's maintenance. We have a couple hours here and there so we're talking about a couple hundred bucks to maintain something for a much longer time. Wimmer stated we were trying to come up with some creative ways for alternatives. One option was to take the $5000 and buy ice time at the arena and have open public skating. There weren't any hours available. Wimmer stated he spoke with someone from youth hockey and they said they took as many hours as they could because the Owls are not there anymore. The arena is looking to have another semi-pro team next year but in the meantime the youth hockey will take all the hours they can get. The person stated that we can take the boards off the rink. Another thing that has been popular is to have half rinks for 3 on 3, etc. Wimmer stated that we probably do have enough to do a half rink but the boards are still in rough shape. Wimmer stated that we will need to address the boards and possible look at having new boards to create a half rink. Wimmer stated another possibility is to not have the hockey rink. People need to understand that it is open ice. You can't have 4 people saying we are playing hockey so you cannot be on it. There were a couple instances last year with people being told they couldn't play because of hockey. Wimmer stated we can't have people taking over the ice. It is free skating. Then with the idea of free skating, does it make sense to have it posted as a hockey rink? Should it be free skating ice? Wimmer stated he doesn't feel qualified to answer that question but it is a question that should be asked.

Bergwick stated that there has been times she was told that they couldn't use the rink and had to go to the puddle [pleasure] rink because they were using the hockey rink.

Wood stated that it wouldn't be safe to have both hockey and free skating on the rink.

True asked what the difference is. Is it that there are no pucks allowed on the pleasure rink.

Everyone stated yes.

Wood stated that you can see how even open skating would prefer the hockey rink because it would be better ice and there is something to hold onto.

Wimmer stated so if we want to have it be open skate, we can't have it be a hockey rink because pucks would be wizzing by and someone could get hit. Wimmer stated you can't have some people use it and others not.

Bergwick stated that if it's for free skating you don't need to maintain it to be hockey ice.

Wimmer stated then why are we maintaining it for hockey.

Zdon stated there must be some sort of sock tube that can be put around so you can flood without the boards. In the spring it would be stored by PW and then the concrete could be a skate park.

Wimmer stated that would be a question if we do a half rink, is there enough room to do a skate park next to it. I don't know that answer but you could have your equipment there and get more use out of the area.

Zdon stated the problem with using it as a skate park, is that it does have water that sits there, but if there were not boards, more of the water would run off. You could probably drill holes to let the water go out in the summer. It could be a year-round use of that slap.

Wimmer stated his whole question is that if we are not going to use it as a hockey rink, why are we spending thousands of dollars maintaining it to be that.

True asked how much hockey use does it get compared to free skating.

Bergwick stated it can just be three or so kids slapping pucks around.

Zdon stated it did get a lot of use last year as it was a good year. There were also people on the pleasure rink. Would we keep both?

Wimmer stated we would keep the pleasure rink. Wimmer stated Staff has been asked questions on whether or not the hockey rink can be reserved for playing hockey and we're not going to have that.

Wimmer and the Board shared concern if there were people playing hockey and you came up to free skate. The question was asked if people can ask them to stop.

Wimmer stated we have a pleasure rink because we have a hockey rink. Wimmer shared how the pleasure rink started at the Middle school and the hockey rink because of the agreement with the youth hockey association.

Wimmer stated that if the PRC Board and Council want to have a hockey rink just for hockey than that is one thing, but if it's just for skating than it shouldn't be called a hockey rink.

Zdon stated that they could than just flood the area where the pleasure rink is.

Wood stated it is much easier to maintain that rink.

Wimmer stated he wished Garvey was here since she knows about this as being a hockey mom. Wimmer asked what is the point of having the boards if you're not playing hockey?

More discussion on the question as to whether the rink should be a hockey rink and if sticks are allowed.

Zdon stated he would like to have rinks by the old vision wake area since that is closer to the warming house. He stated it would take some planning to having it there and moving the lights

True stated she thought that was the plan.

Wimmer stated that that original area was slated for a baseball field.

More discussion about having the rinks up on the old vision wake area.

Zdon asked if the boards [kick plates] were removed.

Wood stated yes, and the repairs were done. However, there was more damage seen after the boards were removed.

Wimmer recapped the conversation about needing to ask the question as to whether or not the city wants to have this as a hockey rink and incur the costs associated with that. He reminded the Board that the only reason we had it in the first place was because of the hockey association.

Zdon stated he would like to see the discussion continue and see what kind of usage it gets over the winter. Then to make a game plan over the summer for next winter.

Small discussion about having rinks up by the warming house occurred.

Motion to authorize repairing items on the PRC Subcommittee list as funds become available by Wimmer. Second by Bergwick.

5. Approved Acquisition of Parcels 605 and 607 Fir St SW

Wood stated that the city acquired parcels 605 and 607 Fir St SW with a conditional use deed. Wood stated as was worded in the conditional use deed, we have three years to use them as a public park space with a sports amenity such as a tennis court, volleyball area, etc.

Zdon asked if it had to be one of those three only. Could there be a playground?

Wood stated it could be something other but it was listed in the application that we would use it as a public area with sports amenity.

True asked if the Board needed to decide what should be done and what kind of amenity.

Wood stated that it would need to be brought up for discussion sometime next year as to determine a plan within the next three years.

6. Warming House Rules

Wood stated that we do not have a rule sign so she was looking for an action to have one made. She stated she would have one posted on the outside and inside.

Discussion was held to determine the verbiage.

Motion by True to have warming house signs made. Second by Bergwick.

7. Update to Farmers Market Imaging

As staff moves forward with having new signs made for the farmers market, staff asked to create a new logo to make it more eye catching and modern.

Motion by True to create a new logo. Second by Wimmer.

8. Adjournment

Motion by Wimmer, second by Bergwick to adjourn the November 24, 2015 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:31 p.m.

Dated at Isanti, Minnesota this 24th day of November 2015.
Respectfully submitted,

_____

Josi Wood, Public Services Director

CONTRACTOR'S PAY REQUEST 2015 PAVEMENT MANAGEMENT PROJECT CITY OF ISANTI, MINNESOTA BMI PROJECT NO. R13.109637	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$190,942.13
TOTAL, COMPLETED WORK TO DATE	$180,374.75
RETAINED PERCENTAGE (0%)	$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$180,374.75
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$171,356.01
PAY CONTRACTOR AS ESTIMATE NO. 2-Final	$9,018.74

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Knife River Corporation - North Central
P.O. BOX 1333
St. Cloud, MN 56302-1333

By _____ Vice President
Jeremy Sobver Name Title

Date 1-20-16

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DR., RAMSEY, MN 55303

By _____, CITY ENGINEER
BRAD DEWOLF, P.E.

Date 1/18/2016

APPROVED FOR PAYMENT:
OWNER: CITY OF ISANTI

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.: *2-Final*

2015 PAVEMENT MANAGEMENT PROJECT
CITY OF ISANTI, MINNESOTA
BMI PROJECT NO. R13.109637
WORK COMPLETED THROUGH December 31, 2015

ITEM NO.	ITEM	UNIT PRICE	AS BID			PREVIOUS ESTIMATE			COMPLETED TO DATE		
			ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT	ESTIMATED QUANTITY		ESTIMATED AMOUNT
1	MOBILIZATION	$12,500.00	1	LS	$12,500.00	1	LS	$12,500.00	1.00	LS	$12,500.00
2	TRAFFIC CONTROL	$4,500.00	1	LS	$4,500.00	1	LS	$4,500.00	1.00	LS	$4,500.00
3	BITUMINOUS PATCH	$28.00	627	SY	$17,556.00	634	SY	$17,752.00	634.00	SY	$17,752.00
4	MILL BITUMINOUS SURFACE (0" TO 2.0" DEPTH)	$2.75	1965	SY	$5,403.75	1965	SY	$5,403.75	1,965.00	SY	$5,403.75
5	2" TYPE SP 9.5 WEARING COURSE MIXTURE	$68.00	727	TON	$49,436.00	662.91	TON	$45,077.88	662.91	TON	$45,077.88
6	BITUMINOUS MATERIAL FOR TACK COAT	$0.01	529	GAL	$5.29	200	GAL	$2.00	200.00	GAL	$2.00
7	BITUMINOUS MATERIAL FOR SEAL COAT	$0.90	15644	GAL	$14,079.60	12058	GAL	$10,852.20	12,058.00	GAL	$10,852.20
8	SEAL COAT AGGREGATE	$1.34	39110	SY	$52,407.40	39110	SY	$52,407.40	39,110.00	SY	$52,407.40
9	CRACK REPAIR	$1.94	9283	LBS	$17,970.22	10980	LBS	$21,301.20	10,980.00	LBS	$21,301.20
10	ADJUST VAVLE BOX	$350.00	3	EA	$1,050.00	3	EA	$1,050.00	3.00	EA	$1,050.00
11	ADJUST CASTING	$375.00	8	EA	$3,000.00	8	EA	$3,000.00	8.00	EA	$3,000.00
12	INLET PROTECTION - GEOTEXTILE BAG	$150.00	54	EA	$8,100.00	12	EA	$1,800.00	12.00	EA	$1,800.00
13	24" SOLID LINE WHITE - EPOXY	$6.50	264	LF	$1,716.00	229	LF	$1,488.50	229.00	LF	$1,488.50
14	CROSSWALK MARKING - EPOXY	$4.39	733	SF	$3,217.87	738	SF	$3,239.82	738.00	SF	$3,239.82
	TOTAL AMOUNT				$190,942.13			$180,374.75			$180,374.75

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: January 20, 2016

Subject: Part-time Hire – Additional position

Background: The Personnel Committee has reviewed and recommends Council Consideration

The police department is in a position where we are two fulltime officers down and even though there is light at the end of the tunnel…additional help is needed. We currently are hiring one part-time officer to replace a vacancy created through a resignation.

With the addition of one more part-time officer to the allowed roster of 7 to make 8 positions, this would help significantly in covering the vacancies of the two full time officers. In addition, most of our fulltime officers are accruing close to the maximum of vacation time allowed by policy. This equates too many shifts that would potentially need to be covered. It goes without saying that a part-time officer is cheaper than a fulltime officer covering at overtime.

The additional cost to add this position is basically 2 - shirts and a pair of uniform pants. By practice and hiring requirements, we only hire a part-time officer if they are currently established as a full-time officer somewhere else. This translates into much faster training in that we do not need to teach them to be an officer, just an Isanti Officer.

Action:

For the City Council to review and consider this request and allow the hiring of another part-time officer.

Thank you for your time and consideration

Chief Gene C. Hill

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO ADD AN ADDITIONAL POSITION TO THE PART-TIME POLICE OFFICER ROSTER

WHEREAS, the City of Isanti Police Department is in need of an additional officer to cover shifts to maintain the current level of service; and

WHEREAS, the Isanti Police Department has the need for another part-time officer due to unforeseen circumstances; and

WHEREAS, the Police Department is currently in the process of filling a current part-time officer vacancy and this is an opportune, cost-effective time to add this position; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize Human Resources and the Chief of Police to increase the roster to include an additional part-time officer bringing the authorized total to 8 part-time officers and to post and fill this position.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.
Isanti

MEMO

To: Mayor Wimmer & City Council

From: Don Lorsung, City Administrator

Date: January 26, 2016

Subject: Consider Amendments to City Code and Fee Schedule – Community Garden Fees

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The City Council has reviewed and approved the Community Gardens project, with costs for ground garden plots and raised beds per City Resolution 2016-012.

Attached is a draft Ordinance Amendment for City Code Chapter 160, Fees, and a proposed Resolution with the terminology additions and fee amounts, as outlined below:

Parks Department

- Addition of fee for Community Garden – Ground Plot (Season Fee) $15.00
- Addition of fee for Raised Bed (Season Fee) $20.00

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF ISANTI CHAPTER 160 FEES

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 160-2. Enumeration of fees – of Chapter 160, of the Code of the City of Isanti is hereby amended to add or delete from the text of Section 160-2 as follows:

ADD

Parks Department

Community Garden – Ground Plot (Season Fee) $15.00
Community Garden – Raised Bed (Season Fee) $20.00

SECTION 2. EFFECTIVE DATE.
This Ordinance shall take effect when published in the Official Newspaper.

Adopted by the City Council, this 2nd day of February, 2016.

Mayor George A. Wimmer

Attest:

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Reading Date:
Publication Date:
Effective Date:

RESOLUTION NO. 2016-

A RESOLUTION ADOPTING FEES WITHIN THE CITY OF ISANTI

WHEREAS, the City Council by Ordinance sets forth a fee table for the City of Isanti; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City that all fees within the City are established by resolution; and

WHEREAS, these fees are fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed in accordance with Minnesota Administrative Rules 1300.0160; and

WHEREAS, the following fee schedule shall be effective February 10, 2016.

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

1. Set forth the following fee schedule:

Administration

Administrative Citations – City Code Violations	
Chapter 216, Nuisances	$200.00
Chapter 227, Parking and Storage	$200.00
Chapter 256, Residential Property Maintenance Standards	$200.00
Chapter 284, Streets and Sidewalks	$200.00
Ordinance #445, Zoning Ordinance	$200.00
Ordinance #445, Section 16 Signs	$100.00
Chapter 87-5.1, Animal Litter	$ 75.00
Adult Use Fee	$5,000.00
Adult Use Investigation Fee	$2,000.00
Affidavit of Candidacy	$15.00
Agenda Packet Subscription	$150.00
Agenda Subscription	$25.00
Copies	$.25 per page, plus tax
Dog Bite Incident (if applicable)	$90.00
Dog Boarding (at Impound)	$22.00 per day plus tax
Dog Impound 1st Time	$65.00 plus tax
Dog Impound 2nd Time	$70.00 plus tax
Dog Impound 3rd Time	$80.00 plus tax
Additional Fee for Pick up (7pm-8am & Holidays)	$30.00
Dog License (Duplicate)	$5.00
Dog License (Fixed)	$10.00
Dog License (Not)	$15.00
Dog License Late Fee	$5.00
Dog License Lifetime	$50.00

Euthanasia / Disposal	$175.00
FAX - in	$.25 per page, plus tax
FAX - out	$.25 per page, plus tax
Gambling Permits – Application & Investigative Fee	$50.00
Kennel License (Commercial)	$100.00 per year
Kennel License (Residential)	$50.00 per year
Lawn Sprinkling 1st Violation	$20.00
Lawn Sprinkling 2nd Violation	$35.00
Lawn Sprinkling 3rd Violation	$50.00
Meeting Minutes – Copy of CD	$10.00
Non-Compliance Fee	$25.00
Notary	$5.00 per document
Pawnbroker/Shop	$1,500.00
Pawnshop Investigation Fee Initial Application Only, does not apply to Renewal	$1,500.00
Pawnshop Transaction Fee	$1.30 plus pass through costs per transaction
Peddler Permit	
Day	$25.00
Month	$75.00
Seasonal (6 months or less)	$200.00
Application Investigation Fee	$75.00
Retail Fire Works Permit – Application Fee	$15.00
Retail Fire Works Permit – Permit Fee	$25.00
Returned Checks	$30.00
Secondhand Goods Dealer	$1,500.00
Secondhand Goods Dealer Investigation Fee Initial Application only, not for renewals	$1,500.00
Secondhand Goods Dealer, Temporary	$750.00
Secondhand Goods Dealer Transaction Fee	$1.30, plus pass through costs per transaction
Special Assessment Fee Unpaid Utility Bills, Code Enforcement Violations, Etc.	$30.00 per assessment
Special Meeting Request	$500.00
Special Vehicle Permit	$25.00
Staff Time (not specified elsewhere)	Actual hourly wage multiplied by 145%
Street Block Party Deposit	$50.00 (Refundable)

Building Inspections

Building Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
Basement Finishes Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
City Utility Services under Driveway	$100.00
Commercial Landscape Escrow	$5,000.00 per site (Refundable)
Curb Cut Permit	$75.00

Deck Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
Demolition Permit	greater of $100.00 or 1.27% of contract price
Excavation Permit Fee	
a. Hole	$125.00
b. Emergency Hole	$55.00
c. Trench	$50.00
Fence Permit (Fences >7')	$80.00
Fire Suppressant Permit – Commercial/Multi-Family	1.5% of project value
Grade Survey Check	
a. Commercial	$50.00
b. Residential	$50.00
Grading Permit	$150.00
Investigative Fee	100% of permit fee
Lawn Irrigation Permit	$80.00
License Verification Fee	$5.00
Mechanical Permit	$75.00 per unit
Mechanical Permit – Commercial/Multi-Family	1.5% of project value
Minimum Permit Fee	$50.00
Plan Check Fee	65% of calculated permit fee, when applicable
Plan Check Fee – Duplicate Plans	Duplicate plan fees reduced to 25% of calculated permit fee
Plumbing Permit	$80.00 and $5.00 per unit
Plumbing Permit – Commercial/Multi-Family	1.5% of project value
Re-Roof Permit	$80.00
Re-Siding Permit	$80.00
Rental License Late Fee	100% of rental license fee
Replacement of Air Conditioner Permit	$75.00 per unit
Replacement of Air Conditioner Permit – Commercial/Multi-Family	1.5% of project value
Replacement of Furnace Permit	$75.00 per unit
Replacement of Furnace Permit – Commercial/Multi-Family	1.5% of project value
Residential Driveway Escrow	$2,000.00 (Refundable)
Residential Landscape Escrow	$6,000.00 (Refundable)
Residential Rental License Fee	
1 Unit	$150.00
2-4 Units	$175.00
5-12 Units	$225.00
13-20 Units	$240.00

21–50 Units	$250.00
51 + Units	$300.00
Additional Inspections	$50.00 Per Inspection
State Surcharge	Applied to all permits
Swimming Pool Permit	$80.00
Water/Sewer Line Repair Inspection Fee	$80.00
Window/Door Replacement Permit	$80.00

Electrical Inspection Fees

All Services Residential Service Change $100.00, this includes one inspection. Or the below rates.		Circuits and Feeders The inspection fee for the installation, addition, alteration, or repair of each circuit, feeder, feeder tap, or set of transformer secondary conductors:	
0 to 300 amp	$50	0 to 30 amp	$8
400 amp	$58	31 to 100	$10
500 amp	$72	101 to 200 amp	$15
600 amp	$86	300 amp	$20
800 amp	$114	400 amp	$25
1000 amp	$142	500 amp	$30
1100 amp	$156	600 amp	$35
1200 amp	$170	700 amp	$40
Add $15.00 for each additional 100 amps		Add $5.00 for each additional 100 amps	
Minimum permit fee is $50.00 plus $5.00 state surcharge. This is for one inspection only. Minimum fee for rough-in inspection and final is $100.00 plus $5.00 state surcharge.			
Maximum fee for single family dwelling not over 200 amps is $150.00 plus $5.00 state surcharge. Maximum of 2 rough-in inspections and one final inspection.			
Apartment Buildings: Maximum fee per unit of an apartment or condominium complex is $100.00. This does not cover service and house wiring. A separate permit must be issued for house wiring. Swimming Pools: $100.00 this includes 2 inspections Traffic Signals: $10.00 per each standard Street Lighting: $5.00 per each standard Transformers/Generators: $10.00 per unit + $0.50 per KVA Retro Fit Lighting: $0.75 cents per fixture Sign Transformer: $10.00 Remote Control/Signal Circuits: $1.00 per device			

Re-inspection Fees: $50.00 *Fees are doubled if the work starts before the permit is issued

Community Center

Cleaning Fee (if elected by renter)	$125.00, plus tax
Damage Deposit	$250.00
Damage Fees	
Cleaning	$35.00 per hour minimum, plus tax
Tables	$100 each, plus tax
Chairs	$20.00 each, plus tax
Unreturned keys	$250.00, plus tax
Smoking Non-Designated Areas	$200.00, plus tax
Other Items	To be determined based on replacement cost, plus tax
Equipment Available to Rent (larger deposit may be required)	
LCD Home Theater Projector on Cart	$50.00, plus tax
9' Portable Screen	$20.00, plus tax
Blu-Ray DVD Player	$15.00, plus tax
Speakers & Microphone (Includes tripod stands if requested)	$15.00, plus tax
Podium	$10.00, plus tax
Non-Profit Organizations	$50.00, plus tax (full day) $25.00, plus tax (4 hours or less)
Private (less than 50 individuals) or For-Profit Organizations	$100.00, plus tax (full day) $ 50.00, plus tax (4 hours or less)
Special Events Includes use of the kitchen. Dishes and utensils provided by you for your event. With or without alcohol. Greater than 50 individuals in attendance.	$275.00, plus tax

Fee Arrangements – When Requested

Non-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax
1	$50
2	$100
3-4	$150
5	$200

Days Per Month	Monthly Fee, plus tax
1-2	$25
3-5	$50

** Minimum rental fee of $25/month or $5/day when rented more than 5 days per month.
** Groups storing belongings at the facility may be subject to a monthly storage fee.
** Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.

**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Fee Arrangements – When Requested
For-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax
1	$150
2	$300
3-4	$450
5	$600

Days Per Month	Monthly Fee, plus tax
1-2	$50
3-4	$100

**All other fees and deposits for the rental of the facility apply.
**Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.
**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Economic Development Authority

Assignment & Assumption Agreement	$1,000.00 plus costs
Development Agreement (Non-Abatement or TIF)	$1,000.00 plus costs
Establishment of New TIF District	$4,800.00 or actual cost
Host Approval of Conduit Debt	$3,000 escrow
Issuance of Conduit Debt	1/4% of the proposed issuance amount, $3,000 minimum, $25,000 maximum escrow
Revolving Loan Fund Application Fee	1% origination fee
TIF Development Agreement	$2,500.00 plus costs
Tax Abatement Application Fee	$1,000.00 plus costs

Liquor/Beer

Background Check & Investigation Fee	
For Partnership – Corporation – Association	$300.00
For Individual	$100.00
Initial Application only, does not apply for Renewals	
Beer Off-Sale (3.2)	$150.00
Beer On-Sale (3.2)	$250.00
Brewers Off-Sale Malt Liquor	$310.00
Brewers Tap Room On-Sale	$500.00
Brew Pub Off-Sale Malt Liquor	$310.00
Club License (Max dictated by MN State Statutes)	$500.00
Intox Liquor On-Sale	$2,500.00
Intox Liquor Sunday On-Sale	$200.00

Setups	$200.00 per year
Temporary Consumption and Display Permit	$25.00
Temporary On-Sale 3.2 Beer License (1-4 Days)	$50.00
Temporary On-Sale 3.2 Beer License (1-4 Days) Multiple Events	$500.00
Temporary On-Sale Beer	$50.00
Temporary On-Sale Liquor	$50.00
Temporary On-Sale Liquor (2-4 Days)	$50.00
Temporary One-Day On-Sale Liquor License	$25.00
Wine	$300.00

Parks Department

Copy of Comprehensive Park Plan	$10.00
Community Garden – Ground Plot (Season Fee)	**$15.00**
Community Garden – Raised Bed (Season Fee)	**$20.00**
Park Dedication Fee (Residential)	$1,500.00 per unit
Park Dedication Fee – Multi Family with Recreational Amenities	– Up to 25% Reduction of $1,500 per unit fee
Park Dedication Fee (All Others)	$1,500.00 per Commercial/Industrial Acre
Park Shelter Electric Box Deposit	$50.00
Park Shelter Fee – Non City Resident or Business	$10.00 plus tax
Special Event Cleanup Deposit	$100.00
Tennis Court Usage	Resident (Individual) 1 court No Charge 2 courts $6 plus tax Non-Resident (Individual) 1 court $6 plus tax 2 courts $12 plus tax Civic Group, Youth Organization, League, Business, Industry, Church or School Per court, per reservation $15 plus tax Per season (1 or 2 courts) $250 plus tax
Unity Park Softball Field Usage	$25.00 plus tax per day Non-Resident $15.00 plus tax per day Resident

Planning & Zoning Department

Administrative Appeals	$200.00 plus costs
Administrative Permit	$75.00
Administrative Subdivision	$275.00 plus costs
Annexation/De-Annexation	$100.00 plus costs
Comprehensive Plan Amendment	$325.00 plus costs
Conditional Use Permit	$325.00 plus costs
Conditional Use Permit Amendment	$275.00 plus costs
Copy of Comprehensive Plan	$50.00
Copy of Maps	$ .50 black and white
Copy of Zoning Map	Fee based on size & type of map
Copy of Zoning Ordinance	$25.00
Copy of Engineer Design Standards	$35.00
Development Agreement for Subdivisions	$2,500 escrow plus costs

Development Agreement (Non-Subdivision)	$1,500 escrow plus costs
Easement Application	$200.00 plus costs
EAW & EIS Review	$600.00 plus costs
Final Plat	$325.00 plus $10.00 per lot/unit plus costs ($1,500.00 escrow)
Interim Use Permit	$325.00 plus costs
Minor Subdivision Plat	$325.00 plus costs ($1,000.00 escrow)
Planned Unit Development – Final Plan	$325.00 plus costs ($1,500.00 escrow)
Planned Unit Development – General Plan	$500.00 plus costs ($1,500.00 escrow)
Preliminary Plat	$500.00 plus costs ($1,500.00 escrow)
Rezoning Request	$325.00 plus costs
Sign Permit (permanent)	$75.00
Sign Permit (temporary)	$50.00
Signal Light Fee	$119.00 per residential unit $ .10 per sq. ft. of usable Commercial lot platted
Site Plan Review	$325.00 plus costs ($1,000.00 escrow)
Site Plan Review Financial Surety (Commercial/Industrial)	125% of estimated cost of site improvements (driveway, parking and loading areas)
Text Amendment	$275.00
Vacation Request	$275.00 plus costs
Variance Request	$325.00 plus costs
Wetlands Replacement Plan Review	$500.00
Zoning Permits	$80.00
Zoning Verification Letter	$30.00

Police Department

Administrative Citation	$60.00
Alcohol Screening	$3.00 per time or $75.00 per year
Chemical Disposal (small amount)	Cost of Disposal
Chemical Disposal (large Amount)	Cost of Disposal
Cleaning of Crime Scene	Cost of Cleanup
Copy of Photo	$5.00
Copy of Police Report	$.25 per page, plus tax
Copy of Video/Audio/DVD	$25.00
Fee for Returned Check listed under Administration	
Fingerprinting	$15.00 per non-resident or non-Isanti business, $ 0.00 for Isanti resident or business
Parking Ticket	$20.00
Police Records Search	$35.00
Professional Hire of Police Office	$50.00 per hour
Reschedule Hearing on Administrative Citation	$50.00
Storage Fees	$20.00 per day
Towing	As per towing contract fee schedule
Unjust Hearing	150% of cost of hearing

Sewer and Water Department

Delinquent Posting Notice Fee	$15.00
Meter (5/8 & 3/4 inch)	
Head	$75.00
Body	$205.00
Meter Replacement Administrative Fee for Non-Compliance	$75.00/month
Meters (larger diameter)	Cost plus $25.00
Private Metered Water Sales	
a. Meter Deposit	$1,200.00 (refundable deposit)
b. Backflow Preventer Deposit	$800.00 (refundable deposit)
c. $10.00 minimum and up to 1st 1000 gallons; as per rate study per/1,000 thereafter	
Private Well Water Testing	$90.00
Sewer Access Fee (SAC)	$4,306.00 per unit based on REC assessment
Sewer Rates	Per City Code Chapter 260
Storm Water Rates	Per Ordinance No. 569
Trunk Utility Charge	$1,000.00 if more than one unit based on REC schedule $2,050.00 per Commercial/Industrial acre
Unpaid Water and Sewer	$5.00 per month
Water Access Charge (WAC)	$3,677.00 per unit based on REC assessment
Water Disconnect	$50.00
Water Reconnect	$50.00
Water Meter Testing	1 Hour Public Works Staff plus Costs
Water Rates	Per City Code Chapter 325

Street Department

Bobcat/Tractor Charge with Operator	$100.00 per Hour
Collector Street Fee	$9,000.00/Usable Acre in Area in NE quadrant of CSAH 5 and TH 65
Labor	$50.00 per Hour
Magikist Line Thawer with Operator	$100.00 per Hour
Mow Charge with Operator	$90.00 per Hour
Sidewalk Snow Removal	$30.00
Street Cut Permit	$1,200.00
Weed Whip Charge with Operator	$75.00 per Hour

MINNESOTA WARN RATES- Equipment Charges Are Per Hour with Operator

	Business Hours	Non-Business Hours
Road Grader with Wing, Dump Truck with Snowplow and Wing, Wheel Loader	$160.00	$180.00
Self-propelled Broom, Air Compressor with Accessories and Pickup, Pickup, One Ton Trucks, Rollers, Tractors	$90.00	$110.00
Sewer Jet Rodding Machine, Vactor with Pickup (Each Requires Two Operators) There is an additional charge of $.35 per lineal foot for sewer cleaning.	$135.00	$145.00

Single Axle Truck, Street Sweeper, Single Axle Dump Truck with Snowplow, Brush Hog	$125.00	$145.00
Six Inch Pumps with Engine	$75.00	$95.00
Skidsteer, Self-propelled Mower/Snow Blower/ Broom Attachment, Small Trencher	$90.00	$105.00
All Other Equipment Such As Chain Saw, Push Mower, Snow Blower and Weed Whips	$75.00	$95.00

Fire

Fire Extinguisher Service Deposit Fee	$25.00 (refundable)
Fire Extinguisher – Administrative Fee	$3.00

This resolution was duly adopted by the Isanti City Council this 2nd day of February 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Resolution No. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR PUBLIC SERVICES DIRECTOR JOSI WOOD

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Wood has successfully completed his probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Josi Wood is acknowledged as a permanent employee of the City of Isanti in the position of Public Services Director with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Resolution No. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR ADMINISTRATIVE DATA CLERK CARLA SCHARBER

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Scharber has successfully completed his probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Carla Scharber is acknowledged as a permanent employee of the City of Isanti in the position of Administrative Data Clerk with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Resolution No. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR INVESTIGATOR DUSTEN NOREEN

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Noreen has successfully completed his probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Dusten Noreen is acknowledged as a permanent employee of the City of Isanti in the position of Investigator with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

L.9.

MEMORANDUM

TO: MAYOR WIMMER AND CITY COUNCIL

FROM: ISANTI CITY ATTORNEY CLARK A. JOSLIN

DATE: JANUARY 28, 2016

SUBJECT: RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO SIGN MASTER SUBSCRIBER AGREEMENT AUTHORIZING CITY ATTORNEY AND CITY ATTORNEY STAFF ACCESS TO MINNESOTA GOVERNMENT ACCESS (MGA) DATA SYSTEM

As City Attorney I am requesting authorization from the City Council for myself and my staff to access Minnesota Government Agency (MGA) online data. This access is necessary for the City Attorney's office to comply with the electronic data sharing process being implemented by Isanti County Court Administration.

Attached for review is a proposed Resolution authorizing City Administrator Lorsung to sign the Master Subscriber Agreement in behalf of the City, which authorizes Isanti City Attorney and Isanti City Attorney staff members to access online Minnesota court data for governmental agencies.

This Master Subscriber Agreement For Minnesota Court Data Services (hereinafter the Master Subscriber Agreement) attached hereto for reference, is required in order to provide access to non-public data maintained by the court system available to authorized government subscribers. Also attached for review is the Request Form for MGA Login Account, which must be signed and submitted along with the Master Subscriber Agreement.

RESOLUTION NO. 2016-XXX

CITY OF ISANTI
AUTHORIZATION TO CITY ATTORNEY FOR ACCESS TO MINNESOTA GOVERNMENT ACCESS (MGA)

WHEREAS, the Minnesota Government Access (MGA) data system maintains certain non-public data in electronic form which is available, upon approval of the responsible jurisdiction, to assist prosecutors providing prosecution services within such jurisdiction in the provision of said prosecution services; and

WHEREAS, the City Council of the City of Isanti finds that access to the MGA system, in accordance with the terms of the Master Subscriber Agreement for Minnesota Court Data Services (Master Agreement) attached hereto, will be a beneficial tool and will assist the City Attorney and City Attorney's staff in providing prosecution services for the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

The Isanti City Council hereby grants City Administrator Donald Lorsung authority to sign in behalf of the City of Isanti the Master Subscriber Agreement For Minnesota Court Data Services, and Request Form for MGA Login Account, authorizing the City Attorney and such members of City Attorney's staff as City Attorney Clark A. Joslin may authorize from time to time to access court data services available to Minnesota Government Subscribers as provided for under the terms of said Master Subscriber Agreement.

This Resolution is hereby approved by the Isanti City Council this 2nd day of February, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

The City of Isanti ,
(Government Subscriber Name)

of 110 First Avenue NW, PO Box 428, Isanti, MN 55040 ,
(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration ,

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System ("MNCIS"), as described in applicable Policies & Notices and materials referenced therein.

2.3 **"Court Data Services Databases"** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.

2.4 **"Court Data Services Programs"** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.

2.5 **"Court Records"** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:

2.5.1 **"Court Case Information"** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.

2.5.2 **"Court Confidential Case Information"** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

2.5.3 **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

2.5.4 **"Court Confidential Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

2.5.5 **"Court Documents"** means electronic images of documents that are part of or included in a court file.

2.6 **"DCA"** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.

2.7 **"Government Subscriber Records"** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.

2.8 **"Government Subscriber's Individual Users"** means Government Subscriber's employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

2.9 **"Legitimate Governmental Business Need"** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

2.10 **"Policies & Notices"** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber's use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.

2.11 **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled "Limits on Public Access to Case Records" or "Limits on Public Access to Administrative Records," all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.

2.12 **"SCAO"** means the State of Minnesota, State Court Administrator's Office.

2.13 **"This Agreement"** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.

2.14 **"Trade Secret Information of SCAO and its licensors"** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.

2.15 **"User Acknowledgement Form"** means the form signed by Government Subscriber's Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).

3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. **GUARANTEES OF CONFIDENTIALITY.** Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 **Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. **INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. **COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

11. **AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Polices & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.

12.1 **Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. **WARRANTY DISCLAIMERS.**

15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.

22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Donald Lorsung

Title Isanti City Administrator

Office City of Isanti

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology Division of State Court Administration

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.

2. I understand that I am not to share my login and password information.

3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.

5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.

6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.

7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.

8. I understand that should I violate paragraphs **3.**, **4.**, or **5.**, it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____ By: _____
Employee/Student Attorney/Contractor for Agency

RESOLUTION NO. 2016-

RESOLUTION APPROVING A CHECK BE WRITTEN TO HEAVENLY SUNSHINE PRESCHOOL FOR VOLUNTEERING AT THE COMMUNITY MOVIE NIGHT

WHEREAS, free public movie nights at the Isanti Community Center were approved by City Council January 21, 2014 Resolution No. 2014-013; and,

WHEREAS, the City of Isanti receives requests from various non-profit youth organizations and groups from Isanti to volunteer at the ICC Movie Nights approved by City Council September 16, 2014 Resolution No. 2014-226 ; and,

WHEREAS, the volunteer group per the policy are to receive the profits from the concessions sold at the movie night; and,

WHEREAS, the City of Isanti received an application for Heavenly Sunshine to volunteer on January 15, 2016; and,

WHEREAS, the profit from the January 15, 2016 movie night was $133.83; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that a check will be written to Heavenly Sunshine Preschool in the amount of $133.83.

This resolution was duly adopted by the Isanti City Council this 2nd day of February, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
January 26, 2016
City Council Chambers

1. Meeting Opening.

A. Call to Order.
Wood called the meeting to order at 6:00 p.m.

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jamie Bergwick, Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Members Absent:	None
Staff Present:	Josi Wood, Public Services Director

D. Agenda Modifications.
Wood asked if there were any agenda modifications. There were none.

Motion by Wimmer, second by Zdon to approve the January 26th, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Organization of Advisory Bodies as per Chapter 8 of the Isanti City Code

A. Oath of Office for New Board Member
Wood stated the first item is the reelection of a board member. Jamie Bergwick has been reappointed. Wood stated in her packet was an Oath of Office form and that she would have Bergwick cite the Oath of Office pledge.

Bergwick cited the Oath of Office pledge.

B. Chair of Parks, Recreation and Culture Board
Wood asked if there were recommendations for the Chair seat.

Zdon stated that he would like to continue as chair.

Motion to nominate Aaron Zdon for the 2016 Parks, Recreation and Culture Board Chair by Bergwick. Second by Garvey. The vote was unanimously approved.

C. Vice-Chair of Park, Recreation and Culture Board
Zdon stated the next order of business is to appoint a Vice Chair.

Garvey stated she would like to continue to be Vice Chair for the 2016 Parks, Recreation and Culture Board.

Motion by Wimmer to nominate Jenny Garvey. Second by Bergwick. The vote was unanimously approved.

D. Secretary of Parks, Recreation and Culture Board

Motion by Wimmer for City Staff, Josi Wood, for position of secretary for the Parks, Recreation and Culture Board. Second by Bergwick. The vote was unanimously approved.

E. Approve Parks, Recreation and Culture Board Meeting Dates

Zdon stated the meetings are typically the fourth Tuesday and December has been excluded as usual due to Christmas week. Motion by Wimmer. Second by Bergwick. Vote was unanimously approved.

F. Review of Parks, Recreation and Culture Board Member Involvement with other Boards

Wood stated in the past there has been one member who has been a member of the Rum River BMX Association board and wanted to know if that should continue.

Zdon stated he would like to continue being on the Rum River BMX Board.

Motion made by Wimmer. Second by Garvey. Vote was unanimously approved.

G. Review of Conflict of Interest Policy – Resolution No. 2016-008

Joslin approached the podium, introduced himself and thoroughly presented the 2016 Conflict of Interest policy. Joslin asked the Members of the Board if they had any questions and that he would be available to be contacted for questions as well. Joslin asked each member to sign that the have reviewed and agreed to the policy and turn the paperwork into City staff Wood at the end of the meeting.

3. Approval of Minutes from November 24, 2015 Park, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Bergwick. Vote was unanimously approved.

4. Schedule Annual Park Tour

Wood stated that the annual park tour is typically done at the April meeting. Wood stated that if they keep that tradition that the date would be April 26th, 2016.

Zdon asked if anyone had any conflicts with that date.

Motion to have the annual tour on the April 26th PRC Board meeting by Bergwick. Second by Garvey. Vote was unanimously approved.

5. 38 Acre Park Project Update

Wimmer stated that Council approved it after some discussion. He stated one member wasn't overly excited about it but that is because it is in his backyard and he didn't want it in his backyard. Wimmer stated staff has worked really hard and great staff really do make a great project. Wimmer described the project and that it will take time but included that the Master Gardeners believe the garden will fill up and the school will have a lot of participation similar to what is at the Cedar Creek School.

Wood stated she apologized that some of the copies did not print in their packet. She described the project details that were outlined on the funding page. She also provided the PRC Board with a draft of the plot sites. Wood stated that they would have more elevated/raised beds but there will be two for this year. She also described other elements of the project including the shed, tools and water. Wood described the dock that will be used as the bridge.

Wimmer stated we would be ADA compliant to the end of the bridge and then beyond that the trail will be what it is. That is why we will have it blocked out since there is a lot of ATV traffic.
Wood stated then there would be a trail that would lead the path down the river to the bridge.

Wood stated that we will also have the community garden. As is in the documents, there are the preliminary rules and regulations. Wood stated the cost of the plots were approved by Council. Wood asked if anyone had any questions.

There was discussion on the rules and regulations.

Garvey had some question about the cost of the plots and the size. She asked for more clarification on the sizes in regards to what is stated in the brochure to let people know the sizes of the plots.

Zdon asked if the price was per season and not month.

Wood stated the cost was per season.

Garvey had a concern about providing tools in a shed that was open to the public.

Wood stated that the Cambridge Community Garden does the same thing and have not had issues.

There was discussion regarding the availability of tools to renters of the plots as well as other comments on the rules flyer.

Wimmer stated he wanted to jump in to update the Board on the hockey rink. At Council Goal Setting, the Council had a consensus of what will be voted on at a next meeting, which was something the Board discussed and wished Garvey was there since she's the hockey person. What the Council is looking at is doing is the two rinks on the East side of the pine trees which will be closer to the warming house, and have temporary wood boards and liner. Then the pleasure rink next to it. Wimmer stated it is not set in stone but from a cost standpoint that is what is being looked at. Wimmer stated this may be a way we can ensure we will have outdoor hockey that is cost effective.

Garvey asked if that would be at the next Council meeting.

Wimmer stated that that is where we would be looking at it and obviously it is not set in stone yet. The PRC Board can certainly look at it but from a cost and staff standpoint of doing the wooden boards in regards to repair, it may ensure we will be able to have hockey.

Garvey asked at the next Council meeting.

Wimmer stated yes, it will be brought up with the overall goals.

Garvey stated that her husband was here because they had a few conversations. Garvey went into brief details of another option and Wimmer stated to have her or her husband call him to discuss a new potential path.

Wimmer needed to excuse himself from the meeting to attend another.

There was another brief discussion on the community garden brochure verbiage.

6. Draft Park Brochure for Review

Wood provided a draft of the parks brochure to the Board. She asked for comments and/or suggestions.

The PRC Board had a few minor changes in regards to clarification and grammar but all agreed it was a very well put together brochure.

7. Adjournment

Motion by Garvey, second by Bergwick to adjourn the January 26, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:43 p.m.

Dated at Isanti, Minnesota this 26th day of January 2016.

Respectfully submitted,

_____

Josi Wood
Public Services Director

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 16, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. February 2, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements
1. Parks, Recreation, and Culture Board Meeting — Tuesday, February 23, 2016 at 6:00 p.m.
2. City Council Meeting — Wednesday, March 2, 2016 at 7:00 p.m.
3. EDA Meeting — Wednesday, March 2, 2016
   (Immediately following the City Council Meeting)
4. Planning Commission Meeting — Tuesday, March 8, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings
1. Request from Property Resource Group for the Vacation of a Drainage and Utility Easement Lying with Isanti Commons First Addition

K. Business Items
1. Knights of Columbus Jacket Donation
2. Discuss C-I Bike/Walk Trail Amendment (Mayor Wimmer)
3. Resolution Approving a Five Thousand Dollar Increase to All Department Head Salaries and Amending the 2016 Budget (Mayor Wimmer)

City Administrator Don Lorsung
4. Ordinance Approving an Amendment to the Zoning Map to Rezone Lots 6 & 7, Block 3 of Isanti Meadows from R-1 Single Family Residential to Park and Open Space
5. Resolution Establishing and Appointing Members to the GreenStep Committee
6. Resolution for Public Works Lighting Upgrade and Grant Submission

City Engineer Brad DeWolf
7. Resolution for Water Treatment Plant Hatch Improvements

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $471,357.16 and Payroll in the amount of $88,997.56
2. Pay Request No. 1 – Railroad Avenue Pond in the Amount of $53,261.80
3. Final Minutes of the January 5, 2016 of the Economic Development Authority Meeting
4. Final Minutes of the January 12, 2016 of the Planning Commission Meeting
5. Animal Control Services – Amendment to Specifications
6. Resolution Authorizing the Conveyance of Outlot A, Mattson's Second Addition Pursuant to the Deed
7. Resolution Awarding Environmental Project to Carlson McCain and Authorization of Interfund Loan
8. Resolution Approving a Local Gambling Permit to the Cambridge-Isanti Rotary Club
9. Resolution Accepting Liquor Store Clerk III Angela Sheppard's Resignation

M. Other Communications

1. Draft Minutes of the February 2, 2016 of the Economic Development Authority Meeting
2. Draft Minutes of the February 9, 2016 of the Planning Commission Meeting
3. January Police Department Report
4. January Code Enforcement Report
5. January Building Permit Report
6. February Engineering Report

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
Tuesday, February 2, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Adam Johnson

Staff Present: City Administrator Don Lorsung, City Attorney Clark Joslin, Human Resources/City Clerk Karissa Henning, Lieutenant Travis Muyres, Economic Development Director Sean Sullivan, and Assistant City Engineer Jason Cook

D. Adopt Agenda

Addendum: Add new L.11 Resolution Authorizing Staff to Accept the Knights of Columbus Winter Jacket Donation for Children of Need in the Isanti Schools.

Motion by Collison, second by Lundeen to approve the agenda with addendum as presented. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. EDAM SnoBear Award

The Mayor thanked Economic Development Director Sean Sullivan for the fantastic job he did on the SnoBear project. The Mayor noted that this is the second EDAM award received by the City, the first was in 2008 for the Evercat Project, and there are many more great projects in the hopper. The Mayor commented that one of Sullivan's greatest strengths is his technical expertise, along with his knowledge of the available financial tools and his ability to work with a variety of people and organizations. The Mayor acknowledged that without Sullivan, the City may not have received this award. The Mayor noted that approximately $600,000 in state funds were brought in for this project, in addition to the $37,000 invested by the City through TIF Funds which were monies that could only be used for a project of this nature. The Mayor emphasized that although it's wonderful to receive the award and recognition for the hard work and many hours that go into a project such as this, it is the company itself which is the greater reward for the community. The Mayor noted that SnoBear will be adding close to 25 jobs and they have noted plans for expanding. The Mayor also noted that SnoBear is contracting with several local businesses which is a great spin-off benefit.

F. Approve City Council Minutes

1. January 19, 2016 – Regular Meeting of the City Council
2. January 25, 2016 – Goal Setting Meeting of the City Council

Motion by Lundeen, second by Bergley to approve the Regular City Council Minutes of the January 19, 2016 and the Goal Setting City Council Meeting Minutes of the January 25, 2016 meeting as presented.

Motion carried unanimously.

G. Citizens Input
None.

H. Announcements
Announcements were read.

I. Council Committee Reports
The Mayor mentioned that the City has received a request to consider some Mutual Aid Agreements for law enforcement with Isanti County. The Mayor wanted to make the Council aware that he has declined to participate in meetings regarding the Mutual Aid Agreements until further details regarding the agreements have been made explicit. The Mayor indicated that when he receives more information and has an opportunity to review the details, this will directed to the Police Committee for review as there are a number of issues that need to be considered.

J. Public Hearings
None

K. Business Items

1. **Resolution 2016-024 Approving Funding and Special Event Request for Two Cities, One Community Event Hosted by Isanti and Cambridge**

The Mayor noted that this was the event, held jointly with Cambridge, which was held for the first time last year. The Mayor stated his eagerness to continue with this endeavor and build upon the collaborative efforts of the two cities.

Motion by Bergley second by Lundeen to approve Resolution 2016-024 as presented. Motion carried unanimously.

2. **Resolution 2016-025 Approving the Park Name River Bluff Preserve for the 38-Acre Parkland Located in Rum River Meadows Outlot D**

Motion by Bergley second by Lundeen to approve Resolution 2016-025 as presented. Motion carried unanimously.

3. **Resolution 2016-026 Approving City Council Goals for Year 2016**

The Mayor made a few comments here. First, he stated that Parks, Recreation and Culture had been contacted by Mr. Garvey who will be working with the Hockey Arena Board. Garvey indicated that if the City was interested in donating the old hockey rink boards, which will no longer be used by the City, to the Hockey Arena Board; the Board is willing to create a hockey rink near the hockey arena which will have scheduled hours for open use. The Mayor emphasized that this does not mean that the City would discontinue plans for a hockey rink, but it would provide options for the City going forward, in addition to being a good use of equipment that would have been scrapped. The Council will need to have the Arena Board come forward with an official request. Garvey, who has had some communication with the Hockey Arena Board, will be working on that official request. When the request is received, the City would be approaching it as a donation from the City to the Arena Board. The Mayor wanted to address the issue at this time to see if there are any concerns amongst the Council members. Bergley asked for clarification as to whether further action by the City would be needed to remove the boards, etc. The Mayor responded that the Arena Board would arrange to have the hockey rink boards removed and be put into use however they saw

fit. Council members noted that the City could then get by simply building a pleasure rink. The Mayor reiterated that this issue would still need to come before Council before any action could be taken.

Motion by Lundeen second by Bergley to approve Resolution 2016-026 as presented. Motion carried unanimously.

4. **Resolution 2016-027 Approving a Final One-Year Extension for the Final Plat for Fairway Greens Phase 8 as Requested by IRET Properties**

Motion by Lundeen second by Collison to approve Resolution 2016-027 as presented. Motion carried unanimously.

5. **Resolution 2016-028 Approving a Computer Software Purchase Agreement with Civic Systems, LLC.**

The Mayor noted that this purchase was included in the current budget.

Motion by Collison second by Lundeen to approve Resolution 2016-028 as presented. Motion carried unanimously.

6. **Consider Resolutions to Accept Quotes for the 38 Acre Parkland Dock and Fence**
   a. **Resolution 2016-029 Accepting Bid for the Dock System at the 38-Acre Park**
   b. **Resolution 2016-030 Accepting Bid for the Installation of the Community Garden Fence**

The Finance Committee recommended accepting bids from Performance Dock and Lift for the dock system and Century Fence for the Community garden fence.

Motion by Lundeen second by Collison to approve Resolutions 2016-029 and 2016-030 as presented. Motion carried unanimously.

7. **Resolution 2016-031 Authorizing the Chief of Police to Accept the Mini Grant from the MN Department of Public Safety – Office of Traffic Safety for the Preliminary Breath Test (PBT's)**

Motion by Collison second by Bergley to approve Resolution 2016-031 as presented. Motion carried unanimously.

8. **Resolution 2016-032 Authorizing Staff to Accept the 2016 Shakopee Mdewakanton Sioux Community AED Life Program**

Motion by Collison second by Lundeen to approve Resolution 2016-032 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $183,091.08 and Payroll in the amount of $85,597.72
2. Final Minutes of the November 24, 2015 Park, Recreation and Culture Board Meeting
3. Final Pay Request - No. 2 – 2015 Pavement Management Project in the Amount of $9,018.74
4. **Resolution 2016-033** Authorizing the Police Department to Add an Additional Position to the Part Time Police Officer Roster
5. Consider Amendments to City Code and Fee Schedule – Community Garden Fees

a. **Ordinance 632** Amending the Code of the City of Isanti Chapter 160 Fees
b. **Resolution 2016-034** Adopting Fees Within the City of Isanti

6. **Resolution 2016-035** Acknowledging Permanent Employee Status for Public Services Director Josi Wood
7. **Resolution 2016-036** Acknowledging Permanent Employee Status for Administrative Data Clerk Carla Scharber
8. **Resolution 2016-037** Acknowledging Permanent Employee Status for Investigator Dusten Noreen
9. **Resolution 2016-038** Authorizing the City Attorney and City Attorney Staff to Access MGA (Minnesota Governmental Agency) Electronic Records
10. **Resolution 2016-039** Approving a Check be Written to Heavenly Sunshine Preschool for Volunteering at the Community Movie Night
11. **Resolution 2016-040** Authorizing Staff to Accept the Knights of Columbus Winter Jacket Donation for Children of Need in the Isanti Schools

Motion by Lundeen second by Bergley to approve the consent agenda. Motion carried unanimously.

Adjournment
Motion by Bergley second by Lundeen to adjourn. Motion carried unanimously. Meeting adjourned at 9:14 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

A Community For Generations.

Isanti

J.1.

PUBLIC HEARING

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: November 17th, 2015

Subject: Approval of the request from Property Resource Group to Vacate a drainage and utility easement within Isanti Commons First Addition.

Background

Isanti Commons First Addition is located East of Highway 65 and South of Heritage Boulevard, where the new Coborn's grocery store is to be constructed. This property is being split to allow for development on the southern portion of the lot, thus requiring the vacation of a drainage and utility easement so as not to impede development. Drainage will be directed to an alternate easement location within the newly platted lot. The easement to be vacated is as described below:

That part of Outlot A, ISANTI COMMONS, Isanti County, Minnesota, described as follows:

> Commencing at the northeast corner of said ISANTI COMMONS; thence South 01 degrees 10 minutes 49 seconds East on an assumed bearing along the East line of said ISANTI COMMONS, a distance of 754.53 feet; thence southwesterly a distance of 141.09 feet along a tangential curve concave northwesterly having a central angle of 26 degrees 56 minutes 47 seconds and a radius of 300.00 feet; thence North 60 degrees 00 minutes 37 seconds West, a distance of 30.09 feet to the point of beginning; thence continuing on said line North 60 degrees 00 minutes 37 seconds West, a distance of 84.12 feet; thence South 29 degrees 59 minutes 23 seconds West, a distance of 51.58 feet; thence South 60 degrees 00 minutes 37 seconds East, a distance of 113.95 feet; thence North 32 degrees 50 seconds 58 minutes East, a distance of 15.83 feet; thence northeasterly a distance of 35.80 feet along a tangential curve concave northwesterly having a central angle of 07 degrees 35 minutes 48 seconds and a radius of 270.00 feet to the point of beginning.

A public hearing was set by the City Council January 5th, 2016 for the February 16th, 2016 City Council meeting.

Public Hearing Notice

Notice was published within the Isanti County News on Wednesday, January 27th and Wednesday, February 3rd. Notice was also provided to property owners living within the subject area of the vacation that may be impacted by such a vacation. City staff has received no questions or comments regarding the vacation.

Staff Request

City Staff is requesting action on this item.

Attachments

- Findings of Fact
- Resolution No. 2016-
- Property Survey showing Easement Location

CERTIFICATE OF COMPLETION

Don Lorsung, City Administrator/City Clerk of the City of Isanti, State of Minnesota, pursuant to Minnesota Statutes 412.851 hereby states as follows:

1. NOTICE IS HEREBY GIVEN that pursuant to the attached Resolution duly adopted by the City Council of Isanti, Isanti County, Minnesota, as provided under Minnesota Statutes 412.851 and Minnesota Statutes 462.358, Subd. 7, that the City Council of Isanti has completed the vacation of the public drainage and utility easement as described herein as of February 16, 2016.

2. Attached hereto is a copy of said Resolution, which copy is hereby certified to be true and correct copy of the original Resolution, on file and of record in the office of the City Clerk in and for the City of Isanti.

3. The subject public drainage and utility easement which has been vacated by the City of Isanti is as described on the attached Exhibit "A", attached hereto and made a part hereof.

4. The City Clerk hereby certifies that said vacation as evidenced by Resolution No. 2016-XXX attached hereto, has been completed.

CITY OF ISANTI

Dated: _____

By: _____
Its City Clerk

'EXHIBIT A'

CITY OF ISANTI
COUNTY OF ISANTI
STATE OF MINNESOTA

RESOLUTION NO. 2016-XXX

A RESOLUTION VACATING A UTILITY EASEMENT

THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Council of the City of Isanti previously passed Resolution No. 2016-004 noting its interest in vacating pursuant to Minnesota Statute 412.851 a utility easement legally described as:

That part of Outlot A, ISANTI COMMONS, Isanti County, Minnesota, described as follows:

Commencing at the northeast corner of said ISANTI COMMONS; thence South 01 degrees 10 minutes 49 seconds East on an assumed bearing along the East line of said ISANTI COMMONS, a distance of 754.53 feet; thence southwesterly a distance of 141.09 feet along a tangential curve concave northwesterly having a central angle of 26 degrees 56 minutes 47 seconds and a radius of 300.00 feet; thence North 60 degrees 00 minutes 37 seconds West, a distance of 30.09 feet to the point of beginning; thence continuing on said line North 60 degrees 00 minutes 37 seconds West, a distance of 84.12 feet; thence South 29 degrees 59 minutes 23 seconds West, a distance of 51.58 feet; thence South 60 degrees 00 minutes 37 seconds East, a distance of 113.95 feet; thence North 32 degrees 50 seconds 58 minutes East, a distance of 15.83 feet; thence northeasterly a distance of 35.80 feet along a tangential curve concave northwesterly having a central angle of 07 degrees 35 minutes 48 seconds and a radius of 270.00 feet to the point of beginning,

and setting a public hearing to consider the vacation of such drainage and utility easement: and,

WHEREAS, a public hearing to consider the vacation of the utility easement was held on the 16th day of February, 2016, before the City Council of the City of Isanti in the City Hall located at 110 First Avenue NW at 7:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the Community Development Director on the 8th day of February, 2016 and all interested and affected persons were given the opportunity to voice their concerns and be heard; and,

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and,

WHEREAS, the City Council of the City of Isanti in its discretion has determined that the vacation will not hinder the public interest because the drainage will be redirected to an onsite ponding area; and,

WHEREAS, all members of the City Council of the City of Isanti concur in this Resolution; and,

NOW THEREFORE, BE IT UNANIMOUSLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, COUNTY OF ISANTI, MINNESOTA, that such petition for vacation is hereby granted and the utility easement located on the property legally described as Outlot A, Isanti Commons described as follows be hereby vacated:

That part of Outlot A, ISANTI COMMONS, Isanti County, Minnesota, described as follows: Commencing at the northeast corner of said ISANTI COMMONS; thence South 01 degrees 10 minutes 49 seconds East on an assumed bearing along the East line of said ISANTI COMMONS, a distance of 754.53 feet; thence southwesterly a distance of 141.09 feet along a tangential curve concave northwesterly having a central angle of 26 degrees 56 minutes 47 seconds and a radius of 300.00 feet; thence North 60 degrees 00 minutes 37 seconds West, a distance of 30.09 feet to the point of beginning; thence continuing on said line North 60 degrees 00 minutes 37 seconds West, a distance of 84.12 feet; thence South 29 degrees 59 minutes 23 seconds West, a distance of 51.58 feet; thence South 60 degrees 00 minutes 37 seconds East, a distance of 113.95 feet; thence North 32 degrees 50 seconds 58 minutes East, a distance of 15.83 feet; thence northeasterly a distance of 35.80 feet along a tangential curve concave northwesterly having a central angle of 07 degrees 35 minutes 48 seconds and a radius of 270.00 feet to the point of beginning.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution and that the City Clerk is hereby directed to file a Notice in writing of the completion of these vacation proceedings, together with a certified copy of this Resolution, with the County Recorder in and for Isanti County, Minnesota.

Adopted by the Isanti City Council this 16th day of February 2016.

EFECTIVE DATE: February 16, 2016

	AYES	NAYS
George Wimmer, Mayor		
Dan Collison		
Adam Johnson		
Paul Bergley		
Steve Lundeen		

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

FINDINGS OF FACT AND CONCLUSION

Request

Request from Property Resource Group for the Vacation of that part of Outlot A, ISANTI COMMONS, Isanti County, Minnesota, described as follows:

> Commencing at the northeast corner of said ISANTI COMMONS; thence South 01 degrees 10 minutes 49 seconds East on an assumed bearing along the East line of said ISANTI COMMONS, a distance of 754.53 feet; thence southwesterly a distance of 141.09 feet along a tangential curve concave northwesterly having a central angle of 26 degrees 56 minutes 47 seconds and a radius of 300.00 feet; thence North 60 degrees 00 minutes 37 seconds West, a distance of 30.09 feet to the point of beginning; thence continuing on said line North 60 degrees 00 minutes 37 seconds West, a distance of 84.12 feet; thence South 29 degrees 59 minutes 23 seconds West, a distance of 51.58 feet; thence South 60 degrees 00 minutes 37 seconds East, a distance of 113.95 feet; thence North 32 degrees 50 seconds 58 minutes East, a distance of 15.83 feet; thence northeasterly a distance of 35.80 feet along a tangential curve concave northwesterly having a central angle of 07 degrees 35 minutes 48 seconds and a radius of 270.00 feet to the point of beginning.

Findings of Fact

1. The applicant received Final Plat Approval for Isanti Commons Second Addition on January 19th, 2016 (Resolution No. 2016-015).
2. The petitioner has petitioned for the vacation of a drainage and utility easement shown on such plat for Isanti Commons Second Addition.
3. Such property is legally described as Outlot A, Isanti Commons.
4. The property is zoned "B-2" General Business District within Isanti Commons.
5. The property is currently vacant.
6. The petitioner is requesting the vacation of the easement in order to develop the site. Drainage that was intended to go into these easements will be redirected to a pond that will be constructed as part of this lots development.
7. A complete application was received on December 28th, 2015 and a public hearing date was set by the City Council on January 5th, 2016 for Tuesday, February 16th, 2016 (Resolution No. 2016-004).
8. Notice of the Vacation of an Easement Area was published within the Isanti County News on Wednesday, January 27th, 2016 and Wednesday, February 3rd, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
9. Property taxes are up to date and current as of December 28th, 2015.

Conclusions

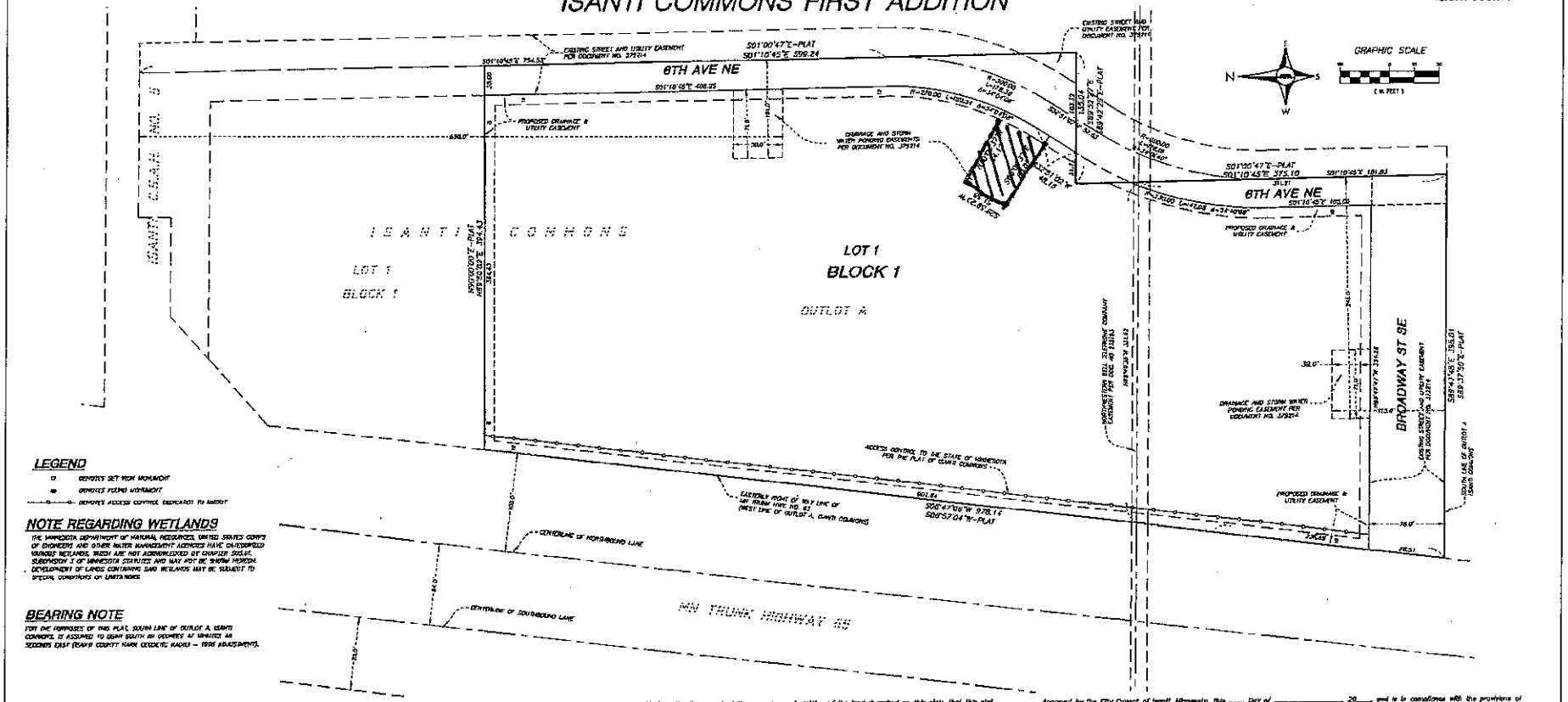
1. The vacation of the drainage easements will not adversely affect the public as drainage will be redirected to an onsite pond.

Decision

The City Council reviewed the item at their regularly scheduled meeting on **February 16th, 2016.** The meeting minutes will be made part of the Findings of Fact.

ISANTI COMMONS FIRST ADDITION

SEC. 29, TWP. 35, RNG. 23
ISANTI COUNTY



LEGEND

- ⊡ DENOTES SET IRON MONUMENT
- ● DENOTES FOUND MONUMENT
- ——6—— DENOTES ACCESS CONTROL EASEMENT TO BE GRANTED

NOTE REGARDING WETLANDS

THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES, UNITED STATES CORPS OF ENGINEERS AND OTHER WATER MANAGEMENT AGENCIES HAVE DELINEATED VARIOUS WETLANDS, WHICH ARE NOT ACKNOWLEDGED BY CHAPTER 505.01, SUBDIVISION 1 OF MINNESOTA STATUTES AND MAY NOT BE SHOWN HEREON. DEVELOPMENT OF LANDS CONTAINING SAID WETLANDS MAY BE SUBJECT TO SPECIAL CONDITIONS OR LIMITATIONS.

BEARING NOTE

FOR THE PURPOSES OF THIS PLAT, SOUTH LINE OF OUTLOT A, ISANTI COMMONS, IS ASSUMED TO BEAR SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST (ISANTI COUNTY MARK GEODETIC VALUES – 1996 ADJUSTMENT).

KNOW ALL MEN BY THESE PRESENTS: That Isanti Holdings, LLC, owner and proprietor of the following described property situated in the County of Isanti, State of Minnesota, to wit:

Outlot A, ISANTI COMMONS, Isanti County, Minnesota.

Subject to easements, restrictions, or reservations of record, if any.

Has caused the same to be surveyed and platted as ISANTI COMMONS FIRST ADDITION and do hereby donate and dedicate to the public for public use forever the public way as shown on this plat, and also dedicating the easements as shown on this plat for public utility and/or drainage purposes only.

In witness whereof said Isanti Holdings, LLC has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

_____
Kevin L. Christianson, President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument by Kevin L. Christianson, President of Isanti Commons, LLC, a Minnesota limited liability corporation, on behalf of the corporation, was acknowledged before me this _____ day of _____, 20____.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____.

I hereby certify that I have surveyed and platted or directly supervised the surveying and platting of the land described on this plat; that this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated on the plat; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of the date are shown and labeled; and all public ways are shown and labeled; and that there are no wetlands, as defined in MS 505.01, Subd. 3, or public highways to be designated other than shown. (Subject to note regarding wetlands on the face of this plat.)

"DRAFT"
Kyle J. Reddy, Land Surveyor
Minnesota License Number 42037

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kyle J. Reddy, Land Surveyor, Minnesota License Number 42037.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____.

I hereby certify that this plat has been checked and recommended for approval as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20____.

_____
Isanti County Surveyor
Min. License No. _____

Approved by the City Council of Isanti, Minnesota, this _____ day of _____, 20____, and is in compliance with the provisions of Chapter 505.03, Subd. 2, Minnesota Statutes.

_____ _____
Mayor City Administrator

Approved as to form and execution this _____ day of _____, 20____.

_____
Isanti City Attorney

Recommended for approval this _____ day of _____, 20____.

_____
Isanti City Engineer

Approved by the Planning Commission of the City of Isanti, Minnesota on this _____ day of _____, 20____.

_____ Attest _____
Chairperson Secretary

I hereby certify that the taxes for the year _____ on the property described hereon have been paid and that there are no delinquent taxes and transfer entered on this _____ day of _____, 20____.

_____ By _____, Deputy
Isanti County Auditor–Treasurer

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20____ at _____ o'clock ___M. and was duly recorded as Document No. _____.

_____
County Recorder, Isanti County, Minnesota

APA CONSULTING
CAMBRIDGE, MN

A Community For Generations.

Isanti

K.3.

MEMO

To: **Mayor and City Council**
From: Karissa Henning, Human Resources/ City Clerk
Date: February 16, 2016
Subject: Department Head Pay Increase

Background:
Staff was directed to review with the Personnel Committee increasing pay for all department heads by $5,000 dollars at the 2016 City Council goal setting session due to the City's pay for department heads being lower than neighboring Cities.

Personnel Committee Review:
The Personnel Committee reviewed increasing department head salaries by $5,000 and recommends making the adjustment to all department head salaries at the beginning of the pay scale (step 1).

Attached for Council review and consideration is the increase of department head salaries by $5,000 at the beginning of the pay scale (step 1) for each position. The total impact to the budget for this increase in department head salaries across all funds is $42,155.62 for the remainder of the 2016 year. It is recommended to amend the 2016 budget and to fund this additional expense by increasing the transfer from the Liquor Store by $42,155.62.

Council Action:
Approval of a $5,000 dollar increase to all department head salaries effective pay period 6 of 2016 (February 21, 2016), an amendment to the 2016 budget in the amount of $42,155.62, and to fund this expense by increasing the transfer from the Liquor Store by $42,155.62.

Attachments:
- Resolution Approving a $5,000 Increase to All Department Head Salaries and Amending the 2016 Budget
- 2016 Department Head Pay Schedule - $5,000 Dollar Increase at Step 1
- 2016 Department Head Pay Schedule - Current
- 2016 Budget Impact for $5,000 Dollar Increase

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING A FIVE THOUSAND DOLLAR INCREASE TO ALL DEPARTMENT HEAD SALARIES AND AMENDING THE 2016 BUDGET

WHEREAS, the City of Isanti has noticed its pay for department head positions is lower than neighboring cities; and,

WHEREAS, at City Council goal setting the Personnel Committee was directed to look into increasing all department head positions by $5,000 dollars; and,

WHEREAS, the Personnel Committee reviewed this matter and recommends increasing all department head salaries by $5,000; and,

WHEREAS, the $5,000 dollar increase is to start at the beginning of the pay scale (step 1) and will be effective the start of pay period 6 of 2016 (February 21, 2016); and,

WHEREAS, the 2016 budget was approved on December 1, 2015 and it is recommended to amend the budget to include the department head salary increase in the amount of $42,155.62.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA:

1.) That all department head positions be increased by $5,000 dollars beginning at step 1 of the pay scale (as attached) and will be effective the start of pay period 6 of 2016 (February 21, 2016).

2.) The 2016 budget is hereby amended to include the department head salary increase effective pay period 6 of 2016 in the amount of $42,155.62 and to fund this expense by increasing the transfer from the Liquor Store by $42,155.62.

This resolution was duly adopted by the Isanti City Council this 16th day of February, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Department Head $5,000 Increase starting @ Step 1

JOB CLASSIFICATION	POINTS	STEP 1	STEP 1.5	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	1/1/2016
2016		0.895	0.913	0.930	0.965	1.000	1.035	1.070	1.105	
City Administrator	864	$7,436.65		$7,727.47	$8,018.28	$8,309.10	$8,599.92	$8,890.74	$9,181.56	1.030
per hour		$42.90		$44.58	$46.26	$47.94	$49.61	$51.29	$52.97	
per pay period		$3,432.30		$3,566.52	$3,700.75	$3,834.97	$3,969.19	$4,103.42	$4,237.64	
per year		$89,239.76		$92,729.59	$96,219.41	$99,709.23	$103,199.06	$106,688.88	$110,178.70	
Finance Director	665	$6,497.61		$6,751.71	$7,005.81	$7,259.90	$7,514.00	$7,768.10	$8,022.19	
per hour		$37.49		$38.95	$40.42	$41.88	$43.35	$44.82	$46.28	
per pay period		$2,998.90		$3,116.17	$3,233.45	$3,350.72	$3,468.00	$3,585.28	$3,702.55	
per year		$77,971.36		$81,020.52	$84,069.68	$87,118.84	$90,168.00	$93,217.16	$96,266.32	
Police Chief	643	$6,095.16		$6,333.52	$6,571.88	$6,810.24	$7,048.59	$7,286.95	$7,525.31	
per hour		$35.16		$36.54	$37.91	$39.29	$40.66	$42.04	$43.42	
per pay period		$2,813.15		$2,923.16	$3,033.17	$3,143.19	$3,253.20	$3,363.21	$3,473.22	
per year		$73,141.94		$76,002.24	$78,862.54	$81,722.84	$84,583.14	$87,443.44	$90,303.73	
Public Services Director	604	$5,901.84	$6,017.24	$6,132.64	$6,363.44	$6,594.24	$6,825.03	$7,055.83	$7,286.63	
per hour		$34.05	$34.71	$35.38	$36.71	$38.04	$39.38	$40.71	$42.04	
per pay period		$2,723.93	$2,777.19	$2,830.45	$2,936.97	$3,043.49	$3,150.02	$3,256.54	$3,363.06	
per year		$70,822.08	$72,206.87	$73,591.66	$76,361.24	$79,130.82	$81,900.40	$84,669.98	$87,439.56	
Community Development Director	511	$5,507.16		$5,722.52	$5,937.89	$6,153.25	$6,368.61	$6,583.98	$6,799.34	
per hour		$31.77		$33.01	$34.26	$35.50	$36.74	$37.98	$39.23	
per pay period		$2,541.77		$2,641.16	$2,740.56	$2,839.96	$2,939.36	$3,038.76	$3,138.16	
per year		$66,085.91		$68,670.28	$71,254.65	$73,839.01	$76,423.38	$79,007.74	$81,592.11	
Economic Development Director	417	$5,450.21		$5,663.34	$5,876.48	$6,089.62	$6,302.75	$6,515.89	$6,729.03	
per hour		$31.44		$32.67	$33.90	$35.13	$36.36	$37.59	$38.82	
per pay period		$2,515.48		$2,613.85	$2,712.22	$2,810.59	$2,908.96	$3,007.33	$3,105.70	
per year		$65,402.49		$67,960.13	$70,517.77	$73,075.41	$75,633.05	$78,190.69	$80,748.33	
Liquor Store Manager	358	$4,721.35		$4,905.98	$5,090.61	$5,275.25	$5,459.88	$5,644.52	$5,829.15	
per hour		$27.24		$28.30	$29.37	$30.43	$31.50	$32.56	$33.63	
per pay period		$2,179.08		$2,264.30	$2,349.51	$2,434.73	$2,519.95	$2,605.16	$2,690.38	
per year		$56,656.16		$58,871.77	$61,087.37	$63,302.98	$65,518.58	$67,734.18	$69,949.79	
Human Resources/City Clerk	280	$4,633.47		$4,814.66	$4,995.86	$5,177.06	$5,358.26	$5,539.45	$5,720.65	
per hour		$26.73		$27.78	$28.82	$29.87	$30.91	$31.96	$33.00	
per pay period		$2,138.52		$2,222.15	$2,305.78	$2,389.41	$2,473.04	$2,556.67	$2,640.30	
per year		$55,601.60		$57,775.97	$59,950.33	$62,124.70	$64,299.06	$66,473.43	$68,647.79	

Department Head @ Current Rate

JOB CLASSIFICATION	POINTS	STEP 1	STEP 1.5	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	1/1/2016
2016		0.895	0.913	0.930	0.965	1.000	1.035	1.070	1.105	
City Administrator	864	$7,019.97		$7,294.49	$7,569.02	$7,843.54	$8,118.07	$8,392.59	$8,667.11	1.030
per hour		$40.50		$42.08	$43.67	$45.25	$46.84	$48.42	$50.00	
per pay period		$3,239.99		$3,366.69	$3,493.39	$3,620.10	$3,746.80	$3,873.50	$4,000.21	
per year		$84,239.65		$87,533.94	$90,828.22	$94,122.51	$97,416.80	$100,711.09	$104,005.38	
Finance Director	665	$6,080.94		$6,318.74	$6,556.54	$6,794.34	$7,032.15	$7,269.95	$7,507.75	
per hour		$35.08		$36.45	$37.83	$39.20	$40.57	$41.94	$43.31	
per pay period		$2,806.59		$2,916.34	$3,026.10	$3,135.85	$3,245.61	$3,355.36	$3,465.12	
per year		$72,971.25		$75,824.87	$78,678.50	$81,532.12	$84,385.75	$87,239.37	$90,092.99	
Police Chief	643	$5,678.49		$5,900.55	$6,122.61	$6,344.68	$6,566.74	$6,788.80	$7,010.87	
per hour		$32.76		$34.04	$35.32	$36.60	$37.89	$39.17	$40.45	
per pay period		$2,620.84		$2,723.33	$2,825.82	$2,928.31	$3,030.80	$3,133.29	$3,235.78	
per year		$68,141.82		$70,806.59	$73,471.35	$76,136.12	$78,800.88	$81,465.64	$84,130.41	
Public Services Director	604	$5,485.16	$5,592.42	$5,699.67	$5,914.17	$6,128.68	$6,343.18	$6,557.68	$6,772.19	
per hour		$31.65	$32.26	$32.88	$34.12	$35.36	$36.60	$37.83	$39.07	
per pay period		$2,531.61	$2,581.12	$2,630.62	$2,729.62	$2,828.62	$2,927.62	$3,026.62	$3,125.62	
per year		$65,821.97	$67,108.99	$68,396.01	$70,970.06	$73,544.10	$76,118.14	$78,692.19	$81,266.23	
Community Development Director	511	$5,090.48		$5,289.55	$5,488.62	$5,687.69	$5,886.76	$6,085.83	$6,284.90	
per hour		$29.37		$30.52	$31.67	$32.81	$33.96	$35.11	$36.26	
per pay period		$2,349.45		$2,441.33	$2,533.21	$2,625.09	$2,716.97	$2,808.84	$2,900.72	
per year		$61,085.80		$63,474.63	$65,863.46	$68,252.29	$70,641.12	$73,029.95	$75,418.78	
Economic Development Director	417	$5,033.53		$5,230.37	$5,427.22	$5,624.06	$5,820.90	$6,017.74	$6,214.58	
per hour		$29.04		$30.18	$31.31	$32.45	$33.58	$34.72	$35.85	
per pay period		$2,323.17		$2,414.02	$2,504.87	$2,595.72	$2,686.57	$2,777.42	$2,868.27	
per year		$60,402.38		$62,764.48	$65,126.59	$67,488.69	$69,850.79	$72,212.90	$74,575.00	
Liquor Store Manager	358	$4,304.67		$4,473.01	$4,641.35	$4,809.69	$4,978.03	$5,146.37	$5,314.71	
per hour		$24.83		$25.81	$26.78	$27.75	$28.72	$29.69	$30.66	
per pay period		$1,986.77		$2,064.47	$2,142.16	$2,219.86	$2,297.55	$2,375.25	$2,452.94	
per year		$51,656.05		$53,676.12	$55,696.19	$57,716.26	$59,736.32	$61,756.39	$63,776.46	
Human Resources/City Clerk	280	$4,216.79		$4,381.69	$4,546.60	$4,711.50	$4,876.40	$5,041.30	$5,206.21	
per hour		$24.33		$25.28	$26.23	$27.18	$28.13	$29.08	$30.04	
per pay period		$1,946.21		$2,022.32	$2,098.43	$2,174.54	$2,250.65	$2,326.76	$2,402.86	
per year		$50,601.49		$52,580.32	$54,559.15	$56,537.98	$58,516.81	$60,495.64	$62,474.46	

	Step 1 Implementation	Current Budget	Salary Impact	2016 Budget Impact based on Implementation effective pay period 6		
				Salary Impact	Benefit Impact	Total Impact
City Administrator	$110,178.70	$104,005.38	($6,173.33)	(4,748.71)	(719.43)	(5,468.14)
Finance Director	$90,390.82	$84,594.28	($5,796.54)	(4,458.88)	(675.52)	(5,134.40)
Police Chief	$89,588.66	$83,464.22	($6,124.44)	(4,711.11)	(831.51)	(5,542.62)
Public Services Director	$77,606.22	$72,127.14	($5,479.08)	(4,214.68)	(638.52)	(4,853.20)
Community Development Director	$76,443.26	$70,659.50	($5,783.76)	(4,449.05)	(674.03)	(5,123.08)
Economic Development Director	$80,748.33	$74,575.00	($6,173.33)	(4,748.71)	(719.43)	(5,468.14)
Liquor Store Manager	$69,949.79	$63,776.46	($6,173.33)	(4,748.71)	(719.43)	(5,468.14)
Human Resources/City Clerk	$65,478.24	$59,589.94	($5,888.30)	(4,529.46)	(686.21)	(5,215.67)
Totals	$660,384.02	$612,791.92	($47,592.10)	(36,609.31)	(5,546.31)	(42,155.62)

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: February 16, 2016

Subject: Request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses.

Background

City staff received a listing of tax forfeited properties for 2015 last year. Among those were properties located in Isanti Meadows at 605 and 607 Fir St SW (PID 16.103.0550 and 16.103.0560). The City applied for a Conditional Use Deed to acquire these two parcels for public park use which was approved by Isanti County and the State of Minnesota. In order to use the property for park and open space uses, the property needs to be rezoned to Park and Open Space (POS) through an amendment to the zoning map.

The City has three (3) years to use the parcels as a neighborhood park of open space and include one of the following sports amenities: tennis court, basketball court or volleyball court. Should the land not be used as listed on the Conditional Use Deed, it would revert back to the State.

Zoning Ordinance Requirements

The purpose of the "POS" Parks and Open Space Overlay District is to protect and preserve parks, open space, and undevelopable land and areas with valuable environmental qualities from further development and to provide for the recreational use of land and structures within the City.

The Planning Commission shall conduct a public hearing, and report its findings and make recommendations to the City Council. The Planning Commission shall consider possible adverse effects of the proposed amendment. The judgment of the Planning Commission with regard to the application shall be based upon, but is not limited to, the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
3. There is adequate infrastructure available to service the proposed action.
4. There is an adequate buffer or transition provided between potentially incompatible districts.

Comprehensive Plan

The purpose of this category is to identify portions of Isanti that contain existing or planned park and open space uses. Examples of park and open space uses include local and state parks, wildlife areas, and other outdoor recreation facilities, as well as passive open space areas that are prioritized as protected on the natural areas map.

In addition to the parks and open space areas designated as such on the Land Use Plan map, new residential developments should incorporate neighborhood parks as they are developed.

Public Notice
Notice of the Map Amendment was published in the official City newspaper, Isanti County News; on Wednesday, January 27th, 2016. Mailed notice was provided to property owners within 350' of the subject property.

Public Comments
No public comments had been received regarding the proposed text amendment prior to the release of the staff memo.

Planning Commission Recommendation:
Motion by Kennedy second by Lind-Livingston to recommend approval of the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses based on the Findings of Fact and Conclusions. Motion carried unanimously.

Deadline for City Council Action
The City of Isanti received a complete application for this request on January 21st, 2016. Pursuant to Minnesota State Statute, the City must act on this request by March 21st, 2016 (60-days); unless an extension of the review period has been agreed to by the applicant.

Staff Request
City staff is requesting a recommendation on this item, which would be forwarded to the City Council at their February 16th, 2016 meeting.

Options and Proposed Motion Language
1. Recommend Approval with No Conditions: Motion to recommend approval of the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses with the following changes....
3. Recommend Denial: Motion to recommend denial of the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses for the following reasons....
4. Table: Motion to table the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses (a specific reason and information request should be included in the motion to table).

Attachments
- Ordinance No. XXX
- Findings of Fact and Conclusions
- Map of parcels

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO.445 (ZONING): THE OFFICIAL ZONING MAP

THE CITY OF ISANTI DOES ORDAIN:

WHEREAS, the City of Isanti obtained Parcel 16.103.0550 legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows for park and open space uses; and,

WHEREAS, such parcels are in the "R-1" Single Family District; and,

WHEREAS, the City is requesting to amend the zoning map to reflect Parcel's 16.103.0550 and 16.103.0560 as Park and Open Space; and,

WHEREAS, at their regular meeting on February 9, 2016, the City of Isanti Planning Commission held a public hearing to take public comments; and

WHEREAS, the Planning Commission voted unanimously to recommend approval of the rezone request; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Isanti that Parcel 16.103.0550 legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows in the City of Isanti, Minnesota, subject to easements, restrictions and reservations of record, is approved the re-zone request from "R-1" Single Family Residential to Park and Open Space.

EFFECTIVE DATE
This Ordinance shall take effect the day following its publication in the City's Official Newspaper.

Adopted by the City Council this 16th day of February 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning, Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses.

Findings of Fact

1. The property owners, the City of Isanti, filed an application to rezone Parcel No. 16.103.0550and Parcel 16.103.0560from "R-1" Single Family Residential District to "POS" Park and Open Space District.
2. The property is legally described as follows: Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows.
3. The rezoning of the property would permit the property to be slated for park and open space uses.
4. The Comprehensive Plan has a land use encourages the incorporation of neighborhood parks.
5. The requested to rezone this property on January 21st, 2016. Pursuant to Minnesota State Statute, the City must act on this request by March 21st, 2016 (60-day rule).
6. A public hearing date before the Planning Commission was scheduled for Tuesday, February 9th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
8. Notice of the Rezoning request was published within the Isanti County News on Wednesday, January 27th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
9. Section 21, Article 1: Amendments (Text and Map), Subdivision 4 (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Rezoning request.

Conclusions

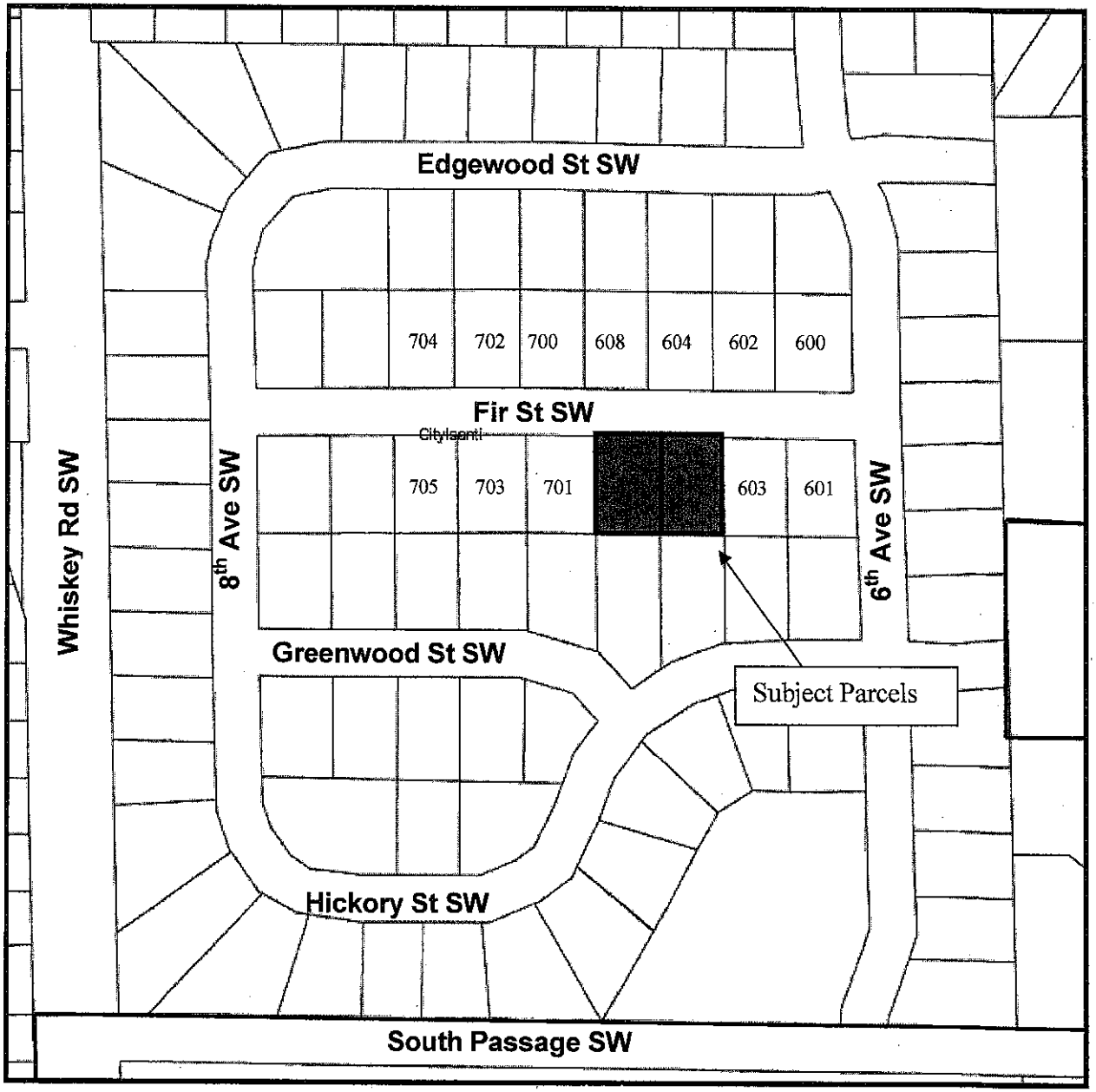
A. In review of the factors established in Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Comprehensive Plan, including public facilities and capital improvement plans.
      The identified parcels fit within the concept of implementing neighborhood parks. One of the Comprehensive Plan's objectives is to provide passive parkland and open space areas to enhance the quality of life in existing and future neighborhoods
   2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
      The rezoning of the parcel would meet the purpose and intent of the district in which the property is located. Park and open space is suitable and beneficial to residential neighborhoods.
   3. There is adequate infrastructure available to service the proposed action.
      Any necessary infrastructure is already in place in this area should the City need connect to it.
   4. There is an adequate buffer or transition provided between potentially incompatible districts.
      Parks and open space are compatible with residential uses.

Decision

The Planning Commission reviewed the request in a public hearing on **February 9th, 2016**. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Motion by Kennedy second by Lind-Livingston to recommend approval of the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel 16.103.0560, legally described as Lot 7, Block 1, Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses based on the Findings of Fact and Conclusions. Motion carried unanimously.



Isanti Meadows Neighborhood

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Isanti

K.5.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: February 16th, 2016

Subject: Resolution Establishing and Appointing Members to the GreenStep Committee.

Background

Last year the City Council passed Resolution No. 2015-181 authorizing the City of Isanti to participate in the Minnesota GreenStep Cities Program. One of the items that need to be completed in order to reach the next level (Step 3) in the GreenStep Cities Program is to establish a committee to oversee and coordinate sustainable efforts within the community. Up to this point the Development and Operations Advisory Committee has been overseeing these efforts.

DOAC reviewed the matter at their February 4th, 2016 meeting and recommended that the City Council consider establishing a GreenStep Committee and appointing the existing Councilmembers on DOAC and the following City Staff:

City Administrator
Finance Director
Public Services Director
Community Development Director
Economic Development Director

Attachments

- Resolution No. 2016-XXX

RESOLUTION NO. 2016-XXX

A RESOLUTION ESTABLISHING AND APPOINTING MEMBERS TO THE GREENSTEP COMMITTEE

WHEREAS, the City Council passed Resolution No. 2015-181 authorizing the City of Isanti to participate in the Minnesota GreenStep Cities Program; and,

WHEREAS, the Minnesota GreenStep Cities Program recommends the establishment of a committee to oversee and coordinate sustainable efforts within the community; and,

WHEREAS, the Development and Operations Advisory Committee has been serving as the unofficial GreenStep Committee up to this point and recommends the establishment of an official committee; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby establishes the GreenStep Committee; and,

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota hereby appoints the following members:

Council Members:
Councilmembers Appointed to the Development and Operations Advisory Committee
Staff:
City Administrator
Finance Director
Public Services Director
Community Development Director
Economic Development Director

This resolution was duly adopted by the Isanti City Council this 16th day of February 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director

Date: February 16, 2016

Subject: Consider Resolution for Public Works Lighting Upgrade and Grant Submission

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Overview

By upgrading the existing Public Works Facility lighting to exclusive LED, the City will see an annual savings of $1,674.52 and payback for the entire project in 5.4 years. The total energy savings over ten years for this project will be $16,745.19. The budget had $9,500.00 allocated in Capital Outlay for this project.

Background

Staff has been looking into options for upgrading the inefficient lighting at the Public Works Facility. Since a more energy efficient option would be in the best interest of the City, staff reached out to the City's energy provider, Connexus Energy, for assistance. The City's representative at Connexus Energy, Jennifer Sweeney, suggested that she meet on site with a lighting representative that they work with to get more options.

Staff met with Jennifer and the reps at Lighten Up, LLC on January 26th to discuss the needs of the facility as well as look at options that are energy efficient. Their proposal is attached. The materials would be purchased through them and electrical work to be performed by the City's contracted electrician, North Branch Electric (NBE). The City would also qualify for rebates through Connexus and a grant opportunity through the MN Chamber.
Here is the breakdown of the project:

Material (Lighten Up)	$7,785.00
Labor (NBE)	$3,245.00
Contingency Costs	$550.00
SUBTOTAL	$11,580.00
Less Rebate	-$2,016.00
Less Proposed Grant	-$985.00
TOTAL	**$8,579.00**

Finance Committee Recommendation

The Finance Committee reviewed the information and recommends to move forward with the project as proposed with the initial amount slightly over budget as the rebate and proposed grant will offset the costs bringing the entire project under what was budgeted.

Staff Request

Staff is requesting action on this item to work with Lighten Up, LLC as referred by Connexus Energy for the lighting upgrades for materials, electrical to be installed by the City contracted Electrician, North Branch Electric, and to apply for the MN Chamber energy savings grant opportunity.

Attachments:

- Resolution 2016-XXX
- Lighten Up, LLC Proposal
- North Branch Electric Proposal
- MN Chamber Grant Opportunity

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING THE UPGRADE OF THE PUBLIC WORKS FACILITY LIGHTING

WHEREAS, upgrading the existing lighting to LED technology will fix the inefficient lighting of the Public Works Facility as well as give an annual energy savings of an estimated $1,674.52 to the City; and,

WHEREAS, the materials will be purchased through Lighten Up, LLC, a Connexus Energy affiliate, in the amount of $7,785.00; and,

WHEREAS, the electrical labor will be performed through the City's contracted electrician, North Branch Electric, in the amount of $3,245.00; and,

WHEREAS, contingency costs for the project will be in the amount of $550.00; and,

WHEREAS, the estimated rebates through Connexus Energy will be $2,016.00; and,

WHEREAS, staff may proceed with applying for an energy savings grant opportunity through the MN Chamber of Commerce, a Connexus Energy affiliate, which may give additional funds towards this project; and,

WHEREAS, the funding source will be from Capital Outlay of these funds and respective 20% allocation: streets, PRC, water, sewer and storm water; and,

WHEREAS, the Finance Committee reviewed the proposals on February 4, 2016 and has recommended that the project move forward as outlined per this resolution;

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

1. To hereby accept the proposals from Lighten Up, LLC, North Branch Electric and contingency funds in the total amount, not to exceed, $11,580.00 before the energy rebates are applied.
2. Authorize the Public Services Director to apply for the energy savings grant opportunity through the MN Chamber of Commerce and sign the required documents for such grant.

This resolution was duly adopted by the Isanti City Council this 16th day of February, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

LIGHTEN UP, LLC

A custom lighting solution for

CITY OF ISANTI

Presented by

Holly Boyce/Jenner Moretto
Lighten Up, LLC
9713 Dorset LN
Eden Prairie, MN 55347
952-944-7515

jenner@lightenupllc.com
holly@lightenupllc.com

Project Summary

LIGHTEN UP, LLC

Company:	**CITY OF ISANTI**
Contact:	**MRS. JOSI WOOD**
Project Name:	**PUBLIC WORKS BUILDING**
Project Location:	**ISANTI, MN**
Project Details:	**Lighting Upgrade**
Labor Status:	**Estimated Installation Labor Included**
Goal:	**Energy Reduction & Lighting Improvement**
Annual Savings:	**$1,674.52**
Payback In Years:	**5.4**

LIGHTEN UP, LLC 9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenupllc.com

LIGHTEN UP, LLC

Audit Date: January 27, 2016
Company Name: CITY OF ISANTI
Project Contact MRS. JOSI WOOD
Project Name: PUBLIC WORKS BUILDING
Project Address: 100 ISANTI PARKWAY NW
Project Location: ISANTI, MN
Project Zip Code 55040

Current System in Years 20
Annual Hours: 2470
Cost Per Kwh $0.1190
System Voltage: 277

Project Details: Lighting Upgrade
Goal: Energy Reduction & Lighting Improvement
Labor Status: Estimated Installation Labor Included
Sensor Status: Without Occupancy Sensors
Sales Tax Rate: 0.000%
Est. Qualified Rebate: $2,016.00
Est. Cost of Installation $3,245.00

EXISTING EQUIPMENT

Location	Current Type	Wattage per lamp	Current rated life in hours	Lamps per fixture	Total system wattage	Number of fixtures
PUBLIC WORKS BUILDING	400W METAL HALIDE	400	15,000	1	454	15
	8' 2 LAMP T12 75W	75	20,000	2	141	3
	8' 4 LAMP 32W T8	32	30,000	4	106	1
	4' 2 LAMP T12 34W	34	20,000	2	78	1
	8' 4 LAMP 32W T8	32	30,000	4	106	4
	4' 2 LAMP T8 32W	32	30,000	2	58	1
EXTERIOR	175 WATT MH WALL PACK	175	15,000	1	210	4
REUSE CORD AND TWISTLOCK PLUG						

SUGGESTED RETROFIT

Location	Current Type	Wattage per lamp	Current rated life in hours	Lamps per fixture	Total system wattage	Number of fixtures	Cost per fixture
PUBLIC WORKS BUILDING	150 WATT LED HIGHBAY	150	107,000	1	150	15	
	8' 4 LAMP LINEAR LED RETROFIT	18	50,000	4	72	3	
	8' 4 LAMP LINEAR LED RETROFIT	18	50,000	4	72	1	
	4' 2 LAMP NEW STRIP WITH LINEAR LED	18	50,000	2	36	1	
OFFICE	8' 4 LAMP LINEAR LED RETROFIT	18	50,000	4	72	4	
	4' 2 LAMP LINEAR LED RETROFIT	18	50,000	2	36	1	
EXTERIOR	36 WATT LED WALL PACK	36	50,000	1	36	4	
	MATERIAL TOTAL					1	$7,785.00
VALID ONLY ON 120/277V							
LAMP RECYCLING NOT INCLUDED							
RESTOCKING FEE MAY APPLY							

PROPOSAL VALID FOR 45 DAYS

LIGHTEN UP, LLC 9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenupllc.com

Executive Summary

LIGHTEN UP, LLC

Overall System Investment

Lighting Cost		$7,785.00
Estimated Labor Allowance for Installation		$3,245.00
Estimated Sales Tax	0.000%	$0.00
Estimated Utility Incentive Approved		$2,016.00
Shipping		Freight Prepaid and Add
Total Investment		**$9,014.00**

Value Analysis

Annual Electrical Savings (Lighting ONLY)	$ 1,674.52	
Annual Maintenance Savings	$ 133.96	
Annual Operational Savings		$1,808.48
1st Year System Return		**$1,808.48**

Payback in Years from Electric Savings (Lighting Only)	5
Return on Investment, Year 1 Electric Savings (Lighting Only)	19%
10 Year Total Projected Savings (Lighting Only)	$16,745.19

LIGHTEN UP, LLC 9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenupllc.com

Financial Summary

LIGHTEN UP, LLC

Existing Kwh (Taken from Audit Sheet)	21,585
Kwh Rate	$0.119
	$2,568.65

Proposed Kwh (Taken from Audit Sheet)	7,514
Kwh Rate	$0.119
	$894.14

Existing Annual Energy Costs	$2,568.65
Proposed Annual Energy Costs	$894.14 *
Annual Energy Savings	**$1,674.52**

Existing System Watts	8,739
Proposed System Watts	3,042
Watts Saved	**5,697**

Existing Kwh	21,585
Proposed Kwh	7,514
Kwh Saved	**14,072**

Annual Energy Savings (Lighting Only)	$1,674.52
Net Project Cost	**$9,014.00**
Project Payback in Months	**64.6**
1st Year Return on Investment	**19%**

Annual Energy Savings	$1,674.52
Annual Maintenance Savings	$133.96
Total Annual Savings	$1,808.48

Existing KW (watts x .001)	9
Proposed KW (watts x .001)	3
Annual KW Demand Savings	**6**

Amp Savings = Total System Watts / System Volts

Existing System Amps	32
Proposed System Amps	11
Amps Saved	**21**

LIGHTEN UP, LLC 9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenupllc.com

Proposal

LIGHTEN UP, LLC

We hereby submit specifications and estimates for:

Fixture Location	Model #	Description	Quantity
PUBLIC WORKS BUILDING			15
			3
			1
			1
			4
			1
			4
			1

We propose to furnish materials complete in accordance with the above specifications for the sum of*:

Total Fixture Cost	$7,785.00
Estimated Labor Allowance for Installation	$3,245.00
Estimated Sales Tax	
Total Project Cost	$11,030.00
Estimated Utility Rebate	$2,016.00
Net System Cost	**$9,014.00**
Annual Operating Savings (Lighting Only)	**$1,674.52**
10 Year Total Projected Savings (Lighting Only)	**$16,745.19**

*All LIGHTEN UP, LLC terms apply, 30 day net terms with credit approval, shipping is prepaid and added, Installation not included unless otherwise specified.

LIGHTEN UP, LLC 9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenupllc.com

Audit Sheet

LIGHTEN UP, LLC

Company Name: CITY OF ISANTI
Project Contact: MRS. JOSI WOOD

Cost Per Kwh: $0.1190
System Voltage: 277

Audit Date: 1/27/2016
Annual Hours: 2470

Existing Equipment

Location	Current Type	Current wattage per lamp	Current rated life in hours	Number of lamps per fixture	Total system wattage	Number of fixtures	Total watts	Total Kwh	Total lamps
PUBLIC WORKS BUILDING	400W METAL HALIDE	400	15,000	1	454	15	6810	16820.7	15
	8' 2 LAMP T12 75W	75	20,000	2	141	3	423	1044.81	6
	8' 4 LAMP 32W T8	32	30,000	4	106	1	106	261.82	4
	4' 2 LAMP T12 34W	34	20,000	2	78	1	78	192.66	2
	8' 4 LAMP 32W T8	32	30,000	4	106	4	424	1047.28	16
	4' 2 LAMP T8 32W	32	30,000	2	58	1	58	143.26	2
EXTERIOR	175 WATT MH WALL PACK	175	15,000	1	210	4	840	2074.8	4
EUSE CORD AND TWISTLOCK PLU									
				Totals	1,153	29	8,739	21,585	49

Suggested Retrofit

Location	Current Type	Retrofit wattage per lamp	Retrofit rated life inhours	Number of lamps per fixture	Total system wattage	Number of fixtures	Total watts	Total Kwh	Total lamps
PUBLIC WORKS BUILDING	150 WATT LED HIGHBAY	150	107000	1	150	15	2250	5557.5	15
	4 LAMP LINEAR LED RETROF	18	50000	4	72	3	216	533.52	12
	4 LAMP LINEAR LED RETROF	18	50000	4	72	1	72	177.84	4
	MP NEW STRIP WITH LINEA	18	50000	2	36	1	36	88.92	2
OFFICE	4 LAMP LINEAR LED RETROF	18	50000	4	72	4	288	711.36	16
	2 LAMP LINEAR LED RETROF	18	50000	2	36	1	36	88.92	2
EXTERIOR	36 WATT LED WALL PACK	36	50000	1	36	4	144	355.68	4
	MATERIAL TOTAL					1			
VALID ONLY ON 120/277V									
LAMP RECYCLING NOT INCLUDED									
RESTOCKING FEE MAY APPLY									
				Totals	474	30	3,042	7,514	55

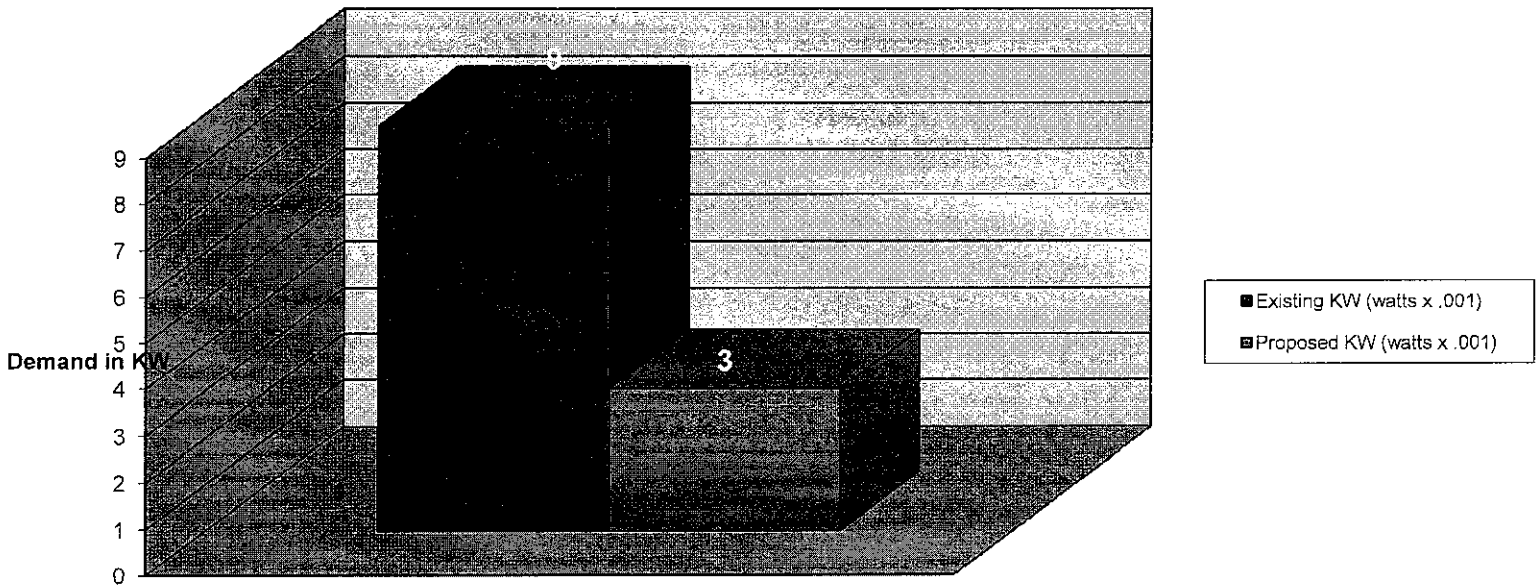
* Assuming the fixtures to be operational for 25% of total operating hours per year if applicable.

LIGHTEN UP, LLC 9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenuplic.com

Existing Annual Lighting Cost vs.
Proposed Annual Lighting Cost

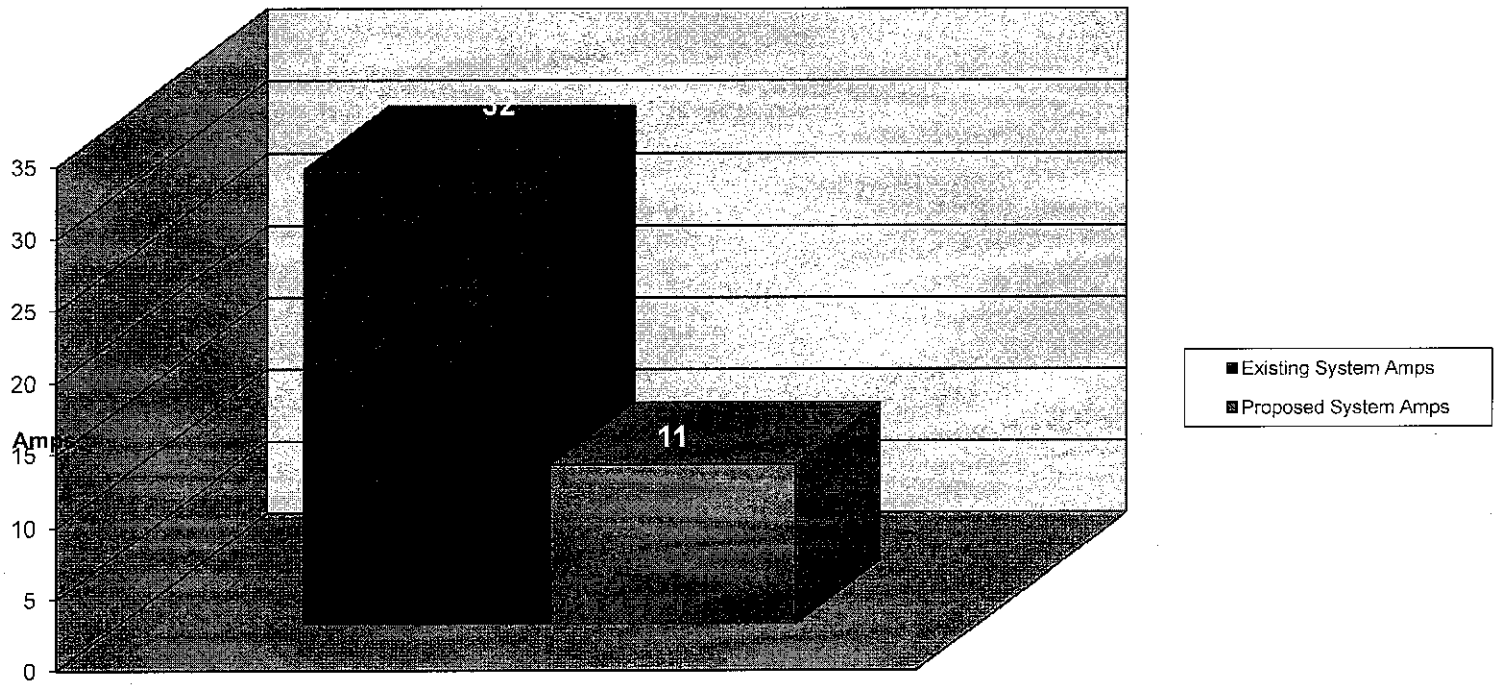
LIGHTEN UP, LLC
9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenupllc.com

Demand Savings



LIGHTEN UP, LLC
9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenuplic.com

Amp Savings



LIGHTEN UP, LLC
9713 Dorset LN Eden Prairie, MN 55347
952-944-7515
www.lightenupllc.com

PROPOSAL

North Branch Electric
35264 Falcon Ave.
North Branch, MN 55056

Phone: (651) 497-9523
Fax: (651) 674-8613
www.nbe-mn.com

No. 000694

Date 2/1/2016

Customer Info:
City of Isanti
110 1st Ave NW
Isanti, MN 55040

Jobsite Address (If different from customer address)
Public Works Building
100 Isanti Parkway NW
Isanti, MN 55040

Description of Work

Retrofit Existing Interior & Exterior Lighting

This proposal covers the removal of all existing HID (high-bay) light fixtures in the shop, the installation of new LED High-bays, replacement of the existing wall-packs, and the retrofitting of remaining fluorescent light fixtures.

General
All fixtures, lamps, and associated parts are to be supplied by Lighten UP LLC.
(NBE does not have anything to do with this lighting supplier)

This proposal covers the installation or replacement of all the light fixtures listed in the LIghten UP LLC proposal.

Notes

High-bay fixtures will be cable-hung from the ceiling. The quote from the lighting supplier calls for feeding the new fixtures with the old cord-sets. Height of each fixture will be dictated by the length of the old cord-set.

Total installation should be completed within 3 days of commencement.

NBE does not warrant any fixtures supplied by others.

The total cost includes all materials, labor, lift rental, and permit fees for the work contained within this proposal.

If you have any questions regarding this proposal, please call:
Brian Seekon @ (651) 497-9523

Total Cost For Proposal $3,245.00

»Acceptance of Proposal... Please Sign Here.»

Date

Payment Terms: NET-30
Payment is due within 30 days of job completion.
Payment Options: Cash, Check

»By signing this proposal, you agree to have North Branch Electric perform the above stated work, for the above stated price. Any work that North Branch Electric deems to be outside of this agreement shall be done at additional cost to the customer. All efforts will be made to keep job costs within above stated price. Customer shall be consulted before any extra work is performed, and a signed change-order shall also be required before any extra work is performed.
By signing above, you also agree to pay for any and all costs incurred by North Branch Electric for the acquisition of payments-not-received. This shall include, but is not limited to, the following: court costs, attorney's fees, collection agency fees.
North Branch Electric reserves the right to cancel this proposal at any time, and for any reason prior to the start of work.

2016
Business Environmental Sustainability Project Finance Program Application

Summary

The Business Environmental Sustainability Finance Program (BESFP) is a grant program of the Minnesota Chamber of Commerce. **The purpose of the BESFP grant program is to motivate business owners to complete projects that would otherwise not get done without a BESFP grant. Applications for which a verbal or written commitment has already been made to complete the project will not be considered for this grant program.**

Grants of up to $3,000 may be available for pre-qualified energy efficiency and waste management projects. BESFP grant program participants will work closely with Energy Smart or Waste Wise staff to identify projects that may qualify for a grant. **For approved energy project applicants, the BESFP grant may finance $0.07/estimated kWh saved, up to a third of the project cost with a $3,000 cap for pre-qualified energy projects.** For approved waste project applicants, the BESFP grant may finance one third of the project cost up to $3,000 for a pre-qualified waste improvement project. The grantee is responsible for the remaining project cost.

Eligible projects include energy efficiency projects that receive an energy utility rebate and waste projects which result in quantifiable waste diversion (waste kept out of the municipal solid waste stream). No more than one grant per business (or business location) per calendar year, or for one 12-month period, will be given. Priority will be given to businesses that have not received a BESFP grant at any time in the past.

2016 grant applications will be accepted until December 1, 2016. Projects must be complete and verified by December 31, 2016 in order to qualify for a grant.

Stakeholder Responsibilities

Energy Smart & Waste Wise Staff are responsible for:

- Conducting initial energy or waste on-site consultation
- Reviewing project bids with business representative(s)
- Verifying estimated energy or waste savings based on the project specifications
- Performing final inspection of the completed project
- Completing and submitting energy utility rebate forms
- Verifying that energy utility rebate has been received by business

Businesses is responsible for:

- Ensuring that the application is true to the mission of the grant program and that **the project will not be done if a BESFP grant is not given**
- Completing a Waste Wise or Energy Smart on-site consultation
- Securing two to three bids from contractors qualified to complete the project work
- Completing and signing the BESFP application
- Demonstrating ability to finance project cost
- Providing most recent 12 consecutive months of energy utility bills
- Agreeing to a full inspection of financed project
- Completing a W9 and providing it to the BESFP

MINNESOTA CHAMBER of COMMERCE

2016
Business Environmental Sustainability Project Finance Program Application

If using a contractor for the project, the contractor is responsible for:

- Ensuring that the application is true to the mission of the grant program and that **the project will not be done if a BESFP grant is not given**
- Providing a copy of the project quote (including material and labor costs) and final invoice and rebate paperwork
- Carrying liability insurance certificate specific to the project
- Signing a Warranty and Contract Agreement, Lien Waiver(s) and Sworn Construction Statement if applicable

Eligible Businesses and Projects

Eligible projects include:

- Energy projects which qualify for an Xcel Energy or Connexus Energy prescriptive or pre-approved customer rebate
- Waste projects for which diversion rates can be quantified according to industry standards

Applicants must meet one of more of the following criteria:

- Is a member of the Minnesota Chamber of Commerce
- Is an Xcel Energy or Connexus Energy customer (energy projects only)
- Is NOT located in Ramsey, Washington, Anoka, or Carver county (waste projects only)

Application Procedure

1. Contact Energy Smart or Waste Wise to schedule an energy and/or waste on-site consultation
2. Energy Smart or Waste Wise staff conducts an on-site visit to identify projects that may qualify for a grant
3. Energy Smart or Waste Wise staff work with the business to secure two to three bids from qualified contractors (bid process includes identifying and noting applicable energy utility rebates or estimated rate of waste diversion)
4. Business submits a BESFP grant application
5. Energy Smart or Waste Wise reviews application and verifies that project qualifies for a utility rebate
6. If the BESFP grant application is approved, project work commences
7. Energy savings or waste diversion and receipt of utility rebate check need to be verified, and W9 submitted to BESFP before a grant check is sent

Energy Projects Only

1. Energy Smart staff performs inspection after project work is completed
2. Energy Smart staff or contractor completes the energy utility rebate application and submits it to the energy utility
3. The BESFP grant may finance $0.07/estimated kWh saved, up to a third of the project cost with a $3,000 cap for pre-qualified energy projects.

2016
Business Environmental Sustainability Project Finance Program Application

Date of Application: _____

Customer Information

Date of Application: _____

Business Name: _____

Contact Person: _____

Business Address: _____

City: _____ County: _____ State: _____ Zip: _____

Email: _____ Phone: _____

No. of Full-time Equivalent Employees: _____

Electric Energy Utility: _____ Natural Gas Energy Utility: _____

Minnesota Chamber of Commerce Member _____ yes _____ no

Type of Facility

☐ Office	☐ Retail	☐ Lodging	☐ Health/Medical
☐ Restaurant	☐ Grocery	☐ Warehouse	☐ Multi-family/commercial
☐ Industrial/Mfg.	☐ Convenience Store	☐ Other Commercial	☐ Other Industrial

2016
Business Environmental Sustainability Project Finance Program Application

Waste Projects Only

1. Waste Wise staff performs inspection after project work is completed
2. The BESFP will pay one third of the project cost up to $3,000 after inspection is complete
3. The business pays the project balance to the designated vendor or contractor

TERMS ABOVE ARE ACCEPTED AND AGREED TO:

[company name]
[street address]
[city, state, zip]

By:_____

Its: _____

Date: _____

Minnesota Chamber of Commerce
400 North Robert St., Suite 1500
St. Paul, MN 55101

By:_____

Its: _____

Date: _____

2016
Business Environmental Sustainability Project Finance Program Application

Proposed Project

Provide description of project including equipment to be replaced, new equipment to be installed, and labor quote if applicable. If an energy project, it must qualify for an energy utility rebate.

Project Description: _____

_____

_____

Estimated Project Cost: _____ Estimated Energy Cost Savings: _____

Estimated kWh Savings: _____ Estimated Energy Utility Rebate: _____

Eligible Activity

Energy Projects

☐ Lighting Efficiency ☐ Cooling Efficiency ☐ Food Service Efficiency

☐ Computer Efficiency ☐ Heating Efficiency ☐ Motor and Drive Efficiency

☐ Fluid System Optimization ☐ Other _____ ☐ Other _____

Waste Projects

☐ Collection bins ☐ Compactor ☐ Signage

☐ Process Related Expenses ☐ Other _____ ☐ Other _____

BESFP Program Information

Submit application to:
Jill Curran
jcurran@mnchamber.com
651-292-4653

Completed by BESFP
_____ est. grant amount
_____ W9 rec'd
_____ utility rebate verified
_____ waste diversion verified

2016
Business Environmental Sustainability Project Finance Program Application

Certification

I certify that the information contained in this Business Energy & Waste Finance Program application is true and that this application is submitted with the full knowledge and endorsement of the ownership of the business.

I also certify that a verbal or written commitment has not been made for any work related to the project indicated on this application.

[company name]
[street address]
[city, state, zip]

By:_____

Its: _____

Date: _____

BOLTON & MENK, INC
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: February 8, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Water Treatment Plant Hatch Improvements
City of Isanti, MN

The Water Treatment Plant has16 hatches. Three hatches have been replaced to date. The remaining 13 hatches have varying levels of deterioration, from leaking to beginning signs of corrosion. To prevent future risk of failure of these hatches, Bolton & Menk, Inc met with Matt Sylvester and Shank Constructors, Inc to discuss improvement options. It was determined that a 150 pound slip on flange, steel hinges, and new gaskets are needed.

Attached is the quote received from Shank Constructors, Inc to install these improvements at a cost of $4,400 per hatch totaling $57,200.

The current City budget includes $50,000 for this work that was based on the engineers estimate.

We recommend the City approve these needed improvements and award the project to Shank Constructors, Inc. in the amount of $57,200.

Please contact me at (612) 756-1032 if you have any questions or need additional information.

(763) 424-8300
Direct Dial: (763) 488-4004
Bidding Fax: (763) 488-4008
Main Fax: (763) 424-8303

Shank Constructors, Inc.

January 28, 2016

Quotation

City of Isanti
Attn: Josi Wood
Public Services Director
100 Isanti Parkway NW
PO Box 428
Isanti, MN 55040

Reference: Isanti Water Treatment Plant

Our price for the work as per our onsite meeting January 27, 2016 as follows.

We will provide 150 lb. slip on flanges, steel hinges, bolts, nuts, gaskets and paint required to replace 13 hatches (9 – 24" and 4 – 20").

Lump sum price to complete the work as outlined is $57,200.00. ($4,400 per hatch)

SHANK CONSTRUCTORS, INC.

Jason Shank

Equal Opportunity Employer

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING THE WATER TREATMENT PLANT HATCH IMPROVEMENTS

WHEREAS, the water treatment plant filter hatches which were originally installed December, 2009 are in need of repair; and,

WHEREAS, Bolton and Menk, Inc. received and recommends the quote from Shank Constructors, Inc. to perform the work in the amount of $57,200.00; and,

WHEREAS, the funding source will be Capital Outlay of the Water Fund fund; and,

WHEREAS, the Finance Committee reviewed the proposal by Bolton and Menk, Inc. on February 4, 2016 and has recommended that the project move forward as outlined per this resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the quote from Shank Constructors, Inc. in the total amount of $57,200.00.

This resolution was duly adopted by the Isanti City Council this 16th day of February, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

CITY OF ISANTI

*Check Summary Register©

L.1.

February 2016

AP160201

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043383	AMERICAN PLANNING ASSOCIA	2/5/2016	$400.00
Paid Chk# 043384	BELLBOY CORPORATION	2/5/2016	$4,000.90
Paid Chk# 043385	BERNICK'S PEPSI-COLA	2/5/2016	$617.35
Paid Chk# 043386	CRYSTAL SPRINGS ICE	2/5/2016	$156.20
Paid Chk# 043387	CRYSTEEL TRUCK EQUIPMENT	2/5/2016	$198.00
Paid Chk# 043388	DAHLHEIMER DISTRIBUTING CO	2/5/2016	$6,986.85
Paid Chk# 043389	DELTA DENTAL	2/5/2016	$3,715.64
Paid Chk# 043390	EAST CENTRAL SANITATION	2/5/2016	$386.98
Paid Chk# 043391	ECM PUBLISHERS, INC.	2/5/2016	$31.00
Paid Chk# 043392	EMBROIDERY & INK	2/5/2016	$16.95
Paid Chk# 043393	EXTREME BEVERAGE, LLC	2/5/2016	$399.70
Paid Chk# 043394	G & K SERVICES	2/5/2016	$459.04
Paid Chk# 043395	H&L MESABI	2/5/2016	$247.16
Paid Chk# 043396	HAWKINS, INC.	2/5/2016	$357.50
Paid Chk# 043397	INNOVATIVE OFFICE	2/5/2016	$158.64
Paid Chk# 043398	ISANTI AREA JOINT	2/5/2016	$125.00
Paid Chk# 043399	J. J. TAYLOR	2/5/2016	$556.75
Paid Chk# 043400	JOHNSON BROTHERS LIQUOR	2/5/2016	$5,071.03
Paid Chk# 043401	LEAGUE OF MN CITIES	2/5/2016	$680.00
Paid Chk# 043402	MACQUEEN EQUIPMENT, INC.	2/5/2016	$66.94
Paid Chk# 043403	MARCO BUSINESS PRODUCTS	2/5/2016	$2,231.00
Paid Chk# 043404	MCDONALD DISTRIBUTING CO.	2/5/2016	$9,737.82
Paid Chk# 043405	MINNESOTA EQUIPMENT	2/5/2016	$219.60
Paid Chk# 043406	MN DEPT OF HEALTH	2/5/2016	$300.00
Paid Chk# 043407	MN PUBLIC FACILITIES AUTHOR	2/5/2016	$202,205.23
Paid Chk# 043408	M-R SIGN CO., INC.	2/5/2016	$87.93
Paid Chk# 043409	MVTL LABORATORIES, INC.	2/5/2016	$109.80
Paid Chk# 043410	NAPA AUTO PARTS	2/5/2016	$71.76
Paid Chk# 043411	PAUSTIS & SONS	2/5/2016	$365.75
Paid Chk# 043412	PHILLIPS WINE & SPIRITS, INC.	2/5/2016	$3,962.10
Paid Chk# 043413	PSN	2/5/2016	$49.95
Paid Chk# 043414	RESOURCE TRAINING	2/5/2016	$37,365.00
Paid Chk# 043415	RJM DISTRIBUTING, INC.	2/5/2016	$219.80
Paid Chk# 043416	SOUTHERN WINE & SPIRITS	2/5/2016	$879.81
Paid Chk# 043417	STREICHER'S	2/5/2016	$1,183.68
Paid Chk# 043418	TOTAL TOOL SUPPLY, INC.	2/5/2016	$397.04
Paid Chk# 043419	TR COMPUTER SALES, LLC	2/5/2016	$351.50
Paid Chk# 043420	URBANS HARDWARE	2/5/2016	$251.35
Paid Chk# 043421	VERIZON WIRELESS	2/5/2016	$508.03
Paid Chk# 043422	VIKING COCA-COLA BOTTLING	2/5/2016	$144.70
Paid Chk# 043423	WATSON CO., INC.	2/5/2016	$1,289.11
Paid Chk# 043424	WELCHLIN COMMUNICATION	2/5/2016	$1,500.00
Paid Chk# 043425	XEROX CORPORATION	2/5/2016	$83.49
		Total Checks	$288,246.08

A Community For Generations.
Isanti

CITY OF ISANTI

*Check Summary Register©

February 2016

AP160202

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043427	WEX BANK	2/11/2016	$848.15
Paid Chk# 043428	ALLAN TITLE LLC	2/11/2016	$12.37
Paid Chk# 043429	BANK OF AMERICA	2/11/2016	$5.00
Paid Chk# 043430	BERNICK'S PEPSI-COLA	2/11/2016	$193.92
Paid Chk# 043431	BILL'S QUALITY CLEANING	2/11/2016	$446.00
Paid Chk# 043432	BOYLE, EUGENE	2/11/2016	$2,355.20
Paid Chk# 043433	BP	2/11/2016	$39.82
Paid Chk# 043434	BREAKTHRU BEVERAGE	2/11/2016	$6,451.70
Paid Chk# 043435	CASH	2/11/2016	$43.14
Paid Chk# 043436	CENTER POINT ENERGY	2/11/2016	$4,394.94
Paid Chk# 043437	CENTURYLINK BUSINESS SERVI	2/11/2016	$33.19
Paid Chk# 043438	CLEAR TITLE LLC	2/11/2016	$55.83
Paid Chk# 043439	COMPLIANCE SIGNS	2/11/2016	$327.50
Paid Chk# 043440	CRYSTEEL TRUCK EQUIPMENT	2/11/2016	$348.12
Paid Chk# 043441	CUMMINS NPOWER, LLC	2/11/2016	$3,953.14
Paid Chk# 043442	DAHLHEIMER DISTRIBUTING CO	2/11/2016	$10,575.30
Paid Chk# 043443	DEPT. OF PUBLIC SAFETY	2/11/2016	$50.00
Paid Chk# 043444	DIRTWORKS, INC.	2/11/2016	$53,261.80
Paid Chk# 043445	ECM PUBLISHERS, INC.	2/11/2016	$192.17
Paid Chk# 043446	FASTENAL COMPANY	2/11/2016	$77.63
Paid Chk# 043447	FEDERATED CO-OPS, INC.	2/11/2016	$763.25
Paid Chk# 043448	FRANSEN, LINDA	2/11/2016	$320.00
Paid Chk# 043449	GOPHER STATE ONE-CALL, INC.	2/11/2016	$30.45
Paid Chk# 043450	H&L MESABI	2/11/2016	$832.52
Paid Chk# 043451	HEAVENLY SUNSHINE PRESCH	2/11/2016	$133.83
Paid Chk# 043452	ISANTI AREA JOINT	2/11/2016	$50,781.24
Paid Chk# 043453	ISANTI TIRE & AUTO CARE	2/11/2016	$471.11
Paid Chk# 043454	JOHNSON BROTHERS LIQUOR	2/11/2016	$4,001.89
Paid Chk# 043455	JOSLIN & MOORE	2/11/2016	$6,580.40
Paid Chk# 043456	LIBERTY TITLE	2/11/2016	$15.87
Paid Chk# 043457	LITTLE FALLS MACHINE	2/11/2016	$420.36
Paid Chk# 043458	MCDONALD DISTRIBUTING CO.	2/11/2016	$9,691.25
Paid Chk# 043459	MENARDS - CAMBRIDGE	2/11/2016	$1,158.74
Paid Chk# 043460	MILLE LACS OIL COMPANY	2/11/2016	$54.41
Paid Chk# 043461	MINNCO CREDIT UNION	2/11/2016	$801.24
Paid Chk# 043462	MLB PRINTING, INC.	2/11/2016	$190.00
Paid Chk# 043463	MN DEPT OF REVENUE	2/11/2016	$15,714.00
Paid Chk# 043464	MN DNR Ecological	2/11/2016	$1,256.05
Paid Chk# 043465	NAPA AUTO PARTS	2/11/2016	$45.46
Paid Chk# 043466	PHILLIPS WINE & SPIRITS, INC.	2/11/2016	$2,637.93
Paid Chk# 043467	ROAD MACHINERY &	2/11/2016	$131.02
Paid Chk# 043468	RUUD, JESSE	2/11/2016	$5.00
Paid Chk# 043469	SELECTACCOUNT	2/11/2016	$50.64
Paid Chk# 043470	STAPLES ADVANTAGE	2/11/2016	$168.20
Paid Chk# 043471	STRANDLUND REFRIGERATION	2/11/2016	$715.25
Paid Chk# 043472	TOSHIBA FINANCIAL SERVICES	2/11/2016	$226.90
Paid Chk# 043473	US INTERNET	2/11/2016	$57.80
Paid Chk# 043474	VERIZON WIRELESS	2/11/2016	$248.57
Paid Chk# 043475	VIKING COCA-COLA BOTTLING	2/11/2016	$202.04
Paid Chk# 043476	WATSON CO., INC.	2/11/2016	$948.16
Paid Chk# 043477	WEX BANK	2/11/2016	$720.58
Paid Chk# 043478	WINE MERCHANTS	2/11/2016	$72.00
		Total Checks	$183,111.08

City of Isanti

Gross Payroll	77,147.82
Social Security & Medicare	4,246.83
Public Employees Retirement	7,602.91
Total City Expense	88,997.56

Pay Date 2-12-2016

Pay Period 4 (1/24 - 2/6/16)

CONTRACTOR'S PAY REQUEST RAILROAD AVENUE POND CITY OF ISANTI, MINNESOTA BMI PROJECT NO. R13.108231	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$94,122.49
TOTAL, COMPLETED WORK TO DATE	$56,065.05
RETAINED PERCENTAGE (5%)	$2,803.25
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$53,261.80
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$0.00
PAY CONTRACTOR AS ESTIMATE NO. 1	$53,261.80

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Dirtworks Inc.
P.O. BOX 169
Cedar, MN 55011-169

By _____ President
Name Title

Date 02/04/2016

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DR., RAMSEY, MN 55303

By _____, CITY ENGINEER
BRAD DEWOLF, P.E.

Date 2/4/2016

APPROVED FOR PAYMENT:
OWNER: CITY OF ISANTI

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.: *1*

RAILROAD AVENUE POND
CITY OF ISANTI, MINNESOTA
BMI PROJECT NO. R13.108231
WORK COMPLETED THROUGH February 1, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID ESTIMATED QUANTITY		AS BID ESTIMATED AMOUNT	PREVIOUS ESTIMATE ESTIMATED QUANTITY		PREVIOUS ESTIMATE ESTIMATED AMOUNT	COMPLETED TO DATE ESTIMATED QUANTITY		COMPLETED TO DATE ESTIMATED AMOUNT
1	MOBILIZATION	$2,500.00	1	LS	$2,500.00		LS	$0.00	0.50	LS	$1,250.00
2	CLEARING & GRUBBING	$3,000.00	1	LS	$3,000.00		LS	$0.00	1.00	LS	$3,000.00
3	REMOVE WOOD DEBRIS STOCK PILE	$500.00	1	LS	$500.00		LS	$0.00	2.10	LS	$1,050.00
4	REMOVE CONCRETE CURB & GUTTER	$4.00	40	LF	$160.00		LF	$0.00	0.00	LF	$0.00
5	REMOVE BITUMINOUS PAVEMENT	$3.00	80	SY	$240.00		SY	$0.00	0.00	SY	$0.00
6	DEWATERING	$4,500.00	1	LS	$4,500.00		LS	$0.00	0.50	LS	$2,250.00
7	SANDFILL & ABANDON STORM PIPE	$10.00	210	LF	$2,100.00		LF	$0.00	0.00	LF	$0.00
8	BULKHEAD STORM SEWER	$450.00	2	EA	$900.00		EA	$0.00	0.00	EA	$0.00
9	POND EXCAVATION (EV) (P)	$6.74	2520	CY	$16,984.80		CY	$0.00	2,520.00	CY	$16,984.80
10	AGGREGATE SURFACING CL 5 (CV)	$25.00	15	CY	$375.00		CY	$0.00	19.69	CY	$492.25
11	TOPSOIL BORROW (LV)	$14.00	125	CY	$1,750.00		CY	$0.00	10.00	CY	$140.00
12	BITUMINOUS PATCH	$85.00	80	SY	$6,800.00		SY	$0.00	0.00	SY	$0.00
13	CONCRETE CURB & GUTTER DESIGN B618	$57.00	40	LF	$2,280.00		LF	$0.00	0.00	LF	$0.00
14	24" RC PIPE SEWER	$41.44	85	LF	$3,522.40		LF	$0.00	0.00	LF	$0.00
15	24" RC PIPE APRON	$1,340.53	1	EA	$1,340.53		EA	$0.00	0.00	EA	$0.00
16	CONSTRUCT DRAINAGE STRUCTURE DEISIGN 48-4020	$1,409.86	5.3	LF	$7,472.26		LF	$0.00	0.00	LF	$0.00
17	CONNECT TO EXISTING STORM SEWER	$800.00	1	EA	$800.00		EA	$0.00	0.00	EA	$0.00
18	RANDOM RIP RAP CL III	$48.00	395	TON	$18,960.00		TON	$0.00	359.50	TON	$17,256.00
19	CASTING ASSEMBLY	$600.00	1	EA	$600.00		EA	$0.00	0.00	EA	$0.00
20	TRAFFIC CONTROL	$1,200.00	1	LS	$1,200.00		LS	$0.00	0.25	LS	$300.00
21	STORM DRAIN INLET PROCTECTION	$100.00	1	EA	$100.00		EA	$0.00	1.00	EA	$100.00
22	ROCK CONSTRUCTION ENTRANCE	$600.00	1	EA	$600.00		EA	$0.00	1.00	EA	$600.00
23	EROSION CONTROL BLANKET CAT. 3, SEED MIX 25-131, FERTILIZER TYPE 3	$2.75	1250	SY	$3,437.50		SY	$0.00	1,288.00	SY	$3,542.00
C01	WAGE RATES	$14,000.00	1	LS	$14,000.00		LS	$0.00	0.65	LS	$9,100.00
	TOTAL AMOUNT				$94,122.49			$0.00			$56,065.05

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
January 5, 2016
Isanti City Hall

1. Call To Order

The meeting was called to order by Economic Development Director Sullivan at 7:45 p.m.

a. Pledge of Allegiance

b. Roll Call

Members Present:	Tara Hallberg, Keith Dragisich, Dan Collison, Steve Lundeen, Adam Johnson, Paul Bergley and George Wimmer
Members Absent:	None
Staff Present:	Economic Development Director Sean Sullivan

c. Agenda Modifications

Acted upon after President Wimmer elected: No modifications to the agenda were presented. Motion to Approve Agenda as presented by Johnson, second by Lundeen, motion carried unanimously.

2. Organization of Advisory Bodies as per Ordinance 181

a) Oath of Office
No new commissioners for 2016. No oaths administered.

b) Election of 2016 EDA President
Motion by Johnson, second by Lundeen to elect George Wimmer as President, motion carried unanimously.

c) Election of 2016 EDA Vice-President
Motion by Dragisich, second by Johnson to elect Steve Lundeen as Vice-President, motion carried unanimously.

d) Election of 2016 EDA President Pro-tem
Motion by Bergley, second by Lundeen to elect Keith Dragisich as President Pro-Tem, motion carried unanimously.

e) Election of 2016 EDA Secretary
Motion by Lundeen, second by Johnson to select Economic Development Director Sean Sullivan as Secretary, motion carried unanimously.

f) Election of 2016 EDA Treasurer
Motion by Lundeen, second by Johnson, to elect Finance Director Ms. Brenda Frechette as Treasurer, motion carried unanimously.

g) Adoption of Bylaws
No changes were made to Bylaws so no action was taken.

h) Adoption of 2016 EDA Meeting Schedule
Motion by Johnson, second by Collison to adopt 2016 meeting schedule as presented, motion carried unanimously.

i) Adoption of City of Isanti Economic Development Authority Resolution 2016-1 a Resolution Organizing the Economic Development Authority of the City of Isanti
Motion by Johnson, second by Collison to adopt Resolution 2016-1 as presented, motion carried unanimously.

President Wimmer asked that an agenda item that adopted the Organizational Resolution be added to the agenda next year.

3. Approve Minutes of December 1, 2015 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for December 1, 2015. Motion carried unanimously.

4. Open Meeting Law & Conflict of Interest Information, Clark Joslin, City Attorney

President Wimmer indicated that this presentation was already given to City Council and EDA members were present at the City council Meeting on January 5, 2016.

Staff asked commissioners to get conflict of interest form submitted as soon as possible.

No formal action was requested or taken.

5. 2014-2015 Minnesota Manufacturing Week Summary Report

Economic Development Sullivan highlighted the Manufacturing business reports generated on behalf of the city of Isanti by Greater MSP. Sullivan explained that the City enters the raw data from business visits and various reports can be generated to show trends and areas to review. Has highlight a few of the large changes from 2014 to 2015 and also area that the City scored below neutral for the business environment. Sullivan asked the EDA if they liked the reports and the information contained.

The EDA consensus was that there were useful reports. Tracy Niefert, Isanti Area Chamber of Commerce President provided an update about upcoming chamber events and the pending merger between the Isanti Area Chamber of Commerce and the Cambridge Area Chamber of Commerce.

6. Consider Establishment of Meetings with Isanti Businesses in 2016

Economic Development Director Sullivan presented the staff memo. He indicated the he and President Wimmer had been discussing this item generally and were looking for some input from the full EDA regarding the matter. The thought would be to offer times for businesses to meet with City Staff and the Mayor to have questions answered and to pass on information pertinent to the business community. This would build off from what is being done at the Mayor's Luncheon.

President Wimmer stated that he wanted the meetings to be more of informal with coffee and a very low intensity forum.

Sullivan asked the EDA if they had additional comments.

President Wimmer wants the meeting to be fairly frequent with it starting as soon as possible. He thought March was a reasonable timetable to start meetings.

Commissioner Dragisich asked if we could allocate some marketing dollars to these meeting for food and beverage.

Consensus of the EDA was to allocate some marketing funds for food and beverage.

EDA consensus was to have Economic Development Director Sullivan work with President Wimmer to get these meetings up and running in March 2016.

7. Other Business / Updates

Economic Development Director Sullivan highlighted the Staff Memo which included that housing continues to thrive and the he and President Wimmer would be accepting the business recruitment award from EDAM in January. Coborn's and Allina will be incorporated into future marketing materials. The EDA also touched on the impact of SnoBear USA to the community and the unique nature of their products.

a. Business Prospects
b. 2016 Tourism Market Study Update
c. GPS 45:93
d. EDAM – Winter Conference
e. Housing Starts in 2015
f. Business Arrivals and Departures in Isanti 2015

Commissioner Collision asked if the EDA would be interested in putting a map together showing location of businesses and attractions to be placed at Isanti Indoor Arena – Home of Rum River BMX.

President Wimmer indicated that this was a good idea. He indicated that the business haven't seemed to take full advantage of events that come to Isanti. He mentioned past venues such as

Cambridge Isanti Soccer / BMX and Hockey haven't had the best participation rates by Isanti businesses in marketing efforts. More work needs to be done in this area. A Hotel is a key component to the success of businesses in Isanti. The Hotel and how to get it built will be discussed at City Council Goal Setting.

Commissioner Lundeen expressed the need for a hotel in Isanti to accommodate for events. He mentioned that 4 Large State Softball tournaments are held in Cambridge that draw from around the state. They have to turn down bids due to lack of lodging in area.

Commissioner Dragisich asked if the BMX event and the street dance could be coordinated together.

President Wimmer stated that in the past the Street Dances were held on weekends that didn't have conflicting events.

8. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 8:13 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 5th day of January, 2016.

Respectively Submitted,

_____

Sean M. Sullivan, Economic Development Director

L.4.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
JANUARY 12, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Paul Bergley, Steve Lundeen, Wayne Traver, Cindy Lind-Livingston, Greg Cesafsky, and Jim Kennedy.

Members Absent: None

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Welcome Council Representatives.

Achman welcomed council representatives Steve Lundeen and Paul Bergley back to the Planning Commission.

3. Organization of Advisory Bodies as per the City Code of Ordinance Chapter 8.

A. Oath of Office for new Planning Commission Members.

Achman stated that the newly appointed commissioner, Mr. Kennedy, needed to recite the Oath of Office.

Mr. Kennedy recited the Oath of Office.

B. Chair of Planning Commission.

Achman requested nominations for the position of Chair of the Planning Commission.

Motion by Lundeen, second by Cesafsky to nominate Mr. Duncan as Chair of the Planning Commission. There were no other nominations.

Duncan accepted the nomination.

Achman called the motion. Motion was approved unanimously. The meeting was then turned over to Mr. Duncan.

C. Vice-Chair of Planning Commission.

Duncan requested nominations for Vice Chair of the Planning Commission.

Motion by Traver, second by Lind-Livingston to nominate Mr. Cesafsky as Vice Chair of the Planning Commission.

Cesafsky accepted the nomination.

Motion was approved unanimously.

D. Secretary of Planning Commission.
Duncan requested nominations for the Secretary of the Planning Commission.

Motion by Lundeen, second by Bergley to nominate City staff as the Secretary of the Planning Commission. Motion was unanimously approved.

E. Approve 2016 Planning Commission Meeting Dates.
Motion by Bergley, second by Lundeen to approve the 2016 Planning Commission meeting dates.

Duncan stated he would be unavailable for the February 9, 2016 and November 8, 2016 Planning Commission meetings.

Motion carried unanimously.

4. Approval of Minutes from December 8, 2015 Planning Commission Meeting.
Duncan questioned if there were any comments or changes to the minutes.

Motion by Lundeen, second by Bergley to approve the December 8th, 2015 Planning Commission Meeting Minutes. Motion was unanimously approved.

5. Public Hearings.
A. Request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota.
Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Timothy Marinan, 4359 155th Ave NW, Andover, MN, approached the podium to state his presence.

Bergley asking if the applicant understood all the conditions outlined for the Conditional Use Permit.

Achman confirmed the applicant was presented the conditions and understood them.

Bruce Yerigan, 27741 University Ave NE, Isanti, MN, asked if there was a site layout indicating where the cars would be displayed.

Achman provided Mr. Yerigan with a copy of the site layout indicating the cars would be on the easternmost portion of the lot, facing East Dual Boulevard NE.

Lundeen asked Mr. Marinan if he anticipated more than five cars being displayed on the lot.

Mr. Marinan stated that he did not. The site is primarily for the use of an office space.

Achman clarified that due to the type of car dealer license Mr. Marinan has, the state requires that he provides proof that five vehicles can be displayed on the lot whether he plans on using them or not.

Duncan closed the public hearing.

Motion by Kennedy second by Cesafsky to recommend approval of the request from Tim Marinan for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at the Dual Square Mall on the property located at 401 E Dual Blvd NE, Isanti, Minnesota based on the Findings of Fact and conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

Motion carried unanimously.

B. Request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota.

Duncan read the item into the minutes.

Achman presented the staff memo.

Bergley questioned whether Coborn's had given any indication of what would be placed on that lot.

Achman clarified that Coborn's does not own the property. Paces Lodging (Property Resource Group) owns the land. Whoever purchases or leases the lot will be doing so from Paces. Not Coborn's.

Duncan stated that it appeared city staff was recommending approval subject to the City Engineers review comments being addressed.

Duncan opened the public hearing.

Mr. Yerigan requested to see a copy of the plat.

Achman provided a copy to Mr. Yerigan and indicated where the subdivision would occur on the parcel.

Duncan closed the public hearing.

Motion by Cesafsky second by Bergley to recommend approval of the request from Property Resource Group on behalf of Isanti Holdings, LLC for Preliminary and Final Plat Approval of a Minor Subdivision of the property legally described as Lot 1, Block 1, Isanti Commons First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. An agreement with the owner of the triangular piece of property located east of the proposed pond will need to be in place prior to performing any work on that property.
2. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.
3. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar

transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

4. The Development Agreement for Isanti Commons First Addition shall be amended to reflect the plat name change associated with this property.

Motion carried unanimously.

C. Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definitions.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing. There was no one to speak on the matter. Duncan closed the public hearing.

Motion by Kennedy second by Lundeen to approve the request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 2 Definitions to include Motor Vehicle Sales Office (no on-site displays, i.e. broker or wholesaler) within the definition of General Office based on the Findings of Fact and Conclusions. Motion carried unanimously.

6. Other Business.

A. Request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan asked if there were any conditions attached to the request.

Achman stated there are no conditions. The extension can be granted for up to one year.

Lundeen stated he doesn't want this to turn into a yearly request.

Achman indicated that an extension can only be granted twice.

Bergley stated his concern based on the letter. The letter states they were unable to complete the project last year due to a lack of workers. He asked whether the City needs to be concerned about the project being started and not finished.

Lundeen stated that IRET is a big company that is mainly out of North Dakota. Now that housing has dropped off in North Dakota, they should be able to complete the project here without a problem.

Motion by Lundeen second by Kennedy to recommend approval of the request from IRET Properties for Approval of an Extension of the Conditional Use Permit approved through Resolution

No. 2015-014 for the construction of a 108-unit apartment building located within the Fairway Greens Development, legally described as Outlot A, Fairway Greens Phase 5, Isanti County, Isanti, Minnesota. Motion carried unanimously.

7. Other Communications.

A. None.

8. Adjournment

Motion by Lundeen second by Kennedy to adjourn the January 12th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:20 p.m.

Dated at Isanti, Minnesota this 12th day of January 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

A Community For Generations.

Isanti

To: Mayor Wimmer & City Council

From: Don Lorsung, City Administrator

MEMO

Date: February 5, 2016

Subject: Animal Control Services – Amendment to Specifications

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Staff has reviewed the specifications for Animal Control Services and is recommending changes in length of contract term, and liability insurance requirements. Animal Control Services are for the contracted Animal Control Officer and Kennel Services (for nuisance dogs). The proposed changes have been reviewed by the Finance Committee. The following changes in the specifications are being recommended:

- Changing the contract term from a 2 year to 3 years for the Animal Control Officer and Kennel Services to achieve greater continuity in working with the vendor (in the past several years, we have had the same vendor provide Animal Control Officer and Kennel services). As with other multi-year contracts we have done, we would include the ability for the vendor to quote an annual price adjustment for service costs.

- Increase liability insurance requirements from $500,000 to $1 million for required coverage from the vendor. We have been standardizing our contracts to include this requirement.

Attached are the revised specifications for your consideration.

SUMMARY OF SPECIFICATIONS
(See Proposed Contract)
ON-CALL ANIMAL CONTROL OFFICER (Dog Catcher)
ANIMAL CONTROL SERVICES
CITY OF ISANTI

Statement of Work
On-Call Animal Control Officer shall furnish all labor, equipment, and services performed for the job of dog catcher for the City of Isanti. Services shall be provided in an efficient and workman like manner.

On-Call Animal Control Officer Duties
Upon request of the Isanti Police Department, City Administrator (or Designee), or other Law Enforcement Agency, shall take all reasonable and necessary steps to catch and take into custody any dog determined to be in violation of any City Ordinance, or Minnesota State Statute in the corporate limits of the City of Isanti. The Animal Control Officer shall also have the authority to pick up any dog that is observed by the Officer and are determined to be in violation of any City Ordinance or Minnesota State Statute; when driving through the City without a direct request from the Isanti Police Department or City Administrator (or Designee).

Period of Contract
The successful bidder shall be required to enter into a contract with the City of Isanti. The contract shall run from **April 1, 2016 through March 31, 2019.**

Services to be Provided
The On-Call Animal Control Officer shall provide the following services:

- Respond to a call by the Police Department or authorized City Staff to pick up and / or transport dogs.
- Respond to a call to assist law enforcement for pick-up and / or transport of other animals.
- Transport one or more dogs or other animals as directed by the City to a designated dog kennel when animal is held at City Hall.
- Respond to complaints as directed by the Police Department or authorized City Staff.
- Provide services on a holiday as available.
- Attend annual pet clinic and education classes as requested by the City.

Holidays shall be identified as follows:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
½ day Christmas Eve Day	Christmas Day

Identification
The City shall provide the Animal Control Officer with appropriate credentials and / or identification to identify the Contractor as the "Official Animal Control Officer" for the City of Isanti.

Indemnification
The Animal Control Officer shall agree to an indemnification clause as provided within the contract between the City of Isanti and the Animal Control Officer.

Insurance
The Animal Control Officer must provide liability insurance coverage and shall provide a Certificate of Liability Insurance to the City of Isanti and shall name the **City of Isanti** as an additional insured. Said insurance shall protect against liability for personal injury or property damage to third parties of not less than **$1,000,000**.

Termination
Animal Control Officer must agree to a sixty (60) day termination clause as provided in a contract between the City of Isanti and the service provider.

SUMMARY OF SPECIFICATIONS
(See Proposed Contract)
KENNEL SERVICES
CITY OF ISANTI

Statement of Work
Provide kennel services as a dog care provider providing room and board for dogs impounded by the City of Isanti or the Animal Control Officer.

Services to be Provided

- Provided dog care services in a discreet and humane manner.
- Care for unleashed dogs picked up by the City's Animal Control Officer and / or law enforcement within the City of Isanti.
- Assist in the pick up of unleashed dogs in the event the Animal Control Officer and / or law enforcement is unable to pick up an unleashed dog due to other emergency.
- Provide a place for each dog to stay.
- Provide food, water, and walking / exercising the dogs.
- Provide medication for the needs of any dog in care of the provider.
- Transport all dogs to the vet at the end of the required number of days pursuant to State Statute for each unclaimed dog.
- Observe any dog for a period of ten (10) days (or pursuant to State Statute) that has bitten a person and is impounded; as well as keep the dog apart from other animals; and notify the City of signs of any transmittable diseases.
- Provide kennel services seven (7) days a week, twenty-four (24) hours per day.

Equipment

- Provide all tools and necessary equipment.
- Provide appropriate kennels for the retention of dogs to be cared for.

Accounting, Billing, Business Records

- Provide to City at the end of each month a summary of all dogs cared for, and an itemization of charges for each such dog cared for.
- Files, documents, and records relating to performance of dog caring shall remain the property of the City, and shall be provided to the City at any time upon its request by the kennel provided.

Period of Contract
Contract shall run for a period from **April 1, 2016 through March 31, 2019**.

Licensing and Certification
Maintain all Professional Licensing and Certification as required by local, state, and federal law, and / or Associations for Dog Catchers and Dog Kennels.

Liability Insurance and Indemnification

- Provide services at own risk.

- Assume all responsibility for the use and condition of tools and equipment used in the performance of required duties, efforts and work.
- Carry liability insurance for an amount of not less than **$1,000,000** and provide a certificate of said insurance as provided in the proposed contract with the City.
- Agree to an indemnification clause as provided within the contract between the City of Isanti and the kennel services provided.

Termination

Contractor must agree to a sixty (60) day termination clause as provided in a contract between the City of Isanti and the service provider as provided within the specifications.

A Community For Generations.

Isanti

L.6.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: February 16, 2016

Subject: Resolution authorizing the conveyance of Outlot A, Mattson's Second Addition to Melanie Graw pursuant to the deed.

Background

In November 2014, City Council approved Resolution No. 2014-255 authorizing staff to repair the creek bank along Outlot A, Mattson's Second Addition and begin drafting a Quit Claim Deed to convey the lot to the adjacent property owner. The adjacent property owner, Melanie Graw, had been using the lot for many years because the previous owner had constructed a fence and shed that had been encroaching upon the City's property.

Bolton & Menk had verified that it was not necessary for the City to retain Outlot A so long as the existing drainage and utility easement are reserved in order to maintain the sewer that runs through Outlot A.

The creek bank repairs have been completed. City Attorney Clark Joslin has drafted the deed conveying Outlot A, Mattson's Second Addition to Ms. Melanie Graw.

Attachments

- Resolution No. XXX
- Quit Claim Deed

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE CONVEYANCE OF OUTLOT A, MATTSON'S SECOND ADDITION TO MELANIE GRAW PURSUANT TO THE DEED

WHEREAS, the City of Isanti owns Outlot A, Mattson's Second Addition; and,

WHEREAS, on November 5, 2014, the City Council passed Resolution No. 2014-255 to move forward with the conveyance of Outlot A, Mattson's Second Addition to Melanie Graw; and,

WHEREAS, Bolton & Menk, Inc. verified that it is not necessary for the City to retain Outlot A, so long as the existing drainage and utility easement is reserved by the City in order to maintain the sewer that runs through Outlot A; and,

WHEREAS, the City preformed creek bank repair prior to drafting the deed; and,

WHEREAS, Ms. Graw agrees to maintain Outlot A, Mattson's Second Addition once it is conveyed and the City has no future obligation to maintain the lot; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota that City staff is hereby authorized convey Outlot A, Mattson's Second Addition to Melanie Graw pursuant to the deed.

This resolution was duly adopted by the Isanti City Council this 16th day of February 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk
(SEAL)

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Individual(s)

eCRV number: _____

DEED TAX DUE: $1.65

DATE: February 17, 2016

FOR VALUABLE CONSIDERATION, City of Isanti a municipal corporation under the laws of the State of Minnesota ("**Grantor**"), hereby conveys and quitclaims to Melanie R. Graw, formerly known as Melanie R. Schmaltz ("**Grantee**"), real property in Isanti County, Minnesota, legally described as follows:

Outlot A of the recorded plat of Mattson's 2nd Addition, Isanti County, Minnesota. Subject to and reserving unto the City of Isanti, its successors and assigns, a perpetual easement for drainage and utility purposes over, under and across the entire parcel herein conveyed. This conveyance is made pursuant to the provisions of City of Isanti Resolution No. 2014-255, a true and correct copy of which is hereto attached and made a part hereof.

CONSIDERATION FOR THIS TRANSACTION IS $500.00 OR LESS

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: [...].)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

City of Isanti

By: _____

Its: Mayor

By: _____

Its: City Administrator

This Conveyance is hereby accepted by Grantee

_____

Melanie R. Graw

State of Minnesota, County of Isanti

This instrument was acknowledged before me on _____, by George A. Wimmer as Mayor and by Donald C. Lorsung as City Administrator of the City of Isanti, a Minnesota municipal corporation, Grantor, and by Melanie R. Graw, formerly known as Melanie R. Schmaltz, Grantee .

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
Clark A. Joslin
Joslin & Moore Law Offices, P.A.
221 NW 2nd Ave.
Cambridge, MN 55008

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
Melanie R. Graw
503 Elizabeth St. SW
Isanti, MN 55040

RESOLUTION NO. 2014-255

A RESOLUTION AUTHORIZING STAFF TO WORK WITH THE CITY ATTORNEY IN DEEDING OUTLOT A, MATTSON'S SECOND ADDITION TO THE PROPERTY OWNER OF 503 ELIZABETH ST SW AND TO PERFORM EROSION CONTROL ON SAID LOT

WHEREAS, on June 16, 2014, City staff were contacted by the property owner at 503 Elizabeth St SW regarding erosion along the creek bank in Outlot A, Mattson's Second Addition; and,

WHEREAS, the City of Isanti owns Outlot A, Mattson's Second Addition; and,

WHEREAS, the City Engineer assessed the erosion and recommended rip rapping the area along the creek bank experiencing erosion; and,

WHEREAS, Bolton & Menk, Inc. provided an estimate not to exceed $2,500 to rip rap the erosion area; and,

WHEREAS, upon further inspection it appeared that structures belonging to the owner of 503 Elizabeth St SW may be encroaching upon Outlot A; and,

WHEREAS, a property survey conducted by Bolton & Menk, Inc. validated the encroachments; and,

WHEREAS, Bolton & Menk, Inc. verified that it is not necessary for the City to retain Outlot A, so long as the existing drainage and utility easement is reserved by the City in order to maintain the sewer that runs through Outlot A; and,

WHEREAS, the Development Advisory Committee recommended deeding Outlot A to the property owner of 503 Elizabeth St SW, subject to and reserving to the City a drainage and utility easement across the property as recommended by the City Engineer; and,

WHEREAS, the owner of 503 Elizabeth St SW agrees to maintain Outlot A, Mattson's Second Addition once it is conveyed and the City has no future obligation to maintain the lot.; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota that City staff is hereby authorized to work with the City Attorney in preparing a deed to convey Outlot A, Mattson's Second Addition to the property owner of 503 Elizabeth St SW; and

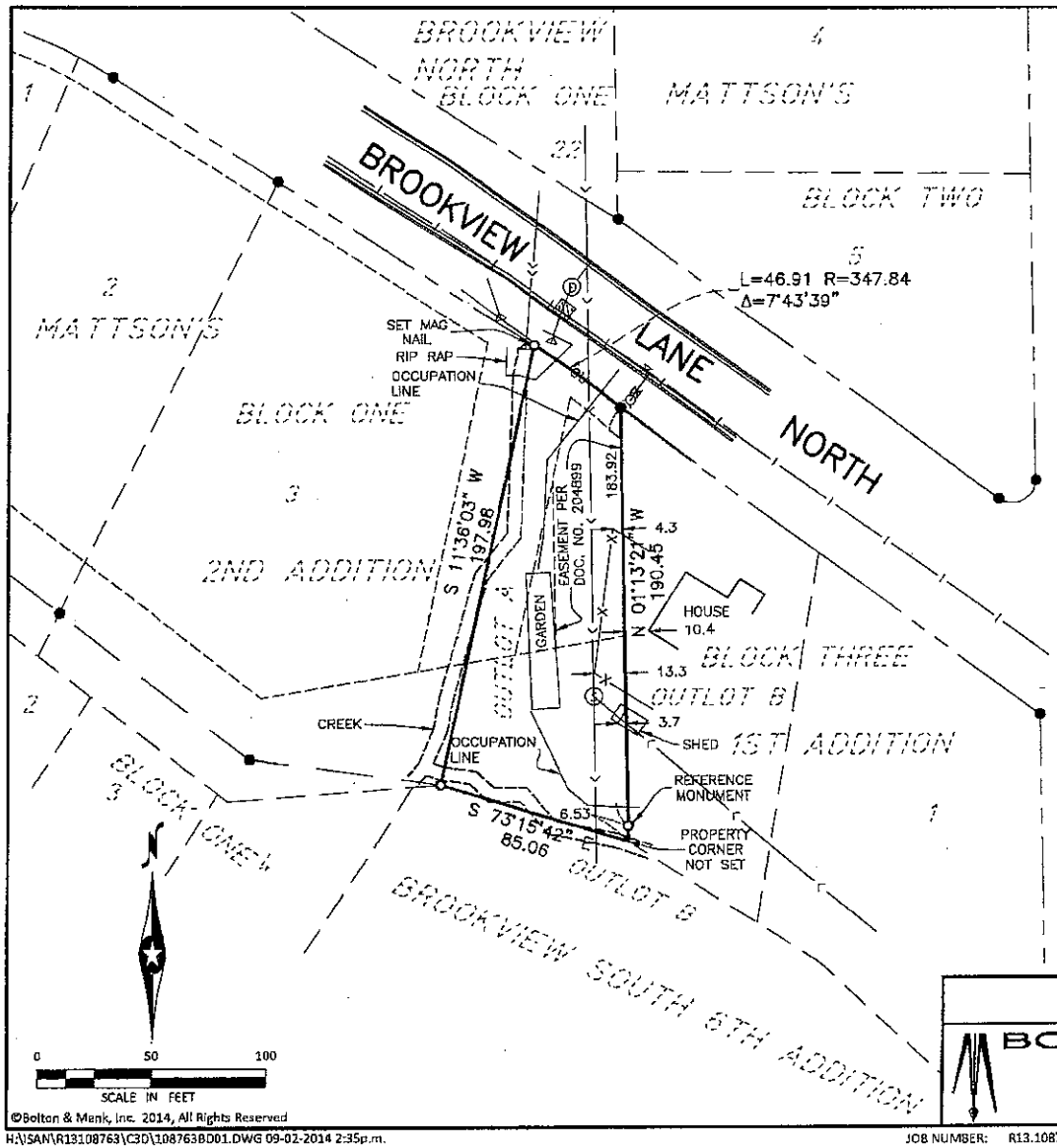
IT IS FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that the request for funding for the said rip rap project, in an amount not to exceed $2,500.00 to be provided from the Storm Water Fund is hereby approved.

This resolution was duly adopted by the Isanti City Council this 5th day of November 2014.

Mayor George A. Wimmer

ATTEST:

Donald C. Lorsung
City Administrator/City Clerk
(SEAL)



©Bolton & Menk, Inc. 2014, All Rights Reserved

DESCRIPTION:
OUTLOT A, MATTSON'S 2ND ADDITION, Isanti County, Minnesota.

SURVEYOR'S NOTES:
1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.
2. Bearings shown on this survey are based on the NAD83(2011) Isanti County Coordinate System.
3. Field survey was completed August 13, 2014.

SURVEYOR'S CERTIFICATION
I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Nathaniel T. Stadler
License Number 43934

9/2/2014
DATE

LEGEND

○	3/4" IRON PIPE MONUMENT SET MARKED BY REG. NO. 43934 UNLESS DOCUMENTED OTHERWISE	☼	LIGHT POLE
●	MONUMENT FOUND	MB	MAILBOX
⊠	AIR CONDITIONER	Ⓢ	SANITARY MANHOLE
▨	CATCH BASIN	Ⓓ	STORM MANHOLE
⊛	CURB STOP VALVE	PIV	POST INDICATOR VALVE
⊡	ELECTRIC METER	CP	COMMUNICATION PEDESTAL
EP	ELECTRIC PEDESTAL	⋈	WATER VALVE
⊠	ELECTRIC TRANSFORMER	—— I ——	WATER SYSTEM
⊙	HYDRANT	—— >> ——	STORM SEWER
☼	LIGHT DECORATIVE	—— > ——	SANITARY SEWER

CERTIFICATE OF SURVEY
ISANTI, MINNESOTA

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
(763)-433-2851

OUTLOT A, MATTSON'S SECOND ADDITION
ISANTI COUNTY, MINNESOTA

FOR: CITY OF ISANTI

H:\SAN\R13108763\C3D\108763BD01.DWG 09-02-2014 2:35p.m.

JOB NUMBER: R13.108763 FIELD BOOK: BK. SN04, PG. 40-41 DRAWN BY: FRD & JGM

R23-T35-S30-40

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: February 16, 2016

Subject: **Consider Adoption of Resolution Awarding Environmental Project to Carlson McCain and Authorization of Interfund Loan**

Background:

Staff has been working the PDL Properties to donate 100 Dahlin Ave NE to the City of Isanti for redevelopment. Discussions with the owner have centered on donation of the land to the City at no cost (aside from a proration of taxes), and a due diligence period to assess the environmental conditions and conduct a pre-demolition survey. The owners has verbally agreed to grant access to the property to conduct testing. Staff will have written consent of the general terms of this transaction and permission to enter property from the owner prior to commencing environmental test.

The City Council approved by resolution a not to exceed $5,000 amount to complete a PreDemo Survey and a Phase 1 environmental to assess risk and get a better understanding of demolition costs. Attached are the quotes that were received by four environmental firms. Staff has reviewed all the proposals and is recommending selection of Carlson McCain. The difference in cost is $157.00. Although Braun-Intertec is the lowest bidder staff has concerns with the size of the entity, size of the project and the responsiveness of a larger organization. Staff has worked with Jim Crowl from Carlson McCain on past redevelopment and remediation projects and has received exemplary service and work product. In addition, Mr. Crowl has worked with Staff to receive no association determination letters and has provided other environmental services and Staff was extremely satisfied with the end products and results. All proposals below are considered complete and are comparable as to the scope of work:

Company Name	Phase One	Pre-Demolition Survey	Total
Braun Intertec	$ 1,900	$ 2,095	$ 3,995
Carlson McCain / Package	$ 2,130	$ 2,022	$ 4,152
American Engineering Testing	$ 2,200	$ 2,000	$ 4,200
Bay West	$ 2,100	$ 2,607	$ 4,707

Budgeting:

In 2016, there was not a budget allocation for this potential project. Acquisition, renovation would be qualifying activities within TIF District No. 9. This district is in the last year of it timetable to make qualifying activities so this is the only opportunity we have to potentially recoup cost associated with redevelopment activities of the duration of the district. EDA participation in this project would be consistent with goals of the EDA and TIF District No. 9 that would lead to redevelopment activities that would be of benefit to historic downtown. Staff understands that there could be an extended hold period which is typical for redevelopment projects. The City could do an inter-fund loan in the event the funds become available from TIF district No. 9.

Finance Committee Recommendation:

Select Quote for Pre-demolition Survey and Environmental Phase 1 project at 100 Dahlin from Carlson McCain. To fund project out of General Fund and to set up an inter-fund loan with TIF District No. 9 in the event that there are funds available to reimburse for eligible activities.

Funding Source and Amount:

General Fund and to set up an inter-fund loan with TIF District No. 9 in the event that there are funds available to reimburse for eligible activities in the amount of $4,152.

City Council Action:

Consider Adoption of Resolution 2016-___ Awarding Environmental Project to Carlson McCain and Authorization of Interfund Loan

Attachments:

1) Resolution Awarding Environmental Project to Carlson McCain and Authorization of Inter-fund Loan

RESOLUTION 2016-___

Awarding Environmental Project to Carlson McCain and Authorization of Interfund Loan

WHEREAS, the City of Isanti City Council Directed staff to get quotes from vendors to conduct a Pre-demolition Survey and a Phase 1 Environmental for the real property locates at 100 Dahlin Ave NE; and

WHEREAS, Finance Committee has reviewed quotes from four vendors and recommended the selection of Carlson McCain for the quote of $4,152; and

WHEREAS, the environmental work to be conducted, including possible demolition is on real property located in TIF District No. 9 and the work is a TIF eligible expense; and

WHEREAS, an Interfund Loan resolution must be adopted prior to the expenditure of funds in order to be eligible for reimbursement from TIF District No. 9.

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

1) Award project for Pre-demolition survey and Phase 1 Environmental to Carlson McCain and to authorize execution of attached proposals.
2) Authorize Interfund Loan in the amount of $4,152 from the City General Fund to TIF District No. 9 for activities related to the acquisition and environmental work for 100 Dahlin Ave NE

This Resolution hereby approved by the Isanti City Council this 16th day of February 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A Henning
Human Resources / City Clerk

(SEAL)

Carlson McCain

ENVIRONMENTAL • ENGINEERING • LAND SURVEYING

January 21, 2016

Mr. Sean Sullivan
Economic Development Director - City of Isanti
110 First Avenue Northwest
Isanti, Minnesota 55040

Re: Scope of Work and Cost Estimate
Pre-Demolition Survey
100-102 Dahlin Avenue NE

Dear Sean:

Carlson McCain, Inc. (Carlson McCain) is pleased to provide this Scope of Work and Cost Estimate to conduct an asbestos inspection and regulated/hazardous materials inventory (collectively referred to as a pre-demolition survey or the Survey) for the above referenced Site (also referred to as the Property). It is our understanding that the City of Isanti is considering redevelopment of the Site and will demolish the existing building as part of the process. Our Scope of Work and Cost Estimate to conduct this task is provided in the following sections.

Scope of Work

Asbestos Sampling

Samples of suspect asbestos containing materials (ACM) will be collected at random locations and sealed in polyethylene bags. All materials will be wetted prior to sampling to minimize fiber/dust release to the environment. Approximately three samples of a homogeneous building material will be collected as a sample set to represent the material type. Homogeneous materials (i.e. thermal system insulation, ceiling spray, tile, etc.) are defined as those which appear to be the same on the basis of apparent age, color, size and texture. Please note that in order to complete this portion of the Survey, destructive sampling will be required. Furthermore, we are assuming the building is vacant and that power is disconnected, so we can complete a thorough inspection in one trip.

A chain-of-custody will be initiated and kept with the samples until they are submitted to a qualified laboratory for analysis. Samples will be analyzed for asbestos content in accordance with Environmental Protection Agency (EPA) Method 600R-93/166 and will be examined using polarized light microscopy with dispersion staining techniques.

Fibrous components will be identified and an area percentage of asbestos present will be determined by visual estimation. In addition, the laboratory will use a "test until positive" scheme (meaning if the first sample of the set is found to contain asbestos, the remainder of the sub-set samples will be assumed to be positive and no further analysis will be conducted). This will serve to minimize analytical costs and may result in fewer samples being analyzed. For the purpose of this Scope of Work, we are assuming that 70 samples will be collected for asbestos analysis.

Regulated/Hazardous Materials Inventory

Carlson McCain will conduct a regulated/hazardous materials inventory to identify and quantify regulated and/or hazardous materials within the building. These materials may include, but are not limited to lead, mercury, polychlorinated biphenyls (PCBs), chlorofluorocarbons (CFCs), fluorescent light bulbs, chemicals, flammable liquids, etc. Currently lead-based paint does not require to be tested for demolition and therefore, samples will not be collected for analysis.

Reporting

Upon completion of the Survey, all pertinent information and laboratory data will be presented in a letter report. The Report will include a discussion of the methods used for asbestos sampling and present the results for asbestos analysis. An itemized list of all other materials identified during the regulated/hazardous materials inventory will also be included with the Report. Locations of the asbestos and regulated/hazardous materials identified will be provided in a tabular format and shown on a field drawing.

Cost Estimate

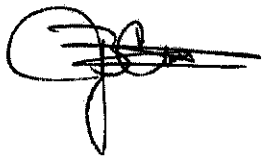
Based on the above Scope of Work, our Cost Estimate to complete the task is $2,092. Should Carlson McCain also be selected to conduct the Phase I Environmental Site Assessment (ESA) for this Project, we could reduce this price by $70 (to $2,022), as we could combine the travel time to complete both inspections in one trip. These costs include all labor, equipment/expenses and analytical costs (based on the number of samples referenced above). If additional samples are required, they will be billed at a rate of $30 per sample. However, we will notify you prior to analysis, should this be the case.

Closing

Based on the above Scope of Work and Cost Estimate, we would be able to initiate the project immediately following your authorization to proceed and would be able to complete the Report within three weeks. We appreciate the opportunity to submit this Scope of Work and Cost Estimate. If you have any questions or comments, please feel free to send me an e-mail at jcrowl@carlsonmccain.com or call me at (763) 489-7907. If you would like us to proceed with conducting this Scope of Work, please review the attached Standard Terms & Conditions, sign below and return a copy to us for our records. We look forward to working with you on this Project.

Sincerely,

Carlson McCain, Inc.



James B. Crowl III, P.G.
Senior Hydrogeologist

Accepted by:

_____

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed by Carlson McCain, Inc. (hereinafter referred to as the Company) in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional Services are not subject to, and the Company can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by a client are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects the scope may not be fully definable during the initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. The Company will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

3. SAFETY. The Company has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided as a service under this Agreement, the Company specifically disclaims any authority or responsibility for general job site safety and safety of persons other than the Company employees.

4. DELAYS. If events beyond the control of Client or the Company, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, the Company shall be entitled to an equitable adjustment in compensation.

   In the event that the project is delayed by Client and such delay exceeds 30 days, the Company shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. TERMINATION / SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay the Company for all Services, including any expenses, incurred prior to termination.

   In the event that either party defaults in its obligations under this Agreement (including Clients obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by the Company is supplied for the general guidance of the Client only. Since the Company has no control over the competitive bidding or market conditions, the Company cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to client.

7. RELATIONSHIP WITH CONTRACTORS. The Company shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but the Company specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures or construction selected by Client's contractors.

8. CONSTRUCTION/CONTRACTOR OVERSIGHT. For projects involving construction or contractor oversight, Client acknowledges that under generally accepted professional practice, interpretations of construction documents or field plans in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold the Company harmless

from any claims resulting from performance of construction-related or contractor oversight services by persons other than the Company.

9. INSURANCE. The Company will maintain insurance coverage for Comprehensive General, Automobile and Worker's Compensation in amounts in accordance with legal, and the Company's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

10. INDEMNITIES. To the fullest extent permitted by law, the Company shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of the Company, its agent or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless the Company, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to claims for injury or death to persons, damages to tangible property, or other losses, alleged to be caused by any of the following: (a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from Project (ii) tested by the Company under this Agreement, or (iii) used or incorporated by the Company in the Services; or (b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include the Company as an indemnitee under indemnification obligation to Client.

11. LIMITATIONS OF LIABILITY. No employee or agent of the Company shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, the Company's liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, the Company's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by the Company under this Agreement. If Client desires a limit of liability greater than that provided above, Client and the Company shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to the Company for assumption of such additional risk.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

12. ACCESS. Client shall provide the Company safe access to any premises necessary for the Company to provide services.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by the Company for the specific purpose intended, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless the Company from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.

14. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

16. STATUTES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

17. PREVAILING PARTY LITIGATION COSTS. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

18. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

20. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

21. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

22. LIEN RIGHTS. The Company hereby gives notice that, pursuant to Minnesota Stature Chapter 514, and as stated in the contract, it retains the right to file a lien against real property in the event of non-payment of invoices for engineering, landscape architecture, surveying, planning or environmental services performed with respect to the subject property. The lien will be prepared and filed in accordance with pertinent laws of the State of Minnesota.

23. CONSEQUENTIAL DAMAGES. Neither the Company nor the Client will be liable for any indirect, incidental, special or consequential damages (including loss of anticipated profits, business interruption or good will of other economic or commercial loss) relating to the services rendered.

24. RELATIONSHIP OF PARTIES. The Company will act solely as an independent contractor of the Client and not as the Client agent for any purpose. Neither the Company nor the Client may enter into any agreement or assume any obligation for the other, and nothing herein may be construed to establish any partnership, joint venture or principal-agent relationship between the Company and the Client.

25. SUCCESSORS AND ASSIGNS. The Client and the Company each binds itself, its successors, assigns and legal representatives to the other party with respect to all provisions of the contract/agreement. Neither the Client nor the Company shall assign, set over or transfer his interest in the contract/agreement, in whole or in part, without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract/agreement terminated.

26. ARBIRTATION. All claims, disputes and other matters in question arising out of, or relating to, the contract/agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree other wise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law in the State of Minnesota. Notice of the demand for arbitration shall be filed in writing with the other party to the contract/agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable stature of limitation. Arbitration will not limit the Company's mechanic's lien rights. All arbitrations will be conducted in Hennepin County, Minnesota.

    The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration of claims arising from the contract/agreement shall not be consolidated with any other arbitration proceedings except by written consent of the parties.

27. ENTIRE AGREEMENT. The Client's engagement of the Company to perform work represents the Client's acceptance of the terms and conditions contained herein, which constitute the entire understanding between the Company and the Client and supersede any previous communication, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the Client's additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the Client

to the Company to which notice of objection is hereby given. Unless otherwise agreed to in writing by an officer of the Company, the Client's engagement of the Company is limited to these terms and conditions. The Company's commencement of performance will not be deemed or constructed as acceptance of the Client's additional or different terms and conditions.

No change of any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an owner or an officer of the Client and by an officer of the Company. If any of the provisions hereof are invalid under any applicable statute or rule or law or law, such provisions re, to that extent, deemed omitted, but the remaining terms and conditions of the contract/agreement will remain otherwise in effect. There are no understandings, agreements representations or warranties, express or implied, that are not specified herein respecting the subject hereof.

28. APPLICABLE LAW. The contract/agreement shall be governed by the laws of the State of Minnesota.

29. EEO/AA. The Company is an Equal Employment Opportunity/Affirmative Action Employer.

Carlson McCain

ENVIRONMENTAL • ENGINEERING • LAND SURVEYING

January 21, 2016

Mr. Sean Sullivan
Economic Development Director - City of Isanti
110 First Avenue Northwest
Isanti, Minnesota 55040

Re: Scope of Work and Cost Estimate
Phase I Environmental Site Assessment
100-102 Dahlin Avenue NE

Dear Sean:

Carlson McCain, Inc. (Carlson McCain) is pleased to provide this Scope of Work and Cost Estimate to conduct a Phase I Environmental Site Assessment (ESA) for the above referenced Site (also referred to as the Property). It is our understanding that the City of Isanti is considering redevelopment of the Site. Our Scope of Work and Cost Estimate to conduct this task is provided in the following sections.

Purpose and Objectives

The purpose of conducting a Phase I ESA is to provide information about the general environmental character of the Property; and satisfy one of the requirements to qualify for the *innocent landowner, contiguous property owner, or bona fide prospective purchaser* limitations on Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability in accordance with 42 USC §9601(35)(B), if the need should arise. That requirement includes conducting "all appropriate inquiry into the previous ownership and uses of the Property consistent with good commercial and customary practice."

Scope of Work

The Phase I ESA will be conducted following guidelines established by the American Society for Testing and Materials (ASTM), "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, Standard E1527-13".

The Scope of Work to be provided by Carlson McCain to conduct a Phase I ESA for the Property includes the following:

1. Site Location - Describe the location of the Property, by street address, township and municipality, county, and United States Geological Survey (USGS) Quadrants to the nearest 1/4 section.

2. Uses of the Property - Identify obvious uses of the Property from the present, back to the Property's first developed use, or back to 1940, whichever is earlier.

3. Uses of Properties in Surrounding Area - Identify uses of surrounding parcels, to the extent that this information is revealed in the course of researching the Property.

4. Site Reconnaissance - Visit the Property in an effort to visually or physically determine the presence of underground or aboveground storage tanks (USTs or ASTs) including types of materials stored, refuse disposal, wells, septic systems, sumps, pits, ponds, lagoons, catchment basins, retention ponds, areas of surface soil staining, stressed vegetation, or any other obvious indication of a contamination source. Adjacent properties will also be assessed to determine if they are potential sources of contamination.

5. Site Maps - Provide historic and current topographic maps that designate the locations of pertinent site features, structures and potential sources of contamination.

6. Database File Search - Conduct a database file search of all applicable State, Federal and Tribal regulatory agencies to determine the presence of known contaminated sites near the Site.

7. Information Requests - Inquire via letter or telephone interview with local officials regarding their knowledge of the Property. A reasonable attempt will be made to contact at least one staff member of the local fire department, State or local health department, local engineering and/or public works department, planning and development personnel of the city, county and other development authorities, zoning and assessment personnel of the city or county, the county solid waste officer, the county hazardous waste officer, and the local fire department inspector.

8 Water Supply - Identify the source of potable water for the Property.

9. Aerial Photographs - Provide and review copies of aerial photographs, or reasonable facsimiles, to check for altered land use, previous storage, etc.

10. Sanborn Maps - Provide and review copies of historic Sanborn fire insurance maps, or reasonable facsimiles, to check for altered land use, previous storage, etc.

11. City Directories - Review historic city directories that have been published to determine the history of occupancy.

12. Other Historical Records - Review as necessary, other historical records including but not limited to provided previous environmental reports, property tax files, recorded land title records, building department records, zoning department records and other reasonably ascertainable historical sources that identify past uses of the Property.

13. Interviews - Reasonable attempts will be made to obtain information from past and present owners, operators, and occupants of the Property.

All information gathered during the Phase I ESA will be presented in a single comprehensive Report for the Property. The Report will identify recognized environmental conditions (RECs), Historic RECS, Controlled RECs and de minimis conditions. Please note recommendations are not required by the ASTM Standard. However, we will be happy to discuss recommendations (if any) with you, upon completion of the Report.

Users Responsibilities

In accordance with ASTM, several tasks are to be provided by the User and will help identify the possibility for RECs in connection with the Property. The following tasks are expected to be completed by the User and this information provided to Carlson McCain:

1. Environmental Cleanup Liens*.
2. Activity and land use limitations that are in place on the Property or that have been filed or recorded in a registry.
3. Specialized knowledge or experience of the person seeking to qualify for the *Landowner Liability Protection.*
4. Relationship of the purchase price to the fair market value of the Property if it were not contaminated.
5. Commonly known or reasonably ascertainable information about the Property; and
6. The degree of obviousness of the presence of likely presence of contamination at the Property, and the ability to detect the contamination by appropriate investigation.

* Completion of a search for environmental liens is not included in the Scope of Work for this Project.

Assumptions/Conditions

1. No attempt will be made to perform a compliance audit involving regulatory permit review for any on-site operations or adjacent areas of concern identified during this Assessment, or for any planned use of the Property.
2. Carlson McCain will be provided with the names and telephone numbers of key contact persons for the Property.
3. It will be necessary to contact only those agencies specified in the proposed Scope of Work to obtain information on current and prior ownership, land use, and regulatory compliance. Furthermore, it is assumed that all information compiled from these agencies can be obtained without conducting on-site interviews with departmental staff.
4. The site reconnaissance will only be performed across areas of the Properties which are readily accessible at the time of inspection.
5. Access to the Property will not be restricted.

Cost Estimate

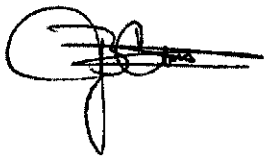
Our Cost Estimate to complete the Scope of Work as outlined above is $2,200 and will be billed as a lump sum upon completion of the Project. Should Carlson McCain also be selected to conduct the pre-demolition survey for this Project, we could reduce this price by $70 (to $2,130), as we could combine the travel time to complete both inspections in one trip. The above costs include all labor, expenses and subcontractor research fees.

Closing

Based on the above Scope of Work and Cost Estimate, we would be able to initiate the project immediately following your authorization to proceed. Please note the ASTM Standard requires that a minimum of 20 working days be given to regulatory agencies to provide files that may be useful in evaluating your Property; however, we expect that we can complete the Report within three weeks upon receiving authorization to proceed. We appreciate the opportunity to submit this Scope of Work and Cost Estimate. If you have any questions or comments, please feel free to send me an e-mail at jcrowl@carlsonmccain.com or call me at (763) 489-7907. If you would like us to proceed with conducting this Scope of Work, please review the attached Standard Terms & Conditions, sign below and return a copy to us for our records. We look forward to working with you on this Project.

Sincerely,

Carlson McCain, Inc.



James B. Crowl III, P.G.
Senior Hydrogeologist

Accepted by:

_____
Name and Title

STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional Services are not subject to, and Carlson McCain can not provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by a client are specifically objected to.

2. CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects the scope may not be fully definable during the initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Carlson McCain will promptly provide Client with an amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

3. SAFETY. Carlson McCain has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Carlson McCain specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Carlson McCain employees.

4. DELAYS. If events beyond the control of Client or Carlson McCain, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, acts of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 90 days, Carlson McCain shall be entitled to an equitable adjustment in compensation.

   In the event that the project is delayed by Client and such delay exceeds 30 days, Carlson McCain shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

5. TERMINATION / SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Client shall pay Carlson McCain for all Services, including any expenses, incurred prior to termination.

   In the event that either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may, after seven (7) days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and diligently continued, and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Carlson McCain is supplied for the general guidance of the Client only. Since Carlson McCain has no control over the competitive bidding or market conditions, Carlson McCain cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to client.

7. RELATIONSHIP WITH CONTRACTORS. Carlson McCain shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. However, Carlson McCain specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences, or procedures or construction selected by Client's contractors.

8. CONSTRUCTION/CONTRACTOR OVERSIGHT. For projects involving construction or contractor oversight, Client acknowledges that under generally accepted professional practice, interpretations of construction documents or field plans in the field are normally required, and that performance of construction-related services by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Carlson McCain harmless from any claims resulting from performance of construction-related or contractor oversight services by persons other than Carlson McCain.

9. INSURANCE. Carlson McCain will maintain insurance coverage for Comprehensive General, Automobile and Worker's Compensation in amounts in accordance with legal, and Carlson McCain's business, requirements. Certificates evidencing such coverage will be provided to Client upon request.

10. INDEMNITIES. To the fullest extent permitted by law, Carlson McCain shall indemnify and save harmless Client from and against loss, liability, and damages sustained by Client, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the willful misconduct or failure to adhere to the standard of care described in Paragraph 1 above of Carlson McCain, its agent or employees.

To the fullest extent permitted by law, Client shall defend, indemnify, and save harmless Carlson McCain, its agents, employees, and representatives from and against loss, liability, and damages (including reasonable litigation costs) arising from or relating to claims for injury or death to persons, damages to tangible property, or other losses, alleged to be caused by any of the following: a) any substance, condition, element, or material or any combination of the foregoing (i) produced, emitted or released from Project, (ii) tested by Carlson McCain under this Agreement, or (iii) used or incorporated by Carlson McCain in the Services; or b) operation or management of the Project. Client also agrees to require its construction contractor, if any, to include Carlson McCain as an indemnitee under indemnification obligation to Client.

11. LIMITATIONS OF LIABILITY. No employee or agent of Carlson McCain shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, Carlson McCain's liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Carlson McCain's negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Carlson McCain under this Agreement. If Client desires a limit of liability greater than that provided above, Client and Carlson McCain shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to Carlson McCain for assumption of such additional risk.

    IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CARLSON McCAIN BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

12. ACCESS. Client shall provide Carlson McCain safe access to any premises necessary for Carlson McCain to provide services.

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23. CONSEQUENTIAL DAMAGES. Neither Carlson McCain nor CLIENT will be liable for any indirect, incidental, special or consequential damages (including loss of anticipated profits, business interruption or good will of other economic or commercial loss) relating to the services rendered.

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26. ARBITRATION. All claims, disputes and other matters in question arising out of, or relating to, the contract/agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, unless the parties mutually agree other wise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law in the State of Minnesota. Notice of the demand for arbitration shall be filed in writing with the other party to the contract/agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable stature of limitation. Arbitration will not limit Carlson McCain's mechanic's lien rights. All arbitrations will be conducted in Hennepin County, Minnesota.

    The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration of claims arising from the contract/agreement shall not be consolidated with any other arbitration proceedings except by written consent of the parties.

27. ENTIRE AGREEMENT. The CLIENT'S engagement of Carlson McCain to perform work represents the CLIENT'S acceptance of the terms and conditions contained herein, which constitute the entire understanding between Carlson McCain and the CLIENT and supersede any previous communication, representations or agreements by either party, whether oral or written. The terms and conditions contained herein take precedence over the CLIENT'S additional or different terms and conditions that may be contained in any purchase order, work order, invoice, gate pass, acknowledgment form, manifest or other document forwarded by the CLIENT to Carlson McCain to which notice of objection is hereby given. Unless otherwise agreed to in writing by an officer of Carlson McCain, the CLIENT'S engagement of Carlson McCain is limited to these terms and conditions. Carlson McCain's commencement of performance will not be deemed or constructed as acceptance of the CLIENT'S additional or different terms and conditions.

    No change of any of the terms or conditions herein will be valid or binding on either party unless in writing and signed by an owner or an officer of the CLIENT and by an officer of Carlson McCain. If any of the provisions hereof are invalid under any applicable statute or rule or law or law, such provisions re, to that extent, deemed omitted, but the remaining terms and conditions of the contract/agreement will remain otherwise in effect. There are no understandings, agreements representations or warranties, express or implied, that are not specified herein respecting the subject hereof.

28. APPLICABLE LAW. The contract/agreement shall be governed by the laws of the State of Minnesota.

29. EEO/AA. Carlson McCain is an Equal Employment Opportunity/Affirmative Action Employer.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A LOCAL GAMBLING PERMIT TO THE CAMBRIDGE-ISANTI ROTARY CLUB OF ROTARY INT'L DISTRICT 5960

WHEREAS, the Cambridge-Isanti Rotary Club has applied for a Local Gambling Permit for a fundraising event to be held on April 7, 2016 at Spirit River Community Center located at 1005 Highway 5 NE., Isanti, MN 55040; and

WHEREAS, the value of prizes will be less than $1,000; and

WHEREAS, proceeds from the fundraiser are to be used for charitable donations; and

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

WHEREAS, the applicant successfully passed a background check by the Isanti Police Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to approve a Local Gambling Permit to the Cambridge-Isanti Rotary Club to hold a fundraiser on April 7, 2016 at the Spirit River Community Center.

This resolution was duly adopted by the Isanti City Council this 16th day of February 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Karissa A. Henning
Human Resources/City Clerk

A Community For Generations

Isanti

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR LOCAL GAMBLING PERMIT

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: Cambridge-Isanti Botany Club (of Rotary Internati District 5960)

Address of Organization: PO Box 1631 Cambridge, MN 55008

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Daniel Johnson — Name / Address / Phone No.

Karen Muhlhauser — Name / Address / Phone No.

Shannon Kirkeide — Name / Address / Phone No.

Type of Event: Fundraiser Date of event: April 7, 2016

Use of Proceeds: To support many local, national, & international organizations

Location and address of event: Spirit River Community Center
1005 Hwy 5 NE

Estimated value of prizes to be awarded: $1000

Name of applicant: Shannon Kirkeide Applicant's phone number:

Signature of applicant: SKirkeide

Date: 2-4-2016

Isanti Police Department

A Community for Generations
State of Minnesota

Chief Gene C. Hill
ChiefHill@cityofisanti.us

401 First Ave. Nw.
P.O. Box 428
Isanti, Mn. 55040

Background Gambling Permit

February 5, 2016

APPLICANT: Shannon Renae Berg Kirkeide 19721011

Business: Rotary Club of Cambridge/Isanti
Address: PO Box 631, Cambridge MN. 55008
Location: Spectacular Events Isanti MN 55040
ICR#16000488

I have conducted a background check on the applicant and business. The applicant does not have a criminal record. There have been no complaints of misuse of a gambling permit. There are no complaints against the business. The business has all the proper credentials. There are no on-going investigations or concerns brought to the Isanti Police Department. The applicant and business have successfully passed the gambling permit background.

Respectfully submitted,

Gene C. Hill

Chief Gene C. Hill

L.9.

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING LIQUOR STORE CLERK III ANGELA SHEPPARD'S RESIGNATION

WHEREAS, on Wednesday, February 10, 2016 Liquor Store Clerk III Angela Sheppard gave verbal notice with her last day of employment being Wednesday, February 10, 2016

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Liquor Store Clerk III Angela Sheppard is hereby accepted effective February 10, 2016.

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

This resolution was duly adopted by the Isanti City Council this 16th day of February 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

M.1.

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
February 2, 2016
Isanti City Hall

1. Call To Order

The meeting was called to order by Economic Development Director Sullivan at 7:19 p.m.

a. Pledge of Allegiance

b. Roll Call

Members Present:	Tara Hallberg, Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and George Wimmer
Members Absent:	Adam Johnson
Staff Present:	Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented. Motion to approve Agenda as presented by Collison, second by Lundeen, motion carried unanimously.

2. Approve Minutes of January 5, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for January 5, 2016. Motion carried unanimously.

3. 100 Dahlin Ave NE

Economic Development Director Sullivan outlined the staff memo and indicated the he was in process of obtaining quotes and written correspondence from the landowner that would allow the City to perform due diligence for the property. He also indicated that Finance Committee will be identifying a funding source for the project. TIF 9 is possible but it is likely that the General Fund will issue an inter-fund Loan and with the intention to be reimbursed through TIF. Historically the area has had TIF assistance to help get things moving.

Commissioner Bergley asked about the large range in the demolition cost estimates

President Wimmer stated he felt the building would be torn down and there could be an extended "hold" period and that the City should be prepared for that. He indicated the city could choose to do nothing but that could end up like the Arlington which was not a desired outcome.
Sullivan stated that it was due to the uncertainty of the environmental conditions. If there was asbestos, mercury or other hazardous materials there is a higher cost associated with the demolition and the depositing of the debris at landfills.

DRAFT

Consensus was to keep the EDA up to date on project.

4. 2016 Mayor's Employer Celebration Day

Economic Development Director Sullivan presented the staff memo. The event will be held on June 7, 2016 at Isanti City Hall/ Community Center. He indicated that this location has served the event well in the past.

Sullivan indicated that he felt that due to the number of businesses being recognized the event might be closer to $700 versus $600 and that it was within his discretion for the budget.

5. Other Business / Updates

Economic Development Director Sullivan highlighted the Staff Memo.

President Wimmer indicated that the 108 unit market rate apartment project was still looking like it was moving forward and that he would be talking about it at the Mayors State of the City. The project would help economic development activities.

Commissioner Lundeen informed the EDA that Lisa Marie (painter of mural on Family Pathways) and Al Anlauf passed away recently.

Commissioner Lundeen indicated that trying to bring a dentist office to Isanti would be a good idea.

President Wimmer summarized the City Council Goal Setting meeting regarding the Hotel for the EDA.

a. Business Prospects
b. Business Expansions
c. 2016 Tourism Market Study Update
d. GPS 45:93
e. EDAM – Winter Conference
f. Business Meetings
g. Housing Starts in 2016
h. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:38 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 2nd day of February, 2016.

Respectively Submitted,

_____

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
FEBRUARY 9, 2016

M.2.

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Steve Lundeen, Wayne Traver, Cindy Lind-Livingston, Greg Cesafsky, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Review Conflict of Interest Policy.

City Attorney Clark Joslin presented the conflict of interest policy and outlined the open meeting law.

3. Approval of Minutes from January 12, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Bergley second by Kennedy to approve the January 12th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

4. Public Hearings.

A. Request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel No. 16.103.0560, legally described as Lot 7, Block 3 of Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Bergley asked if there would be a volleyball court, tennis court or basketball court on the property.

Achman explained that as part of the request to use the property as park and open space, the city had to identify something other than open space that would be in the park.

Bergley asked if there was a volleyball court in any of the city parks.

Achman stated she wasn't aware of any volleyball courts in any of the city parks. She further stated that the design of the park will be discussed and reviewed at the Parks, Recreation and Culture Board.

Lundeen asked if the lots were actually tax forfeited.

Achman stated that they were.

Bergley asked what the approval process would be from here on out.

Achman informed him that the rezoning request would go to City Council for final approval. Then the design would occur at the Parks, Recreation and Culture Board, who would recommend approval to the City Council.

Bergley stated that by approving the rezoning, we still don't know what the Parks, Recreation and Culture Board will do with it.

Cesafsky opened the public hearing. There was no one to speak on the item. The public hearing was then closed.

Motion by Kennedy second by Lind-Livingston to recommend approval of the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel No. 16.103.0560, legally described as Lot 7, Block 3 of Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses based on the Findings of Fact and Conclusions. Motion carried unanimously.

5. Other Business.

A. None.

6. Discussion Items.

A. Planning Commissioner Training.

Achman questioned whether the Planning Commission would like to watch the webinar in one session or two.

The Planning Commission conceded they would prefer to watch the webinar in one session.

7. Adjournment

Motion by Bergley second by Lundeen to adjourn the February 9th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:20 p.m.

Dated at Isanti, Minnesota this 9th day of February 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

A Community For Generations.

Isanti

M.3.

Isanti Police Department Monthly Report

January 2016

Reported Crime	Month to Date	Year to Date
Theft	10	10
Assault	4	4
Vandalism/Damage to Property	4	4
Narcotics	2	2
Burglary	3	3
Domestics	9	9
Crim Sex	0	0
Robbery	0	0
Loud Party/Disturbance	3	3
Medical	20	20

Traffic Offenses	Month to Date	Year to Date
No Insurance	3	3
DUI	0	0
Accidents	6	6
Hit & Run	1	1
Warrant P/U	3	3
Speed	5	5
DAR/DAS	1	1
Administrative Citations (Including Speed)	1	1

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	22,125	853	853
Dodge 222	95,233	1,371	1,371
Dodge 225	146,921	2,513	2,513
Chevy Silverado 224	111,999	136	136
Chevy Silverado 220	97,828	354	354
Chevy Impala 223	75,850	217	217

CEZT SCORE CARD

JAN 2016

CEZT SCORECARD		<<<2016	2015>>>				
CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**20**	**415**	***398***	***382***	***349***	***316***	***278***
TOTAL OPEN CASES	**9**	**15**	**3**	**59**	**59**	**62**	**51**
VIOLATIONS CLOSED THIS PERIOD	**11**	**3**	**61**	**48**	**24**	**37**	**43**
NEW ISSUES THIS PERIOD	**20**	**13**	16	38	33	46	45
CAN-Proh Animals		0					
CCV-Comm Vehicle Storage	1	0					
CDO--Dogs		0					
CPA-Park & Store	18	398	8	28	12	10	2
CSN-Snow Removal		3					
CSP-Solicitors/Peddlers		61					
CST--Fish Houses, PODS, Rolloffs		16					
NEX-Exterior Structure, Paint/Repair	1		1	1	1		
NGA-Garbage Service & Storage					1		1
NGR--Grass Length					15	34	39
NJU--Junk/Brush		8	6	6	5	2	6
NUV-Unlicensed vehicle or missing plates				2	2		
ZAC-Accessory Building							
ZFE-Fence				1			
ZTD--Temporary Dwelling		1			1		
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	20	6		0	0	0	0
Administrative Citations Issues/period	1		15	44	44	50	52
Criminal Citations Issued/period			5	0	2	3	3
Abated Properties/Period				0	0	0	0
Admin Hearings Requested				0	0	0	1
Admin Hearings Held w positive judgement				0	0	1	1
Criminal trials w positive judgement				0	0	1	0
				0	0	0	0
AVERAGE TIME TO COMPLIANCE	18	28	28	67	94	83	77

M.4.

CITY OF ISANTI MONTHLY REPORT

January 2016

Residential	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Category	Month	YTD	Month	YTD	Month	Quarter	Month	YTD	Month	YTD
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	1	1	$0.00	$0.00	$1.00	$1.00	$80.00	$80.00		
Decks	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Basement Finish	3	3	$21,364.00	$21,364.00	$7.43	$7.43	$813.45	$813.45		
Addtns. Remodel	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Garages	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Miscellaneous	7	7	$20,639.00	$20,639.00	$7.00	$7.00	$710.00	$710.00		
Single dwellings	0	0	$0.00	$0.00	$0.00	$127.39	$0.00	$0.00		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	7	7			$7.00	$9.00	$530.00	$530.00		
Plumbing	4	4			$4.00	$6.00	$465.00	$465.00		
									$0.00	
Resid. Totals	**22**	**22**	**$42,003.00**	**$42,003.00**	**$26.43**	**$157.82**	**$2,598.45**	**$2,598.45**	**$0.00**	**$0.00**
Commercial										
New Buildings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Addtns./Remodel	1	1	$38,000.00	$38,000.00	$19.00	$19.00	$912.03	$912.03		
Plumbing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Tenant Change/Fill	1	1	$0.00	$0.00	$1.00	$1.00	$100.00	$100.00		
Comm. Totals	**2**	**2**	**$38,000.00**	**$38,000.00**	**$20.00**	**$20.00**	**$1,012.03**	**$1,012.03**	**$0.00**	**$0.00**
Resid. Plus Comm. Totals	**24**	**24**	**$80,003.00**	**$80,003.00**	**$46.43**	**$177.82**	**$3,610.48**	**$3,610.48**	**$0.00**	**$0.00**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD January 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	6	0	0	0	$5,600.00	$376.66	$0.00
2013	9	0	0	0	$2,500.00	$587.36	$0.00
2014	26	0	0	0	$52,616.00	$3,668.73	$0.00
2015	18	1	0	0	$283,705.00	$5,209.22	$7,983.00
2016	24	0	0	0	$80,003.00	$3,610.48	$0.00

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,610.48
February	0	$0.00	$0.00
March	0	$0.00	$0.00
April	0	$0.00	$0.00
May	0	$0.00	$0.00
June	0	$0.00	$0.00
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	24	$80,003.00	$3,610.48

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: February 10, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) City Hall Parking Lot Expansion

The Contractor will move forward on the alley work within the railroad easement next spring.

2) Community Garden Park Improvements

We will design the parking lot, garden water service, and trail to the Rum River this winter anticipating spring construction.

3) Railroad Avenue Pond Improvements

The contractor has completed the pond excavation and installed topsoil and erosion control blanket. The remaining storm sewer work and street patch will be constructed next spring.

4) Watermain Loop Improvements

We have designed plans for a watermain loop to the Isanti Middle School. We have submitted the plans to the City for review.

5) Wastewater System Improvements

The wastewater plant process layout is complete. We will have the plans submitted to the MPCA by the end of the month.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

ADDENDUM TO AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, February 16, 2016 – 7:00 P.M.
CITY HALL

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes

G. Citizens Input

H. Announcements

I. Council Committee Reports

J. Public Hearings

K. Business Items

L. Consent Agenda

Add New L. 10.	Resolution Authorizing the Execution of Repayment Agreement with J. Robinson Construction, Inc. for Lot 8, Block 1, Villages on the Rum, Third Addition, Phase Three
Add New L. 11.	Resolution Authorizing the Execution of Repayment Agreement with J. Robinson Construction, Inc. for Lot 9, Block 1, Villages on the Rum, Third Addition, Phase Three

M. Other Communications

Adjournment

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: February 16, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 8, Block 1, Villages on the Rum Third Addition Phase Three**

On December 1, 2016, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 8, Block 1, Villages on the Rum Third Addition Phase Three for the construction of a 1018 square foot single family residential home at 503 Moline Loop NW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of February 16, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 8, Block 1, Villages on the Rum Third Addition Phase Three

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 9, Block 1, Villages on the Rum Third Addition Phase Three

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 9, Block 1, Villages on the Rum Third Addition Phase Three (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of February 16, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator/City Clerk to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 16th day of February 2016.

Attest: Mayor George A. Wimmer

Karissa A. Henning
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of _____, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1018 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1018 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator/City Clerk

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of February, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator/City Clerk of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 8, Block 1, Villages on the Rum Third Addition Phase Three, Isanti County, Minnesota

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: February 16, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 9, Block 1, Villages on the Rum Third Addition Phase Three**

On December 1, 2016, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 9, Block 1, Villages on the Rum Third Addition Phase Three for the construction of a 1018 square foot single family residential home at 501 Moline Loop NW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of February 16, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 9, Block 1, Villages on the Rum Third Addition Phase Three

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 8, Block 1, Villages on the Rum Third Addition Phase Three

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WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of February 16, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator/City Clerk to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 16th day of February 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of _____, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1018 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1018 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator/City Clerk

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of February, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator/City Clerk of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 9, Block 1, Villages on the Rum Third Addition Phase Three, Isanti County, Minnesota

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
WEDNESDAY, MARCH 2, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. February 16, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Tuesday, March 8, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, March 15, 2016 at 7:00 p.m.
3. Parks, Recreation, and Culture Board Meeting	Tuesday, March 22, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items

<u>City Administrator Don Lorsung</u>
1. On-Sale and Sunday Liquor License Renewals
    a. Resolution Approving a Liquor License Renewal for Rum River VFW 2735
    b. Resolution Approving a Liquor License Renewal for Wintergreen's Golf & Grill
    c. Resolution Approving a Liquor License Renewal for Junction Bowl and Whistle Stop Bar & Grill
    d. Resolution Approving a Liquor License Renewal for The Green Table
2. Consider Resolutions for the Operation of the Compost Site and Hiring of Seasonal Public Works Spring Through Fall
    a. Resolution Approving Operation of the Compost Site
    b. Resolution Approving Seasonal Workers for Public Works for Spring Through Fall (2016)
3. Resolution Approving Additional Marketing Funds for the Economic Development Authority and Amending the 2016 Budget

<u>Police Chief Gene Hill</u>
4. Resolution Authorizing a Pet Clinic Sponsored by the City of Isanti Police Department
5. Resolution Authorizing the Chief of Police to Apply for the AAA Traffic Safety Grant

City Engineer Brad DeWolf

6. Resolution Approving Plans and Authorization to Advertise for Bids – Wastewater Treatment Improvements Project
7. Resolution Approving Plans and Authorization to Advertise for Bids – School Watermain Loop Improvements Project

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $149,721.55 and Payroll in the amount of $86,528.66
2. Final Meeting Minutes of the January 26, 2016 Parks, Recreation and Culture Board Meeting
3. Resolution Amending Resolution 2014-259 Authorizing Additional Compensation for Appointed Key Holders at the Liquor Store
4. Resolution Extending Vacation Hours for Economic Development Director Sean Sullivan
5. Resolution Extending Vacation Hours for Liquor Store Manager John Jacobi
6. Resolution Authorizing Staff to Seek Help with Economic Development/Activities through Providing a Paid Intern Opportunity and Accepting a $1,000 Scholarship from the Minnesota Economic Development Foundation
7. Resolution Authorizing the Sale of the 2008 Honda CRF250R Dirt Bike
8. Resolution Authorizing the Sale of the ATV Coolster 125cc
9. Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 11, Block 1, Villages on the Rum Third Addition Phase Three
10. Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 12, Block 1, Villages on the Rum Third Addition Phase Three
11. Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 13, Block 1, Villages on the Rum Third Addition Phase Three
12. Resolution Authorizing the Chief of Police to Accept and Sign the Agreement for Access to Minnesota Court Data Services
13. Resolution Authorizing the Designation of Fund Balances for 2015
14. Resolution Authorizing Entering into a Construction Contract and Energy and Maintenance Agreement with Connexus Energy for the 2016 Phase II Street Lighting Infill Program
15. Resolution Approving the Purchase of Monthly InDesign Subscription for Parks, Recreation and Culture

M. Other Communications

1. Draft Meeting Minutes of the February 23, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, FEBRUARY 16, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Adam Johnson

Staff Present: City Administrator Don Lorsung, City Attorney Clark Joslin, Human Resources/City Clerk Karissa Henning, Police Chief Gene Hill, Economic Development Director Sean Sullivan, and City Engineer Brad DeWolf

D. Adopt Agenda
Addendums:

Add new L.10 Resolution Authorizing the Execution of Repayment Agreement with J. Robinson Construction, Inc. for Lot 8, Block 1, Villages on the Rum, Third Addition, Phase Three
Add new L. 11 Resolution Authorizing the Execution of Repayment Agreement with J. Robinson Construction, Inc. for Lot 9, Block 1, Villages on the Rum, Third Addition, Phase Three

Motion by Collison second by Bergley to approve the agenda with addendums as presented. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. February 2, 2016 – Regular Meeting of the City Council

Motion by Bergley second by Collison to approve the Regular City Council Meeting Minutes of February 2, 2016 as presented.

G. Citizens Input
None

H. Announcements
Announcements were read

I. Council Committee Reports

Mayor Wimmer addressed the explosion felt that day from Orbital ATK in northern Anoka County. The Mayor noted that a lot of questions had arisen regarding the explosion. There was some misinformation that circulated regarding the explosion indicating that it was an accidental discharge; however, the discharge was planned although there was significantly more ordnance being destroyed than what is typical. The Mayor noted that for most, it was merely a nuisance; however, it was a significant explosion and residents were uncertain as to what was happening. The Mayor acknowledged receiving a number of calls, some from people who have relatives in the community who suffer from Post Traumatic Stress Disorder (PTSD). The Mayor plans to work with the Isanti County Sheriff on receiving prior notice when similarly large discharges take place so that the City can provide announcements to its residents in the future.

The Mayor also read the Allina Clinic Release announcing their anticipated spring 2017 Medical Clinic opening in the City of Isanti. The release indicated that the Allina Board of Directors had approved a 17,000 square foot facility. Lundeen asked if the building size had been reduced from 19,000 square feet to 17,000 square feet. Mayor Wimmer clarified that a 17,000 or 19,000 facility had been approved allowing Allina room to expand. It was generally believed that Allina would go to the 19,000 square footage because the cost to expand in the future would be greater than building to 19,000 from the start. The Mayor reiterated that this will be a model new Clinic for Allina. It will be a model for how they build and deliver health care in the future with both medical and complimentary therapy features to be included in this facility.

J. Public Hearings

1. Request from Property Resource Group for the Vacation of a Drainage and Utility Easement Lying with Isanti Commons First Addition

Mayor Wimmer opened the public hearing at 7:04 p.m.
There were no questions or comments.
Mayor Wimmer closed the public hearing closed at 7:05 p.m.

a. Resolution 2016-041 Vacating a Utility Easement

Motion by Lundeen second by Bergley to approve Resolution 2016-041 as presented. Motion carried unanimously.

K. Business Items

1. Knights of Columbus Jacket Donation

Chief Hill addressed the City Council stating that the Knights of Columbus had reached out to the City of Isanti Police Department along with the School Resource Officer, Middle School, Elementary School and Primary School staff to identify children in need to be the recipients of the many winter jackets being donated by the Knights of Columbus. Chief Hill thanked the Knights of Columbus for the partnership and for allowing them to assist in getting the jackets to needy kids.

Motion by Lundeen second by Bergley to accept the donation. Motion carried unanimously.

2. Discuss C-I Bike/Walk Trail Amendment (Mayor Wimmer)

Mayor Wimmer stated that the Isanti County Parks Director had raised the question of having the Bike/Walk Trail Committee amend the language in the Joint Powers Agreement currently in place with the City of Isanti, Isanti Township, City of Cambridge and Isanti County, to allow for making connections with the Isanti County trail systems and build upon what is currently in place. The Mayor proposed that his focus would be to build upon what the City has already done versus start from scratch. He stated that it was originally stressed to try and finish some connections with the Bike/Walk Trail on the northern end and to connect to the City of Cambridge. The Mayor advocated that from the perspective of the City of Isanti, it would be desirable to have a connection to the east with North Branch going along Highway 5 which already has a bike lane. The Mayor also noted that improvements are needed on a stretch of Highway 95 before entering the City of North Branch, as the area which would need some significant safety improvement; otherwise, the trail could connect with the Sunrise Trail which has runs north and south. The Mayor remarked that Chisago County, North Branch and neighboring communities are working to get further north and thereby connect with trails there. The Mayor also confirmed that the City of Isanti built the trail from the Bluebird Park by the soccer fields all the way up to 299th. He emphasized that this wasn't part of the trail dollars, but rather a connection paid for by the City of Isanti. The Mayor told the Isanti County Parks Director that he didn't believe the City of Isanti would be interested helping fund their connection on the north end into the City of Cambridge, believing it fair that they, likewise, would pay for their own. The Mayor indicated that he was looking to the Council for approval in going forward with getting the City Attorney and staff to put some amendment language together. Also, another meeting would be required with Cambridge to hammer out the details.

A motion was made by Lundeen second by Bergley to move forward with amending the Cambridge Isanti Bike/Walk Trail Joint Powers agreement to include potential new trail links. Motion carried unanimously.

3. **<u>Resolution 2016-042</u> Approving a Five Thousand Dollar Increase to All Department Head Salaries and Amending the 2016 Budget (Mayor Wimmer)**

The Mayor proposed a basic $5,000 dollar increase across the board for department heads with a total impact of $42,000. The Mayor noted that as indicated on the salary ranges from adjacent cities, the current salary ranges for City of Isanti employees are $6,000 to $23,000 less than the comparables. Lundeen asked that it be stressed that the impetus for this action was to help curb the loss of department heads as seen recently. The Mayor acknowledged that pay raises are seldom popular with the constituency; however, he stated that he would be willing to engage that discussion with anyone and indicated that comparable figures were starker than he had anticipated.

Motion by Bergley second by Collison to approve Resolution 2016-042 as presented. Motion carried unanimously.

4. **<u>Ordinance 633</u> Approving an Amendment to the Zoning Map to Rezone Lots 6 & 7, Block 3 of Isanti Meadows from R-1 Single Family Residential to Park and Open Space**

The Mayor noted that these were the forfeited lots that were designated for future parkland.

Motion by Lundeen second by Bergley to approve Ordinance 633 as presented. Motion carried unanimously.

5. Resolution 2016-043 Establishing and Appointing Members to the GreenStep Committee

The Mayor stated that GreenStep is the program through the MCPA and League of Minnesota Cities to improve the City's impact on the environment and one of the steps the City needs to take is to have an official committee structure set up. Bergley asked if the assigned committee members had agreed to participate to which the Mayor responded that the committee had already been meeting, the City merely needed to make it official. Mayor Wimmer commented that the committee has done a fantastic job and anticipates that by this summer, the City will be at Step 3 in the program which indicates significant progress. The Mayor recognized Community Development Director Roxanne Achman and Public Services Director Josi Wood for their contribution to this program.

Motion by Lundeen second by Bergley to approve Resolution 2016-043 as presented. Motion carried unanimously.

6. Resolution 2016-044 for Public Works Lighting Upgrade and Grant Submission

Bergley inquired in what manner the lighting was considered inefficient. Lorsung responded that it is inefficient from the standpoint that it is old technology and of candles per square foot. Lorsung stated that the lighting upgrade was going to reduce the City's use of energy at the public works facility and provide better lighting for the City's employees. Collison confirmed that it is very dark in the City's public works building. Lundeen indicated that it is likely that there would also be financial assistance from the utility company as they would come in to audit the energy usage after the upgrade. Lundeen also noted that a lot of facilities have undergone these upgrades for the financial assistance received from the utility companies, underscoring the value of an upgrade for the City.

Motion by Lundeen second by Bergley to approve Resolution 2016-044 as presented. Motion carried unanimously.

7. Resolution 2016-045 for Water Treatment Plant Hatch Improvements

DeWolf reported to the Council that at the City's water treatment facility there are four steel pressure filters with each filter having four hatches on it. After the warranty period on the project, it was noted that the hatches had some problem with corrosion and are starting to leak. Three of the hatches with the greatest problems were repaired when Public Works Director Fleischacker was still with the City; however, it is obvious the other 13 need repair. Quotes were solicited from several contractors. Shank Construction, who fixed the original three, was the only contractor to respond as it is extremely tedious work. This project was estimated at $50,000; the bid came in at $57,200. DeWolf recommended the City move forward with this bid indicating that the design was poor from the start; however, noting the fix is a long-lasting solution. DeWolf also stated that keeping these hatches from leaking has taken up many public works staff hours over the past year and would thus definitely be a benefit from a time/cost perspective.

Bergley asked if the job should be split as only $50,000 was budgeted. Lundeen indicated that it would likely cost an additional $20,000 if the project were split. The Mayor noted that the cost for the work will come out of the water fund.

Motion by Lundeen second by Bergley to approve Resolution 2016-045 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $471,357.16 and Payroll in the amount of $88,997.56
2. Pay Request No. 1 – Railroad Avenue Pond in the Amount of $53,261.80
3. Final Minutes of the January 5, 2016 Economic Development Authority Meeting
4. Final Minutes of the January 12, 2016 Planning Commission Meeting
5. Animal Control Services – Amendment to Specifications
6. **Resolution 2016-046** Authorizing the Conveyance of Outlot A, Mattson's Second Addition Pursuant to the Deed
7. **Resolution 2016-047** Awarding Environmental Project to Carlson McCain and Authorization of Interfund Loan
8. **Resolution 2016-048** Approving a Local Gambling Permit to the Cambridge-Isanti Rotary Club
9. **Resolution 2016-049** Accepting Liquor Store Clerk III Angela Sheppard's Resignation
10. **Resolution 2016-050** Authorizing the Execution of Repayment Agreement with J. Robinson Construction, Inc. for Lot 8, Block 1, Villages on the Rum, Third Addition, Phase Three
11. **Resolution 2016-051** Authorizing the Execution of Repayment Agreement with J. Robinson Construction, Inc. for Lot 9, Block 1, Villages on the Rum, Third Addition, Phase Three

Motion by Lundeen, second by Collison to approve the consent agenda. Motion carried unanimously.

Motion by Lundeen, second by Bergley to adjourn. Motion carried unanimously. Meeting adjourned at 7:20 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

A Community For Generations.

Isanti

K.1.

MEMO

To: **Mayor and City Council**

From: Karissa Henning, Human Resources/City Clerk

Date: March 2, 2016

Subject: On-Sale and Sunday Liquor License Renewals

Prior to being brought to City Council for consideration of a Liquor License renewal, all Liquor License applications are reviewed for completeness, the license applicants undergo a background check by the Chief of Police, taxes and assessments are reviewed against the licensed property to make sure they are current; fees owed to the City are checked to ensure there are no delinquent fees, and the Personnel Committee reviews the police activity for the licensed business.

The following license holders have submitted complete applications, and through review, have been recommended to proceed forward to the City Council for consideration for renewal of their liquor license at this time:

- Rum River VFW 2735
- Wintergreens Golf & Grill
- Junction Bowl and Whistle Stop Bar and Grill
- City Center/The Green Table

Attachments:

a. Police Activity Chart for all Liquor Licensed Businesses in the City of Isanti for the preceding two years
b. Resolution Approving a Liquor License Renewal for Rum River VFW 2735
c. Resolution Approving a Liquor License Renewal for Wintergreens Golf & Grill
d. Resolution Approving a Liquor License Renewal for Junction Bowl and Whistle Stop Bar and Grill
e. Resolution Approving a Liquor License Renew for City Center/The Green Table

RESOLUTION NO. 2016-XXX

APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL APPLICATION FOR RUM RIVER VFW 2735

WHEREAS, Rum River's VFW Post 2735 On-Sale and Sunday Liquor License will expire on March 31, 2016; and,

WHEREAS, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and provided proof of liquor liability and workers' compensation insurance; and,

WHEREAS, all taxes assessments against the property are current; and,

WHEREAS, the applicant has no delinquent City fees; and,

WHEREAS, the applicant has passed a police activity review by the Personnel Committee for the business; and,

WHEREAS, the Chief of Police has reviewed the renewal application and that the applicant has not been cited during the past five years for any state/local liquor law violations.

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

1. Rum River's VFW Post 2735 On-Sale and Sunday Liquor License Renewal is approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2016 through March 31, 2017.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This resolution was duly adopted by the Isanti City Council this 2nd day of March 2016.

Attested:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

City of Isanti
110-1st Avenue North
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR RENEWAL OF LIQUOR LICENSE

TO THE HONORABLE CITY CONCIL:

I, George Harris Meldon —
(Name of person making application) First Last Middle Maiden

as Corp Pres. EV hereby submit this application for renewal of
(Individual owner, officer, or partner)

the following licenses:

- [X] On-sale Liquor License - $2,500
- [ ] On-sale 3.2 Malt Liquor License - $250
- [ ] Club License - $500
- [ ] Consumption and Display - $200
- [X] Sunday Liquor License* - $200
- [ ] Off-sale 3.2 Malt Liquor License - $150
- [ ] Wine License - $300
- [ ] Strong Beer – No Fee

*No Sunday License is needed for on-sale wine licenses (City Code § 76-14 D, Minn. Stat. §340A.404, Subd.5)

for the Rum River VFW Post #2735
(Name of the Establishment)

located at 410 Railroad Ave S for the sale of
(Street address and / or plat and parcel number)

liquor in accordance with the provision of Minnesota Statutes, Chapter 400, and City of Isanti ordinances, commencing April 1, 2016 and ending March 31, 2017.

Describe Area Where Liquor Will Be Consumed (Licensed Premises) (On Sale Only)

within buildings located @ 410 Railroad Ave S + within fenced in yard + patio area

Licensee Residence Address _____

Licensee Home Phone _____ Business Phone 763-444-9787

Licensee Date of Birth _____ Licensee Driver's License # _____

In support of said application and in accordance with the requirements as set forth in said Chapter, the following is submitted as part of the license application:

X — License Fee

X — Certificate of Insurance evidencing liquor liability coverage must cover license period of April 1 to March 31, or Waiver of Insurance if applicable

X — Supporting License Documentation

X — Copy of your Driver's License for background check.

[signature] SV
(Signature of Person Making Application)

1/23/16
(Date)

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code ONSS **License Period Ending** 3/31/2016 **ID#** 977

ISSUING AUTHORITY Isanti

Licensee Name Rum River VFW 2735

Trade Name Rum River VFW

City, State, Zip Code 410 S Railroad Ave/PO Box 55
Isanti MN 55040

Business Phone 7634447185

License Fees: **Off Sale** $0.00 **On Sale** $2,500.00 **Sunday** $200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. S back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature _____ DOB _____ ID# _____ Date 23 Jan 16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Mike Hamm - Commandar 320-219-9437
George Harris - Sr. Vice 703-439-4940 Steve Nastone - QM
Rick Belle - Jr. Vice 703-370-7220 412-501-102.

Indicate below any direct or indirect interest in other liquor establishments:

N/A

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

N/A

Report below details involving any license rejections or revocations:

N/A

City/County Comments:

ACORD

VFWISA1 OP ID: CG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/08/2015

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

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

PRODUCER
Insurance Advisors, Inc.
15020 27th Avenue N.
Plymouth, MN 55447
Pat R. Gleason

CONTACT NAME: Stacy Gruba
PHONE (A/C, No, Ext): 763-536-8006 FAX (A/C, No): 763-398-4060
E-MAIL ADDRESS: s.gruba@iaimn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Integrity Mutual Insurance Co.	14303
INSURER B: Security Nat'l. Insurance Co.	19879
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rum River VFW Post 2735
Commander/Quartermaster
410 Railroad Ave S. Mailbox 55
Isanti, MN 55040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BP 2620513	04/01/2015	04/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BP 2620513	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SWC1070518	05/03/2015	05/03/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Liquor Liability			BP 2620513	04/01/2015	04/01/2016	Aggregate Ea Common	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Fraternal Club

CERTIFICATE HOLDER

ISANT-4

City of Isanti
Attn: City Clerk
110 1st Avenue N/ PO Box 428
Isanti, MN 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Patrick Gleason

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K.1.b.

RESOLUTION NO. 2016-XXX

APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL APPLICATION FOR WINTERGREEN'S GOLF & GRILL

WHEREAS, Wintergreen's Golf and Grill On-Sale and Sunday Liquor License will expire on March 31, 2016; and

WHEREAS, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and

WHEREAS, all taxes and assessments against the property are current; and

WHEREAS, the applicant has no delinquent City fees; and

WHEREAS, the applicant has passed a police activity review by the Personnel Committee for the business; and,

WHEREAS, the Chief of Police has reviewed the renewal application and that the applicant has not been cited during the past five years for any state/local liquor law violations.

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

1. Wintergreen's Golf & Grill On-Sale and Sunday Liquor License Renewal is hereby approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2016 through March 31, 2017.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This resolution was duly adopted by the Isanti City Council this 2nd day of March 2016.

Attested:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

City of Isanti
110-1st Avenue North
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR RENEWAL OF LIQUOR LICENSE

TO THE HONORABLE CITY CONCIL:

I, RONALD STAWSKI JAMES
(Name of person making application) First Last Middle Maiden

as OFFICER hereby submit this application for renewal of
(Individual owner, officer, or partner)

the following licenses:

- ✓ On-sale Liquor License - $2,500
- ____ On-sale 3.2 Malt Liquor License - $250
- ____ Club License - $500
- ____ Consumption and Display - $200
- ✓ Sunday Liquor License* - $200
- ____ Off-sale 3.2 Malt Liquor License - $150
- ____ Wine License - $300
- ____ Strong Beer – No Fee

*No Sunday License is needed for on-sale wine licenses (City Code § 76-14 D, Minn. Stat. §340A.404, Subd.5)

for the WINTERGREENS GOLF & GRILL
(Name of the Establishment)

located at 306 CREDIT UNION DR for the sale of
(Street address and / or plat and parcel number)

liquor in accordance with the provision of Minnesota Statutes, Chapter 400, and City of Isanti ordinances, commencing April 1, _____ and ending March 31, _____.

Describe Area Where Liquor Will Be Consumed (Licensed Premises) (On Sale Only)

RESTAURANT & PATIOS

Licensee Residence Address _____

Licensee Home Phone _____ Business Phone 763 444 8422

Licensee Date of Birth _____ Licensee Driver's License # _____

In support of said application and in accordance with the requirements as set forth in said Chapter, the following is submitted as part of the license application:

✓ License Fee

✓ Certificate of Insurance evidencing liquor liability coverage must cover license period of April 1 to March 31, or Waiver of Insurance if applicable

_____ Supporting License Documentation

✓ Copy of your Driver's License for background check.

Ronald Stawski
(Signature of Person Making Application)

1/18/16
(Date)

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement.

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code ONSS **License Period Ending** 3/31/2016 **ID#** 2036

ISSUING AUTHORITY Isanti

Licensee Name Stawski & Stawski Inc.

Trade Name Wintergreens Golf & Grill

City, State, Zip Code 306 Credit Union Drive
Isanti MN 55040

Business Phone 7634448422

License Fees: **Off Sale** $0.00 **On Sale** $2,500.00 **Sunday** $200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. S back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature Ronald Stawski DOB _____ SS# / _____ Date 1-18-16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2016

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

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

PRODUCER Insurance Brokers of MN, Inc. 120 Heritage Blvd NE Suite 2 Isanti MN 55040	CONTACT NAME: David Wichman PHONE (A/C, No, Ext): (763) 444-5446 FAX (A/C, No): (763)515-0301 E-MAIL ADDRESS: d.wichman@insurancebrokersmn.com
INSURED Stawski & Stawski Inc, DBA: Wintergreen Golf and 2951 297th ave nw Isanti MN 55040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Wilson Mutual — 19950 INSURER B: Accident Fund Insurance Company of — 10166 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1612652273 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			BR233018	3/31/2016	3/31/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6078804	11/17/2015	11/17/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Liquor Liability			BR233018	3/31/2016	3/31/2017	common cause annual aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The does include the outside 16x36 patio and the 30x24 patio for both food and liquor

CERTIFICATE HOLDER

(763) 444-5560

City of Isanti
110 1st Avenue North
Isanti, MN 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Wichman/DAVE

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K.1.c.

RESOLUTION NO. 2016-XXX

APPROVING THE ON-SALE AND SUNDAY LIQUOR LICENSE RENEWAL APPLICATION FOR JUNCTION BOWL AND WHISTLE STOP BAR AND GRILL

WHEREAS, Junction Bowl and Whistle Stop Bar and Grill's On-Sale and Sunday Liquor License will expire on March 31, 2016; and,

WHEREAS, the applicant has completed the renewal application from the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and,

WHEREAS, all taxes and assessments against the property are current; and,

WHEREAS, the applicant has no delinquent City fees; and,

WHEREAS, the applicant has passed a police activity review by the Personnel Committee for the business; and,

WHEREAS, the Chief of Police has reviewed the renewal application and that the applicant has not been cited during the past five years for any state/local liquor law violations.

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

1. Junction Bowl and Whistle Stop Bar and Grill's On-Sale and Sunday Liquor License Renewal is approved.
2. The effective date of the On-Sale and Sunday Liquor License shall be April 1, 2016 through March 31, 2017.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This resolution was duly adopted by the Isanti City Council this 2nd day of March 2016.

Attested:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

City of Isanti
110-1st Avenue North
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR RENEWAL OF LIQUOR LICENSE

TO THE HONORABLE CITY CONCIL:

I, MICHAEL WARNING HERBERT
(Name of person making application) First Last Middle Maiden

as CEO hereby submit this application for renewal of
(Individual owner, officer, or partner)

the following licenses:

X On-sale Liquor License - $2,500	X Sunday Liquor License* - $200
____ On-sale 3.2 Malt Liquor License - $250	____ Off-sale 3.2 Malt Liquor License - $150
____ Club License - $500	____ Wine License - $300
____ Consumption and Display - $200	____ Strong Beer – No Fee

*No Sunday License is needed for on-sale wine licenses (City Code § 76-14 D, Minn. Stat. §340A.404, Subd.5)

for the JUNCTION BOWL WHISTLESTOP BAR & GRILL
(Name of the Establishment)

located at 123 CAJIMA ST. NE for the sale of
(Street address and / or plat and parcel number)

liquor in accordance with the provision of Minnesota Statutes, Chapter 400, and City of Isanti ordinances, commencing April 1, 2016 and ending March 31, 2017.

Describe Area Where Liquor Will Be Consumed (Licensed Premises) (On Sale Only)

BAR BOWLING AREA FENCED IN PATIO
HORSESHOE AREA

Licensee Residence Address _____

Licensee Home Phone _____ Business Phone 763-444-9100

Licensee Date of Birth _____ Licensee Driver's License # _____

In support of said application and in accordance with the requirements as set forth in said Chapter, the following is submitted as part of the license application:

X	License Fee
X	Certificate of Insurance evidencing liquor liability coverage must cover license period of April 1 to March 31, or Waiver of Insurance if applicable
X	Supporting License Documentation
X	Copy of your Driver's License for background check.

(Signature of Person Making Application)

2-1-16
(Date)

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code ONSS **License Period Ending** 3/31/2016 **ID#** 16420

ISSUING AUTHORITY Isanti

Licensee Name Warring Companies Inc.

Trade Name Junction Bowl/Whistle Stop Bar & Grill

City, State, Zip Code 123 Cajima St NE/PO Box 189
Isanti MN 55040

Business Phone 7634449100

License Fees: **Off Sale** **On Sale** $2,500.00 **Sunday** $200.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. S back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature _____ DOB _____ S# _____ Date 2-1-16
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Indicate below changes of corporate officers, partners, home addresses or telephone numbers:

Indicate below any direct or indirect interest in other liquor establishments:

Report below details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):

Report below details involving any license rejections or revocations:

City/County Comments:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2016

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

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

PRODUCER	CONTACT NAME: Cheryl Ginder - Bowling	
Edwards Brandt & Associates Inc. 2007 - 4th Street SW Mason City IA 50401	PHONE (A/C, No, Ext): (641)423-0675	FAX (A/C, No): (641)423-2441
	E-MAIL ADDRESS: cheryl@edwards-brandt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Western Insurance	10804
INSURED Warring Companies, Inc. DBA Junction Bowl PO Box 189 Isanti MN 55040	INSURER B: Illinois Casualty	0038
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1612505725 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA 2590869-31	11/19/2015	11/19/2016	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Liquor Liability			LL87616	3/31/2016	3/31/2017	Each Common Cause	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bowling center located at: 123 Cajima Street NE, Isanti, MN 55040. Including outdoor service area.

Off premises catering included.

INSURED'S COPY

CERTIFICATE HOLDER

(763)444-5560

City of Isanti
Attn: City Clerk
110 First Ave North
PO Box 428
Isanti, MN 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W Gasperi/CHERYL William F. Gasperi

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Additional Named Insureds

Other Named Insureds	
ring Companies, Inc.	C Corporation, Doing Business As
Warring Decorating	Insured Multiple Names
Whistle Stop Bar & Grill	Insured Multiple Names

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K.1.d.

RESOLUTION NO. 2016-XXX

APPROVING THE ON-SALE 3.2 MALT LIQUOR, WINE & STRONG BEER LICENSE RENEWAL APPLICATION FOR CITY CENTER/THE GREEN TABLE

WHEREAS, City Center/The Green Table's On-Sale 3.2 Malt Liquor, Wine and Strong Beer Liquor License will expire on March 31, 2016; and

WHEREAS, the applicant has completed the renewal application for the City of Isanti and for the State of Minnesota and submitted proof of liquor liability and workers' compensation insurance; and

WHEREAS, all taxes and assessments against the property are current; and

WHEREAS, the applicant has no delinquent City fees; and

WHEREAS, the applicant has passed a police activity review by the Personnel Committee for the business; and

WHEREAS, the Chief of Police has reviewed the renewal application and that the applicant has not been cited during the past five years for any state/local liquor law violations.

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

1. City Center/The Green Table's On-Sale 3.2 Malt Liquor, Wine and Strong Beer Liquor License Renewal is hereby approved.
2. The effective date of the On-Sale 3.2 Malt Liquor, Wine and Strong Beer Liquor License shall be April 1, 2016 through March 31, 2017.
3. Staff shall forward all necessary information to the State of Minnesota to complete the liquor license process.

This resolution was duly adopted by the Isanti City Council this 2nd day of March 2016.

Attested:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

City of Isanti
110-1st Avenue North
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR RENEWAL OF LIQUOR LICENSE

TO THE HONORABLE CITY CONCIL:

I, Gayle Cupit Jean Lusher
(Name of person making application) First Last Middle Maiden

as General Manager hereby submit this application for renewal of
(Individual owner, officer, or partner)

the following licenses:

____ On-sale Liquor License - $2,500	____ Sunday Liquor License* - $200
✓ On-sale 3.2 Malt Liquor License - $250	____ Off-sale 3.2 Malt Liquor License - $150
____ Club License - $500	✓ Wine License - $300
____ Consumption and Display - $200	✓ Strong Beer – No Fee

*No Sunday License is needed for on-sale wine licenses (City Code § 76-14 D, Minn. Stat. §340A.404, Subd.5)

for the MOM's Food Coop Inc. dba City Center Market/the Green Table
(Name of the Establishment)

located at 4 Enterprise Rd. Units 5 for the sale of
(Street address and / or plat and parcel number)

liquor in accordance with the provision of Minnesota Statutes, Chapter 400, and City of Isanti ordinances, commencing April 1, 2016 and ending March 31, 2017.

Describe Area Where Liquor Will Be Consumed (Licensed Premises) (On Sale Only)

cafe and coffee shop

Licensee Residence Address [redacted]

Licensee Home Phone _____ Business Phone _____

Licensee Date of Birth _____ Licensee Driver's License # _____

Gayle Cupit cell phone

In support of said application and in accordance with the requirements as set forth in said Chapter, the following is submitted as part of the license application:

✓	License Fee
✓	Certificate of Insurance evidencing liquor liability coverage must cover license period of April 1 to March 31, or Waiver of Insurance if applicable
✓	Supporting License Documentation
✓	Copy of your Driver's License for background check.

(Signature of Person Making Application)

7-16-2016
(Date)

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code MWNONSB **License Period Ending** 3/31/2016 **ID#** 44387

ISSUING AUTHORITY Isanti

Licensee Name MOMS Food Co-Op Inc.

Trade Name City Center Market/The Green Table

City, State, Zip Code 4 Enterprise Ave/Suite 5
Isanti MN 55040

Business Phone 7636894640

License Fees: **Off Sale** **On Sale** $300.00 **Sunday**

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. S back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature _____ DOB_____ SS#_____ Date 10/17/2015
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date_____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date_____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date_____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement
445 Minnesota Street, Suite 222
St. Paul, MN 55101
651-201-7500

RENEWAL OF LIQUOR , WINE, CLUB OR 3.2% LICENSES

No license will be approve or released until the $20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code 3.2ONSS **License Period Ending** 3/31/2016 **ID#** 44388

ISSUING AUTHORITY Isanti

Licensee Name MOMS Food Co-Op Inc.

Trade Name City Center Market/The Green Table

City, State, Zip Code 4 Enterprise Ave/Suite 5

Isanti MN 55040

Business Phone 7636894640

License Fees: **Off Sale** **On Sale** $250.00 **Sunday**

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. S back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. $100,000 in cash or securities or $100,000 surety bond may be submitted in lieu of liquor liability. (3.2& liquor licenses are exempt if sales are less than $25,000 at on sale, or $50,000 at off sale).

Licensee Signature _____ DOB _____ SS# _____ Date 3-16-2016
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/County Auditor Signature _____ Date _____
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature _____ Date _____
County Board issued licenses only(Signature certifies licensee is eligible for license).

Police/Sheriff Signature _____ Date _____
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

CITYC-1 OP ID: BN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2016

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

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

PRODUCER Maguire Agency 1970 Oakcrest Avenue,#300 Roseville, MN 55113 Erik D. Thompson, CIC	CONTACT NAME: Erik D. Thompson, CIC PHONE (A/C, No, Ext): 651-638-9100 FAX (A/C, No): 651-638-9762 E-MAIL ADDRESS: ethompson@maguireagency.com
INSURED MOMS Food Co-Op, Inc. Minnesota Organic Merchandise Store dba: City Center Market dba: The Green Table 4 Enterprise Avenue Isanti, MN 55040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: West Bend Mutual Ins Co — 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			031936	05/11/2016	05/11/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			031936	05/11/2016	05/11/2017	EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	[ ] DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		031942	05/11/2016	05/11/2017	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability			053396	05/11/2016	05/11/2017	1,000,000	Ea Com Caus
							2,000,000	Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Location at 4 Enterprise Avenue in Isanti, MN 55040

Liquor Liability coverage is continuous until cancelled

CERTIFICATE HOLDER

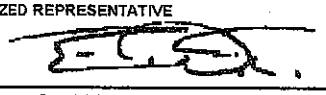
XISANTI

City of Isanti
110 1st Avenue N
Isanti, MN 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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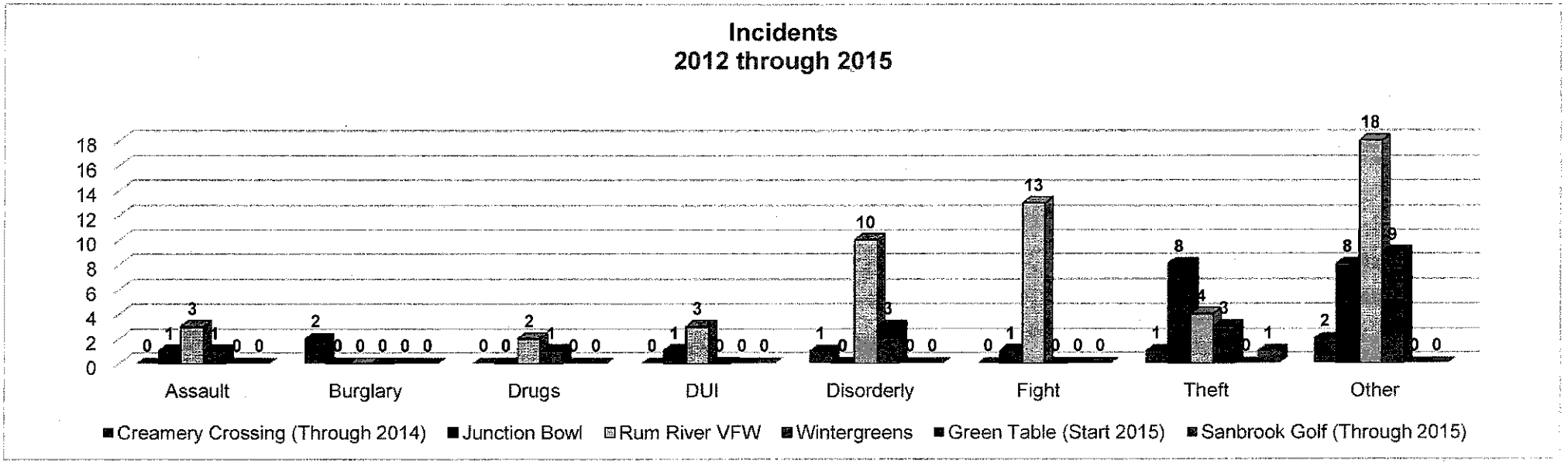
Incidents at Establishments Holding Liquor Licenses - 2015 vs. 2014

	Assault		Disorderly		Fight		Harassment		Domestic		Disturbance		DUIs *		Total
	2015	2014	2015	2014	2015	2014	2015	2014	2015	2014	2015	2014	2015	2014	
VFW	2	0	3	4	4	2	1	2	1	2	1	0	1	0	23
Wintergreens	0	0	0	1	0	0	0	0	0	0	1	1	1	0	4
Junction Bowl	1	0	0	0	0	1	0	0	0	0	0	0	1	0	3
Green Table (New in 2015)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sanbrook Golf	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	3	0	3	5	4	3	1	2	1	2	2	1	3	0	30

*Note: These numbers reflect admissions by parties arrested for DUI's of where they were drinking. The location of the incident does not reflect the actual establishment.



	Creamery Crossing (Through 2014)	Junction Bowl	Rum River VFW	Wintergreens	Green Table (Start 2015)	Sanbrook Golf (Through 2015)
Assault	0	1	3	1	0	0
Burglary	2	0	0	0	0	0
Drugs	0	0	2	1	0	0
DUI	0	1	3	0	0	0
Disorderly	1	0	10	3	0	0
Fight	0	1	13	0	0	0
Theft	1	8	4	3	0	1
Other	2	8	18	9	0	0

K.I.E.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director

Date: March 2, 2016

Subject: Consider Resolutions for the Operation of the Compost Site and Hiring of Seasonal Public Works Spring Through Fall

---

Overview

By hiring two seasonal public works employees, the City will be better able to maintain the level of public service that the City strives for as well as re-open the compost site.

Background

Staff is requesting to have two seasonal public works employees be hired to attend the compost site that Council approved to re-open spring 2016 as well as assist in other public works duties which includes park maintenance, garbage pick-up, street painting, mowing, weeding, etc. The proposed hire dates would be as early as April 17 and as late as November 20. These would also be the beginning and ending dates of when the compost site would be open to the public for collecting compostable yard waste.

The total duration would be a combined maximum of 185 days for both seasonal employees. The days would be considerably less if the seasonal workers are not full time students. Here are the stipulations set forth per the provisions of the International Union of Operating Engineers, Local 49 contract with the City of Isanti in regards to temporary/seasonal employees:

Each seasonal worker will not exceed more than 67 days or 100 working days (for full time students) within a twelve month period and the terms and conditions of employment will adhere to all applicable provisions of the International Union of Operating Engineers, Local 49 contract with the City of Isanti in regards to temporary/seasonal employees.

Both seasonal employees would be paid a wage of $9.50/hour. Funding has been outlined out of Sanitation in the 2016 budget to re-open and staff the compost site in the proposed amount of $7,068.00. The other unbudgeted seasonal activities would be funded out of Streets (25%) and PRC (75%) in the amount of $6,688.00. The total impact to the 2016 budget would be no more than $14,060 for a total of 185 hours combined.

Personnel Committee Recommendation

The Personnel Committee reviewed the information and recommends to move forward with the hiring of two seasonal employees for the duties, wage and funding allocation as written above.

Staff Request
Staff is requesting action on this item.

Attachments:

- Resolution 2016-XXX – Resolution Approving Seasonal Workers for Public Works for Spring Through Fall
- Resolution 2016-XXX – Resolution Approving Operation of the Compost Site

RESOLUTION NO. 2016-XXX **K.2.a.**

RESOLUTION APPROVING OPERATION OF THE COMPOST SITE

WHEREAS, as a directive of the Council, the Public Works compost site was to re-open in spring/summer 2016; and,

WHEREAS, funding for the clean-up and re-opening were budgeted in the 2016 Sanitation budget; and,

WHEREAS, the facility will be staffed by an attendant to monitor that only grass and leaves be accepted per our permit; and,

WHEREAS, the compost site will be open to the public for residential yard waste including grass clippings and leaves when the site is staffed Tuesdays and Thursdays 1:00 p.m. to 7:00 p.m. and Sundays noon to 5:00 p.m. beginning as early as April 17 and closing as late as November 20; and,

WHEREAS, the Development Operations Advisory Committee reviewed the hours as written per this Resolution and recommends they be posted as such; and,

WHEREAS, the site will require signage stating the hours the site will be open and acceptable materials which can be purchased in the amount, not to exceed, $400.00 from the budgeted compost site funding in Sanitation;

WHEREAS, the site will require a shed for the attendant to work out of in the amount, not to exceed, $1,500.00 from the budgeted compost site funding in Sanitation;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. Staff may post the hours the compost site will be open when it is staffed Tuesdays and Thursdays 1:00 p.m. to 7:00 p.m. and Sundays noon to 5:00 p.m.
2. Staff may post the dates the site is open for the season; opening as early as April 17 and closing as late as November 20.
3. Staff may proceed with signage for the site in the amount, not to exceed, $400.00.
4. Staff may proceed with a shed for the site for the attendant to use in the amount, not to exceed, $1,500.00.

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-

RESOLUTION APPROVING SEASONAL WORKERS FOR PUBLIC WORKS FOR SPRING THROUGH FALL (2016)

WHEREAS, as a directive of the Council, the Public Works compost site was to re-open in spring/summer 2016; and,

WHEREAS, funding for the clean-up and re-opening were budgeted in the 2016 Sanitation budget; and,

WHEREAS, an attendant is needed for the compost site and this cost was factored into the budgeted amount; and,

WHEREAS, there is also a need for additional help for spring, summer, and fall activities to maintain the level of service for the community the city strives for; and,

WHEREAS, the Personnel Committee reviewed hiring on seasonal employees (2) to assist with the compost site, parks maintenance, street painting, mowing, weeding, and garbage pickup, and,

WHEREAS, each public works seasonal worker will not exceed more than 67 working days or 100 working days (for full time students) within a twelve month period and the terms and conditions of employment for public works seasonal workers will adhere to all applicable provisions of the International Union of Operating Engineers, Local 49 contract with the City of Isanti in regards to temporary/seasonal employees; and,

WHEREAS, the Personnel Committee has reviewed this matter and recommends approval of public works seasonal workers for Spring through Fall of 2016 at a rate of $9.50/ hour and the proposed job descriptions attached hereto;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. Human Resources is hereby authorized to post to fill seasonal worker positions throughout the spring through fall of 2016 as needed upon approval of this resolution.
2. The total number of days worked by all seasonal workers combined in 2016 will not exceed 185 days at an amount, not to be exceed, $14,060.
3. Each seasonal worker will not exceed more than 67 days or 100 working days (for full time students) within a twelve month period and the terms and conditions of employment will adhere to all applicable provisions of the International Union of Operating Engineers, Local 49 contract with the City of Isanti in regards to temporary/seasonal employees
4. That the proposed job descriptions for the seasonal workers (attached as Exhibit A) are approved.

5. The seasonal workers rate of pay will be $9.50/ hour
6. Funding for the seasonal employees will be Sanitation (100%) for compost attendant duties and a split between Streets (25%) and Parks, Recreation and Culture (75%) for other duties.

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

(Exhibit 'A')

CITY OF ISANTI
JOB DESCRIPTION

JOB TITLE:	Seasonal Maintenance Worker
DEPARTMENT:	Public Works
SUPERVISION:	Public Services Director
EFFECTIVE DATE:	March 2, 2016
FLSA STATUS:	Non-Exempt
HOURS WORKED:	As established

DEFINITION:
Performs routine maintenance work with city parks, grounds and buildings. Oversees composting site as directed.

SUPERVISION RECEIVED:
Works under the general supervision of the Public Services Director and/or Working Foreman.

SUPERVISORY FUNCTIONS:
None.

EQUIPMENT/JOB LOCATION:
Works out of the Public Works Facility. Equipment used includes, but is not limited to, side by side utility vehicle, commercial mowers, weed whips, shovels, rakes, painter, tiller and brooms.

ESSENTIAL FUNCTIONS OF THE JOB:

- Operates small engine equipment and commercial mowers in the maintenance of city parks.
- Keep city parks, other landscaped areas along city buildings, and other open green space free of debris and garbage.
- Planting, pruning, weeding and maintenance of annual and perennial plantings within the city park system.
- Assist with landscape functions including planting of trees, disposal and trimming of limbs.
- Maintain city buildings, including light equipment maintenance and repair.
- Assist in patching and painting streets, city parking lots and other light street duties as assigned.
- Operates small engine and necessary tools to maintain the community garden grounds.
- Performs necessary duties to staff the city compost site.
- Assist with inspecting and cleaning playground equipment.

- Weed trimming and mowing.
- Trash and litter removal in parks and other City properties.
- Painting of park structures: benches, signs, etc.
- Follows all safety rules and procedures as outlined in the employee personnel policy, safety manual and other applicable rules and regulations.
- Performs other duties as assigned or apparent

OTHER DUTIES AND RESPONSIBILITIES:

- Performs other related duties as assigned or apparent.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Working knowledge of the safe use of department equipment.
- Working knowledge of tools, methods, operations, and materials used in a park and public works setting.
- Considerable skill in operation of small engine equipment and commercial mowers and other related equipment.
- Ability to perform essential functions during required hours of work.
- Must have the ability to work independently with limited supervision.
- Must be able to work variable shifts

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- Working ability to follow oral and written instructions and to read and follow manuals and guides.
- Ability to record information and to follow a preventive maintenance program.
- Considerable ability to sit, stand, and walk, use hands or fingers, handle or feel objects, tools, or controls; and manipulate tools and objects requiring manual dexterity.
- Considerable ability to use large motor skills which include crawling, standing, bending, reaching with hands and arms, walking, and climbing stairs during the workday.
- Considerable ability to lift and carry heavy objects and/or move up to 50 pounds.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus.
- Working ability to communicate effectively with other City employees and the general public.

MINIMUM QUALIFICATIONS:

- Minimum age of 18 years.
- Possess a valid Class D Driver's License.
- Ability to read and comprehend manuals.
- Knowledge of English grammar, spelling and usage.

- Ability to understand and follow both written and oral instructions.
- Ability to produce quantity and quality work.
- Ability to utilize work-time productively.

PREFERRED QUALIFICATIONS:

- Experience in the operation of small engine equipment and commercial mowers.

NON-DISCRIMINATION STATEMENT

The City of Isanti will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation status with regard to public assistance, or any other legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Isanti reserves the right to change and/or eliminate any and all job duties if needed).

A Community For Generations.

Isanti

K.3.

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Brenda Frechette, Finance Director

Date: February 25, 2016

Subject: Consider Resolution Approving Amendments to the 2016 Budget

---

Background:
The marketing reserve funds of the EDA were depleted in 2015. These additional funds are needed by the EDA for continued marketing and would also be used as a funding source of an intern.

Finance Committee is recommending an increase in the contribution to the EDA in the amount of 20,000.00 to be funded from general fund reserves

Current Action:
Consider Resolution Approving Amendment to the 2016 Budget

Attachments:
Resolution Approving Amendment to the 2016 Budget

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING ADDITIONAL MARKETING FUNDS FOR THE ECONOMIC DEVELOPMENT AUTHORITY AND AMENDING THE 2016 BUDGET

WHEREAS, the City of Isanti Economic Development Authority is very active and heavily marketing for new growth in order to increase our tax base; and,

WHEREAS, the need of an intern to assist with marketing has been identified; and,

WHEREAS, the Finance Committee reviewed this matter and recommends increasing the EDA marketing by $20,000; and,

WHEREAS, the 2016 budget was approved on December 1, 2015 and it is recommended to amend the budget to include an additional $20,000 for EDA marketing including the hiring of an intern.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA:

1. The 2016 budget is hereby amended to include the additional marketing funds for the EDA in the amount of $20,000 and to fund this expense through the use of general fund reserves.

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

K.4.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Council Members**

From: Chief Gene C. Hill **MEMO**

Date: February 16, 2016

Subject: PD – Pet Clinic

Background:

The City of Isanti has allowed its Police Department to sponsor an annual Pet Clinic for many years. For the second year we are partnering with our local Isanti Pet Clinic for this event. The event would be held at the Clinic itself instead of the Isanti Community center. This would enhance staff time with clean up afterwards and also not conflict with interests of other groups who use the Community Center as a social and serving of food venue. This will also assist with the Vet Clinic set up and tear down time.

Action:

I request that the Committee allow the Pet Clinic Event to continue with the change in venue to the Isanti Pet Clinic location.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING A PET CLINIC SPONSORED BY THE CITY OF ISANTI POLICE DEPARTMENT

WHEREAS, the City Council must authorize the holding of a Pet (Dog) Clinic as per City Resolution 2011-065; and,

WHEREAS, the Isanti Police Department, with assistance from the Isanti Pet Clinic & Ham lake Veterinary Hospital, has organized a Pet Clinic for 2016 and is requesting both approval of the annual clinic and participation in the clinic.

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

1. The Isanti Police Department, with assistance from the Isanti Pet Clinic & Ham lake Veterinary Hospital, is hereby authorized to hold a Pet Clinic on Saturday, April 2, 2016 from 8:00 a.m. to 2:00 p.m., at the Isanti Pet Clinic located at 120 Heritage Blvd. NE. Suite 4.

2. That the City Council authorizes Police Department staff to participate in the Pet Clinic.

Adopted by the Isanti City Council this 2nd day of March, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

Isanti Pet Clinic and Ham Lake Veterinary Hospital

2016 Animal Pet Vaccination Clinic

Vaccinations and Tests Available

Canine

Price

Distemper / Parvo
$22.50

Rabies
$22.50

Lyme Vaccination
$37.00

Heartworm / Lyme / Ecanis / Anap Test
$44.50

Heartworm Only Test
$22.50

Bordetella Oral
$24.50

Feline

Rabies
$22.50

Distemper / Upper Respiratory
$22.50

Feline Leukemia
$34.00

- First come, first serve basis. No advanced appointments

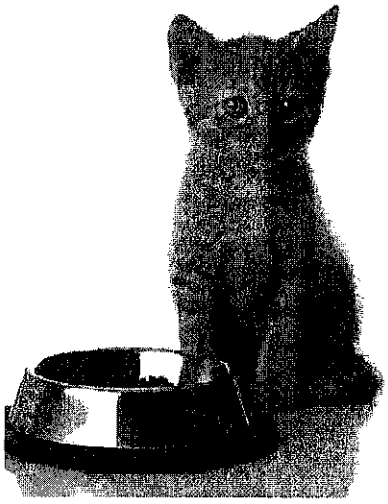
- Please bring your pet's previous vaccination history.

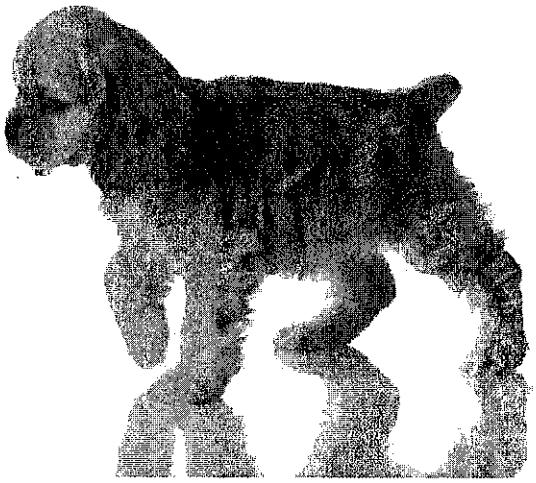
- Proof of Previous Rabies certificate, can make Rabies good for 3 years.

Annual Pet Vaccination Clinic

Saturday, April 2, 2016

8:00 a.m. – 2:00 p.m.





120 Heritage Blvd NE, Suite 4

Isanti, MN

Services Provided by

Isanti Pet Clinic & Ham Lake Veterinary Hospital

See reverse for pricing

K.5.

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: February 23, 2016
Subject: AAA Traffic Safety Grant

Background:

AAA on a yearly basis offers traffic safety grant opportunities to non-profit organizations and to government entities to promote safe driving habits. These opportunities offer enhanced positive contact with the public to educate them versus penalize them for their driving conduct. Research based evidence has proven that this type of activity has a longer lasting impact on peoples driving habits.

Action:

I am requesting that the City Council to review and consider this request to apply for the AAA Traffic Safety Grant.

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR THE AAA TRAFFIC SAFETY GRANT

WHEREAS, the Isanti Police Department has the opportunity to apply for a AAA Traffic Safety Grant to promote safe driving habits; and,

WHEREAS, the Police Department makes use of grant opportunities to provide a safer motoring community for all its citizens and guests; and,

WHEREAS, the City of Isanti Police Department, based on evidence based research that promoting positive driving habits has a longer lasting effect on driving habits.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the Chief of Police to apply for the AAA Traffic Safety Grant

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

2016 TRAFFIC SAFETY GRANT REQUEST

AAA Minnesota/Iowa is currently accepting traffic safety grant requests up to $500 for 2016. Activities that would qualify include mock car crashes, seat belt challenges, anti-texting and driving events, etc. Monies cannot be used to fund staff. Organizations located in Hennepin County are not eligible to receive this grant. **The grant must go to a tax-exempt organization.**

Organization: Isanti Police Department

Contact Person: Chief Gene C. Hill

Phone: 763-444-4761 **E-mail:** Chiefhill@cityofisanti.us

Mailing Address: PO BOX 428 - 401 1st Ave N, Isanti MN 55040

Is the organization receiving the grant tax exempt? Yes

Amount requested? $500

Briefly describe how, when and where the funds will be used: Isanti Police Officers will make contact with motorists that are observed promoting traffic safety by wearing their seatbelts, not using their cell phones, having pets secured in the rear of their vehicle, etc. This will occur throughout the City of Isanti during the large mobilization waves promoting safe driving and seatbelt use. This can also occur in school zones during parent drop offs. Contacting the drivers as they drop their children off and developing community relationships while promoting safety to the children present.

Briefly describe how AAA will be recognized for the grant monies: AAA's logo will be on each of the certificates along with being listed in the news coverage from local papers. The Officers will also be advising each of the drivers contacted that the reward is provided on behalf of AAA.

Please submit this form to Mark Peterson at:
mapeterson@mn-ia.aaa.com FAX: 952-707-4960

Office use only

Grant issued: Y N Amount: _____ Date: _____

K.6.

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: February 24, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Approval of Plans and Authorization to Advertise for Bids
Wastewater Treatment Improvements
BMI Project No: R13.109638

We request that the City Council approve the plans and specifications, entitled Wastewater Treatment Improvements, and authorize advertisement for bids.

The proposed improvements that are included in the plan are as follows:

- Replacement of the Main Lift Station
- Pretreatment Improvements
- Aeration Blower Replacement
- Aeration Diffuser Replacement
- Filter Rehabilitation

Following is the schedule for the Wastewater Treatment Improvements Project:

Approve Plans & Specs, Authorize Advertisement for Bids	March 2, 2016
Open Bids	May 3, 2016
Award Bids	May 17, 2016
Commence Construction	June, 2016
Final Completion of Construction	June, 2017

I will be at the March 2, 2016 City Council meeting to respond to any questions you have concerning the approval of plans and specs or the authorization to advertise for bids. Feel free to contact me with any questions prior to the meeting as well.

BCD/jc

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING PLANS AND AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR WASTEWATER TREATMENT IMPROVEMENTS

WHEREAS, the City has planned for improvements to wastewater treatment; and

WHEREAS, the City Engineer has created plans and specifications for said improvements.

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

1) That the plans for wastewater treatment improvements are approved.
2) Authorizes the advertisement for bids.

This resolution was duly approved by the Isanti City Council this 2nd day of March 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/ City Clerk

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

K.7.

MEMORANDUM

Date: February 24, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Approval of Plans and Authorization to Advertise for Bids
School Watermain Loop Improvements
BMI Project No: R13.110979

We request that the City Council approve the plans and specifications, entitled School Watermain Loop Improvements, and authorize advertisement for bids. We also recommend acquiring a utility easement on the Isanti Middle School property.

This plan includes the construction of a new watermain crossing across Heritage Boulevard at the Isanti Middle School to provide a secondary water supply to the school, main lift station, and apartment buildings west of Whiskey Road. Currently, if there is a watermain break in this area, all of these buildings are without water until the main is repaired.

The proposed loop will connect the watermain at the north west corner of the Isanti Middle School to the watermain in Wendover Street NW on the north side of Heritage Boulevard. This loop will be constructed on Isanti Middle School property and will require a utility easement from the school.

Following is the schedule for the School Watermain Loop Improvements Project:

Approve Plans & Specs, Authorize Advertisement for Bids	March 2, 2016
Open Bids	May 3, 2016
Award Bids	May 17, 2016
Commence Construction	June, 2016
Final Completion of Construction	August, 2016

I will be at the March 2, 2016 City Council meeting to respond to any questions you have concerning the approval of plans and specs or the authorization to advertise for bids. Feel free to contact me with any questions prior to the meeting as well.

BCD/jc

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING PLANS AND AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR SCHOOL WATERMAIN LOOP IMPROVEMENTS

WHEREAS, the City has planned for improvements to the school watermain loop; and

WHEREAS, the City Engineer has created plans and specifications for said improvements.

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

1) That the plans for school watermain loop improvements are approved.
2) Authorizes the advertisement for bids.

This resolution was duly approved by the Isanti City Council this 2nd day of March 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/ City Clerk

A Community For Generations.

Isanti

CITY OF ISANTI

02/22/16 10:51 AM

*Check Summary Register©

L.1.

February 2016

AP160203

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043486	7-UP BOTTLING	2/22/2016	$146.94
Paid Chk# 043487	ALLINA HEALTH SYSTEM	2/22/2016	$90.00
Paid Chk# 043488	AMERICAN TIRE DISTRIBUTORS	2/22/2016	$281.40
Paid Chk# 043489	APPLIED CONCEPTS, INC.	2/22/2016	$50.00
Paid Chk# 043490	BERNICK'S PEPSI-COLA	2/22/2016	$574.95
Paid Chk# 043491	CENTURYLINK	2/22/2016	$756.46
Paid Chk# 043492	COMPASS MINERALS	2/22/2016	$10,862.14
Paid Chk# 043493	CRAWFORDS EQUIPMENT, INC.	2/22/2016	$365.92
Paid Chk# 043494	CRYSTAL SPRINGS ICE	2/22/2016	$36.48
Paid Chk# 043495	DAHLHEIMER DISTRIBUTING CO	2/22/2016	$7,828.25
Paid Chk# 043496	EARL F. ANDERSEN	2/22/2016	$545.35
Paid Chk# 043497	ECM PUBLISHERS, INC.	2/22/2016	$14.31
Paid Chk# 043498	EXTREME BEVERAGE, LLC	2/22/2016	$47.90
Paid Chk# 043499	FORCE AMERICA	2/22/2016	$77.70
Paid Chk# 043500	HACH COMPANY	2/22/2016	$542.74
Paid Chk# 043501	HENRYS WATERWORKS,INC.	2/22/2016	$293.20
Paid Chk# 043502	INNOVATIVE OFFICE	2/22/2016	$311.55
Paid Chk# 043503	ISANTI RENTAL	2/22/2016	$34.50
Paid Chk# 043504	J. J. TAYLOR	2/22/2016	$912.65
Paid Chk# 043505	JOHNSON BROTHERS LIQUOR	2/22/2016	$5,190.23
Paid Chk# 043506	KAWALEK TRUCKING	2/22/2016	$296.00
Paid Chk# 043507	LAKES GAS CO.	2/22/2016	$496.01
Paid Chk# 043508	LEAGUE OF MN CITIES	2/22/2016	$20.00
Paid Chk# 043509	LOUS GLOVES	2/22/2016	$86.00
Paid Chk# 043510	MCDONALD DISTRIBUTING CO.	2/22/2016	$2,388.10
Paid Chk# 043511	MENARDS - CAMBRIDGE	2/22/2016	$447.48
Paid Chk# 043512	MINNESOTA EQUIPMENT	2/22/2016	$10.46
Paid Chk# 043513	MVTL LABORATORIES, INC.	2/22/2016	$564.00
Paid Chk# 043514	NAPA AUTO PARTS	2/22/2016	$337.96
Paid Chk# 043515	NORTH BRANCH ELECTRIC	2/22/2016	$214.81
Paid Chk# 043516	PHILLIPS WINE & SPIRITS, INC.	2/22/2016	$1,783.61
Paid Chk# 043517	POSTMASTER	2/22/2016	$1,600.00
Paid Chk# 043518	STAPLES ADVANTAGE	2/22/2016	$71.04
Paid Chk# 043519	THORPE DISTRIBUTING CO.	2/22/2016	$251.00
Paid Chk# 043520	TR COMPUTER SALES, LLC	2/22/2016	$340.00
Paid Chk# 043521	VIKING COCA-COLA BOTTLING	2/22/2016	$179.30
Paid Chk# 043522	WAL MART	2/22/2016	$18.86
Paid Chk# 043523	WATSON CO., INC.	2/22/2016	$634.51
Paid Chk# 043524	WINTER EQUIPMENT	2/22/2016	$3,187.63
		Total Checks	$41,889.44

A Community For Generations.

CITY OF ISANTI

*Check Summary Register©

February 2016

AP160204

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043525	10,000 LAKES CHAPTER	2/25/2016	$220.00
Paid Chk# 043526	ABDO, EICK & MEYERS, LLP	2/25/2016	$7,000.00
Paid Chk# 043527	BCBSM	2/25/2016	$19.14
Paid Chk# 043528	BELLBOY CORPORATION	2/25/2016	$9,704.32
Paid Chk# 043529	BERNICK'S PEPSI-COLA	2/25/2016	$338.85
Paid Chk# 043530	BOLTON & MENK, INC.	2/25/2016	$53,168.96
Paid Chk# 043531	CONNEXUS ENERGY	2/25/2016	$17,742.75
Paid Chk# 043532	DAHLHEIMER DISTRIBUTING CO	2/25/2016	$5,153.60
Paid Chk# 043533	IDM CONSULTING	2/25/2016	$1,900.00
Paid Chk# 043534	ISANTI COUNTY RECORDER	2/25/2016	$138.00
Paid Chk# 043535	JOHN HIRSCH'S	2/25/2016	$100.18
Paid Chk# 043536	JOHNSON BROTHERS LIQUOR	2/25/2016	$3,460.40
Paid Chk# 043537	KAWALEK TRUCKING	2/25/2016	$116.80
Paid Chk# 043538	LEAGUE OF MN CITIES	2/25/2016	$40.00
Paid Chk# 043539	MCDONALD DISTRIBUTING CO.	2/25/2016	$2,941.73
Paid Chk# 043540	MFMA	2/25/2016	$40.00
Paid Chk# 043541	MN POLLUTION CONTROL AGEN	2/25/2016	$240.00
Paid Chk# 043542	NORTH BRANCH ELECTRIC	2/25/2016	$807.75
Paid Chk# 043543	PHILLIPS WINE & SPIRITS, INC.	2/25/2016	$2,576.77
Paid Chk# 043544	ST. LOUIS MRO, INC.	2/25/2016	$45.00
Paid Chk# 043545	STAPLES ADVANTAGE	2/25/2016	$119.77
Paid Chk# 043546	UPS	2/25/2016	$22.21
Paid Chk# 043547	VIKING COCA-COLA BOTTLING	2/25/2016	$324.20
Paid Chk# 043548	WATSON CO., INC.	2/25/2016	$1,611.68
		Total Checks	$107,832.11

City of Isanti

Gross Payroll	74,804.51
Social Security & Medicare	4,128.62
Public Employees Retirement	7,595.53
Total City Expense	86,528.66

Pay Date 2-26-2016

Pay Period 5 (2/7-20/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
January 26, 2016
City Council Chambers

1. Meeting Opening.

A. Call to Order.
Wood called the meeting to order at 6:00 p.m.

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jamie Bergwick, Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Members Absent:	None
Staff Present:	Josi Wood, Public Services Director

D. Agenda Modifications.
Wood asked if there were any agenda modifications. There were none.

Motion by Wimmer, second by Zdon to approve the January 26th, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Organization of Advisory Bodies as per Chapter 8 of the Isanti City Code

A. Oath of Office for New Board Member
Wood stated the first item is the reelection of a board member. Jamie Bergwick has been reappointed. Wood stated in her packet was an Oath of Office form and that she would have Bergwick cite the Oath of Office pledge.

Bergwick cited the Oath of Office pledge.

B. Chair of Parks, Recreation and Culture Board
Wood asked if there were recommendations for the Chair seat.

Zdon stated that he would like to continue as chair.

Motion to nominate Aaron Zdon for the 2016 Parks, Recreation and Culture Board Chair by Bergwick. Second by Garvey. The vote was unanimously approved.

C. Vice-Chair of Park, Recreation and Culture Board
Zdon stated the next order of business is to appoint a Vice Chair.

Garvey stated she would like to continue to be Vice Chair for the 2016 Parks, Recreation and Culture Board.

Motion by Wimmer to nominate Jenny Garvey. Second by Bergwick. The vote was unanimously approved.

D. Secretary of Parks, Recreation and Culture Board

Motion by Wimmer for City Staff, Josi Wood, for position of secretary for the Parks, Recreation and Culture Board. Second by Bergwick. The vote was unanimously approved.

E. Approve Parks, Recreation and Culture Board Meeting Dates

Zdon stated the meetings are typically the fourth Tuesday and December has been excluded as usual due to Christmas week. Motion by Wimmer. Second by Bergwick. Vote was unanimously approved.

F. Review of Parks, Recreation and Culture Board Member Involvement with other Boards

Wood stated in the past there has been one member who has been a member of the Rum River BMX Association board and wanted to know if that should continue.

Zdon stated he would like to continue being on the Rum River BMX Board.

Motion made by Wimmer. Second by Garvey. Vote was unanimously approved.

G. Review of Conflict of Interest Policy – Resolution No. 2016-008

Joslin approached the podium, introduced himself and thoroughly presented the 2016 Conflict of Interest policy. Joslin asked the Members of the Board if they had any questions and that he would be available to be contacted for questions as well. Joslin asked each member to sign that the have reviewed and agreed to the policy and turn the paperwork into City staff Wood at the end of the meeting.

3. Approval of Minutes from November 24, 2015 Park, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Bergwick. Vote was unanimously approved.

4. Schedule Annual Park Tour

Wood stated that the annual park tour is typically done at the April meeting. Wood stated that if they keep that tradition that the date would be April 26th, 2016.

Zdon asked if anyone had any conflicts with that date.

Motion to have the annual tour on the April 26th PRC Board meeting by Bergwick. Second by Garvey. Vote was unanimously approved.

5. 38 Acre Park Project Update

Wimmer stated that Council approved it after some discussion. He stated one member wasn't overly excited about it but that is because it is in his backyard and he didn't want it in his backyard. Wimmer stated staff has worked really hard and great staff really do make a great project. Wimmer described the project and that it will take time but included that the Master Gardeners believe the garden will fill up and the school will have a lot of participation similar to what is at the Cedar Creek School.

Wood stated she apologized that some of the copies did not print in their packet. She described the project details that were outlined on the funding page. She also provided the PRC Board with a draft of the plot sites. Wood stated that they would have more elevated/raised beds but there will be two for this year. She also described other elements of the project including the shed, tools and water. Wood described the dock that will be used as the bridge.

Wimmer stated we would be ADA compliant to the end of the bridge and then beyond that the trail will be what it is. That is why we will have it blocked out since there is a lot of ATV traffic.
Wood stated then there would be a trail that would lead the path down the river to the bridge.

Wood stated that we will also have the community garden. As is in the documents, there are the preliminary rules and regulations. Wood stated the cost of the plots were approved by Council. Wood asked if anyone had any questions.

There was discussion on the rules and regulations.

Garvey had some question about the cost of the plots and the size. She asked for more clarification on the sizes in regards to what is stated in the brochure to let people know the sizes of the plots.

Zdon asked if the price was per season and not month.

Wood stated the cost was per season.

Garvey had a concern about providing tools in a shed that was open to the public.

Wood stated that the Cambridge Community Garden does the same thing and have not had issues.

There was discussion regarding the availability of tools to renters of the plots as well as other comments on the rules flyer.

Wimmer stated he wanted to jump in to update the Board on the hockey rink. At Council Goal Setting, the Council had a consensus of what will be voted on at a next meeting, which was something the Board discussed and wished Garvey was there since she's the hockey person. What the Council is looking at is doing is the two rinks on the East side of the pine trees which will be closer to the warming house, and have temporary wood boards and liner. Then the pleasure rink next to it. Wimmer stated it is not set in stone but from a cost standpoint that is what is being looked at. Wimmer stated this may be a way we can ensure we will have outdoor hockey that is cost effective.

Garvey asked if that would be at the next Council meeting.

Wimmer stated that that is where we would be looking at it and obviously it is not set in stone yet. The PRC Board can certainly look at it but from a cost and staff standpoint of doing the wooden boards in regards to repair, it may ensure we will be able to have hockey.

Garvey asked at the next Council meeting.

Wimmer stated yes, it will be brought up with the overall goals.

Garvey stated that her husband was here because they had a few conversations. Garvey went into brief details of another option and Wimmer stated to have her or her husband call him to discuss a new potential path.

Wimmer needed to excuse himself from the meeting to attend another.

There was another brief discussion on the community garden brochure verbiage.

6. Draft Park Brochure for Review

Wood provided a draft of the parks brochure to the Board. She asked for comments and/or suggestions.

The PRC Board had a few minor changes in regards to clarification and grammar but all agreed it was a very well put together brochure.

7. Adjournment

Motion by Garvey, second by Bergwick to adjourn the January 26, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:43 p.m.

Dated at Isanti, Minnesota this 26th day of January 2016.

Respectfully submitted,

_____

Josi Wood
Public Services Director

RESOLUTION NO. 2016-XXX

RESOLUTION AMENDING RESOLUTION 2014-259 AUTHORIZING ADDITIONAL COMPENSATION FOR APPOINTED KEY HOLDERS AT THE LIQUOR STORE

WHEREAS, Resolution 2014-259 authorized additional compensation for appointed key holders at the liquor store; and

WHEREAS, said Resolution specified selection criteria for designating a key holder; and

WHEREAS, the criteria was further reviewed by the Personnel Committee and recommended to be changed to provide the Liquor Store Manager with greater discretion in appointing key holders.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

Resolution 2014-259 is hereby amended to state that key holders are selected at the discretion of the Liquor Store Manager.

This resolution was duly adopted by the Isanti City Council this 3rd day of March, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

L.4.

RESOLUTION NO. 2016-XXX

RESOLUTION EXTENDING VACATION HOURS FOR ECONOMIC DEVELOPMENT DIRECTOR SEAN SULLIVAN

WHEREAS, Economic Development Director Sean Sullivan has hours of unused vacation that will be lost on his employment anniversary date of March 4th , per the Personnel Policy; and,

WHEREAS, the Personnel Committee has reviewed this matter and recommends an extension of Sullivan's vacation hours until April 30, 2016 to allow Sullivan the opportunity to use his earned vacation hours.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS: That Sullivan's vacation hours are extended until April 30, 2016.

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

RESOLUTION EXTENDING VACATION HOURS FOR LIQUOR STORE MANAGER JOHN JACOBI

WHEREAS, Liquor Store Manager John Jacobi has 19.94 hours of unused vacation that will be lost on his employment anniversary date of March 7th, per the Personnel Policy; and,

WHEREAS, due to current staffing levels Jacobi is not able to use this time prior to March 7th; and,

WHEREAS, the Personnel Committee has reviewed this matter and recommends an extension of Jacobi's vacation hours until April 30, 2016 to allow Jacobi the opportunity to use his earned vacation hours.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS: That Jacobi's vacation hours are extended until April 30, 2016.

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council Members**

From: Sean M. Sullivan, Economic Development Director

Date: March 2, 2016

Subject: Consider Adoption of Resolution 2016-___ Authorizing Staff to Seek Help with Economic Development / Activities through Providing a Paid Intern Opportunity and Accepting a $1,000 Scholarship from the Minnesota Economic Development Foundation

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Background:

Staff is requesting that the City Council authorize a part time Economic Development Marketing Intern position for the summer of 2016. Staff has been working on marketing initiatives for 2016 and beyond. In 2016, Staff would like to create some new marketing materials including: Maps, two-sided one page brochures, updates to welcome brochure utilizing In Design, and enhancements to the ED webpage. In addition, an intern would assist in business retention and expansion efforts by assisting with updating of business list and incorporating the updates into the website business list. Support for EDA events such as the Mayor Employer Celebration Day on June 7 and the new Business Meetings would certainly be helpful and increase some efficiencies for the Economic Development Director.

Budgeting:

In 2016, there was not a budgeted item an intern for EDA. Based on the past summer intern staff has estimated a timeframe of 18 weeks at 20 hours a week and a $9.50 wage per hour with an estimated cost of $3,420. Staff submitted an intern scholarship application to the Minnesota Economic Development Foundation and was awarded a matching $1,000 scholarship for 2016. This scholarship could be used to offset up to $1,000 in costs associated with the Economic Development marketing intern. The ED intern would need to be familiar with the In Design CS6 program and related modules and have a willingness to learn and participate in economic development related activities. Mayor Wimmer and Finance Director Frechette has discussed a plan that would allocate funds to EDA in order to fund the intern and additional marketing activities. The actual cost of the position to the City of Isanti less the $1,000 intern scholarship is $2,420.

Technology and Office Space:

In the past the intern has been given a cube and use of a PC and the laptop to conduct business. Intern Buboltz was able to utilize the City laptop off site (when appropriate) to work on development of the Welcome brochure. The City laptop also has a shared license with the In Design marketing program. Staff recommendation would be to set up the intern in the space formerly occupied by Building Official Nick Henly, use of the PC on that desk, and to provide access to the city laptop and In Design as needed.

Next Steps:

Staff has worked with City Clerk Henning to develop a job description which is attached and plans to coordinate with her to develop a job posting for immediate use. The need for an intern will increase as the year moves on and project such as Coborn's and Allina commence construction. Based on projected start times for construction and the implementation of the new Business Meetings and Mayor's Employer Luncheon staff would like to have the intern on board in April of 2016 ending sometime in August.

Recommendation:

Recommendation by Staff is to approve the attached job description for the Economic Development Marketing Intern, authorize funding of $3,420 from the EDA 495 Marketing fund to pay for the position, to develop a job posting, interview qualified applicants and to accept the Minnesota Economic Development Foundation Scholarship in the Amount of $1,000.

City Council Action Requested:

Adoption of Resolution 2016-____ A Resolution Authorizing Staff to Seek Help with Economic Development / Activities through Providing a Paid Intern Opportunity and Accepting a $1,000 Scholarship from the Minnesota Economic Development Foundation

Attachments:

1) Resolution 2016-____ A Resolution Authorizing Staff to Seek Help with Economic Development / Activities through Providing a Paid Intern Opportunity and Accepting a $1,000 Scholarship from the Minnesota Economic Development Foundation

2) Letter from Minnesota Economic Development Foundation awarding the City of Isanti an Intern Scholarship

RESOLUTION NO. 2016-____

RESOLUTION AUTHORIZING STAFF TO SEEK HELP WITH ECONOMIC DEVELOPMENT / MARKETING ACTIVITIES THROUGH PROVIDING A PAID INTERNSHIP OPPORTUNITY AND ACCEPTING A $1,000 SCHOLARSHIP FROM THE MINNESOTA ECONOMIC DEVELOPMENT FOUNDATION

WHEREAS, through City Council direction Staff has been tasked with the creation and updating of city marketing materials, updating and implementing the city marketing plan and sustaining economic development efforts; and,

WHEREAS, Staff as part of its future staffing plan has requested assistance in the creation and updating of city marketing materials, updating and implementing the city marketing plan and sustaining economic development; and,

WHEREAS, the Finance Committee has reviewed the request and recommends that an Economic Development / Marketing Intern be hired to assist the Economic Development Director and that this position be funded from the EDA 495 Marketing Fund in an amount not to exceed $3,420; and,

WHEREAS, Economic Development Director Sullivan applied to the Minnesota Economic Development Foundation for a $1,000 matching intern scholarship, and was awarded a scholarship for the purposes of hiring an Economic Development / Marketing Intern.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. Human Resources and the Economic Develop Director are hereby directed to advertise to fill an Economic Development / Marketing Internship.
2. Intern funded through EDA 495 marketing budget in an amount not to exceed $3,420.
3. Approval of the job description for the Economic Development / Marketing Intern attached hereto as 'Exhibit A'.
4. Acceptance of $1,000 Scholarship from Minnesota Economic Development Foundation.
5. The Economic Development Marketing Intern rate of Pay will be $9.50 / hour.

This resolution was duly adopted by the Isanti City Council this 2nd day of March 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

Exhibit A

CITY OF ISANTI
JOB DESCRIPTION

JOB TITLE:	Economic Development/Marketing Intern
DEPARTMENT:	Economic Development
SUPERVISION:	Economic Development Director
EFFECTIVE DATE:	March 2, 2016
FLSA STATUS:	Non-Exempt
HOURS WORKED:	To be Determined (approximately 16-20 hrs/wk)

DEFINITION:
An Intern Position responsible for assisting the Economic Development Director with various duties that include development and updating of marketing materials and mediums and assisting with economic development activities and may provide assistance to or be assigned to a specific project.

SUPERVISION RECEIVED:
Works under the general supervision of the Economic Development Director.

SUPERVISORY FUNCTIONS:
None.

EQUIPMENT/JOB LOCATION:
May work from an office in City Hall and/or outside the office in the City. Equipment used includes, but is not limited to, personal computer, laptop computer, printer, fax machine, copy machine, digital camera, document camera, and motorized vehicle.

ESSENTIAL FUNCTIONS OF THE JOB:
- Assisting the Economic Development Director with various duties that include development and updating of marketing materials and mediums and assisting with economic development activities and may provide assistance to or be assigned to a specific project.
- Creation of marketing/informational materials for various economic development events and projects.
- Update websites and other social media outlets for community events/ projects as necessary.
- Business retention and expansion administration.
- Conduct research, make site visits and identify resources to help Economic Development Director make decisions about events/projects possibilities.
- Propose ideas to make events/projects more successful.
- Assist with event set-up and close-out as directed.
- Assist with general recordkeeping.

OTHER DUTIES AND RESPONSIBILITIES
- Performs other related duties as assigned or apparent.

KNOWLEDGE/ABILITIES/SKILLS

- Knowledge of Microsoft Office Applications.
- Knowledge and/or experience in publication/design software program In Design CS6.
- General government processes.
- General office procedures.
- Customer service principles.
- Ability to work under pressure and meet tight deadlines
- Ability to multi-task
- Internet / Website / Social Media usage and operation
- Communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- The employee is frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Considerable ability to use large motor skills which include standing, walking, and climbing stairs during the workday.
- Walking on all types of surfaces, sometimes over slippery and/or uneven and rough terrain.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- The employee will lift and/or move up to 50 pounds for tasks such as folding tables, desk furniture, and setting up rooms for meetings carrying supply boxes and file drawers.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, computer deskwork, etc.

MINIMUM QUALIFICATIONS:

- A student in an Undergraduate degree program in planning, economic development, marketing, business administration or similar field of study
- Must have excellent written and oral communication skills
- Proficiency in Microsoft Windows / Office and publication (Design/Layout) programs
- Willingness to work flexible hours Monday – Friday and Saturdays
- Valid Driver's License or ability to obtain.

NON-DISCRIMINATION STATEMENT

The City of Isanti will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation status with regard to public assistance, or any other legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Isanti reserves the right to change and/or eliminate any and all job duties if needed).

MINNESOTA
ECONOMIC DEVELOPMENT
FOUNDATION
Building Stronger Minnesota Communities

February 10, 2016

Sean Sullivan
City of Isanti EDA
110 1st Avenue NW
Isanti, Minnesota 55040

Dear Sean:

Congratulations! The Minnesota Economic Development Foundation is pleased to announce that the City of Isanti EDA has been awarded a $1,000 Intern Scholarship.

This scholarship is for intern salary only and must be matched by at least $1,000 from the City of Isanti EDA (total intern salary paid must be at least $2,000).

If you have not selected an intern please email me the intern job description.

To request reimbursement at the end of the internship email to me (pconnoy@hutman.net) the intern's payroll history including total salary paid, number of hours worked, hourly rate of pay, intern start and end dates (see attached reporting form); a statement from the intern's supervisor describing the work activities the intern performed, a statement from the intern on what was learned through the internship, and an electronic photo of the intern.

It is the intent of the Minnesota Economic Development Foundation that the intern attend and be engaged in economic development activities such as business calls, board meetings and direct interactions with decision makers and businesses.

Thank you for sponsoring an intern and helping to shape the next generation of Minnesota's economic developers.

If you have questions call me at 612 308 2577.

Sincerely,

Patrick R. Connoy

Board of Directors and Executive Officers

BOARD OFFICERS

Michael Mulrooney, Chair
Central Minnesota Dev. Company

Mark Lofthus. Vice Chair
Dakota Electric Association

Janna King, Treasurer
Economic Development Services, Inc

Tim Korby, Secretary
Donohue Associates

Patrick R Connoy, Past Chair
Hennepin County

DIRECTORS

David Anderson
Frauenshuh, Inc.

Clark Arneson
City of Blaine

John Campobasso, Kraus-Anderson
Construction Co.

Tim Clawson
Faribault County Development Corp.

Michael Langley
GREATER MSP

Megan Barnett-Livgard
GREATER MSP

James Maciej
J-V-M Realty Advisors

Craig Waldron
Hamline University

1769 Lexington Avenue N
#339
Roseville, MN 55113

www.MNEDF.org

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A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: Tuesday, February 23, 2016
Subject: Forfeited 2008 Honda CRF250R Dirt Bike

Background:

The City of Isanti through its Police Department has lawfully seized and forfeited a 2008 Honda CRF250R Dirt Bike. The City of Isanti holds clear title on the above dirt bike. This dirt bike does not currently have any use within the department.

Action:

The Police Department wishes that the City Council to review, consider and approve the selling of the dirt bike, as it has with other forfeited vehicles, at Wayne Pikes Auction on March 5th, 2016; and that the proceeds be deposited into the Isanti Forfeiture fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING THE SALE OF THE 2008 HONDA CRF250R DIRT BIKE

WHEREAS, the Police Department seized and lawfully forfeited an 2008 Honda CRF250R Dirt Bike; and,

WHEREAS, the Honda dirt bike does not meet any current needs of the department.

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

1. That the City Council authorizes the Police Department to sell at auction the 2008 Honda CRF250R Dirt Bike.
2. The proceeds for the sale would be deposited into the Isanti Police Forfeiture Fund.

Adopted by the Isanti City Council this 2nd day of March 2016.

Attest: Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: Tuesday, February 23, 2016
Subject: Forfeited 2014 Coolster 125cc ATV

Background:

The City of Isanti through its Police Department has lawfully seized and forfeited a 2014 125cc Coolster ATV. The City of Isanti holds clear title on the above ATV. This ATV was to be used for the departments ATV safety program and would also allow the Police Reserves to patrol the parks and extensive trail system within the City.

After having the ATV in service for a year, we have learned that the ATV does not suit the needs of the department because of its size and being under powered for the departments need. The dependability of the unit is not what it needs to be for department use.

Action:

The Police Department wishes that the City Council review, consider and approve the selling of the ATV, as it has with other forfeited vehicles, at Wayne Pikes Auction; and that the proceeds be deposited into the Isanti Forfeiture fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE SALE OF THE FORFEITED ATV COOLSTER 125 CC

WHEREAS, the Police Department seized and lawfully forfeited an 2014 125cc Coolster ATV; and,

WHEREAS, the ATV does not meet the requirement for dependability and power for public safety purposes.

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

1. That the City Council authorizes the Police Department to sell at auction the ATV.
2. The proceeds for the sale would be deposited into the Isanti Police Forfeiture Fund.

Adopted by the Isanti City Council this 2nd day of March 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: March 2, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 11, Block 1, Villages on the Rum Third Addition Phase Three**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 11, Block 1, Villages on the Rum Third Addition Phase Three for the construction of a 1018 square foot single family residential home at 904 Robin Rd NW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of February 23, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 11, Block 1, Villages on the Rum Third Addition Phase Three

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 11, Block 1, Villages on the Rum Third Addition Phase Three

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 11, Block 1, Villages on the Rum Third Addition Phase Three (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of February 23, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 2nd day of March 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of March, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1018 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1018 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of March, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of March, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 11, Block 1, Villages on the Rum Third Addition Phase Three, Isanti County, Minnesota

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: March 2, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 12, Block 1, Villages on the Rum Third Addition Phase Three**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 12, Block 1, Villages on the Rum Third Addition Phase Three for the construction of a 1018 square foot single family residential home at 908 Robin Rd NW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of February 23, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 12, Block 1, Villages on the Rum Third Addition Phase Three

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 12, Block 1, Villages on the Rum Third Addition Phase Three

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 12, Block 1, Villages on the Rum Third Addition Phase Three (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of February 23, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 2nd day of March 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of March, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1018 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1018 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of March, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of March, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 12, Block 1, Villages on the Rum Third Addition Phase Three, Isanti County, Minnesota

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: March 2, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 13, Block 1, Villages on the Rum Third Addition Phase Three**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 13, Block 1, Villages on the Rum Third Addition Phase Three for the construction of a 1018 square foot single family residential home at 912 Robin Rd NW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of February 23, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 13, Block 1, Villages on the Rum Third Addition Phase Three

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 13, Block 1, Villages on the Rum Third Addition Phase Three

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 13, Block 1, Villages on the Rum Third Addition Phase Three (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of February 23, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 2nd day of March 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of March, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1018 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1018 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of March, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of March, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 13, Block 1, Villages on the Rum Third Addition Phase Three, Isanti County, Minnesota

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill
Date: February 24, 2016
Subject: Minnesota Court Data Services Agreement

Background:

Minnesota Court Services is launching a new website that allows criminal justice entities to access court data such as case files, orders for protection, harassment orders, conditions of release for pre-trial individuals and more to better assist officers with real time data 24/7.

This access to data will allow officers to make better on scene decisions about arrest situations which will reduce potential liability.

Action:

I am requesting that the City Council review, consider and accept the agreement for access to the Minnesota Court Data Services and to allow the Chief of Police to sign the acceptance agreement.

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ACCEPT AND SIGN THE AGREEMENT FOR ACCESS TO MINNESOTA COURT DATA SERVICES

WHEREAS, the Minnesota Court Data Services are offered to governmental units for certain governmental uses; and

WHEREAS, this data exists to assist governmental units in the efficient performance of governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state or local court or agency or before any self-regulating body;

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

1. The acceptance of the agreement with Minnesota Court Data Services.
2. To allow and authorize the Chief of Police to sign and enter into this agreement for criminal justice purposes.

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

A Community For Generations.

Isanti

L.13.

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Brenda Frechette, Finance Director

Date: February 25, 2016

Subject: Consider Resolution Authorizing the Designation of Fund Balances for 2015

Background: The PFA financing agreement requires an annual amount to be designated for system replacement:

1. $.10 per 1,000 gallons of wastewater flow for 2015 shall be placed in a reserve for the purpose of capital replacement of the wastewater treatment facility as provided for under the WIF guidelines.

Action Requested: Consider Resolution Authorizing the Designation of Fund Balances for 2015

Attachments: Resolution Authorizing the Designation of Fund Balances for 2015

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING THE DESIGNATION OF FUND BALANCES FOR 2015

WHEREAS, the City Council of Isanti finds that it is important to review financing to eliminate deficits in certain funds and close funds with no recent activity or for projects that are materially complete; and,

WHEREAS, the City Council of Isanti finds that it is in the best interests of the community that the City officially list each year the specific amounts reserved for the above purposes; and,

WHEREAS, the WIF portion of the Public Facilities authority loan requires funds to be placed in a reserve fund for capital replacement for major rehabilitation, expansion, or replacement of its existing system at the end of its useful life.

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

1. The amount of $.10 per 1,000 gallons of wastewater flow for the year 2015 shall be placed in a reserve fund for the purpose of capital replacement of the wastewater treatment facility as provided under the WIF guidelines.

This Resolution was duly adopted by the Isanti City Council this 2rd day of March 2016.

Attest: Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

L.14.

A Community For Generations.

Isanti

To: Mayor Wimmer & City Council

From: Don Lorsung, City Administrator

MEMO

Date: February 23, 2016

Subject: 2016 Phase II Street Lighting Infill Program

The City Council has budgeted for the 2016 Phase II Street Lighting In-fill Program. Changes were made to the 2016 program to place two new lights on Railroad Avenue NE, one near the pedestrian crossing north of the intersection with Palomino Road NE and one at the intersection of Broadway NE and Railroad Avenue NE (see attached map). The original two lights that were planned for this phase will be added to the 2017 Phase III Program.

Connexus has provided an Outdoor Lighting Construction Contract and a Maintenance Agreement for the new lighting (see attached). The estimated construction cost is $12,634. This is within the 2016 budgeted amount of $14,536. Attached for your consideration is Resolution approving the construction contract and lighting maintenance agreement.

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING ENTERING INTO A CONSTRUCTION CONTRACT AND ENERGY AND MAINTENANCE AGREEMENT WITH CONNEXUS ENERGY FOR THE 2016 PHASE II STREET LIGHTING INFILL PROGRAM

WHEREAS, the City of Isanti, City Council, through adoption of the 2016 City Budget, approved the 2016 Phase II Street Lighting Program; and

WHEREAS, the program has been modified to include two street lights on Railroad Avenue NE to provide better lighting for pedestrians; and

WHEREAS, Connexus Energy has provided an estimated cost of $12,634.00 for installation of the street lights, and will charge $9.76 per month per fixture for a LED Shoebox light, $6.76 per month for a LED Traditionaire light, and $6.76 per month for a LED Cobra light subject to change, for the monthly energy and maintenance costs; and

WHEREAS, the construction amount is within the 2016 budgeted funds ($14,536) for the Street Lighting Program,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the Outdoor Lighting New Construction Contract for installation of the Street Lighting for $12,634.00 and the monthly Energy and Maintenance Agreement from Connexus Energy for the monthly energy and maintenance costs on the aforementioned lights and authorize staff to sign said contract and agreement.

This Resolution was duly adopted by the Isanti City Council this 2nd day of March 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

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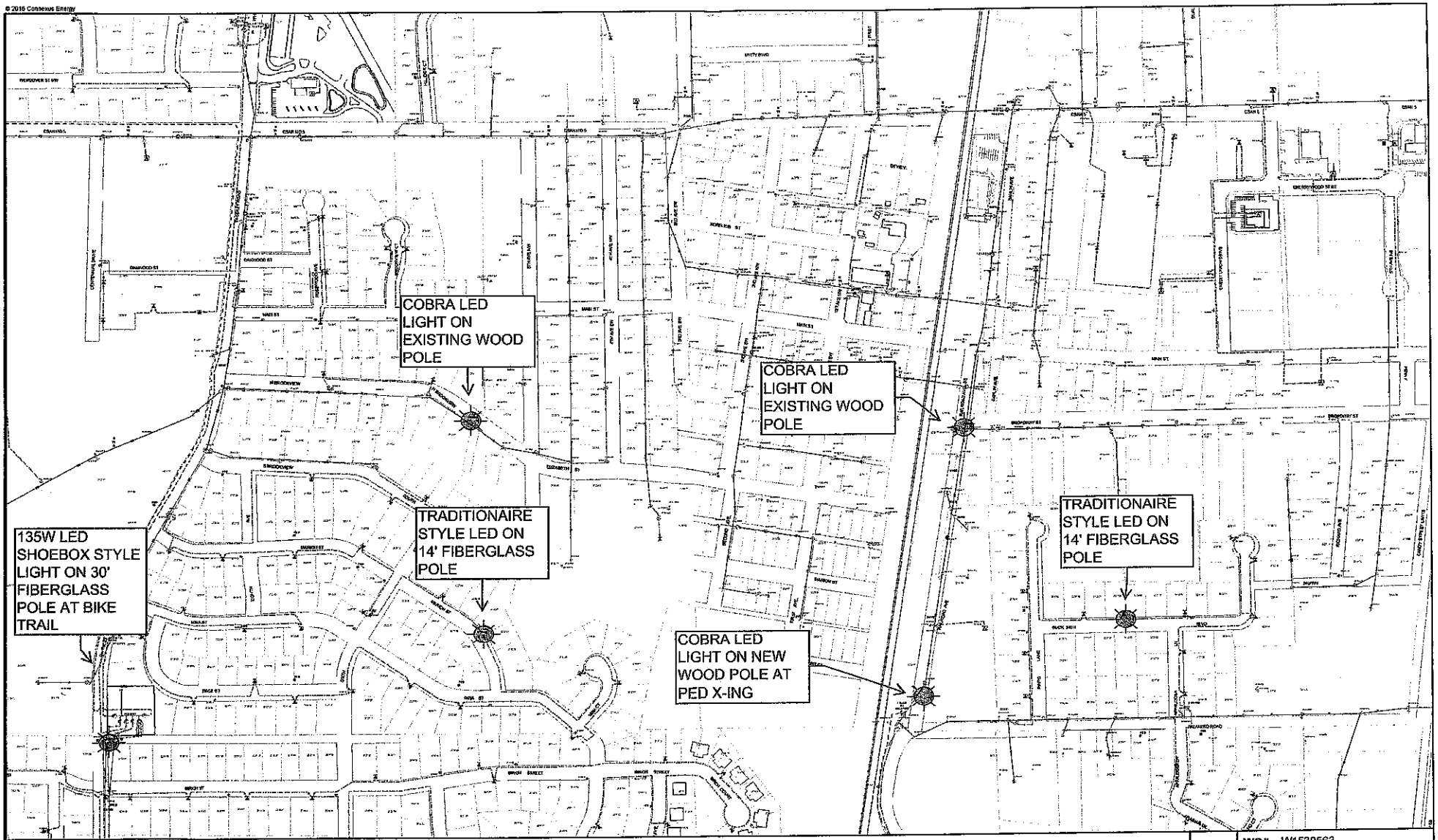


CONNEXUS ENERGY
14601 Ramsey Blvd.
Ramsey, MN 55303

THIS PRINT REPRESENTS THE LOCATION OF ELECTRICAL FACILITIES AS OF THE PRINTED DATE TO THE BEST OF OUR KNOWLEDGE. THIS INFORMATION IS INTENDED FOR GENERAL USE ONLY AND IS NOT TO BE USED FOR EXCAVATION PURPOSES. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A FIELD LOCATION OF ALL UTILITIES. CALL GOPHER STATE ONE CALL FOR A FIELD LOCATION AT 1-800-252-1166.

ISANTI 2016 PHASE II STREET LIGHT IN-FILL PROJECT
Addr: VARIOUS LOCATIONS
City: ISANTI
T/R/S: 35-23-30
Job:

NTS

WO#: W1530563
Date: 2/4/16
Designer: DAN JOHNSON
763.323.4265

CONNEXUS® ENERGY
Your Community Energy Partner

Outdoor Lighting New Construction

Quote Number	LGT0000093
Date	2/5/2016
Customer ID	417002
Service Order	SORD000W1530563
Representative	beckberg
Page	1

Bill To: ISANTI CITY OF
PO BOX 428

ISANTI MN 55040

Re: Outdoor Lighting System at: STREET LIGHTS

This invoice/quote includes the costs of all materials and labor for your outdoor lighting system. If you accept the quote and elect to move forward with this project, full payment is required prior to the installation.

Installation of your outdoor lighting system is subject to the enclosed Conditions of Service. Please review these documents and return your payment, the payment voucher below, and a signed copy of the Conditions of Service.

Do not combine payment for this invoice with electric service payments or application may be delayed.

Quantity	U of M	Unit Price	Description	Ext. Price
1	EA	$12,584.00	LIGHTING SYSTEM PER QUOTE	$12,584.00
2	EA	$25.00	PERMIT ADMINISTRATION FEE	$50.00

beckberg 2/5/2016 10:01:38 AM
2016 Phase 2 Street Light In-Fill Project

Subtotal:	$12,634.00
Tax:	$0.00
Total:	$12,634.00

Detach Along Line

CONNEXUS® ENERGY
Your Community Energy Partner

Please Remit with Payment!

Customer Number: 417002
Amount Due: $12,634.00

Quote: LGT0000093
Service Order: SORD000W1530563
Due Date: 2/5/2016

ISANTI CITY OF
PO BOX 428

ISANTI MN 55040

Remit To: Connexus Energy
Attn: AR Accounting
14601 Ramsey Blvd
Ramsey, MN 55303

CONNEXUS® ENERGY
Your Community Energy Partner

14601 Ramsey Boulevard
Ramsey, Minnesota 55303
763.323.2600
Fax: 763.323.2603
www.connexusenergy.com
info@connexusenergy.com

Outdoor Lighting

Energy and Maintenance Agreement

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

Account #417002-263506

Location: Various (Service order: SORD000W1530563)

Connexus Energy shall provide the energy and maintenance for the outdoor lighting system as detailed below:

- (1) LED Shoebox installed on a fiberglass pole $9.76/mo
- (2) LED Traditionaire installed on a fiberglass pole $6.76/mo
- (3) LED Cobra installed on a wood pole $6.76/mo

The current energy and maintenance rate for these fixtures is $9.76 and $6.76 per month, per fixture. This rate adheres to Connexus Energy's published rate schedule, and is subject to change.

Maintenance of the fixtures, including lamp replacement, will be provided by Connexus Energy for a period of 25 years (According to Connexus Energy's Outdoor Lighting Guidelines). If, in Connexus Energy's opinion, after 25 years, the condition of the outdoor lighting system is such that replacement or significant renovation is necessary (due to deterioration from age), the customer will be responsible for the replacement cost.

Please indicate your acceptance of this monthly Energy and Maintenance Agreement by signing on the line below and returning one copy in the envelope provided.

Sincerely,

Becky Bergherr
Engineering Services Specialist

February 5, 2016

_____ _____
(Accepted By) (Date)

_____ _____
(Print Name) (Title)

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: March 2, 2016

Subject: A Resolution to Approve the Purchase of Monthly InDesign Subscription for PRC

Background:
The Community Events and Parks Coordinator has been creating several fillable forms, flyers, and marketing tools using Adobe InDesign software through a shared account with EDA. Pending approval of an EDA intern, an additional license will be required for Adobe InDesign. The cost of the subscription to the software is $19.99 per month.

The finance committee recommends that PRC subscribe to Adobe InDesign for one year at $19.99 per month. The total expense for 2016 would be $239.88.

Staff Request:
Staff is requesting City Council to approve the unbudgeted expense of $19.99 per month ($239.88 for 2016) for one year of Adobe InDesign. The fees will be paid from the Parks, Recreation, and Culture budget (line 305 – Technology).

Attachment:
- Resolution 2016 - XXX

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING THE PURCHASE OF MONTHLY INDESIGN SUBSCRIPTION FOR PARKS, RECREATION AND CULTURE

WHEREAS, the Community Events and Parks Coordinator regularly uses Adobe InDesign; and,

WHEREAS, a future EDA intern, pending approval, will require the use of Adobe InDesign software, and the two positions cannot simultaneously use the current license; and,

WHEREAS, the Finance Committee met on February 18, 2016 and recommended Parks, Recreation, and Culture purchase a $19.99 per month subscription for one year through the Technology line of its budget (305); and,

WHEREAS, the total expense of InDesign will be $239.88 for one year from date of purchase; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby approve the unbudgeted purchase of a one-year Adobe InDesign subscription for $19.99/month ($239.88 for 2016).

This resolution was duly adopted by the Isanti City Council this 2nd day of March, 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
February 23, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Members Absent:	Jamie Bergwick (Gave Prior Notice)
Staff Present:	Josi Wood, Public Services Director

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Wimmer to approve the February 23rd 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from January 26, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Tot Lot Equipment Discussion

Wood stated that the bottom slide portion of the Tot Lot Slide had been identified by the Subcommittee to be addressed with a new piece as prioritized item #2 on the replacement list. Wood stated as she had mentioned previously, the equipment was approximately 17 years old and the exact slide piece was not available but the playground representative had found a comparable piece that should work. Wood stated the piece was ordered but staff found that it would not work with the line up of the holes and the new piece was ¾ inches larger than the old. Wood stated she did ask the playground representative an estimate for the remainder of the slide. He was going on vacation but gave a rough estimate of $3700.00. He would get a more accurate number when he returns in a week. Wood stated she had other discount playground equipment to review by the Board because it may not be cost effective to purchase a new slide when there are other equipment pieces broken and more would probably come as the equipment continues to age.

Zdon asked if we would get a credit.

Wood stated the rep didn't know at that time. Wood stated later she would work to get a credit towards other items we purchase through them.

Other discussion on the return and why the equipment would not work and the playground company.

Wimmer asked how much was set aside for park equipment.

Wood stated $10,000 [staff stated that incorrectly, the number allotted for park equipment reserves in the 2016 budget was $7500.00].
Wimmer stated it would be approximately 40% of the total funds for one slide.

Discussion was held on whether the slide was a safety hazard. It was determined that it was not. Also, there was discussion on the sale price full sets of equipment in comparison.

The Board asked to get more information brought back to the next meeting.

4. Compost Site Discussion

Wood stated the compost site potential hours will go to Council next Wednesday. Also to have an attendant staff the site. All of the funds to reopen the site was approved in the 2016 budget.

Zdon asked if we would be hiring someone to do this.

Wood stated yes. That is going to Council as well. Wood described how the hours and days would work out under the Union contract.

Garvey asked if we have questions on the hours we should go to Council.

Wood stated yes.

5. Updates

Street Dances

Wood stated that the street dance dates are in place. The city has the backup venue for July and August at the Isanti Indoor Arena. The RR BMX has races the full weekend during the street dance date in June.

PRC Marketing

Wood stated that staff had been working hard to promote and market the many PRC programs and events the city has to offer. These include PRC Parks Brochure, Many Faces City Article Portion, STEAM, and Community Education Brochure. Wood explained the different marketing opportunities.

Community Garden

Wood stated the community garden is moving right along. Staff is waiting for more of the ground to thaw. Registration for plots was open effective February 9th. Please direct people to contact Katie Everett to register and choose their plots or they can also get the information off the City website or right at the front desk at City Hall.

Garvey asked if we had someone register already.

Wood stated yes.

River Bluff Preserve Park

Wood stated the name was approved by Council for the 38-acre parkland. Staff met with the DNR to discuss putting up signage to help control the intrusion of 4-wheelers and snowmobiles on their land. Staff also has signs and posts they will put up come spring.

Wimmer stated we are having quite a few more. Last he saw was 5 ATV and a few extra people below drinking beer. We will install the bollards to help prevent. Wimmer stated its getting more. He spoke with Chief about it. He stated since the licensing of the ATV we are seeing more. Wimmer stated we will start putting out on the licenses that if they break any of these rules, they will lose their license. PD

said they are seeing more ATVs trespassing and going on private property because we are allowing them to use the road.

Wimmer wanted to share with the Allina clinic coming in, they are eager to invest in the City and have funding and grant opportunities available.

Wimmer began discussion on the open member seat and youth/student seat that are still open and encouraged the Board to share that they should share with others and have them send in an application.

6. Adjournment

Motion by Wimmer, second by Garvey to adjourn the February 23, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:20 p.m.

Dated at Isanti, Minnesota this 23rd day of February, 2016.

Respectfully submitted,

_____

Josi Wood
Public Services Director

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, MARCH 15, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. March 2, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements
1. Parks, Recreation, & Culture Board Meeting — Tuesday, March 22, 2016 at 6:00 p.m.
2. City Council Meeting — Tuesday, April 5, 2016 at 7:00 p.m.
3. Economic Development Advisory Board — Tuesday, April 5, 2016
   (Immediately following the City Council Meeting)
4. Planning Commission Meeting — Tuesday, April 12, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings
1. Request from the City of Isanti for a Conditional Use Permit for the Installation of a Fence Greater than Six (6) Feet in Height to be Placed Around the Community Garden in River Bluff Preserve

K. Business Items
1. Resolution Declaring a Vacancy on the City Council (*Mayor Wimmer*)

<u>City Administrator Don Lorsung</u>
2. Resolution Approving a Pawnshop License Renewal to Northern Pawn, Inc.
3. Consider Changes to City Code Chapter 233 Pertaining to Pawn Shops
   a. Ordinance to Amend the Code for the City of Isanti, Chapter 233 Pawnshops Amending Article 13, Redemption Period
   b. Ordinance to Amend the Code for the City of Isanti, Chapter 233 Pawnshops Amending Article 14, Holding Period
4. Resolution Approving a Conditional Use Permit to Allow Outdoor Volleyball Courts at Wintergreen's Golf and Grill

5. Resolution for Preliminary Study to Connect the Sidewalk on Whiskey Rd SW between Birch St SW to South of Dogwood St SW

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $329,095.03 and Payroll in the Amount of $89,298.48
2. Final Meeting Minutes of the February 2, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes of the February 9, 2016 Planning Commission Meeting
4. Resolution Offering the Position of Part-Time Police Officer to: Brian Saba, Eric Baumgart and John McCarty
5. Resolution to Join WEX NJPA Fleet Fuel Card Program
6. Resolution Awarding the Contract for IT Services to TR Computer Sales, LLC
7. Donation Request for MMBA "Help Our Local Animals" Supplies Drive Promotion
8. Resolution Approving Funding for Wi-Fi Service for the Building Official's and Code Enforcement/Zoning Technician's Tablets
9. Consider Bids for Animal Control and Kennel Services
    a. Resolution Awarding Quote and Authorizing Entry into a Contract for Animal Control Services
    b. Resolution Awarding Quote and Authorizing Entry into a Contract for Kennel Services
10. Resolution Approving Partnership with Partners in Healthy Living
11. Resolution Authorizing Purchase and Placement of Neighborhood Watch Signs
12. Resolution to Declare Certain Property as Surplus and Authorize its Disposal
13. Resolution Awarding Quote and Authorizing to Enter into a Contract for Portable Toilet Services
14. Resolution Adopting an Addendum to the City Purchasing Policy-Environmental Sustainability
15. Resolution Offering the Part-Time Liquor Store Clerk III Position to Emily Cavallaro

M. Other Communications

1. Draft Meeting Minutes of the March 2, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes of the March 8, 2016 Planning Commission Meeting
3. February Police Department Report
4. February Code Enforcement Report
5. February Building Inspector Report
6. March Engineering Report

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
Wednesday, March 2, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Adam Johnson

Staff Present: City Administrator Don Lorsung, Assistant City Attorney Pat Moore, Human Resources/City Clerk Karissa Henning, Police Chief Gene Hill, Economic Development Director Sean Sullivan, and City Engineer Brad DeWolf

D. Adopt Agenda

Addendum:
Add new K.1. Resolution Approving a Special Event Application for the Race for Life/Gold Cup Qualifier Event

Motion by Lundeen second by Collison to approve the agenda with addendum as presented. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. February 16, 2016 – Regular Meeting of the City Council

Motion by Lundeen second by Bergley to approve the Regular City Council Meeting Minutes of February 16, 2016 as presented.

G. Citizens Input
None

H. Announcements

Announcements were read

I. Council Committee Reports

Mayor Wimmer stated that he had been contacted by the County Administrator, Kevin VanHooser, to participate in collecting materials for a marketing video for the County with other cities. The Mayor and Sullivan will be putting some things together from an economic development standpoint for the video. In addition, the city Mayors will be participating in the video; there will be more information forthcoming regarding content, etc.

The Mayor noted that Councilmember Johnson has been absent for three, consecutive City Council meetings. Neither the Mayor, nor staff, has had contact with Johnson for at least two weeks. The Mayor noted that he was aware that Johnson had been away from the City; however, he was uncertain whether Johnson had returned or would be returning. The situation is uncertain. However, per City Code, three absences in a row results in the forfeiture of one's position. The State has a statute requiring that 90 days must pass before the Council can declare a vacancy due to Johnson's absences, and remove Johnson from his seat. There was no agenda item prepared for the present meeting to address this issue as it was hoped that Johnson would be attending the meeting. Something will be put together for the next Council meeting, if nothing further is heard from Johnson, as the City cannot continue without a fifth Council member. The position will need to be filled.

J. Public Hearings

None

K. Business Items

1. **<u>Resolution 2016-052</u> Approving a Special Event Application for the Race for Life/Gold Cup Qualifier Event**

The Mayor acknowledged that this is a great event; however, he remarked that this will be the last time the City will be preparing a special addendum for event permits. The Mayor noted that events such as these need to be reviewed by various staff within the City, as well as, the Fire District, etc. The Mayor was giving fair warning while observing that events such as this are planned sufficiently in advance to be added to the agenda within the scheduled deadlines.

Motion by Lundeen second by Collison to approve Resolution 2016-052 as presented. Motion carried unanimously.

2. **On-Sale and Sunday Liquor License Renewals**
   a. **<u>Resolution 2016-053</u> Approving a Liquor License Renewal for Rum River VFW 2735**

The Mayor had concerns to address with the representatives of Rum River VFW, noting that over the past two years 23 out of the 30 police incidents reported for Licensed Liquor establishments in the City of Isanti were associated with the VFW. Ten of those incidents occurred in 2014 and thirteen in 2015 indicating an escalation of instances which included fights, disorderly conduct and assault charges. The Mayor asserted that the VFW needs to monitor and contend with this situation; noting that if a similar number of incidents are reported next year, it will be a problem. The Mayor recommended working with Chief Hill and the Police Department

to address these issues. With that said, the Mayor recommended moving forward with licensing for this year.

Motion by Lundeen second by Collison to approve Resolution 2016-053 as presented. Motion carried unanimously

b. Resolution 2016-054 Approving a Liquor License Renewal for Wintergreen's Golf & Grill

The Mayor remarked that Wintergreen's Golf & Grill has been doing a great job and has plans to expand with a volleyball court this year. The Mayor noted there was only one incident reported associated with the establishment.

Motion by Lundeen second by Collison to approve Resolution 2016-054 as presented. Motion carried unanimously

c. Resolution 2016-055 Approving a Liquor License Renewal for Junction Bowl and Whistle Stop Bar & Grill

The Mayor remarked that Junction Bowl is also doing a great job.

Motion by Lundeen second by Collison to approve Resolution 2016-055 as presented. Motion carried unanimously

d. Resolution 2016-056 Approving a Liquor License Renewal for The Green Table

The Mayor stated that this establishment too, is doing a great job.

Motion by Lundeen second by Bergley to approve Resolution 2016-056 as presented. Motion carried unanimously

3. Consider Resolutions for the Operation of the Compost Site and Hiring of Seasonal Public Works Spring Through Fall

a. Resolution 2016-057 Approving Operation of the Compost Site

b. Resolution 2016-058 Approving Seasonal Workers for Public Works for Spring Through Fall (2016)

The Mayor stated that operations at the compost site will run from spring through fall and that the seasonal workers to be hired are the employees staffing the gate of the compost site ensuring that only city residents are using the site and dropping off appropriate material. Bergley asked for clarification regarding the overall number of days staff will be employed at the site. Lorsung clarified that, per the union contract, student employees could work 100 days with non-students limited to 67 days; noting that additional hiring may be necessary to keep the compost facility manned through the season. Bergley asked if the opening and closing dates were vague due to weather constraints; to which the Mayor confirmed that it was. The Mayor stated if the site needed to be closed early due to weather, City staff will work to get the word out to everyone. Lundeen noted that re-opening the site was important for city residents.

Motion by Lundeen second by Bergley to approve Resolutions 2016-057 and 2016-058 as presented. Motion carried unanimously

4. Resolution 2016-059 Approving Additional Marketing Funds for the Economic Development Authority and Amending the 2016 Budget

Bergley asked if there were plans for the budgeted $20,000. The Mayor responded that the EDA budget has allowed the City to do things like the street dances, farmers market, etc; noting that these activities cannot be funded just through the general fund as it involves marketing the community and the City must follow state statute guidelines. As activities are added, along with more traditional economic development marketing the funds, funds have drained down. The Mayor noted that there have been periods over the years when the City has not needed to add funds to the EDA marketing budget. Now, the City will have dollars designated specifically for economic development marketing and dollars designated for community marketing activities. These will all be EDA budget dollars, but they will be separated. In summary, the Mayor responded that the amount specified had not been budgeted in 2015 for the 2016 budget; and that is why the amount specified was being pulled from the General Fund to replenish the EDA marketing budget, which was to ensure that the funds needed to cover scheduled economic development and community marketing activities would be available. The Mayor stated that he did not anticipate spending the full amount in 2016. Bergley asked if the requested monies were to cover the activities discussed in the goal-setting session to which the Mayor expressed agreement. Lundeen stated that the Economic Development Board has accomplished a great deal and he has heard from surrounding communities that the City of Isanti "has it going on."

Motion by Lundeen second by Bergley to approve Resolution 2016-059 as presented. Motion carried unanimously

5. Resolution 2016-060 Authorizing a Pet Clinic Sponsored by the City of Isanti Police Department

The Mayor commented that the location is being changed from the Community Center over to an actual pet clinic in town. This was recommended by Public Services Director Wood in response to concerns from some community members that the clinic was being held in a location where events are being held and food is being served.

Motion by Bergley second by Collison to approve Resolution 2016-060 as presented. Motion carried unanimously

6. Resolution 2016-061 Authorizing the Chief of Police to Apply for the AAA Traffic Safety Grant

Motion by Collison second by Bergley to approve Resolution 2016-061 as presented. Motion carried unanimously

7. Resolution 2016-062 Approving Plans and Authorization to Advertise for Bids – Wastewater Treatment Improvements Project

DeWolf addressed the Council stating the project was per the Capital Improvement Plan with a

bid opening scheduled for May 3rd, 2016.

Motion by Lundeen second by Bergley to approve Resolution 2016-062 as presented. Motion carried unanimously

8. Resolution 2016-063 Approving Plans and Authorization to Advertise for Bids – School Watermain Loop Improvements Project

DeWolf stated that this project was also per the Capital Improvement Plan with a bid opening scheduled for May 3rd, 2016. He noted that both project bids (waste water treatment improvements and school watermain loop improvements) would be brought back before the Council on May 17th, 2016 for review and approval if in order. The Mayor reiterated that these projects were part of the City's Capital Improvement Plan and has been included in the long-term budgeting.

Motion by Collison second by Lundeen to approve Resolution 2016-063 as presented. Motion carried unanimously

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $149,721.55 and Payroll in the amount of $86,528.66
2. Final Meeting Minutes of the January 26, 2016 Parks, Recreation and Culture Board Meeting
3. **Resolution 2016-064** Amending Resolution 2014-259 Authorizing Additional Compensation for Appointed Key Holders at the Liquor Store
4. **Resolution 2016-065** Extending Vacation Hours for Economic Development Director Sean Sullivan
5. **Resolution 2016-066** Extending Vacation Hours for Liquor Store Manager John Jacobi
6. **Resolution 2016-067** Authorizing Staff to Seek Help with Economic Development/Activities through Providing a Paid Intern Opportunity and Accepting a $1,000 Scholarship from the Minnesota Economic Development Foundation
7. **Resolution 2016-068** Authorizing the Sale of the 2008 Honda CRF250R Dirt Bike
8. **Resolution 2016-069** Authorizing the Sale of the ATV Coolster 125cc
9. **Resolution 2016-070** Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 11, Block 1, Villages on the Rum Third Addition Phase Three
10. **Resolution 2016-071** Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 12, Block 1, Villages on the Rum Third Addition Phase Three
11. **Resolution 2016-072** Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 13, Block 1, Villages on the Rum Third Addition Phase Three
12. **Resolution 2016-073** Authorizing the Chief of Police to Accept and Sign the Agreement for Access to Minnesota Court Data Services
13. **Resolution 2016-074** Authorizing the Designation of Fund Balances for 2015

14. **Resolution 2016-075** Authorizing Entering into a Construction Contract and Energy and Maintenance Agreement with Connexus Energy for the 2016 Phase II Street Lighting Infill Program
15. **Resolution 2016-076** Approving the Purchase of Monthly InDesign Subscription for Parks, Recreation and Culture

Motion by Lundeen, second by Bergley to approve the consent agenda. Motion carried unanimously

Motion by Lundeen, second by Bergley to adjourn. Motion carried unanimously. Meeting adjourned at 7:16 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

A Community For Generations.

Isanti

J.1.

Public Hearing

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: March 15, 2016

Subject: Request from the City of Isanti for a Conditional Use Permit for the installation of a fence greater than six (6) feet in height to be placed around the Community Garden located in River Bluff Preserve, legally described as Outlot D, Rum River Meadows, Isanti County, Isanti, Minnesota.

Background

The Public Serviced Director and Community Events and Parks Corrdinator have been working with the MN DNR and with other community garden managers making a determination on the best material and fence height to protect the newly created Community Garden in River Bluff Preserve. It has been determined that an 8' woven wire fence will be adequate for control of deer and other wildlife. Fences greater than 6' in height require a Conditional Use Permit.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit.

Comprehensive Plan

The purpose of this category is to identify portions of Isanti that contain existing or planned park and open space uses. Examples of park and open space uses include local and state parks, wildlife areas, and other outdoor recreation facilities, as well as passive open space areas that are prioritized as protected on the natural areas map. In addition to the parks and open space areas designated as such on the Land Use Plan map, new residential developments should incorporate neighborhood parks as they are developed. The actual location of these parks/open spaces will be determined by the site design of each subdivision.

Zoning Ordinance Provisions

The purpose of the "POS" Parks and Open Space Overlay District is to protect and preserve parks, open space, and undevelopable land and areas with valuable environmental qualities from further development and to provide for the recreational use of land and structures within the City. Fences in excess of six (6) feet shall require a conditional use permit.

A public hearing shall be held to consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.

3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

The proposal appears to have all of the necessary requirements for the district.

Public Notice

Notice was published within the Isanti County News on March 2nd, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Deadline for City Council Action

The City of Isanti received a complete application for the Conditional Use Permit request on February 26th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by April 26th, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to approve the request from City of Isanti for a Conditional Use Permit for the installation of a fence greater than six (6) feet in height to be placed around the Community Garden located in River Bluff Preserve, legally described as Outlot D, Rum River Meadows, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to approve the request from City of Isanti for a Conditional Use Permit for the installation of a fence greater than six (6) feet in height to be placed around the Community Garden located in River Bluff Preserve, legally described as Outlot D, Rum River Meadows, Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to deny the request from City of Isanti for a Conditional Use Permit for the installation of a fence greater than six (6) feet in height to be placed around the Community Garden located in River Bluff Preserve, legally described as Outlot D, Rum River Meadows, Isanti County, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from City of Isanti for a Conditional Use Permit for the installation of a fence greater than six (6) feet in height to be placed around the Community Garden located in River Bluff Preserve, legally described as Outlot D, Rum River Meadows, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX

- Findings of Fact and Conclusion
- Site Plan
- Photos of similar fences

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE CONDITIONAL USE PERMIT (CUP) FOR AN EIGHT FOOT HIGH FENCE TO BE CONSTRUCTED WITHIN RIVER BLUFF PRESERVE AROUND THE COMMUNITY GARDEN LOCATED ON THE PROPERTY LEGALLY DESCRIBED AS OUTLOT D, RUM RIVER MEADOWS

WHEREAS, the City currently owns the property legally described as Outlot D, Rum River Meadows; and,

WHEREAS, the City has requested a Conditional Use Permit (CUP) to allow for the construction of an eight (8) foot high fence on such property; and,

WHEREAS, the property is located within the "POS" Park and Open Space, which requires a Conditional Use Permit (CUP) for fences in excess of six (6) feet in height; and,

WHEREAS, following publication, posted and mailed notice thereof, the City Council conducted a public hearing on the proposed Conditional Use Permit on March 15th, 2016; and,

WHEREAS, the City Council of the City of Isanti has determined that the Conditional Use Permit meets the ordinance requirements necessary for granting approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit for the construction of an eight (8) foot high fence and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit to be located on the property legally described as Outlot D, Rum River Meadows, be hereby approved.

Adopted by the Isanti City Council on this 15th day of March 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk
(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti for a Conditional Use Permit for the installation of a fence greater than six (6) feet in height to be placed around the Community Garden located in River Bluff Preserve, legally described as Outlot D, Rum River Meadows, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The City is requesting a conditional use permit that would permit the construction of an eight (8) foot high fence within River Bluff Preserve.
2. The property in question is legally described as all that part of Outlot D, Rum River Meadows.
3. The property is zoned "POS" Park and Open Space. In which, the construction of an eight (8) foot high fence is permitted by conditional use permit.
4. The proposed fence height meets the requirements as noted within the Zoning Ordinance for requiring conditional use permit approval prior to construction.
5. The applicant would appear to have met the requirements for approving a Conditional Use Permit for a fence up to eight (8) feet in height, as stipulated in Section 15 Fencing, Screening and Landscaping, Subdivision 3 Non-Residential Fences, and Section 21 Administration and Enforcement, Article 2 Conditional Use Permits.
6. A complete application was received on February 29th, 2016 and a public hearing date before the City Council was scheduled for Tuesday, March 15th, 2016.
7. Notice of the Conditional Use Permit request was published within the Isanti County News on Wednesday, March 2nd, 2016. Notices were sent to all property owners located within 350 feet of the subject property.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     The proposal would appear to be consistent with the elements and objectives of the City's development guides and the Comprehensive Plan and protects the aesthetic qualities of the City.
   - B. Consistency with City Codes.
     A review of the proposal against zoning ordinance requirement has been completed. The requirements would appear to have been met by the proposal as presented for the conditional use permit for an eight (8) foot high fence. Any deficiencies or inconsistencies with ordinance requirements have been noted.
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     The natural state of this site will not be disrupted at this time.
   - D. The amount and location of open space and landscaping.
     The fence will not disrupt the open space.
   - E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.

Parking and access will not be affected.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
The drainage/grading are not changing with this project.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
Not applicable.

2. In review of the standards established in Section 21, Article 2 Conditional Uses, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
The request to install an eight (8) foot high fence is consistent with the Comprehensive Plan standards and will not affect public facilities or capital improvement plans.

B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
The installation of an eight (8) foot high fence with the approval of a conditional use permit meets the purpose and intent of the zoning ordinance. It is permitted within the underlying zoning district.

C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The conditional use permit, if granted, will protect the garden from most nuisance animals.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminishes or impairs property values within the neighborhood.
Issuance of the conditional use will not be injurious to the use or enjoyment of other property within the area.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The conditional use will not impede the normal and orderly development of surrounding properties, if anything, it may enhance development.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Not applicable.

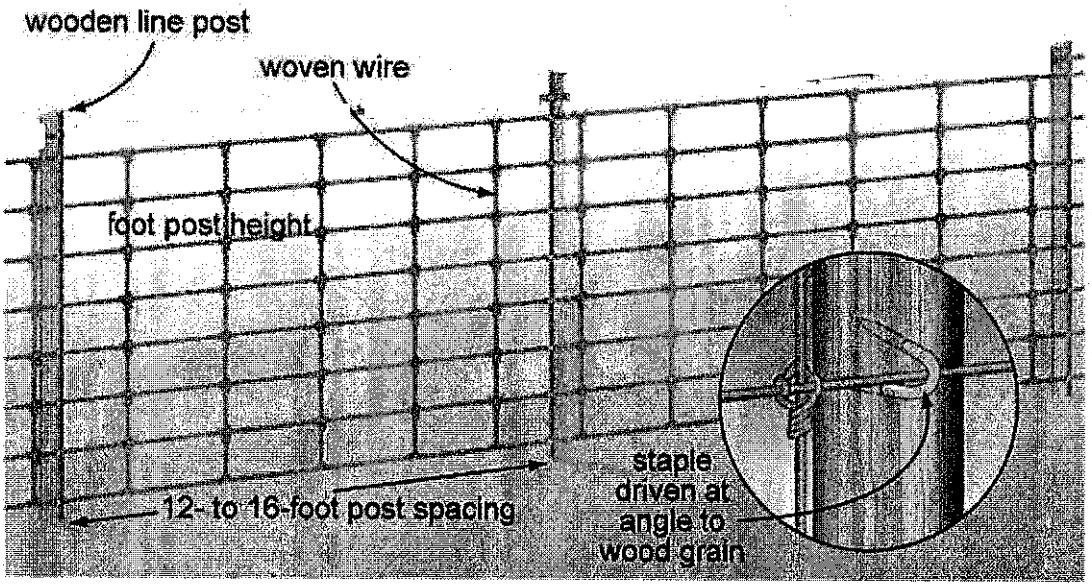
G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The specific requirements for this type of use as listed in Section 15, Subdivision ,3.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
As outlined within the staff memo and within the findings of fact and conclusion, the requested conditional use appears to comply with the general and specific performance standards.

Decision

The City Council reviewed the request in a public hearing on June 10th, 2014. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Community Garden


wooden line post
woven wire
foot post height
12- to 16-foot post spacing
staple driven at angle to wood grain

K.1.

RESOLUTION NO. 2016-XXX

A RESOLUTION DECLARING
A VACANCY ON THE CITY COUNCIL

WHEREAS, Councilor Adam Johnson has missed three consecutive regular meetings of the Council without being excused by the Council; and

WHEREAS, pursuant to the City of Isanti City Code, Chapter 18 Elections, Article III Vacancies in Elected Offices, Section 18-7 Vacancies in Council, A.3, any member of the Council forfeits their office for failure to attend three consecutive regular meetings of the Council without being excused by the Council; and,

WHEREAS, pursuant to Minnesota State Statute 412.02 City Elections; Officers, Terms, Vacancies, City Employees, Subd. 2b Inability or Refusal to Serve, a vacancy in the office of Mayor or Council member may be declared by the Council when the officeholder is unable to serve in the office or attend Council meetings for a 90-day period; and

WHEREAS, the first day of Councilor Johnson's unexcused and unexplained absence from Council was the February 2, 2016 council meeting; and

WHEREAS, a 90-day period following February 2, 2016 ends on May 2, 2016; and

WHEREAS, provided Councilor Johnson does not resume his council duties before May 2, 2016 the City Council will need to declare a vacancy on the City Council; and,

WHEREAS, this resolution serves as the declaration of a vacancy on the City Council assuming Councilor Johnson continues his unexcused and unexplained leave of absence past May 2, 2016; and,

WHEREAS, this resolution also shall serve as authorization for staff to proceed forward per City Code in filling the vacancy in the event that Councilor Johnson continues his absence past May 2, 2016; and

WHEREAS, Councilor Johnson's vacancy would leave the Council with one vacant seat with less than two years remaining on its unexpired term; and,

WHEREAS, City Code Chapter 18, Article III and applicable Minn. Statutes set forth the procedure for filling vacancies on the City Council: and

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

1. Contingent upon Councilor Johnson's absence continuing past May 2, 2016 the Council hereby declares a vacancy of the Council effective May 3, 2016.
2. Notice of the vacancy shall be posted at City Hall and sent to the official City newspaper on the next business day following May 3, 2016.
3. That the vacancy shall be filled according to the provisions within City Code Chapter 18, Article III, Paragraphs 18-7 and 18-9, and applicable Minnesota law as follows:

a) A uniform application is to be approved by the City Council 21 days following the declaration of vacancy, and is hereby attached (as exhibit) and approved by the City Council
b) Tentative interview scheduling shall be completed and posted at City Hall not later than 25 days from the declared vacancy (therefore on or before May 27, 2016)
c) The interview process shall not start earlier than 28 days from the declared vacancy (therefore no earlier than May 31, 2016)
    a. Applicants shall be interviewed by the Council, in accordance with the State of Minnesota open meeting laws
    b. A uniform list of initial questions to be asked of all applicants shall be made available to the public and the applicants in advance of interviews. To the extent reasonably practicable, questions asked of all applicants at the interviews shall be uniform
d) Upon completion of the interview process, the Council may call for a vote to temporarily appoint an applicant. The appointment to fill the vacant Council seat will remain active until a successor elected at the Regular Election (November 8, 2016) takes the oath of office.
e) If the Council pursues the appointment process but then fails to fill a vacancy within 45 days from the occurrence of the vacancy, the City Clerk shall call a special election to fill the vacancy.

This Resolution was duly adopted by the Isanti City Council this 15th day of March, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Attachment A

Uniform Application for Candidate

Temporary Appointment to Isanti City Council

Name:_____

Street Address:_____, Isanti, Minnesota

Contact Information
Phone:_____

For the office of City Councilor, I swear (or affirm) that this is my true name or the name by which I am generally known in the community. I also swear (or affirm) that:

- I am eligible to vote in Minnesota;
- I am, or will be on assuming office, 21 years of age or more;
- I have maintained residence in the City for at least 30 days;
- I meet any other qualifications for that office as prescribed by law;

_____
Candidate Signature

_____
Date:

Subscribed and sworn before me this ____ of _____, 2016

_____
Notary Public or other officer empowered to take and certify acknowledgements

(Notary Stamp)

A Community For Generations.

Isanti

K.2.

MEMO

To: **Mayor and City Council**

From: Karissa Henning, Human Resources/City Clerk

Date: March 2, 2016

Subject: Northern Pawn License Renewal

Prior to being brought to City Council for consideration of a Pawnshop License renewal, Northern Pawn's application was reviewed for completeness, the license applicants undergo a background check by the Chief of Police, taxes and assessments are reviewed against the licensed property to make sure they are current, and fees owed to the City are checked to ensure there are no delinquent fees.

Northern Pawn has submitted a complete application, and through review, has been recommended to proceed forward to the City Council for consideration for renewal of their pawnshop license at this time.

Attachments:

- Resolution Approving a Pawnshop License Renewal for Northern Pawn
- Application

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING PAWNSHOP LICENSE TO NORTHERN PAWN, INC.

WHEREAS, the City has received an application for renewal of a Pawnshop License from Joe Niles, Northern Pawn, Inc. for the operation of a pawnshop at 303 Credit Union Drive Suite 9; and

WHEREAS, all City fees are current and the required license fee and bond have been received; and

WHEREAS, all taxes assessments against the property are current; and

WHEREAS, the Isanti Police Department has conducted a background check on the applicant for the pawnshop license and found no reason to deny the renewal of the license; and

WHEREAS, the City has not received any information to preclude the issuance of the pawnshop license to the applicant.

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

1. That the City hereby authorizes the issuance of a Pawnshop License to Joe Niles, Northern Pawn, Inc. to operate a pawnshop at 303 Credit Union Drive, Suite 9, Isanti MN 55040 for a license period from April 1, 2016 to March 31, 2017.

2. The transaction fee shall be subject to the current fee that is set by the City Council within the Fee Schedule.

3. The license shall be subject to all conditions as provided within City Code Chapter 233.

4. That the Mayor and City Clerk are hereby authorized to sign all required documents to provide for the issuance of the pawnshop license.

This resolution was duly adopted by the Isanti City Council this 15th day of March 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.
Isanti

110 1st Ave. N
P.O. Box 428
Isanti MN 55040

Application for Pawnbroker License
Part 1
General Information

Directions: This form must be filled out with typewriter or hand printed. If the application is by a natural person, by such person; if by a corporation, by an officer thereof; if by a partnership, by one of the partners; if by an unincorporated association, by the manager or managing officer thereof.

1. Name of applicant (name of individual, partnership, corporation or association):
Northern Pawn Inc.

2. Business Name: Northern Pawn Inc.
Business Address: 303 Credit Union Dr. #9 PH: 763 444 7347

If business it to be conducted under a designation, name, or style other than full individual name of the applicant, attach two copies of the trade name certificate, as required by Chapter 333, MN Statutes, Secretary of State's office.

3. Type of applicant:

____ Natural Person (Individual) ____ Partnership
__b__ Corporation ____ Association Other ____

4(a) If applicant is a natural person (individual), state full name, date of birth, residence and business address and telephone numbers:

Full Name:_____ DOB:_____
(Last) (First) (Middle)
Residence Address:_____ PH:_____
City/State/Zip:_____
Business Address:_____ PH:_____
City/State/Zip:_____

4(b) Full name, date of birth, residence address and telephone number of the Operating Manager in charge of the individual owner's premises at such time as the owner is absent:

Full Name:_____ DOB:_____
(Last) (First) (Middle)
Residence Address:_____ PH:_____
City/State/Zip:_____

2/15/16

(A Part II - Personal History Form must be filled out and attached for each of the individuals in 4(a) and 4(b).)

5(a) If the applicant is a partnership, state full names, dates of birth (DOB), residence and business addresses, telephone numbers, and interest of each partner (general and limited) of the partnership:

- Full Name:_____ DOB:_____
  (Last) (First) (Middle)
  Residence Address:_____ PH:_____
  City/State/Zip:_____ Interest _____%
  Business Address:_____ PH:_____
  City/State/Zip:_____

- Full Name:_____ DOB:_____
  (Last) (First) (Middle)
  Residence Address:_____ PH:_____
  City/State/Zip:_____ Interest _____%
  Business Address:_____ PH:_____
  City/State/Zip:_____

- Full Name:_____ DOB:_____
  (Last) (First) (Middle)
  Residence Address:_____ PH:_____
  City/State/Zip:_____ Interest _____%
  Business Address:_____ PH:_____
  City/State/Zip:_____

- Full Name:_____ DOB:_____
  (Last) (First) (Middle)
  Residence Address:_____ PH:_____
  City/State/Zip:_____ Interest _____%
  Business Address:_____ PH:_____
  City/State/Zip:_____

5(b) The managing partner will be:

- Full Name:_____ DOB:_____
  (Last) (First) (Middle)
  Residence Address:_____ PH:_____
  City/State/Zip:_____

5(c) Full name, date of birth, residence address and telephone number of the operating manager and any other individual with management responsibilities of the partnership's premises to be licensed:

- Full Name:_____ DOB:_____
  (Last) (First) (Middle)
  Residence Address:_____ PH:_____
  City/State/Zip:_____

- Full Name:_____ DOB:_____

(Last) (First) (Middle)
Residence Address: _____ PH: _____
City/State/Zip: _____

- Full Name: _____ DOB: _____
(Last) (First) (Middle)
Residence Address: _____ PH: _____
City/State/Zip: _____

(A Part II - Personal History Form must be filled out and attached for each of the general partners listed in 5(a) and the individuals listed in items 5(b), and 5(c).)

If the application is for a partnership, attach two copies of the partnership agreement and two copies of the certificate of trade name under provisions of Chapter 333, Minnesota Statutes, certified by Secretary of State's office.

6(a) If the applicant is a corporation or association, give the name of corporation or association, Isanti address and phone number, and home office address and phone number.

State of Incorporation

- Name Northern Pawn Inc or Association: _____
Isanti Address: 303 Credit Union Dr. PH: 763-444-7847
Home Office Address: 303 Credit Union Dr. PH: 763-444-7347
City/State/Zip: _____

6(b) The full names, dates of birth (DOB), residence, addresses and telephone numbers of all officers, managers, proprietors, and agents in charge of said corporation or association:

- Name: Pruchnik Dariusz Andrej DOB: _____
(Last) (First) (Middle)
Title: President
Residence Address: _____ PH: _____
City/State/Zip: _____ [redacted]

- Name: Niles Charles Joseph DOB: _____
(Last) (First) (Middle)
Title: Vice President
Residence Address: _____
City/State/Zip: _____

- Name: _____ DOB: _____
(Last) (First) (Middle)
Title: _____
Residence Address: _____ PH: _____
City/State/Zip: _____

- Name: Pruchnik Michal Jakub DOB: _____
(Last) (First) (Middle)
Title: _____
Residence Address: _____
City/State/Zip: _____

2/22/13
2/17/14
2/4/15
2/15/16

6(c) The full names, dates of birth, residence addresses and telephone numbers of all persons who singly or together with their spouse and his or her parents, brothers, sisters or children, own or control an interest in said corporation or association in excess of five percent:

- Full Name: Niles Charles Joseph DOB: _____
  (Last) (First) (Middle)
  Residence Address: _____ PH: _____
  City/State/Zip: _____ Interest 33 %

- Full Name: Prochnik Dariusz Andrzej DOB: _____
  (Last) (First) (Middle)
  Residence Address: _____ PH: _____
  City/State/Zip: _____ Interest 34 %

- Full Name: Prochnik Michel Jakub DOB: _____
  (Last) (First) (Middle)
  Residence Address: _____ PH: _____
  City/State/Zip: _____ Interest 33 %

- Full Name: _____ DOB: _____
  (Last) (First) (Middle)
  Residence Address: _____ PH: _____
  City/State/Zip: _____ Interest _____ %

(If additional space is necessary, attach additional sheet)

6(d) The full names, dates of birth, residence addresses and telephone numbers of the, and any other individual with management responsibilities for the corporation's or association's premises to be licensed:

- Full Name: _____ DOB: _____
  (Last) (First) (Middle)
  Residence Address: _____ PH: _____
  City/State/Zip: _____

- Full Name: _____ DOB: _____
  (Last) (First) (Middle)
  Residence Address: _____ PH: _____
  City/State/Zip: _____

- Full Name: _____ DOB: _____
  (Last) (First) (Middle)
  Residence Address: _____ PH: _____
  City/State/Zip: _____ Interest _____ %

(A Part II - Personal History Form must be filled out and attached for individuals listed in 6(b), 6(c), and 6(d).)

ATTACH:
1. Two copies of the Certificate of Incorporation
2. Two copies of Articles of Incorporation or Association Agreement
3. Two copies of by-laws to the application

4. Foreign corporations shall attach two copies of Certificate of Authority as described in MSA Chapter 303

7(a) State the exact legal description of the business premises: (Applicant must also submit a plot plan showing dimensions, location of buildings, street access, and parking facilities.)
Section 24 Lot 5-6 Block 1

7(b) State the street address of the business premises:
303 Credit Union Dr. #9

8. How are the premises zoned under the Isanti Zoning Ordinance?
B-2

9. State full names, dates of birth, residence and business addresses, and telephone numbers of the owner or owners of the building wherein the licensed business will be located, if the owner is other than the applicant:

- Full Name: Isanti Mall LLC DOB:
  (Last) (First) (Middle)
  Residence Address: PH:
  City/State/Zip:
  Business Address: 2 Enterprise Ln #104 PH: 763-689-0749
  City/State/Zip: Isanti MN 55040

- Full Name: DOB:
  (Last) (First) (Middle)
  Residence Address: PH:
  City/State/Zip:
  Business Address: PH:
  City/State/Zip:

10. Where the building is owned by other than applicant, state in summary the conditions of lease arrangement, such as term of lease, monthly rental, renewal privileges, etc. (Two copies of the lease shall be attached).
Current lease Ends 05/2019

11. If you have ever used or been known by a name or names other than the true name given above, list such name(s) and information concerning dates and places used:
Joseph Niles

12. Name of the business if it is to be conducted under a designation, name, or style other than the name of the application and a certified copy of the certificate as required by Minnesota Statutes, Section 333.01.

13. Address(es) at which you have lived during preceding five years: (Begin with present or last address and work back.)

2/15/16

Street Address	City/State/Zip	Dates

14. Have you ever been convicted of a felony, crime, or violation of any ordinance other than a traffic ordinance? If so, please furnish information as to the time, place, and offense of all such convictions.

NO

14. Please attach you current personal financial statement and true copies of your federal and state tax returns for the two (2) years prior to this application.
If the applicant is not the manager of the business, please have the manager fill out the above Personal Information on themselves and submit it with this overall application.

If the applicant is a partnership:

a. The name(s) and address(es) of all general and limited partners and all information concerning each general partner required in subdivision (1) of this section.

Full Name:_____ DOB:_____
(Last) (First) (Middle)
Residence Address:_____ PH:_____
City/State/Zip:_____
Business Address:_____ PH:_____
City/State/Zip:_____

Full Name:_____ DOB:_____
(Last) (First) (Middle)
Residence Address:_____ PH:_____
City/State/Zip:_____
Business Address:_____ PH:_____
City/State/Zip:_____

Full Name:_____ DOB:_____
(Last) (First) (Middle)
Residence Address:_____ PH:_____
City/State/Zip:_____
Business Address:_____ PH:_____
City/State/Zip:_____

b. The name(s) of the managing partner(s) and the interest of each partner in the licensed business.

Full Name:_____ DOB:_____
(Last) (First) (Middle)

2/22/13
2/28/12
4/24/..
2-17-13
2/17/14
2/4/15
2/15/16

Full Name: _____ DOB: _____
(Last) (First) (Middle)

Full Name: _____ DOB: _____
(Last) (First) (Middle)

c. A true copy of the partnership agreement shall be submitted with the application. if the partnership is required to file a certificate as to a trade name pursuant to Minnesota Statutes, Section 333.01, a certified copy of such certificate must be attached to the application.

d. A true copy of the federal and state tax returns for partnership for the two (2) years prior to application.

e. If the applicant does not manage the business, the name of the manager(s) or other person(s) in charge of the business and all information concerning each of them required in the **Application for Pawnbroker License.**

If the applicant is a corporation or other organization:

a. The name of the corporation or business form, and if incorporated, the state of incorporation.

Name: Northern Pawn Inc.

b. A true copy of the Certificate of Incorporation, Articles of Incorporation or Association Agreement, and By-laws shall be attached to the application. If the applicant is a foreign corporation, a Certificate of Authority as required by Minnesota Statutes, Section 303.06, must be attached.

c. The name of the manager(s) or other person(s) in charge of the business and all information concerning each manager, proprietor, or agent required in **Application for Pawnbroker License.**

Full Name: Niles Charles Joseph DOB: _____
(Last) (First) (Middle)

Full Name: Prochnik Janusz Andrzej DOB: _____
(Last) (First) (Middle)

Full Name: Prochnik Michal Jakub DOB: _____
(Last) (First) (Middle)

d. A list of all persons who control or own an interest in excess of five (5) percent in such organization or business form or who are officers of the corporation or business form and all information concerning said persons required in subdivision (1) above. This shall not apply to a corporation whose stock is publicly traded on a stock exchange and is applying for a license to be owned and operated by it.

Full Name: Niles Charles Joseph DOB
(Last) (First) (Middle)

2/22/13
2/17/14
2/4/15
2/15/16

Full Name: Prochnik Dariusz Andrzej DOB: _____
(Last) (First) (Middle)

Full Name: Prochnik Michal Jakub DOB: _____
(Last) (First) (Middle)

For all applicants:

a. Whether the applicant holds a current pawnbroker, precious metal dealer or secondhand goods dealer license from any other governmental unit.

____ Yes X No

b. Whether the applicant has previously been denied, or had revoked or suspended, a pawnbroker, precious metal dealer, or secondhand dealer license from any other governmental unit.

____ Yes X No

c. The location of the business premises.

Business Address: 303 Credit Union Dr. #9 PH: 763-444-7347
City/State/Zip: Isanti MN 55040

d. If the applicant does not own the business premises, a true and complete copy of the executed lease, please attach.

e. The legal description of the premises to be licensed.

Section 24 Lot 5-6 Block 1

f. Whether all real estate and personal property taxes that are due and payable for the premises to be licensed have been paid, and if not paid, the years and amounts that are unpaid.

X Paid _____ Not Paid _____ Confirmed

g. Whenever the application is for premises either planned or under construction or undergoing substantial alteration, the application must be accompanied by a set of preliminary plans showing the design of the proposed premises to be licensed. Please attach.

h. Such other information as the City of Isanti or issuing authority may require.

New manager. When a licensee places a manager in charge of a business, or if the named manager(s) in charge of a licensed business changes, the licensee must complete and submit the appropriate application within fourteen (14) days. The application must include all appropriate information required in this section.

(1) Upon completion of an investigation of a new manager, the licensee must pay an amount equal to the cost of the investigation to assure compliance with this chapter. If the investigation process is conducted solely within the State of Minnesota, the fee shall be the cost of the

2/15/16

Investigation. If the investigation is conducted outside the State of Minnesota, the issuing authority may recover the actual investigation costs.

Application execution. All applications for a license under this chapter must be signed and sworn to under oath or affirmation by the applicant. If the application is that of a natural person, it must be signed and sworn to by such person; if that of a corporation, by an officer thereof; if that of a partnership, by one of the general partners; and if that of an unincorporated association, by the manager or managing officer thereof.

Investigation. The Isanti Police Department must investigate into the truthfulness of the statements set forth in the application and shall endorse the findings thereon. The applicant must furnish to the Isanti Police Department's license inspector such evidence as the inspector may reasonably require in support of the statements set forth in the application.

Persons ineligible for a license. No licenses under this chapter will be issued to an applicant who is natural person, a partnership if such applicant has any general partner or managing partner, a corporation or other organization if such applicant has any manager, proprietor or agent in charge of the business to be licensed, if the applicant:

(1) Is a minor at the time that the application is filed;
(2) Has been convicted of any crime directly related to the occupation licensed as prescribed by Minnesota Statutes, Section 364.03, Subd. 2, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensee under this chapter as prescribed by Minnesota Statutes, Section 364.03, Subd. 3; or
(3) Is not of good moral character or repute.

ANY FALSIFICATION OF ANSWERS TO THE PRECEDING QUESTIONS WILL RESULT IN DENIAL OF THE APPLICATION.

Applicant Signature

Subscribed and sworn to before me this 15th day of February, 2016.

Notary Signature

BRANDI LEE SARGENT
NOTARY PUBLIC
MINNESOTA
My commission exp. Jan 31, 2020

Notary Stamp

Investigation. If the investigation is conducted outside the State of Minnesota, the issuing authority may recover the actual investigation costs.

Application execution. All applications for a license under this chapter must be signed and sworn to under oath or affirmation by the applicant. If the application is that of a natural person, it must be signed and sworn to by such person; if that of a corporation, by an officer thereof; if that of a partnership, by one of the general partners; and if that of an unincorporated association, by the manager or managing officer thereof.

Investigation. The Isanti Police Department must investigate into the truthfulness of the statements set forth in the application and shall endorse the findings thereon. The applicant must furnish to the Isanti Police Department's license inspector such evidence as the inspector may reasonably require in support of the statements set forth in the application.

Persons ineligible for a license. No licenses under this chapter will be issued to an applicant who is natural person, a partnership if such applicant has any general partner or managing partner, a corporation or other organization if such applicant has any manager, proprietor or agent in charge of the business to be licensed, if the applicant:

(1) Is a minor at the time that the application is filed;
(2) Has been convicted of any crime directly related to the occupation licensed as prescribed by Minnesota Statutes, Section 364.03, Subd. 2, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensee under this chapter as prescribed by Minnesota Statutes, Section 364.03, Subd. 3; or
(3) Is not of good moral character or repute.

ANY FALSIFICATION OF ANSWERS TO THE PRECEDING QUESTIONS WILL RESULT IN DENIAL OF THE APPLICATION.

Applicant Signature

Subscribed and sworn to before me this 15th day of February, 20 16.

Notary Signature

BRANDI LEE SARGENT
NOTARY PUBLIC
MINNESOTA
My commission exp. Jan 31, 2020

Notary (Stamp)

Investigation. If the investigation is conducted outside the State of Minnesota, the issuing authority may recover the actual investigation costs.

Application execution. All applications for a license under this chapter must be signed and sworn to under oath or affirmation by the applicant. If the application is that of a natural person, it must be signed and sworn to by such person; if that of a corporation, by an officer thereof; if that of a partnership, by one of the general partners; and if that of an unincorporated association, by the manager or managing officer thereof.

Investigation. The Isanti Police Department must investigate into the truthfulness of the statements set forth in the application and shall endorse the findings thereon. The applicant must furnish to the Isanti Police Department's license inspector such evidence as the inspector may reasonably require in support of the statements set forth in the application.

Persons ineligible for a license. No licenses under this chapter will be issued to an applicant who is natural person, a partnership if such applicant has any general partner or managing partner, a corporation or other organization if such applicant has any manager, proprietor or agent in charge of the business to be licensed, if the applicant:

(1) Is a minor at the time that the application is filed;
(2) Has been convicted of any crime directly related to the occupation licensed as prescribed by Minnesota Statutes, Section 364.03, Subd. 2, and has not shown competent evidence of sufficient rehabilitation and present fitness to perform the duties of a licensee under this chapter as prescribed by Minnesota Statutes, Section 364.03, Subd. 3; or
(3) Is not of good moral character or repute.

ANY FALSIFICATION OF ANSWERS TO THE PRECEDING QUESTIONS WILL RESULT IN DENIAL OF THE APPLICATION.

Applicant Signature

Subscribed and sworn to before me this 15th day of February, 2016.

Notary Signature

BRANDI LEE SARGENT
NOTARY PUBLIC
MINNESOTA
My commission exp. Jan 31, 2020

Notary (Stamp)

State of Minnesota
Certificate of Compliance
Minnesota Worker's Compensation Law

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: the name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a $1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: _____
(**NOT** the insurance agent)

Policy Number: _____

Dates of Coverage: _____ to _____

I am not required to have workers' compensation liability coverage because:

(X) I have no employees

( ) I am self insured (include permit to self-insure)

( ) I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children, and certain farm employees)

I certify that the information provided above is accurate and complete and that a valid workers' compensation policy will be kept in effect at all times as required by law.

Name: Niles Charles Joseph
(last, first, middle)

Doing Business As: Northern Pawn Inc.
(business name if different than your name)

Business Address: 303 Credit Union Dr. #9

City, State, Zip: Isanti, MN 55040 Phone: (763) 444-7347

Signature: _____ Date: 2/15/16

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Northern Pawn Inc.

Corporate Charter Number: 2288132-3

Chapter Formed Under: 302A

This certificate has been issued on 03/28/2007.

THE GREAT SEAL OF THE STATE OF MINNESOTA
L'ETOILE DU NORD
1858

Mark Ritchie
Secretary of State.

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71060240 briefly described as PAWNBROKER CITY OF ISANTI, for NORTHERN PAWN, INC., as Principal, in the sum of $ FIVE THOUSAND AND NO/100 Dollars, for the term beginning April 01, 2016, and ending April 01, 2017, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 19 day of February, 2016.

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-8-2012

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,

State of South Dakota, its regularly elected Vice President,

as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One PAWNBROKER CITY OF ISANTI

bond with bond number 71060240

for NORTHERN PAWN, INC.

as Principal in the penalty amount not to exceed: $5,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 19 day of February, 2016.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 19 day of February, 2016, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

J. Mohr

Notary Public

My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F1975-1-2016

A Community For Generations.

Isanti

K.3.

Request for City Council Action

To: Mayor Wimmer and Members of the City Council
From: Karissa Henning, Human Resources/City Clerk
Date: March 10, 2016
Subject: Consider Amendments to Isanti City Code Chapter 233 Pawn Shops

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Background

A formal request had been received from Joe Niles of Northern Pawn regarding the language provided within Chapter 233, Articles 13 Redemption Period and 14 Holding Period of the Pawn Ordinance.

The first request, regarding Redemption Period is to reduce the period from 90 days to 60 days. It was noted in his request that Northern Pawn customers are able to extend their time period for redemption at any time and the amount a customer would have to pay to redeem an item would be unaffected by the change.

It was further noted that this proposed amendment was discussed with Chief Hill; and he stated that he has no concerns regarding the potential change and is would not affect the investigation of items.

The second request is to reduce the Holding Period for non-media items from the current 30 day period to a 21 day period. It was noted in his request that technology has increased significantly in recent years making it easier to track and investigate stolen merchandise.

It was also noted that the change would also allow pawnshops to be competitive with the many "second-hand" businesses that are in the area. It was also stated that these businesses operate much as the pawnshops do, but are largely unregulated by the cities they are located in, and much of their product goes uninvestigated. Northern Pawn experiences an overall confiscation rate equivalent to less than one item per month.

Personnel Committee Review

The Personnel Committee has reviewed this request and recommends approval of both Ordinance changes. City staff has prepared amendment to the Isanti City Code. A copy has been attached for Council review and consideration. City staff is requesting action on this item.

Attachments

- Requests for proposed changes from Northern Pawn
- Ordinance to Amend the Code for the City of Isanti, Chapter 233 Pawnshops Amending Article 13, Redemption Period
- Ordinance to Amend the Code for the City of Isanti, Chapter 233 Pawnshops Amending Article 14, Holding Period

To: Karissa Henning, Isanti City Clerk

From: Joe Niles, Northern Pawn

Date: February, 22 2016

Re: Proposed Change to City Code

Northern Pawn would like to request a change to chapter 233 of the city code pertaining to pawn shops. We request that section 13 of chapter 233 regarding redemption period be changed to a sixty-day holding period rather than the current ninety-day. This change will have no affect on any operations as far as the city is concerned. Any of our customers that are planning to pick up their pawned items will still be able to extend their time period at any time. The amount a customer would have to pay to redeem an item would be unaffected by this change.

This change would allow our business to sell unredeemed pawns sooner to recoup our costs earlier. This requested redemption period is not unprecedented; it appears that the city of Anoka currently has a sixty-day redemption period. We would not be surprised if numerous other cities in the state do as well.

I have spoken with Chief Hill about this potential change; he has stated he has no concerns about it as it will not affect the investigation of items.

Thank you,

Joe Niles
Owner
Northern Pawn, Inc.

To: Karissa Henning, Isanti City Clerk

From: Joe Niles, Northern Pawn

Date: February, 22 2016

Re: Proposed Change to City Code

Northern Pawn would like to request a change to chapter 233 of the city code pertaining to pawn shops. We request that section 14 of chapter 233 regarding holding period for non-media items be changed to a twenty-one day holding period rather than the current thirty day.

Technology has increased significantly in recent years making it much easier to track and investigate stolen merchandise. Unfortunately with the progress made in technology has come a change in the way people are selling items. Selling on Craigslist, eBay, and Facebook sites is becoming much more prevalent. Shortening the holding period for purchases will allow our business to pay more for items and allow us to better compete with selling on the previously mentioned sites. The more we purchase, the more items get investigated by the police. Hopefully, in turn this can lead to a decrease in the amount of stolen product exchanging hands on the open market, and ultimately help to stem theft overall.

This change would also allow us to be more competitive with the many "second-hand" businesses that are in the area. These businesses operate much like we do, but are largely unregulated by the cities they are located in, and much of their product goes uninvestigated.

At this point our business has been open nearly 9 years, in that time we have had a total of 154 items confiscated. Many of those items were part of the same unique transaction. For example one person pawned 11 items in one transaction that were all confiscated. Some of the confiscated items were pawned or sold by one person; one customer had 3 separate pawns confiscated. Eliminating those instances would bring our total confiscations below 100 total items, less than one item per month.

Stolen merchandise is not something that occurs often with us, the hold period is longer than it really needs to be.

Thank you,

Joe Niles
Owner
Northern Pawn, Inc.

ORDINANCE NO. XXX

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 233, PAWNSHOPS, AMENDING ARTICLE 13, REDEMPTION PERIOD

THE CITY COUNCIL OF THE CITY OF ISANTI HEREBY ORDAINS AS FOLLOWS:

The Code of the City of Isanti, Chapter 233 Pawnshops, Article 13, Redemption Period is hereby amended as follows:

ARTICLE I, **Redemption Period**

Any person pledging, pawning or depositing an item for security must have a minimum of ~~90~~ **60** days from the date of that transaction to redeem the item before it may be forfeited and sold. During the ninety-day holding period, items may not be removed from the licensed location except as provided in § 233-20. Licensees are prohibited from redeeming any item to anyone other than the person to whom the receipt was issued or, to any person identified in a written and notarized authorization to redeem the property identified in the receipt, or to a person identified in writing by the pledger at the time of the initial transaction and signed by the pledger or with approval of the Isanti Police Department license inspector. Written authorization for release of property to persons other than original pledger must be maintained along with original transaction record in accordance with § 233-10

Effective Date

This Ordinance shall take effect the day following its publication in the City's Official Newspaper.

Adopted by the Isanti City Council of the City of Isanti, Minnesota this 15th day of March 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Reading Date: March 15, 2016
Effective Date: March 24, 2016
Publication Date: March 23, 2016

K.3.b.

ORDINANCE NO. XXX

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 233, PAWNSHOPS, AMENDING ARTICLE 14, HOLDING PERIOD

THE CITY COUNCIL OF THE CITY OF ISANTI HEREBY ORDAINS AS FOLLOWS:

The Code of the City of Isanti, Chapter 233 Pawnshops, Article 14, Holding Period is hereby amended as follows:

ARTICLE I, **Holding Period**

Any item purchased or accepted in trade by a licensee must not be sold or otherwise transferred for ~~30~~ **21** days from the date of the transaction. Exceptions shall be given to media items, to include VHS tapes, CD, DVD, Blue-Ray discs, HD-DVD, audio cassettes, books, video games, and other items deemed similar. Such media items must not be sold or otherwise transferred for 14 days from the date of transaction.

Effective Date

This Ordinance shall take effect the day following its publication in the City's Official Newspaper.

Adopted by the Isanti City Council of the City of Isanti, Minnesota this 15th day of March 2016.

Mayor George A. Wimmer

ATTEST:

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Reading Date: March 15, 2016
Effective Date: March 24, 2016
Publication Date: March 23, 2016

A Community For Generations.

Isanti

K.4.

Request for Council Approval

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: March 15, 2016

Subject: Request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota.

Background

Wintergreens is planning to submit an application for a Conditional Use Permit to install two volleyball courts adjacent to their newest parking lot. Commercial recreation in the B-2 General Business District requires a CUP. Commercial recreation does not have additional conditions outlined within Section 13 Use Regulations.

The site currently has roughly 90 parking stalls. 65 are required stalls. Code does not outline parking requirements for volleyball or other similar uses. I did not find parking standards for volleyball in other cities either.

Plans have been submitted showing a volleyball court area of 70' x 100', which will contain 2 courts. The volleyball area is fenced in and has additional lighting for courts. The fence is to be three foot, chain-link fence surrounding the perimeter of the courts, up to the building. The lighting fits within the lighting standards in that it is a hooded light and does not exceed 5 foot candles at the property line. The future parking shown on this plan is not part of the approval request.

The CUP would also be necessary for the grading of the lot in order to construct the volleyball courts. A CUP for grading is required if more than 25 cubic yards are disturbed. This project would disturb roughly 100 cubic yards of dirt.

The City Engineer provided comments on February 1, 2016 (attached) requesting that on-site drainage be reevaluated. The attached site plan addresses the drainage and was acceptable to the City Engineer.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit subject based on the Findings of Fact and Conclusions.

Comprehensive Plan

The 2008 Comprehensive Plan has the area guided for General Commercial Development. The existing uses and the proposed use would appear to meet purpose, goals, and objectives of this land use classification.

Zoning

The property is zoned "B-2" General Business District. Grading in excess of 25 cubic yards in any district requires a Conditional Use Permit. The petitioner is subject to the application requirements, procedure, and

performance standards as outlined within Section 21 Administration, Article 2 Conditional Use Permits of Ordinance No. 445: Zoning.

Zoning Ordinance Provisions

The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Section 14: Performance Standards
Subdivision 5: Outdoor Lighting Standards

A. Prohibited Lighting: No use or structure shall be operated or occupied as to create light or glare in such an amount or to such a degree or intensity as to constitute a hazardous condition, or as to unreasonably interfere with the use and enjoyment of property with by any person or normal sensitivities, or otherwise as to create a public nuisance.

B. Minimum Standards: All uses shall comply with the following standards except as otherwise provided in this section:
   1. Lighting fixtures shall be effectively shielded and arranged so as not to shine directly on any residential property. Lighting fixtures not of a cutoff type shall be subject to the following:
      a. Maximum initial lumens generated by each fixture shall not exceed two thousand (2,000) lumen (equivalent to a one hundred fifty (150) watt incandescent bulb).
      b. Mounting heights of such fixtures shall not exceed fifteen (15) feet.
   2. Lighting shall not create a sensation of brightness that is substantially greater than ambient lighting conditions so as to create annoyance, discomfort, or decreased visual performance or visibility.
   3. Lighting shall not directly or indirectly cause illumination or glare in excess of one-half (1/2) foot candle measured at the closest residential property line and five (5) foot-candles measured at the street curb line or non-residential property line nearest the light source.
   4. Lighting shall not create a hazard for vehicular or pedestrian traffic.
   5. Lighting of building facades or roofs shall be located, aimed, and shielded so that light is directed only onto the façade or roof.
   6. Lighting shall be maintained stationary and constant in intensity and color, and not be of a flashing, moving, or intermittent type.
   7. Business and industrial zoned property must light the trash enclosure areas for the safety of their employees.

Conditional Use Permit Requirements

Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.

3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Certification of Taxes Paid

Prior to approving an application for approval of a Conditional Use Permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Friday, January 29th, 2016; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on February 24th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Planning Commission Recommendation:

Motion by Kennedy second by Lundeen to recommend approval of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota. Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for a Conditional Use Permit on February 8th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by April 8th, 2016 (60 days). The 6only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota with the following conditions……

3. Recommend Denial: Motion to recommend denial of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- City Engineers Review Comments for the Grading Plan dated 2.1.2016
- Site Plan prepared by Roshell Engineering, LLC dated 2.11.2016

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR WINTERGREEN'S GOLF AND GRILL, TO OPERATE OUTDOOR VOLLEYBALL COURTS ON THE PROPERTY LEGALLY DESCRIBED AS THAT PART OF LOT 2, BLOCK 2, CREDIT UNION ADDITION, LYING SOUTH OF THE NORTH 10 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 2, ISANTI COUNTY, ISANTI, MINNESOTA

WHEREAS, Ronald Stawski owns the property located at 304 Credit Union Dr. NE legally described as:

That part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota.

WHEREAS, Mr. Stawski is requesting to construct and operate outdoor volleyball courts in association with Wintergreen's Golf and Grill; and,

WHEREAS, the property is located within the "B-2" General Business District, which requires a Conditional Use Permit (CUP) for commercial recreation within said district; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on March 8th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on March 15th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit for outdoor volleyball courts to be located on the property located at 304 Credit Union Dr. NE be hereby approved.

Adopted by the Isanti City Council on this 15th day of March 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting to grade and construct two outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota
2. The property is zoned "B-2" General District.
3. A Conditional Use Permit is required for Commercial Recreation within the B-2 District.
4. The petitioner submitted a complete Conditional Use Permit Application, the required application fee and associated materials on February 8th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by April 8th, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, March 8th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, February 24th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.
8. The Planning Commission held a public hearing on the item on March 8th, 2016; and all property owners within 350' of the subject property were invited to attend and provide public comment.

Conclusions

1. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   As noted, the proposed use for the site would be consistent with the goals and objectives of the comprehensive plan.
   B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   The proposed use is a permitted conditional use. It fits the intent of the ordinance and underlying zoning district ("B-2"General Business District).
   C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   The volleyball courts will be within a fenced in area and will have proper lighting that meets the City's requirements.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The conditional use commercial recreation is fitting for a commercial district where activities may go on later in other districts. There are no residential districts directly abutting this property.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
This use will not impede development.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
There are no additional public facilities needed for this use. Adequate parking and lighting are supplied on site.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on any approval to ensure that the property is developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

3. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access to the site is existing and had been approved at an earlier date. Sufficient parking is provided on site.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Parking exists on site and is sufficient for the proposed use.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Landscaping and screening were established with the original site plan.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
The added exterior lighting meets the requirements of Section 14 of the Zoning Ordinance.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Drainage has been reviewed and approved by the City Engineer.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
Not applicable. No additional buildings will be added to the site.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
The location of the refuse container is existing and in compliance.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
No additional signage to be added to the site at this time.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull the appropriate permits and any appropriate fees must be paid for these permits and inspections completed by the appropriate staff person prior, during, and following construction.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
The use complies with the applicable performance standards.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

Decision

The Planning Commission held a public hearing on the item at the **March 8th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Planning Commission Recommendation:

Motion by Kennedy second by Lundeen to recommend approval of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota. Motion carried unanimously.

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: February 1, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Wintergreens Volleyball - Site Review
Isanti, Minnesota

We have reviewed the site layout sheet C1 created by Roshell Engineering, LLC entitled "Volleyball Court & Future Parking Lot" with a date of January 29, 2016.

The plan includes two beach volleyball courts with a 3 foot high chain link fence around it as well as an area for a future parking lot. The proposed site is located on the south side of Wintergreens Golf & Grill on Credit Union Drive NE.

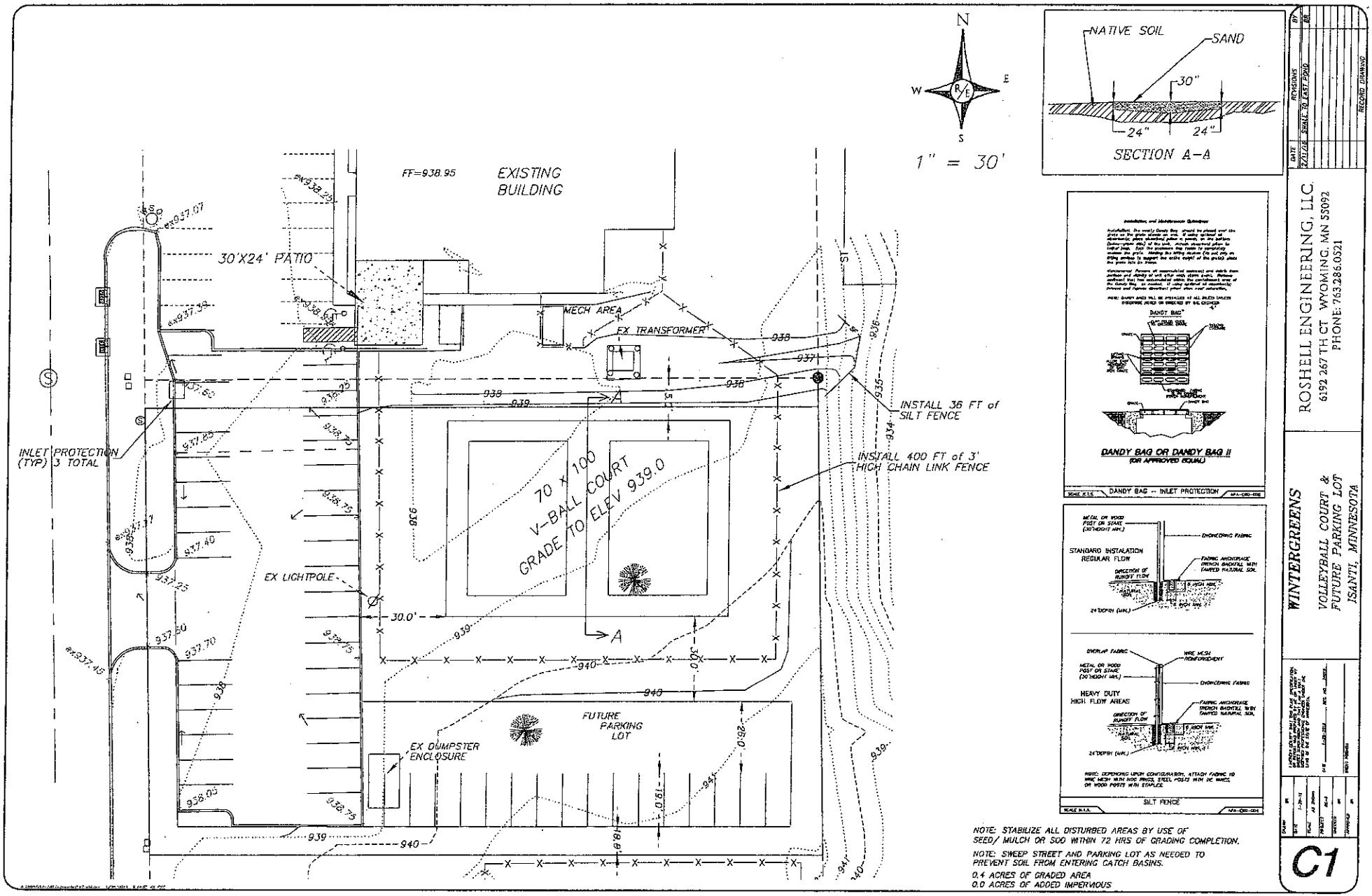
We have reviewed the submitted layout and have the following comments:

1. The future parking lot will require a separate site review once proposed curb grades are set and site grading is determined.

2. The existing drainage appears to hold water at the NW corner of the proposed volleyball courts and the majority of this low area is proposed to be filled with 1-2 feet of material. This reduced low infiltration area, may cause standing water to be deeper and to occur more often than it currently does and may impact the mechanical pad on the south side of the building.
    a. We recommend this drainage area be evaluated to ensure acceptable runoff conditions are met.

We recommend approval of the volleyball courts and fence as shown in the plan once the above drainage issue is resolved.

Please contact me if you have any questions.



NOTE: STABILIZE ALL DISTURBED AREAS BY USE OF SEED/ MULCH OR SOD WITHIN 72 HRS OF GRADING COMPLETION.

NOTE: SWEEP STREET AND PARKING LOT AS NEEDED TO PREVENT SOIL FROM ENTERING CATCH BASINS.

0.4 ACRES OF GRADED AREA
0.0 ACRES OF ADDED IMPERVIOUS

ROSHELL ENGINEERING, LLC.
6192 267 TH CT WYOMING, MN 55092
PHONE: 763.286.0521

WINTERGREENS
VOLLEYBALL COURT & FUTURE PARKING LOT
ISANTI, MINNESOTA

C1

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and Members of the City Council**
From: Josi Wood, Public Services Director
Date: March 15, 2016
Subject: Consider Resolution for Preliminary Study to Connect the Sidewalk on Whiskey Rd SW between Birch St SW to South of Dogwood St SW

Background:
The City Council held discussion regarding trail connectivity during the 2016 Goal Setting Meeting. The trail infill projects would first need to have a preliminary study completed to see if the project is feasible. Proposals for the preliminary study and cost by Bolton and Menk, Inc. are as follows and in detail in the attachments:

1) Connection from the existing bituminous trail on the north side of Heritage Blvd at Hillock Court NW to the Isanti Primary School. This project would also look at the possibility of extending the existing sanitary sewer system to serve the adjacent properties that are still on septic systems. Not to exceed $5,700.00.
2) Connection from the existing bituminous trail on Railroad Ave SE from Palomino Rd SE to Main Street. Not to exceed $5,900.00.
3) Connection from the existing concrete walk on Whiskey Rd SW from Birch St SW to the existing concrete walk south of Dogwood St SW. Not to exceed $4,500.00.

Public Works Committee Recommendation:
The Public Works Committee recommended to get the proposals from Bolton and Menk, Inc. to see if the connections discussed at City Council Goal Setting 2016 would be feasible.

Finance Committee Recommendation:
The Finance Committee recommended these actions for the above notated proposed preliminary studies:

1) The connection on the north side of Heritage Blvd at Hillock Court NW to the Isanti Primary School should be brought back to City Council Goal Setting 2017 due to the increase in project cost considerations to also include the extension of the sanitary sewer system.
2) The connection on Railroad Ave SE from Palomino Rd SE to Main Street should be included in with the foreseen Palomino Rd SE project study to gain cost savings in design and construction.
3) The connection on Whiskey Rd SW from Birch St SW to the existing concrete walk south of Dogwood St SW should have a preliminary study completed in the amount, not to exceed, $4,500.00 to determine whether or not it would be feasible.

Requests:
Staff is requesting action to approve the preliminary study by Bolton and Menk, Inc. to connect the sidewalk on Whiskey Rd SW between Birch St SW to South of Dogwood St SW in the amount, not to exceed, $4,500.00 from funding source: Streets – Engineering (303).

Attachments:

- Proposals from Bolton and Menk, Inc. on all three projects_dated 2.22.16
- Resolution 2016-XXX

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING A PRELIMINARY STUDY TO CONNECT THE SIDEWALK ON WHISKEY AVE FROM BIRCH ST SW TO SOUTH OF DOGWOOD ST SW

WHEREAS, the City Council determined during the City Council 2016 Goal Setting meeting that there was interest in connecting three trail/ sidewalk gaps within the city; and,

WHEREAS, the Finance Committee determined that it would be in the best interest of the city to discuss the connection on the north side of Heritage Blvd at Hillock Court NW to the Isanti Primary School during the City Council Goal Setting 2017 meeting as there is a need to also connect the sanitary sewer line and wait on the connection study on Railroad Ave SE from Palomino Rd SE to Main Street until the Palomino street project is outlined to gain cost savings in design and construction; and,

WHEREAS, the Finance Committee determined that it would be in the best interest of the city to move forward with the preliminary study to connect the sidewalk from Birch St SW to the existing sidewalk south of Dogwood St SW on Whiskey Ave SW by Bolton and Menk, Inc. in the amount, not to exceed, $4,500.00; and,

WHEREAS, it was also recommended that the Public Works Committee review the need for no parking signage along Railroad Ave SE between Palomino Rd SE and Main Street for added safety of pedestrians; and,

WHEREAS, the funding source would be from Streets – Engineering (303) in the total amount of $4,500.00;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the proposal for a preliminary study by Bolton and Menk, Inc. to determine if the sidewalk can be connected on Whiskey Ave SW as stated above in the amount, not to exceed, $4,500.00.

Adopted by the Isanti City Council this 15th day of March 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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MEMORANDUM

Date: February 22, 2016

To: Josi Wood, Public Services Director
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Engineering Proposal for Heritage Boulevard Trail Infill Study
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the Heritage Boulevard Trail Infill Study.

The proposed project would connect the existing bituminous trail on the north side of Heritage Boulevard at Hillock Court NW to the Isanti Primary School. We will also evaluate the possibility of extending the existing sanitary sewer system to serve the adjacent properties that are within City Limits but are still on septic systems along this project.

This study was discussed at the City Council Goal Setting Work Session, January 25, 2016, and requested at the Public Works Committee Meeting, February 2, 2016.

Our scope of work will include the following:

- Survey existing conditions
- Research existing right of way
- Determine sanitary sewer service availability
- Prepare a Preliminary Engineering Report discussing our findings
- Create figures to supplement the report
- Prepare a project cost estimate
- Provide a recommendation as to the feasibility of the project

We propose to complete the described scope of work for an hourly, not to exceed, fee of $5,700.

Thank you for the opportunity to present this proposal. Please contact me at (612) 756-1032 if you have any questions or need additional information.

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MEMORANDUM

Date: February 22, 2016

To: Josi Wood, Public Services Director
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Engineering Proposal for Railroad Avenue Trail Infill Study
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the Railroad Avenue Trail Infill Study.

The proposed project would connect the existing bituminous trail on Railroad Avenue SE from Palomino Road SE to Main Street. This would complete the trail system along Railroad Avenue and tie the southern trail system to Main Street E.

This study was discussed at the City Council Goal Setting Work Session, January 25, 2016, and requested at the Public Works Committee Meeting, February 2, 2016.

Our scope of work will include the following:

- Survey existing conditions
- Research existing right of way
- Prepare a Preliminary Engineering Report discussing our findings
- Create figures to supplement the report
- Prepare a project cost estimate
- Provide a recommendation as to the feasibility of the project

We propose to complete the described scope of work for an hourly, not to exceed, fee of $5,900.

Thank you for the opportunity to present this proposal. Please contact me at (612) 756-1032 if you have any questions or need additional information.

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

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MEMORANDUM

Date: February 22, 2016

To: Josi Wood, Public Services Director
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Engineering Proposal for Whiskey Road Walk Infill Study
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the Railroad Avenue Trail Infill Study.

The proposed project would connect the existing concrete walk on Whiskey Road SW from Birch Street SW to the existing concrete walk south of Dogwood Street SW. This would complete the pedestrian system along Whiskey Road SW.

This study was discussed at the City Council Goal Setting Work Session, January 25, 2016, and requested at the Public Works Committee Meeting, February 2, 2016.

Our scope of work will include the following:

- Survey existing conditions
- Research existing right of way
- Prepare a Preliminary Engineering Report discussing our findings
- Create figures to supplement the report
- Prepare a project cost estimate
- Provide a recommendation as to the feasibility of the project

We propose to complete the described scope of work for an hourly, not to exceed, fee of $4,500.

Thank you for the opportunity to present this proposal. Please contact me at (612) 756-1032 if you have any questions or need additional information.

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Isanti

CITY OF ISANTI

*Check Summary Register©

03/07/16 3:12 PM

L.1.

March 2016

AP160301

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043554	ASSURANT EMPLOYEE BENEFIT	3/7/2016	$446.32
Paid Chk# 043555	BERNICK'S PEPSI-COLA	3/7/2016	$538.90
Paid Chk# 043556	CITY OF ISANTI	3/7/2016	$196.57
Paid Chk# 043557	CIVIC SYSTEMS, LLC	3/7/2016	$12,700.00
Paid Chk# 043558	CRAWFORDS EQUIPMENT, INC.	3/7/2016	$168.57
Paid Chk# 043559	CRYSTAL SPRINGS ICE	3/7/2016	$200.86
Paid Chk# 043560	DAHLHEIMER DISTRIBUTING CO	3/7/2016	$5,169.83
Paid Chk# 043561	DELTA DENTAL	3/7/2016	$3,164.45
Paid Chk# 043562	ECM PUBLISHERS, INC.	3/7/2016	$78.69
Paid Chk# 043563	FASTENAL COMPANY	3/7/2016	$141.98
Paid Chk# 043564	FEDERATED CO-OPS, INC.	3/7/2016	$2,124.55
Paid Chk# 043565	GFOA	3/7/2016	$170.00
Paid Chk# 043566	GOPHER STATE ONE-CALL, INC.	3/7/2016	$34.80
Paid Chk# 043567	H&L MESABI	3/7/2016	$433.48
Paid Chk# 043568	HARRIS, MICHAEL	3/7/2016	$17.98
Paid Chk# 043569	HAWKINS, INC.	3/7/2016	$4,155.68
Paid Chk# 043570	INDIAN ISLAND WINERY	3/7/2016	$111.84
Paid Chk# 043571	INITIATIVE FOUNDATION	3/7/2016	$800.00
Paid Chk# 043572	INNOVATIVE OFFICE	3/7/2016	$205.03
Paid Chk# 043573	ISANTI COUNTY AUDITOR-	3/7/2016	$1.65
Paid Chk# 043574	ISANTI COUNTY RECORDER	3/7/2016	$92.00
Paid Chk# 043575	ISANTI RENTAL	3/7/2016	$8.62
Paid Chk# 043576	J. J. TAYLOR	3/7/2016	$800.50
Paid Chk# 043577	JOHNSON BROTHERS LIQUOR	3/7/2016	$5,342.98
Paid Chk# 043578	JZS ISANTI, LLC	3/7/2016	$3,234.87
Paid Chk# 043579	MCDONALD DISTRIBUTING CO.	3/7/2016	$7,734.42
Paid Chk# 043580	MENARDS - CAMBRIDGE	3/7/2016	$94.27
Paid Chk# 043581	MINNESOTA EQUIPMENT	3/7/2016	$47.89
Paid Chk# 043582	MVTL LABORATORIES, INC.	3/7/2016	$109.80
Paid Chk# 043583	NAPA AUTO PARTS	3/7/2016	$26.42
Paid Chk# 043584	NORTH BRANCH ELECTRIC	3/7/2016	$70.13
Paid Chk# 043585	NRPA	3/7/2016	$165.00
Paid Chk# 043586	PETERSON, KEITH E.	3/7/2016	$1,841.57
Paid Chk# 043587	PHILLIPS WINE & SPIRITS, INC.	3/7/2016	$3,575.40
Paid Chk# 043588	POSTMASTER	3/7/2016	$84.46
Paid Chk# 043589	RJM DISTRIBUTING, INC.	3/7/2016	$322.71
Paid Chk# 043590	SOUTHERN WINE & SPIRITS	3/7/2016	$2,736.53
Paid Chk# 043591	SUMMIT COMPANIES	3/7/2016	$850.00
Paid Chk# 043592	THE WELDING SHOP INC	3/7/2016	$519.00
Paid Chk# 043593	TITAN MACHINERY	3/7/2016	$274.26
Paid Chk# 043594	URBANS HARDWARE	3/7/2016	$198.66
Paid Chk# 043595	VERIZON WIRELESS	3/7/2016	$503.31
Paid Chk# 043596	VESSCO, INC.	3/7/2016	$503.48
Paid Chk# 043597	VIKING COCA-COLA BOTTLING	3/7/2016	$194.50
Paid Chk# 043598	VINOCOPIA, INC.	3/7/2016	$566.00
Paid Chk# 043599	WARRING PROPERTIES	3/7/2016	$3,597.04
Paid Chk# 043600	WATSON CO., INC.	3/7/2016	$1,294.76
Paid Chk# 043601	WINE MERCHANTS	3/7/2016	$120.00
Paid Chk# 043602	XEROX CORPORATION	3/7/2016	$98.64
		Total Checks	$65,868.40

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CITY OF ISANTI

*Check Summary Register©

March 2016

AP160302

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043603	LMCIT	3/10/2016	$2,649.00
Paid Chk# 043604	ABDO, EICK & MEYERS, LLP	3/10/2016	$14,500.00
Paid Chk# 043605	AMERICAN PRESSURE INC	3/10/2016	$54.75
Paid Chk# 043606	BELLBOY CORPORATION	3/10/2016	$4,423.25
Paid Chk# 043607	BERNICK'S PEPSI-COLA	3/10/2016	$274.85
Paid Chk# 043608	BILL'S QUALITY CLEANING	3/10/2016	$446.00
Paid Chk# 043609	BOLTON & MENK, INC.	3/10/2016	$27,124.50
Paid Chk# 043610	C & L DISTRIBUTING	3/10/2016	$263.00
Paid Chk# 043611	CENTER POINT ENERGY	3/10/2016	$3,692.16
Paid Chk# 043612	CONNEXUS ENERGY	3/10/2016	$12,634.00
Paid Chk# 043613	CRAWFORDS EQUIPMENT, INC.	3/10/2016	$510.45
Paid Chk# 043614	DAHLHEIMER DISTRIBUTING CO	3/10/2016	$3,345.48
Paid Chk# 043615	EAST CENTRAL SANITATION	3/10/2016	$386.98
Paid Chk# 043616	ECM PUBLISHERS, INC.	3/10/2016	$239.98
Paid Chk# 043617	FASTENAL COMPANY	3/10/2016	$192.56
Paid Chk# 043618	FEDERATED CO-OPS, INC.	3/10/2016	$104.70
Paid Chk# 043619	FRANSEN, LINDA	3/10/2016	$580.00
Paid Chk# 043620	FRESHWATER SOCIETY	3/10/2016	$135.00
Paid Chk# 043621	G & K SERVICES	3/10/2016	$569.79
Paid Chk# 043622	IPMA-HR	3/10/2016	$795.00
Paid Chk# 043623	ISANTI RENTAL	3/10/2016	$56.04
Paid Chk# 043624	JOHNSON BROTHERS LIQUOR	3/10/2016	$5,404.51
Paid Chk# 043625	JOSLIN & MOORE	3/10/2016	$5,276.60
Paid Chk# 043626	KAWALEK TRUCKING	3/10/2016	$272.20
Paid Chk# 043627	LIGHTEN UP, LLC	3/10/2016	$7,874.00
Paid Chk# 043628	LMCIT	3/10/2016	$91,143.00
Paid Chk# 043629	MACQUEEN EQUIPMENT, INC.	3/10/2016	$87.02
Paid Chk# 043630	MCDONALD DISTRIBUTING CO.	3/10/2016	$18,789.69
Paid Chk# 043631	MENARDS - CAMBRIDGE	3/10/2016	$9.99
Paid Chk# 043632	MILLE LACS OIL COMPANY	3/10/2016	$74.25
Paid Chk# 043633	MINNCO CREDIT UNION	3/10/2016	$2,832.89
Paid Chk# 043634	MINNEAPOLIS FINANCE	3/10/2016	$152.10
Paid Chk# 043635	MINNESOTA DEED	3/10/2016	$1,498.62
Paid Chk# 043636	MN DEPT OF HEALTH	3/10/2016	$2,924.00
Paid Chk# 043637	MN DEPT OF LABOR	3/10/2016	$30.00
Paid Chk# 043638	MN DEPT OF REVENUE	3/10/2016	$16,579.00
Paid Chk# 043639	NORTH 65 CHAMBER OF COMM	3/10/2016	$40.00
Paid Chk# 043640	NORTH BRANCH ELECTRIC	3/10/2016	$149.72
Paid Chk# 043641	PHILLIPS WINE & SPIRITS, INC.	3/10/2016	$4,345.63
Paid Chk# 043642	PSN	3/10/2016	$49.95
Paid Chk# 043643	RESOURCE TRAINING	3/10/2016	$29,468.00
Paid Chk# 043644	SELECTACCOUNT	3/10/2016	$25.32
Paid Chk# 043645	SIGNS BY JILL	3/10/2016	$45.00
Paid Chk# 043646	STREICHER'S	3/10/2016	$69.90
Paid Chk# 043647	SUMMIT COMPANIES	3/10/2016	$32.00
Paid Chk# 043648	TITAN MACHINERY	3/10/2016	$755.46
Paid Chk# 043649	TR COMPUTER SALES, LLC	3/10/2016	$149.00
Paid Chk# 043650	TURFWERKS	3/10/2016	$350.35
Paid Chk# 043651	US INTERNET	3/10/2016	$57.80
Paid Chk# 043652	VERIZON WIRELESS	3/10/2016	$555.84
Paid Chk# 043653	VIKING COCA-COLA BOTTLING	3/10/2016	$185.30
Paid Chk# 043654	WATSON CO., INC.	3/10/2016	$1,022.00
		Total Checks	$263,226.63

City of Isanti

Gross Payroll	77,408.28
Social Security & Medicare	4,293.91
Public Employees Retirement	7,596.29
Total City Expense	89,298.48

Pay Date 3-11-2016

Pay Period 6 (2/21 - 3/5/16)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
February 2, 2016
Isanti City Hall

1. Call To Order

The meeting was called to order by Economic Development Director Sullivan at 7:19 p.m.

a. Pledge of Allegiance

b. Roll Call

Members Present:	Tara Hallberg, Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and George Wimmer
Members Absent:	Adam Johnson
Staff Present:	Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented. Motion to approve Agenda as presented by Collison, second by Lundeen, motion carried unanimously.

2. Approve Minutes of January 5, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for January 5, 2016. Motion carried unanimously.

3. 100 Dahlin Ave NE

Economic Development Director Sullivan outlined the staff memo and indicated the he was in process of obtaining quotes and written correspondence from the landowner that would allow the City to perform due diligence for the property. He also indicated that Finance Committee will be identifying a funding source for the project. TIF 9 is possible but it is likely that the General Fund will issue an inter-fund Loan and with the intention to be reimbursed through TIF. Historically the area has had TIF assistance to help get things moving.

Commissioner Bergley asked about the large range in the demolition cost estimates

President Wimmer stated he felt the building would be torn down and there could be an extended "hold" period and that the City should be prepared for that. He indicated the city could choose to do nothing but that could end up like the Arlington which was not a desired outcome.
Sullivan stated that it was due to the uncertainty of the environmental conditions. If there was asbestos, mercury or other hazardous materials there is a higher cost associated with the demolition and the depositing of the debris at landfills.

Consensus was to keep the EDA up to date on project.

4. 2016 Mayor's Employer Celebration Day

Economic Development Director Sullivan presented the staff memo. The event will be held on June 7, 2016 at Isanti City Hall/ Community Center. He indicated that this location has served the event well in the past.

Sullivan indicated that he felt that due to the number of businesses being recognized the event might be closer to $700 versus $600 and that it was within his discretion for the budget.

5. Other Business / Updates

Economic Development Director Sullivan highlighted the Staff Memo.

President Wimmer indicated that the 108 unit market rate apartment project was still looking like it was moving forward and that he would be talking about it at the Mayors State of the City. The project would help economic development activities.

Commissioner Lundeen informed the EDA that Lisa Marie (painter of mural on Family Pathways) and Al Anlauf passed away recently.

Commissioner Lundeen indicated that trying to bring a dentist office to Isanti would be a good idea.

President Wimmer summarized the City Council Goal Setting meeting regarding the Hotel for the EDA.

a. Business Prospects
b. Business Expansions
c. 2016 Tourism Market Study Update
d. GPS 45:93
e. EDAM – Winter Conference
f. Business Meetings
g. Housing Starts in 2016
h. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:38 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 2nd day of February, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
FEBRUARY 9, 2016

L.3.

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Steve Lundeen, Wayne Traver, Cindy Lind-Livingston, Greg Cesafsky, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Review Conflict of Interest Policy.

City Attorney Clark Joslin presented the conflict of interest policy and outlined the open meeting law.

3. Approval of Minutes from January 12, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Bergley second by Kennedy to approve the January 12th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

4. Public Hearings.

A. Request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel No. 16.103.0560, legally described as Lot 7, Block 3 of Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Bergley asked if there would be a volleyball court, tennis court or basketball court on the property.

Achman explained that as part of the request to use the property as park and open space, the city had to identify something other than open space that would be in the park.

Bergley asked if there was a volleyball court in any of the city parks.

Achman stated she wasn't aware of any volleyball courts in any of the city parks. She further stated that the design of the park will be discussed and reviewed at the Parks, Recreation and Culture Board.

Lundeen asked if the lots were actually tax forfeited.

Achman stated that they were.

Bergley asked what the approval process would be from here on out.

Achman informed him that the rezoning request would go to City Council for final approval. Then the design would occur at the Parks, Recreation and Culture Board, who would recommend approval to the City Council.

Bergley stated that by approving the rezoning, we still don't know what the Parks, Recreation and Culture Board will do with it.

Cesafsky opened the public hearing. There was no one to speak on the item. The public hearing was then closed.

Motion by Kennedy second by Lind-Livingston to recommend approval of the request from the City of Isanti to Rezone Parcel No. 16.103.0550, legally described as Lot 6, Block 3 of Isanti Meadows, and Parcel No. 16.103.0560, legally described as Lot 7, Block 3 of Isanti Meadows, Isanti County, Isanti, Minnesota, for park and open space uses based on the Findings of Fact and Conclusions. Motion carried unanimously.

5. Other Business.

A. None.

6. Discussion Items.

A. Planning Commissioner Training.

Achman questioned whether the Planning Commission would like to watch the webinar in one session or two.

The Planning Commission conceded they would prefer to watch the webinar in one session.

7. Adjournment

Motion by Bergley second by Lundeen to adjourn the February 9th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:20 p.m.

Dated at Isanti, Minnesota this 9th day of February 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.4.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: March 8, 2016

Subject: Part-timer Peace Officer Hiring

MEMO

Background:

The City of Isanti has allowed its Police Department to keep an active roster of eight part-time Peace Officers to cover vacations, sick time, comp. time, trainings and special events throughout the year.

The City advertised the positions and received numerous applications. There are three current openings in the roster for part-time officers due to two resignations and recent City Council approval for one additional position. The personnel committee has given the police department permission to move forward to City Council for their review and consideration.

Upon review of these applications and interviews; Brian Jacob Saba, Eric Thomas Baumgart and John Harold McCarty were selected to fill these part-time positions. Each of these individuals are current full-time licensed officers with other agencies in good standing.

Action:

I ask the City Council to review and consider the hiring of Brian Jacob Saba, Eric Thomas Baumgart and John Harold McCarty for the position of part-time on-call peace officer.

Thank you for your consideration,

Gene C. Hill

Chief Gene C. Hill

RESOLUTION 2016-_____

RESOLUTION APPROVING THE HIRING OF BRIAN SABA, ERIC BAUMGART AND JOHN MCCARTY TO FILL THE THREE VACANCIES IN THE PART TIME ISANTI PEACE OFFICER ROSTER

WHEREAS, due to the creation of an additional part-time peace officers position being created; and

WHEREAS, the recent resignation of two other part-time peace officers created three vacancies; and

WHEREAS, the city advertised and interviewed candidates to fill these vacancies and that these three candidates meet all the qualifications necessary by policy and state statute; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve.

- The hiring of Brian Saba, Eric Baumgart and John McCarty as part-time on-call peace officers.
- Human Resources is directed to offer the Part-Time Peace Office Positions to Brian Saba, Eric Baumgart, and John McCarty.
- Saba, Baugmgart, and McCarty shall be on probationary status per the Personnel Policy effective their first day of employment with the City of Isanti.
- Pay for each employee shall be at the start of the Part-Time Police Officer wage schedule at $23.93 an hour.
- Human Resources is directed to complete all required documentation.
- Human Resources is directed to forward an executed copy of this resolution to each employee and also place copies in each employees personnel file.

This Resolution is approved by the City of Isanti Council this 15th Day of March, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Karissa Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

L.5.

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Brenda Frechette, Finance Director

Date: March 3, 2016

Subject: Consider Resolution to join WEX NJPA Fleet Fuel Card Program

Background:

Currently the City utilizes multiple accounts for purchasing fuel (2 WEX accounts and 1 house account). The WEX NJPA Fleet Fuel Program would combine all fuel purchases to one account for ease of administration and provide the necessary information to properly track purchases by equipment, purchaser and department. The WEX NJPA Fleet Fuel Card Program has a very large network of affiliated stations allowing employees to purchase fuel regardless of their location (I have verified that all three local merchants are included in their network). Allowed purchases with the program will be limited to fuel only (this will include the purchase of propane and car washes but only if the car wash purchase is initiated at the pump).

Finance Committee met and reviewed the options presented regarding fleet fuel card programs and is recommending the migrating to the WEX NJPA Fleet Fuel Card Program.

Current Action:

Consider Authorization of City Staff to sign the Addendum to the Fuel Fleet Card Services Agreement Between WEX Bank and the National Joint Powers Alliance (NJPA) for the purchasing of fuel for all city vehicles.

Attachments:

Fleet Fuel Card Program Information
Resolution Authorizing joining the WEX NJPA Fleet Fuel Card Program
Addendum to the Fuel Fleet Card Services Agreement between WEX Bank and the National Joint Powers Alliance (NJPA)

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING JOINING THE WEX NJPA FLEET FUEL CARD PROGRAM

WHEREAS, the City is currently purchasing fuel through separate accounts that are location specific; and

WHEREAS, the WEX NJPA Fleet Fuel Card Program would allow consolidation of all fuel purchases to a single account; and

WHEREAS, the WEX NJPA Fleet Fuel Card Program has a large network of affiliated locations which could be utilized; and

WHEREAS, the WEX NJPA Fleet Fuel Card Program would only allow for the purchases of fuel or propane and car washes initiated at the pump; and

WHEREAS, Finance Committee met and reviewed the options presented regarding fleet fuel card options; and is recommending migrating to the WEX NJPA Fleet Fuel Card Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota that staff proceed with completion of the Addendum to the Fuel Card Services Agreement between WEX Bank and the National Joint Powers Alliance (NJPA).

This Resolution was duly adopted by the Isanti City Council this 15th day of March 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

Brenda Frechette

From: Watson, Tanya <Tanya.Watson@wexinc.com>
Sent: Thursday, February 18, 2016 9:50 AM
To: Brenda Frechette
Subject: WEX NJPA Fuel Card Program
Attachments: NJPAAddendum_WEX.pdf; WEX Acceptance Logos.pdf; WEX U Sellsheets #6 WEXOnline[1].pdf; WEX U Sellsheets #5 Controls[1].pdf; WEX U Sellsheets #7 Reporting[1].pdf; Tax Report Set with Invoice.pdf; Fleet Data New Customers NJPA.xlsx

Good morning Brenda. Thank you for your time on our call discussing the WEX NJPA Program!

NJPA, National Joint Powers Alliance, is a network of 45,000 municipal and local government organizations, which have banded together to harness their purchasing power on a national level.
Your city is already a member of NJPA! You can visit their website at: http://www.njpacoop.org/.

Under this program, the normal $40 set-up fee and $2 monthly card fees are waived for you.

Some of the other advantages of this agreement are:

- **Earn 1.00% off all retail transactions charged to your account,** (as long as payment is made within the net 26 day payment terms). * Purchases will be limited to fuel & propane
- **Tax exemption** at the time of billing and reporting for qualified fleets to significantly reduce administrative time.
- Online Account access to control and manage fleet purchases
- Roadside assistance to keep your fleet covered while they are on the road, available 24 hours a day.
- Fuel Site Mapping Mobile Application - helps your drivers locate the lowest price fuel station based on their current location.

I am including the WEB site link you can use to identify the **fuel or service locations** our card can be used at:
http://www.wexinc.com/accepting-locations - All 3 local stations are included in their network

If you are interested in our program, please **complete, sign and email or fax the attached addendum back to me at 207-874-1581**.

In the meantime, please don't hesitate to contact me at **207-523-7330** with any questions. I look forward to speaking with you again!

Thank you,
Tanya Watson
Government Sales Executive
WEX Inc.
97 Darling Avenue, So. Portland, ME 04106
Office (207) 523-7330 Fax (207) 874-1581
www.wexinc.com

* car washes initiated at the pump would also be allowed.

Brenda Frechette

From: Waters, Faye <FWaters@comdata.com>
Sent: Friday, February 19, 2016 3:47 PM
To: Brenda Frechette
Subject: Comdata MasterCard Fuel Card Program: City of Isanti
Attachments: MCFleet.pdf; -Credit Application Form.pdf; Comdata Standard MasterCard Agreement Form (Fill In Forms) March 2014.pdf; FleetAdvance Overview - Local Fleet.pdf; Collected Funds Only.pdf

Brenda,
Thank you for your time today. You had inquired about our fleet card program for your drivers. The Comdata MasterCard program allows you to fuel at any MasterCard accepting location (MasterCard has worldwide acceptance). The program Agreement is attached and any fees that do apply or could are listed. The account has a onetime setup fee of $75, there are no card fees, FleetAdvance is $20 per month (I would like to demo ICD; to include SmartBuy and more).

The transactions fees on the Agreement apply to companies that purchase diesel at truck stop locations ($1, $1.50 and $2.50).

- Transactional Data – Comdata passes all data to you that is passed from the Merchant. We process our own transactions and do not go through a third party.
- Reporting - Run more than 50 standard reports or create custom files to export for integration with in-house accounting or Enterprise Resource Planning (ERP) systems.
    - Access real-time transaction history
    - Track purchasing exceptions for each cardholder
    - Identify reasons for declined transactions
    - Use ad hoc reporting to create customized reports
    - View and download transaction detail to
    - analyze spending behaviors
- Fuel Only restrictions – You can restrict cards to fuel only. We can lock the cards to pay at the pump to prevent inside purchases. You eliminate the risk of the cardholder going inside to try and make a purchase of sodas, candy or other.

I would like to add some other interesting features and benefits of the Comdata card. Such as:

- iConnectData - Comdata offers a complete online management tool to help you seamlessly organize, consolidate, analyze and manage transaction data from your Comdata MasterCard. You will have access to real-time card management, transaction detail and visibility of your corporate spend, enabling greater control over your business expenditures.
- Automatic pump shut off - Comdata can limit the dollar amount of the authorization when it occurs at the pump to match the transaction limit specified by the customer.
- MasterCard platform – MasterCard has worldwide acceptance.
- Combine all fuel sources with a single solution – Our MasterCard can be used to pay all fuel resources; retail, truck stop, bulk, and mobile fuel. The card can be used to pay for all fuel types too.
- Leverage fuel discounts at 30,000+ locations - Comdata Consortium includes Merchants that we have negotiated discount fuel prices through. Here is a sample listing:

CFC_MerchantName	CFC_City	CFC_Address	CFC_State	CFC_Zip	CFC_MarketerID	CFC_Marketer
KUM & GO #0026	ADRIAN	305 N MAINE	MN	56110	CFC_200328	KUM & GO LLC
FREEDOM 35 11010303	AITKIN	13 2ND STREET	MN	56431	CFC_200249	ERICKSON OIL PRI
CLARK #9493	ALBERT LEA	701 S BROADWAY	MN	56007	CFC_200239	CLARK BRANDS
KWIK TRIP 80400008045	ALBERT LEA	906 FRONT ST.	MN	56007	CFC_200019	KWIK TRIP

ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND THE NATIONAL JOINT POWERS ALLIANCE (NJPA)

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Vendor Agreement #062411-WEF (Agreement), ("Agreement") entered into between the National Joint Powers Alliance ("NJPA") and WEX BANK. By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX BANK may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#
City of Isanti	763-444-5578	763-444-5560

Headquarters Name and Physical Address (Do not include PO Box)
110 1st Ave NW - PO Box 428, Isanti, MN 55040

NJPA Member ID Number	Applicant's Taxpayer ID # (TIN, FEIN or SSN)
2272	41-6009098

In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures	Avg Monthly Service Expenditures
		28	$2,000	$ N/A

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit 20 characters & spaces. Unless specified, no company name will appear on cards.

C I T Y O F I S A N T I

Billing Contact	Billing Address	City	State	Zip+4
JoAnn Welcome	PO Box 428	Isanti	MN	55040

Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #
Brenda Frechette	Finance Director	763-444-5512	763-444-5560

Mailing Address (if different from billing address)	City	State	Zip+4

Email address (required to take advantage of product type card controls)
BFrechette@cityofisanti.us

☑ Check here if business is exempt from motor fuels tax

TERMS

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX BANK and NJPA. It does not modify, amend or change the Agreement in any way.
2. Participating Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties required under the Agreement, including, without limitation, timely payment of all charges (including any additional fees) on its account(s) . Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement may result in suspension or cancellation of the account(s).

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to NJPA accepting merchants or their service providers.

Compliance with Federal Law. Our bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your drivers license or other identifying documents for your business.

DISCLAIMER: **THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.**

PARTICIPATING ENTITYAUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____ Print Name: Brenda Frechette

Title: Finance Director Date: March 16, 2016

Complete and sign addendum. Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number
		10900203	NJPA	NJA	04

A Community For Generations.

Isanti

MEMO

To: **Mayor and City Council**
From: Karissa Henning, Human Resources/ City Clerk
Date: March 11, 2016
Subject: IT Support Services

On October 20, 2015 City Council approved the Request for Proposals (RFP's) for IT Support Services for general city computer systems (non-specialized) and authorized advertising for RFP's and fees to provide for the services. The RFP directed that fees were to be provided for a period of three years.

Five proposals were received from vendors; and, of the 5 proposals received; only two were determined to meet the city's needs in terms of service level and cost:

TR Computer Sales, LLC (estimated costs based on 2015 service usage):

a) $22,177.80 annually for break/fix & on-site services option
b) $27,577.80 annually for hybrid network monitoring & break/fix with on-site services option
c) $31,080.00 annually for managed service with on-site services option

CW Technology:

$28,440.00 annually for managed service with on-site services.

Committee Recommendation:
The Personnel Committee has reviewed the RFP's for the stated vendors and City IT service level needs and recommends awarding the RFP to TR Computer Sales, LLC with the hybrid monitoring and break/fix on-site services option. Currently, the city is using break/fix services with this vendor. However, in reviewing IT service level needs of staff, a more proactive and managed service for IT is needed due to the increasing use of technology by staff and the amount of downtime staff is encountering while experiencing technology issues.

Attachments:

- Resolution Awarding IT Services Proposal to TR Computer Sales, LLC
- TR Computer Sales, LLC IT Agreement for hybrid network monitoring & break/fix with on-site services option
- TR Computer Sales, LLC IT Proposal with service level options

RESOLUTION NO. 2016-XXX

A RESOLUTION AWARDING THE CONTRACT FOR IT SUPPORT SERVICES TO TR COMPUTER SALES, LLC

WHEREAS, the City of Isanti has determined that it is in the City's best interest to seek proposals from qualified consultants to provide IT support services for general city computer systems (non-specialized) for a three year period; and

WHEREAS, five different firms were reviewed and proposals were received; and

WHEREAS, the Personnel Committee recommends staying with TR Computer Sales, LLC at a higher level of service and entering into a three year contract with TR Computer Sales, LLC for their hybrid network monitoring & break/fix service level option.

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

1. The City Council hereby awards IT support services to TR Computer Sales, LLC as the vendor that best meets the needs of the City.
2. That the City Clerk is hereby authorized to enter into an agreement with TR Computer Sales, LLC for their hybrid network monitoring & break/fix with on-site service option for the period from April 1, 2016 to March 31, 2019 and for staff to prepare and sign documents as needed to execute this contract.

This resolution was duly adopted by the Isanti City Council this 15th day of March 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

TR COMPUTER SALES, LLC

2074 East County Road E. • White Bear Lake, MN 55110 • (651) 407-5888 Phone • (651) 762-9418 Fax

Proposed Engagement

March 8, 2016

Karissa Henning
City of Isanti
110-1st Avenue NW
Isanti, MN 55040

Dear Karissa

The following is a description and estimated fees for our proposed computer service engagement with City of Isanti. The engagement letter sets forth the engagement's objectives, documents the procedures for conducting this engagement, identifies your responsibilities, and provides our estimated fees. The final paragraph indicates what you need to do if you want us to proceed with this engagement.

ENGAGEMENT OBJECTIVE

The engagement's objective is to provide service and support on your current computer network.

SCOPE OF SERVICES

- Provide as needed daily and emergency network support at our hourly rate (see below for pricing)
- LOOK@IT server / workstation monitoring managed services.
- Consulting related to your hardware / software needs. (we are a reseller of Dell, HP hardware).
- Provide quarterly preventive maintenance to remove spyware, apply Microsoft updates and schedule your antivirus updates at an hourly basis.
- Yearly client reviews to document hardware and software.

OPTIONAL SERVICES THAT WE ARE AVAILABLE TO PROVIDE UPON YOUR REQUEST
(These services are not included in the total estimate for this engagement.)

- Custom Microsoft Access Database programming.
- Training for Microsoft Office productivity software.
- Fit Analisys

YOUR RESPONSIBILITIES

The engagement's nature will demand significant involvement by your personnel. The ultimate success of the engagement depends primarily on your personnel and the effort contributed toward the new system's implementation. To achieve a smooth and successful implementation, your company will be responsible for performing the following:

- Order the necessary software and hardware from TR Computer Sales, LLC or another desired vendor.
- Attend training if needed and make key personnel available to learn the new system.

The prices quoted above are at today's market value. Prices and availability will be verified at time of purchase.

MN State tax laws require us to charge you tax an all purchases as well as service to install any new hardware or software. This tax will be assessed on all purchases and only the appropriate services provided.

Our estimate is based on our prior experience multiplied by our standard hourly charges for these services, as summarized on the System Specification section. Any unusual disruption in the implementation process may result in higher fees. On-going support will be provided on an "as needed" basis, at your request. Consider purchasing telephone technical support contracts with the software vendors that offer them, if you require immediate response or guaranteed call back times.

The terms for any additional hardware or software not specifically listed in this engagement are due upon receipt of invoice, if the order total is less than $1,000. Pre-payment is required for orders exceeding $1,000.

We invoice our labor twice a month, separate from computer hardware and software, and expect payment within thirty (30) days

Our hourly rate is $135.00 for level 1 PC / help desk work and $145.00 for Level 2 server, firewall type work for work preformed M-F 8:00am to 5pm and we charge time and ½ per hour after 5:00pm and weekends and is billed in 15 minute increments.

Hybrid Option		
	# of WS's	# of Servers
	35	1
	10	100
	350	100
Monitoring Per Month	$ 450.00	
Monitoring Per Year	$ 5,400.00	
Estimated labor Per Year	$ 15,697.80	
4 hours onsite	$ 6,480.00	
Estimated Total Per Year	$ 27,577.80	

Each monthly invoice will include a detailed description of the services provided. Our fees are based on the hourly rates of the various staff level and are adjusted annually for general economic factors. We schedule staff to serve your company based on the level of tasks to assure that you receive cost-effective service. TR Computer Sales charges a one way trip charge.

This service agreement is for a 3 year time time period, effective upon date of approval by the City of Isanti. Either party may terminate this agreement with a 60 day written notice to the other party.

WARRANTIES AND LIMITATIONS

It is your sole responsibility to comply with software copyright laws, except as to software provided by us. Except as otherwise warranted herein, our liability for damages with respect to the services provided shall in no event exceed the charges previously paid to us for these services. All items returned for

exchange or refund must be accompanied by the box and manuals in original condition. Most software can not be returned or exchanged. Warranties for the computer software and hardware products installed as part of this engagement are provided by the manufacturer of those products. We offer no warranties, expressed or implied, regarding the functionality or capabilities of the software or hardware products installed as part of this engagement, except for a one year limited warranty on TR Computer Systems. Our warranty on the TR System covers hardware components and the operating system, and such labor/time as necessary to service the warranty. Data and software restoration is not covered under this warranty.

COMPUTER CONSULTING OUTSIDE OF THIS ENGAGEMENT / OTHER TERMS

Any future computer services will be covered by the terms in this engagement letter. Rate change adjustments can only be made on the annual anniversary date of this agreement, with written notification to the City at least 90 days prior to the proposed change date. A rate change of 5% or more is equivalent to a termination notice.

Technicians must have a security clearance and ability to pass a background check to manage the City's and the City's Police Department computer systems, and shall treat and maintain all data or information encountered in servicing either of the systems as strictly confidential. The Police Department will provide the background check at the City's sole expense.

CLOSING

We sincerely appreciate the opportunity to serve you. If the foregoing is in accordance with your understanding, please sign this letter and return the signed letter to us. We look forward to working with you.
Sincerely,
Dale Deters

ACKNOWLEDGMENT:
I (we) hereby agree to the terms of this engagement by completing the sections below and by signing this letter and returning it to TR Computer Sales, LLC. I have retained a copy for my records.

Legal Name of Entity_____

Officer Signature:_____Dated:_____

Title:_____

TR COMPUTER SALES, LLC

2074 East County Road E • White Bear Lake, MN 55110 • (651) 407-5888 Phone • (651) 762-9418 Fax

March 11, 2016

TO: Karissa Henning
Re: Managed Services
Company: City of Isanti

Thank you for giving TR Computer Sales, LLC the opportunity to provide a quote for your IT services.

As we discussed in our meeting we provide service based on an hourly rate, level I network monitoring or Level II Managed Service. Based on the PC / server count you sent me below are estimated monthly costs.

	PC's	Server
City Hall	15	1
Liquor Store	2	
Public Works	2	
Police Dept	16	
Total	35	1

- Break Fix Support

  Recommendation: TR Computer Sales hourly rate in 2016 will be $135.00 for level 1 PC / help desk work and $145.00 for Level 2 server, firewall type work. We can assist you remotely using our help desk 651-209-1989 or by scheduling time with a consultant for any projects that you may require assistance.
  Based off of an estimate of 2015 usage, plus 4 hours onsite, an estimated total for break/fix services would be around $22,177.80

- Network Monitoring (Level I)

  Level I: Monitoring Services only cost $10.00 per PC and $100.00 per server per month. This monitoring services covers over 100 different services such as:
  Anti-virus monitoring
  Malwarebytes scanner
  Security patches
  HD disk space and predicted failures (Raid alerts)

TR COMPUTER SALES, LLC

2074 East County Road E • White Bear Lake, MN 55110 • (651) 407-5888 Phone • (651) 762-9418 Fax

CPU and memory utilization
Critical Event Errors
Services Log
(This service does not include labor to fix the problems or new hardware/software installations. It also does not cover custom programming).

Level I - Monitoring		
	# of WS's	# of Servers
	35	1
	10	100
	350	100
Total Per Month	$ 450.00	
Total Per Year	$ 5,400.00	

- Managed Services (Level II)

  Level II: This managed service and monitoring covers all services listed under Level I and the following (onboarding fee may be applied)
  Onsite visits to troubleshoot pc, server and network related issues
  Help desk support M-F 8:00 to 5:00.
  Labor to apply yearly updates to firewall and anti-virus.
  Yearly client reviews

Level II Managed Service amd Monitoring		
	# of WS's	# of Servers
	35	1
	50	300
	1750	300
Total Per Month	$ 2,050.00	
Total Per Year	$ 24,600.00	
4 hours onsite	$ 6,480.00	
Estimated Total Per Year	$ 31,080.00	

This does not cover:
The cost of hardware replacement
Software related installations / upgrades or troubleshooting
Programming / Software development
Projects such as office moves
Labor related to fire, theft, and tornado
Training

TR COMPUTER SALES. LLC

2074 East County Road E • White Bear Lake, MN 55110 • (651) 407-5888 Phone • (651) 762-9418 Fax

Hardware disposals
Printer / Copier repair
Network cabling

- Hybrid of Level I monitoring and hourly break fix

  Many of our clients use a hybrid approach when it comes to IT services. This option would use our Level I monitoring service along with our hourly labor rate for network troubleshooting (break fix).

  Based on numbers from 2015 I estimate $1308.15 monthly / $15,577.80 annually.
  I estimate $540.00 per month / $6,480.00 annually for 4 hours onsite office visit.

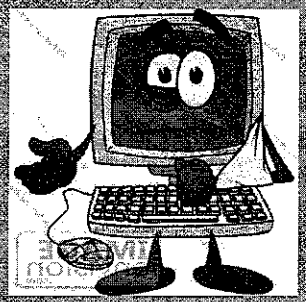
Hybrid Option		
	# of WS's	# of Servers
	35	1
	10	100
	350	100
Monitoring Per Month	$ 450.00	
Monitoring Per Year	$ 5,400.00	
Estimated labor Per Year	$ 15,697.80	
4 hours onsite	$ 6,480.00	
Estimated Total Per Year	$ 27,577.80	

Thanks for the opportunity to provide IT services for the City of Isanti.

Sincerely,

Dale Deters

TRCS Remote Management and Monitoring "LOOK@IT"



Features / Benefits

- 24 X 7 Network Monitoring, Alerting and Reporting
- Proactive verse reactive approach to your IT services
- Reduce business interruptions
- Priority on Help Desk Queue
- Get necessary repairs done faster, improve service time
- Automated Microsoft patch management
- Valuable reporting of server services
- Remote Support
- Network performance alerts
- Server health reports for all servers

TR Computer Sales, LLC.

IMPACT BUSINESS SOLUTIONS

WWW.IMPACTBUSINESSSOLUTIONS.COM

2074 East County Road E
White Bear Lake, MN 55110
Phone: 651-762-2442
Fax: 651-762-9418

We at **TR Computer Sales, LLC** are dedicated to serve our employees, clients and community by providing quality services and sound solutions through our continued commitment to learning and technology so that they will have success.

At TR Computer Sales, our new 24 X 7 remote management tool "LOOK@IT" proactively notifies us when your server performance degrades. By analyzing the server preventive maintenance opportunities are identified allowing us to fix your problems before they impact your company's productivity.

Drop your consultant a call or e-mail if you are interested in additional information or if you would like to sign up today.

We appreciate your business and look forward to a long term business relationship.

A Community For Generations.

Isanti

L.7.

To: Mayor Wimmer and City Council Members

From: John Jacobi, Liquor Store Manager

Date: March 4, 2016

Subject: Donation Request for MMBA "Help Our Local Animals" Supplies Drive promotion in-store

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Background:
Each year the MMBA supports many different organizations for the sole purpose of raising funds as well as supply donations to help support local animal shelters in our area. I am requesting that we promote this program in-store and customers can donate pet supply, food items or a cash donation in any amount they wish to help support this program. The dates of the donations are April 1st through April 30th 2016.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING DONATION BOX AT LIQUOR STORE

WHEREAS, on June 2, 2009 City Council approved a donation box policy; and

WHEREAS, Isanti Liquor is requesting use of a donation box at the liquor store in support of the MMBA "Help Our Local Animals" Supplies Drive promotion; and

WHEREAS, the Liquor Committee has reviewed the request and recommended its approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota hereby approves placement of a donation box for the MMBA "Help Our Local Animals" Supplies Drive promotion at the Isanti Liquor Store from April 1, 2016 through April 30, 2016.

Adopted by the Isanti City Council this 15th day of March 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

3rd Annual MMBA "Help Our Local Animals" Supplies Drive

In an effort to help members Promote the Community Value of their Municipal Liquor Operation, MMBA, in partnership with Miller Lite, is coordinating the *Third Annual Municipal "Help Our Local Animals" Supplies Drive* **benefiting your local animal shelter.**

This is an effort to support the shelters in your area that support animals in need. We'll be raising both supplies and funds. You in turn will donate everything to the local animal shelter of your choice.

Participating individual cities will be randomly drawn to win one of ten $200 donations to your local animal shelter from MillerCoors and MMBA.

So, everyone has a chance to win!

Here are additional details:

- The Supplies Drive will run from April 1 – April 30, 2016.
- Each participating MMBA member will collect pet supplies (food, blankets, leashes, kennels, etc & cash) for donation to your local shelter of choice. Please reach out to your local shelter and discuss items of need and anything they can do to help publicize this event
- At the end of the event (May 1), please take the collected supplies and cash to the shelter. (Contact the MMBA office if you need assistance locating your local shelter.)

- Miller Lite POS to help Support the event

    - Signage from your Miller Distributor - One 3x5 banner - One 1x2 foot sign – Please contact them and discuss the info you would like on your custom sign.

    - 100 donation cards (with scannable UPC) will be created and provided by your Miller Lite distributor.

    - Bucket for collection of cash if you do not want to scan

    - Additional signage and donation cards can be obtained by contacting your Miller Lite Distributor. Get creative!

    - Materials will arrive the end of March.

Here are some successful ideas to promote the event:

- ✓ Product discount for those donating supplies
- ✓ Stapling a flyer to carry-out bags
- ✓ Photo's of animals from your local shelter that need adoption or help
- ✓ Displaying the donated supplies in the front of the store to catch customer eyes
- ✓ Reference or total focus in advertising mediums
- ✓ Miller Lite wholesaler could build a platform of Miller Lite cases for the supplies to display on, or a wall of cases around an area where donations will be placed.
- ✓ Local newspaper story
- ✓ Collect contributions by participating in other community events

Any and all additional display/feature consideration for Miller Lite is greatly appreciated!

If you would like to participate in this event, contact the MMBA Office at:

Phone: 763-572-0222 or 866-938-3925
Email: kaspszak@visi.com

If you have questions about POS, please address with your local Miller Distributor.

If you have any issues contacting your local distributor, please contact Jon Chance

Phone: 612-718-6862
Jon.chance@millercoors.com

Thanks for your participation!!!!!

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING FUNDING FOR WI-FI SERVICE FOR THE BUILDING OFFICIAL AND CODE ENFORCEMENT/ZONING TECHNICIAN'S TABLETS

WHEREAS, tablets were budgeted for the Building Official and Code Enforcement/Zoning Technician for 2016 to use in the field; and,

WHEREAS, such tablets require Wi-Fi service in order to remotely connect to their office computers and software; and,

WHEREAS, the Finance Committee met on March 3, 2016 and recommended the purchase of Wi-Fi services through Verizon Wireless for $34.99 per month per service line from the Building Department's Technology line 305 and Code Enforcement's Technology line 305; and,

WHEREAS, the total expense for 2016 will be $314.91 per service line with services beginning in April 2016;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the unbudgeted purchase of a Verizon Wireless Wi-Fi service at $34.99 per month per service line.

This Resolution was duly adopted by the Isanti City Council this 15th day of March 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk
(SEAL)

A Community For Generations.

Isanti

MEMO

L.9.

To: **Mayor Wimmer and City Council Members**

From: Don Lorsung, City Administrator

Date: March 11, 2016

Subject: Bid for Animal Control & Kennel Services

A request for quotes was placed in the Official Newspaper and posted for Animal Control and Kennel Services for the City. The service is for period of three (3) years; from April 1, 2016 through March 31, 2019.

The City received one quote this year for animal control services (see attached resolutions for quote). Proposals for Animal Control (Dog Catcher) and Kennel Services were provided by our current vendor, Linda Fransen, Quiet Oaks Kennel. Police Chief Hill has indicated that Ms. Fransen has provided good and responsive service to the City of Isanti over the past two years.

Staff Recommendation:

Staff recommends awarding to Linda Fransen, Quiet Oaks Kennel for the fees as provided on the attached bid sheet and authorize entering into a contract with Ms. Fransen for animal control and boarding services.

RESOLUTION NO. 2016-

L.9.a.

A RESOLUTION AWARDING QUOTE AND AUTHORIZING TO ENTER INTO A CONTRACT FOR ON-CALL DOG CATCHER (ANIMAL CONTROL) SERVICES

WHEREAS, the City of Isanti has determined it is in the city's best interest to receive quotes for on-call dog catcher services and enter into a three year contract for said services; and

WHEREAS, an ad was placed in the official newspaper requesting quotes for Animal Control Services; and

WHEREAS, one quote was received and is as follows:

QUOTER								Comments
	1.	2.	3.	4.	5.	6,	7.	
Quiet Oaks Kennel Linda Fransen 25895 Lever St. NE Isanti MN 55040	$20 Dog Pick-up & Transport	$20 Add. Dog Same Call	$20 Trans port Only	$20 Com plaint Resp.	$30 Other Pick-up	$15 Per Hour Rate*	$60 U of M Trans	All Services subject to weekly fee of $50.00, $2600 annually. 4 Hour Response Timeframe for services *Other Animals

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

1. The City Council hereby awards the bid to Linda Fransen as the lowest responsible quoter.
2. That the City Administrator is hereby authorized to enter into a contract with Linda Fransen for the provision of on-call dog catcher for the City of Isanti for a three year period starting April 1, 2016 and ending March 31, 2019.
3. That a copy of the said contract is attached to this resolution that provides for the responsibilities of both parties for the service.
4. That the on-call dog catcher (contractor) shall submit monthly statements for services provided in a given month to the city and receive compensation in the amounts as provided within the attached contract.

This resolution was duly adopted by the Isanti City Council this 15th day of March, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

ON-CALL ANIMAL CONTROL OFFICER (Dog Catcher) CONTRACT

THIS AGREEMENT, entered into this ____ day of March, 2016, between **Linda Fransen, 25895 Lever St. NE**, Isanti, Minnesota , hereinafter referred to as "**Contractor**," and the **City of Isanti**, Minnesota, hereinafter referred to as "**City**".

WITNESSETH, that Contractor and City, for the consideration stated herein, mutually agree as follows:

ARTICLE I
STATEMENT OF WORK

Contractor shall furnish all labor, equipment, and services performed for the job of Animal Control Officer (dogcatcher) for the City, as set forth below in an efficient, humane and workman like manner in accordance with this Agreement.

ARTICLE II

PEROD OF AGREEMENT

City hereby agrees to hire Contractor to render services as a Animal Control Officer (dog catcher), and Contractor faithfully agrees to diligently perform such duties for the period from April 1, 2016 to March 31, 2019; unless either party gives to the other written notice of not less than sixty (60) days, said notice stating that this Agreement shall be terminated and the effective date of termination.

ARTICLE III
THE CONTRACT PRICE

City will pay Contractor for performance of this Contract, in current funds as follows:

1. Twenty dollars (**$20.00**) for the first dog – pick up and transport or other animals when requested.

2. Same Call –
   Each additional dog - Twenty dollars (**$20.00**) for pickup and transport or other animals as directed by the City.

3. Twenty dollars (**$20.00**) for transport of one dog and Twenty **($20.00)** for each additional dog or other animals as directed by the City to the designated dog kennel when animal is held at the Police Department or City Hall.

4. Twenty dollars (**$20.00**) per complaint responded to as directed by the City.

5. Between the hours of 7:00 p.m. and 8:00 a.m. and holidays the pickup and transport fee shall be Thirty dollars (**$30.00**) per dog.

6. Fifteen dollars per hour (**$15.00/hr**) for public services, i.e. attending pet clinic or other services as directed by the City.

7. Sixty dollars (**$60.00**) for a dog bite incident for transport to veterinarian; then to the University of Minnesota.

8. Fifty dollars (**$50.00**) weekly service fee

The contractor shall provide a separate billing for each animal impounded. The billing shall include the following:

a) Isanti Police Department Incident Number (ICR Number)

b) Date and location of impoundment

c) Date and location of release

d) Full name of person the animal was released to

e) Animal Breed and Sex

f) Detailed information if any medical treatment was provided

ARTICLE IV
CONTRACTOR'S DUTIES

Contractor shall, upon request of the Isanti Police Department, City Administrator (or designee), or other Law Enforcement Agency, take all reasonable and necessary steps to catch and take into custody any dog determined to be in violation of any City Ordinance or Minnesota State Statute in the corporate limits of the City of Isanti. Contractor shall also have the authority to pick up any dog that is observed by the Contractor and only those dogs that are determined to be in violation of any City Ordinance or Minnesota State Statute, when he/she is driving through the City without a direct request from the Isanti Police Department or City Administrator (or designee). All apprehensions of dogs or other animals shall be in a lawful, efficient and workman like manner. All animals apprehended pursuant to this contract shall be treated humanely, and shall be delivered into the custody of the party or facility designated by the City. The Contractor shall respond to calls for service within a four (4) hour time frame Monday through Sunday, 8:00 a.m. to 7:00 p.m. and 7:00 p.m to 8:00 a.m. If not available for immediate response, the City of Isanti reserves the right to bring the dog to the kennel facilities for containment.

ARTICLE V
IDENTIFICATION

City shall provide Contractor with appropriate credentials and/or identification to identify the Contractor as the "Official Dog Catcher for the City of Isanti"

ARTICLE VI
INDEMNIFICATION

Contractor agrees to indemnify and hold the City harmless against all claims, losses, causes of action, and expenses, including legal expenses, arising relative to Contractor's performance of this Contract. City shall not be liable for any loss suffered by Contractor due to personal injury or because of damage to, or destruction of, any property, or any loss of profits or other consequential damages or any inconveniences resulting from the theft, damage to, or destruction of personal property. City may, at its option, but with no obligation to do so, obtain insurance covering Contractor against liability to third parties relative to Contractor's performance of this Contract. Contractor shall be solely responsible for obtaining, at contractor's expense, liability insurance coverage naming the **City of Isanti** as additional insured, in an amount of not less than $1,000,000.00 insuring against personal injury or property damage for liability to third parties.

ARTICLE VII
TERMINATION

It is further agreed that in case of violation, breach or non-performance by Contractor of any of the agreements contained in this Contract, City shall have the right to declare this Contract immediately null and void upon written notice to Contractor. This Contract shall become effective as of April, 1 2016 through March 31, 2019; unless either party gives to the other written notice of not less than sixty (60) days, said notice stating that this Agreement shall be terminated and the effective date of termination. No amendment or modification of this Contract shall be effective unless made in writing and signed by both the City and Contractor.

_____ _____

Linda Fransen, Quiet Oak Kennels Date:

_____ _____

Donald C. Lorsung, City Administrator Date:

SPECIFICATIONS
ON-CALL ANIMAL CONTROL OFFICER (Dog Catcher)
ANIMAL CONTROL SERVICES
CITY OF ISANTI

Statement of Work

On-Call Animal Control Officer shall furnish all labor, equipment, and services performed for the job of dog catcher for the City of Isanti. Services shall be provided in an efficient and workman like manner.

On-Call Animal Control Officer Duties

Upon request of the Isanti Police Department, City Administrator (or Designee), or other Law Enforcement Agency, shall take all reasonable and necessary steps to catch and take into custody any dog determined to be in violation of any City Ordinance or Minnesota State Statute in the corporate limits of the City of Isanti. The Animal Control Officer shall also have the authority to pick up any dog that is observed by the Officer and only those dogs that are determined to be in violation of any City Ordinance or Minnesota State Statute, when driving through the City without a direct request from the Isanti Police Department or City Administrator (or Designee).

Period of Contract

The successful bidder shall be required to enter into a contract with the City of Isanti. The contract shall run for a three (3) year period from April 1, 2016 through March 31, 2019.

Services to be Provided

The On-Call Animal Control Officer shall provide the following services:

- Respond to a call by the Police Department or authorized City Staff to pick up and / or transport dogs.
- Respond to call to assist law enforcement for pick-up / and or transport of other animals.
- Transport one or more dogs or other animals as directed by the City to a designated dog kennel when animal is held at City Hall.
- Respond to complaints as directed by the Police Department or authorized City Staff.
- Provide services on a holiday as available.
- Attend annual pet clinic and education classes as requested by the City.

Holidays shall be identified as follows:

New Year's Day	Martin Luther King Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving Day
½ day Christmas Day Eve Day	Christmas Day

Identification

The City shall provide the Animal Control Officer with appropriate credentials and/or identification to identify the Contractor as the "Official Animal Control Officer" for the City of Isanti.

Indemnification

The Animal Control Officer shall agree to an indemnification clause as provided within the contract between the City of Isanti and the Animal Control Officer.

Insurance

The Animal Control Officer must provide liability insurance coverage and shall provide a Certificate of Liability Insurance to the City of Isanti and shall name the **City of Isanti** as an additional insured. Said insurance shall protect against liability for personal injury or property damage to third parties of not less than $1,000,000.00.

Termination

Animal Control Officer must agree to a sixty (60) day termination clause as provided in a contract between the City of Isanti and the service provider.

RESOLUTION NO. 2016-

A RESOLUTION AWARDING QUOTE AND AUTHORIZING TO ENTER INTO A CONTRACT FOR KENNEL SERVICES

WHEREAS, the City of Isanti has determined it is in the city's best interest to receive quotes for kennel services and enter into a three year contract for said services; and

WHEREAS, an ad was placed in the official newspaper requesting quotes for Kennel Services; and

WHEREAS, one quote was received as follows:

BIDDER	**BID AMOUNT**	
	1. Per Day Fee for Care	**2. Transport to Vet/Shelter**
Quiet Oaks Kennel Linda Fransen 25895 Lever St. NE Isanti, MN 55040	$10.00* *$5.00 increase per service year	$20.00

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

1. The City Council hereby awards the bid to Linda Fransen as the most responsible quoter.
2. That the City Administrator is hereby authorized to enter into a contract with Linda Fransen for the provision of kennel services for the City of Isanti for a three year period starting on April 1, 2016 and ending March 31, 2019.
3. That a copy of the said contract is attached to this resolution that provides for the responsibilities of both parties for the service.
4. That the provider for kennel services (contractor) shall submit monthly statements for services provided in a given month to the city and receive compensation in the amounts as provided within the attached contract.

This resolution was duly adopted by the Isanti City Council this 15th day of March 2016.

Attested:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources / City Clerk

CITY OF ISANTI

KENNEL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT between the **City of Isanti** (hereinafter "**City**"), whose principal office is located at 110 First Avenue North, City of Isanti, State of Minnesota, and **Linda Fransen,** Quiet Oaks Kennel, 25895 Lever St. NE, Isanti, Minnesota, 55040 (hereinafter "**Contractor**"), is made and entered into on the ____ day of March, 2016.

A. **Period of Agreement.**
City hereby agrees to hire Contractor to render services as a dog care provider (kennel services), and Contractor faithfully agrees to diligently perform such duties for the period from April 1, 2016 to March 31, 2019.

B. **Nature of Services.**
Contractor shall perform the services contemplated by this Agreement in a discreet, humane manner. Contractor is retained as an independent contractor to assist with the dog care for unleashed dogs picked up by Isanti City's Animal Control Officer and/or law enforcement within the City of Isanti. It is specifically made part of this Agreement that the nature of services to be provided by Contractor shall include the provision of a place for each dog to stay; together with the provision of food, water and walking/exercising the dogs. The Contractor will be responsible to contact the rescue party i.e. animal shelter, human society, etc. for pick-up, or shall transport all dogs to the vet at the end of the five days each unclaimed dog is to be held pursuant to City Ordinance and State Statute. If a dog that has bitten a person is impounded, that dog must be kept apart from other animals and observed for a period of 10 days pursuant to City Ordinance and State Statute, during which time the Contractor shall notify the City of signs of any transmittable diseases.

In the event of a dog bite, Contractor shall hold for ten (10) days pursuant to City Ordinance and State Statute; unless a release signed by the owner of the dog(s) is received authorizing euthanasia or disposal of the dog(s); and the owner has provided payment of all fees relating to the impoundment and kenneling of the dog(s).

It is understood, pursuant to this Agreement, that the Animal Control Officer shall bring all dogs caught directly to Contractor. Contractor will provide services for the City of Isanti seven days a week, twenty-four hours per day.

C. **Compensation**

Contractor shall receive Twenty Dollars **($10.00)** per day per dog for the provision of food, water and walking/exercising. This fee shall increase at the rate of Five Dollars **($5.00)** for each service year of the contract (April 1st to March 31st of the following year is a service year). Contractor shall also receive Thirty Dollars **($20.00)** for the transportation of a dog kept pursuant to this Agreement to the rescue party, shelter or Veterinarian at the end of five working days pursuant to City Ordinance and State Statute; or in the case of a dog bite to the veterinarian after ten working days. Contractor shall also be reimbursed the cost of medication for animal boarding services. Contractor shall provide proof of purchase of any said medication and verify which impounded dog

received said medication. Contractor shall receive no other benefits than the above referenced dollar amounts or items stated in this contract. This Agreement specifically excludes all benefits received by employees of the City. In the event Contractor finds a home for an unclaimed dog after its required holding period, Contractor shall contact City as to required charges to release said dog. Contractor must instruct said person to pay fees directly to City and show a paid receipt to Contractor prior to picking up the dog.

D. **Licensing and Certification.**
Contractor hereby agrees to maintain all Professional Licensing and Certification required by local, state and federal law, and/or Associations for Dog Catchers and Dog Kennels.

E. **Relationship of Parties**
The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved, specifically; the caring for dogs not restrained with City limits, and the conduct and control of the work will lay solely with the Contractor. Contractor is not to be considered an agent or employee of the City for any purpose, and the employees of the Contractor, if any, are not to be considered employees of the City, and are not entitled to any of the benefits that the City provides its employees. It is further understood that Contractor may perform services for other entities, as long as such relationship does not impede, or prohibit, the provision of services for City pursuant to this Agreement.

F. **Liability Insurance and Indemnification.**
The services to be performed by Contractor pursuant to this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the use and condition of tools and equipment used in the performance of Contractor's duties, efforts and work as dog care provider. Contractor shall be solely responsible for obtaining, at contractor's expense, liability insurance coverage naming the **City of Isanti** as additional insured, in an amount of not less than $1,000,000.00 insuring against personal injury or property damage for liability to third parties. Contractor further agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement, including costs and attorney's fees.

G. **Termination.**
City and Contractor may terminate this Agreement at any time by providing written notice of not less than sixty (60) days. Such notice shall be given to City at City offices. Such notice shall be given to Contractor at its place of business.

H **Facilities and Equipment.**
Contractor shall be responsible for providing all tools and equipment necessary to perform the duties of dog care provider. The City will not provide office space to Contractor for services as dog care provider. Contractor shall also provide appropriate kennels for the retention of dogs caught by Contractor until appropriate disposition can be made for each such dog retained.

I. **Accounting and Billing.**
Contractor agrees to provide to City at the end of each month a summary of all dogs cared for, and an itemization of charges for each such dog cared for by Contractor. City agrees to pay for such services each month and within 30 days of its receipt of each month's

billing from Contractor. City shall be responsible for collecting payments from any individual, or individuals, for retrieving their dog.

J. Business Records.
At all times during the course of the Agreement, and upon termination of this Agreement by either party, all files, documents and records relating to performance of dog caring by Contractor shall remain the property of City, and shall be provided to City at any time upon its request to Contractor.

K. Entire Agreement.
This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements or representations, whether written or oral.

L. Headings
Headings are for convenience only and are not a part of this Agreement.

CONTRACTOR	CITY OF ISANTI
_____	_____
Printed name of Contractor	Donald C. Lorsung City Administrator
_____	
Contractor Signature Date	

SPECIFICATIONS
KENNEL SERVICES
CITY OF ISANTI

Statement of Work
Provide kennel services as a dog care provider providing room and board for dogs impounded by the City of Isanti or the Animal Control Officer.

Services to be Provided
- Provided dog care services in a discreet and humane manner.
- Care for unleashed dogs picked up by Isanti City's Animal Control Officer and / or law enforcement within the City of Isanti.
- Assist in the pick up of unleashed dogs in the event the Animal Control Officer and / or law enforcement is unable to pick up an unleashed dog due to other emergency.
- Provide a place for each dog to stay.
- Provide food, water, and walking / exercising the dogs.

- Provide medication for the needs of any dogs in care of the provider.
- Transport all dogs to the vet at the end of the required number of days pursuant to State Statute for each unclaimed dog.
- Observe any dog for a period of ten (10) days (or pursuant to State Statute) that has bitten a person and is impounded; as well as keep the dog apart from other animals; and notify the City of signs of any transmittable diseases.
- Transport all unleashed dogs to the kennel that may have been picked up by law enforcement and are held in the City Garage.
- Provide kennel services seven (7) days a week, twenty-four (24) hours per day.

Equipment

- Provide all tools and necessary equipment.
- Provide appropriate kennels for the retention of dogs to be cared for.

Accounting, Billing, Business Records

- Provide to City at the end of each month a summary of all dogs cared for, and an itemization of charges for each such dog cared for.
- Files, documents, and records relating to performance of dog caring shall remain the property of the City, and shall be provided to the City at any time upon its request by the kennel provided.

Period of Contract

Contract shall run for a period from April 1, 2016 through March 31, 2019.

Licensing and Certification

Maintain all Professional Licensing and Certification required by local, state, and federal law, and / or Associations for Dog Catchers and Dog Kennels.

Liability Insurance and Indemnification

- Provide services at own risk.
- Assumes all responsibility for the use and condition of tools and equipment used in the performance of required duties, efforts and work.
- Carry liability insurance for an amount of not less than $1,000,000.00 and provide a certificate of said insurance as provided in the proposed contract with the City.
- Agree to an indemnification clause as provided within the contract between the City of Isanti and the kennel services provided.

Termination

Contractor must agree to a sixty (60) day termination clause as provided in a contract between the City of Isanti and the service provider

L.10.

RESOLUTION NO. 2016-

A RESOLUTION APPROVING PARTNERSHIP WITH PARTNERS IN HEALTHY LIVING

WHEREAS, the City of Isanti remains dedicated to increasing awareness of an active lifestyle in the Community; and,

WHEREAS, city staff received approval from the City Council on January 5, 2016, Resolution 2016-005 to apply for grants pertaining to the community and farmers markets; and,

WHEREAS, city staff have worked to find outside funding for the Community Garden construction; and,

WHEREAS, the City of Isanti has worked successfully with Partners in Healthy Living in the past, and would like to continue partnering in order to seek mini-grants up to $1000;

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

1. Approve the partnership of the City of Isanti with Partners in Healthy Living.
2. Authorize the Public Services Director and Community Events Coordinator to sign the required documents to uphold the partnership agreement.

Adopted by the Isanti City Council on this 15th day of March 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

RESOLUTION AUTHORIZING PURCHASE AND PLACEMENT OF NEIGHBORHOOD WATCH SIGNS

WHEREAS, the City Council approved the process and placement of Neighborhood Watch signs within the City; and,

WHEREAS, a request has been received from the Neighborhood Watch Group in the Palomino SE area, Palomino Acres, for placement of signage identifying their area as a Neighborhood Watch Area; and,

WHEREAS, the Neighborhood Watch Group has agreed to pay for the cost of signage (signs/posts) if the City agrees to their ordering and placement; and,

WHEREAS, staff concurs with the request for ordering and placement of 2 signs at the street entrances to those areas; and,

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

1. Directs City staff to get a quotation for signage and forward the cost of said signage to the authorized representative of the Neighborhood Watch Group. Upon payment to the City of the full cost of such signage, the City Council authorizes purchase of signage materials by City staff.

2. Upon receipt of said signage by the City, the City Council authorizes placement of such signage on existing posts by the Public Works Department at the street entry points of the neighborhood, in the right-of-ways of Pinto Lane SE and Appaloosa Lane SE.

This resolution was duly adopted by the Isanti City Council this 15th day of March 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and Members of the City Council**
From: Josi Wood, Public Services Director
Date: March 15, 2016
Subject: A Resolution to Declare Certain Property as Surplus and Authorize Its Disposal

---

Background:
Public Works has accumulated many miscellaneous items that need to be disposed of. These items are as follows.

Scrap

Iron and Steel leftover from repairs
Old Signs (Steel)
Old Signs (Aluminum)
Old Meter Bodies (Brass)

Per policy, Resolution 2009-078, based on current pricing, Public Services Director obtained three (3) quotes and recommends taking the scrap metal to Northern Metal recycling in St. Cloud. Any items that cannot be taken as scrap will be disposed of.

Paint

Various paint from past projects and donation have accumulated at the Public Works facility.

Per policy, Resolution 2003-014, staff will post the paint as surplus in local publications. Should no offers come in, staff will dispose of the paint through the County wide hazardous waste facility and pay the fee that results.

Requests:
Staff is requesting action to approve the disposal of scrap and surplus paint per Resolution.

Attachment:

- Resolution 2016-XXX

RESOLUTION NO. 2016-XXX

A RESOLUTION TO DECLARE CERTAIN PROPERTY AS SURPLUS AND AUTHORIZE ITS DISPOSAL

WHEREAS, on occasion the City of Isanti incurs supplies and equipment that is no longer of use for departments within the City; and,

WHEREAS, this property is considered surplus property; and,

WHEREAS, it has been determined that the Public Works Department has scrap metal that is of no use to the City; and,

WHEREAS, Resolution No. 2009-078 provides guidelines for the disposal of scrap metal and Resolution No. 2003-014 provides guidelines for the disposal of surplus property;

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

1. To declare scrap metal which includes but not limited to: old iron from repairs, aluminum signs, steel signs and old meter parts, located at the Public Works Facility as surplus property and authorize for its disposal.
2. To declare paint that was either obtained to the City or leftover from City projects which are located at the Public Works Facility as surplus and post notice. Should the public not make an offer, staff will take the paint to be disposed of properly to a hazardous waste facility and pay the subsequent fee.
3. The Public Services Director shall have the authority to sign all necessary paperwork to allow for the process for the disposal of surplus property identified per this Resolution.

This resolution was duly adopted by the Isanti City Council the 15th day of March 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

MEMO L.13.

To: **Mayor Wimmer and City Council Members**

From: Don Lorsung, City Administrator

Date: March 9, 2016

Subject: Award Quote for Portable Toilet Services

A request for quotes was placed in the Official Newspaper and posted for Portable Toilet Services for the City. The service is for a period of two years; from April 1, 2016 through March 31, 2018.

Three quotes were received for the service and they were from Jimmy's Johnnys, Absolute Portable Restrooms and Onsite Sanitation.

A summary of the quotes received for the services is provided in the following table. Appendix A represents City Parks, Farmers Market and Street Dance Units. In the past, organizations had inquired if their organization would have the ability to use the quotes provided for the City. To accommodate this request by the organizations, the specifications provided that the contractor submit quotes for the organizations as provided within Appendix 'B' (BMX Association, C-I Soccer Association, & Redbirds Association) and Appendix 'C' (City and/or North 65 Chamber of Commerce for City Civic Events) of the contract.

QUOTER	**QUOTE AMOUNT**						
	Appendix 'A" Handicap Units Seven (7)	**Appendix 'A' Regular Unit Two (2)**	**Appendix 'A' Regular Unit – Dec. thru Feb.**	**Appendix 'A' Handicap Unit Farmers Market May thru Sept.**	**Appendix 'A' Reg(5) Handi (1) Street Dance Weekends**	**Appendix 'B'**	**Appendix 'C' Weekend Portable**
Jimmy's Johnnys, Inc. North Branch, MN	$840 /mo	$115 /mo	$57.50/mo	$120 /mo	Handicap- $115 /wkend Regular – $275 /wkend	Handicap – $120 /mo Plus tax Regular $57.50 /mo Plus tax	Handicap - $115/unit $ 0/extra service Plus tax Regular $55 /unit $ 0 /extra service Plus tax
Absolute Portable Restrooms Cambridge MN	$700 /mo	$130/mo	$65/mo	$100/mo	Handicap- $75/wkend Regular – $250/wkend	Handicap - $100 /unit Plus Tax Regular $ 65 /unit Plus Tax	Handicap - $75/unit Plus Tax Regular $50 /unit Plus Tax

Onsite Sanitation St. Paul, MN	$1,015/mo	$144/mo	$72/mo	$145 /mo	Handicap- $310 /wknd Regular – $135/wknd	Handicap- $145 /unit $33.83/extra service Plus Tax Regular $72 /unit $16.82 extra service Plus tax	Handicap- $135/unit $33/extra service Plus tax Regular $62/unit $33/extra service Plus tax

Staff Recommendation:

In review of the quotes received, staff recommends awarding the Portable Toilet Services to Absolute Portable Restrooms as the lowest responsible quoter and authorization to enter into a contract for the service.

RESOLUTION NO. 2016-

A RESOLUTION AWARDING QUOTE AND AUTHORIZING TO ENTER INTO A CONTRACT FOR PORTABLE TOILET SERVICES

WHEREAS, the City of Isanti has determined it is in the city's best interest to receive quotes for portable toilet services and enter into a two year contract for said services; and

WHEREAS, the specifications provided to obtain quotes for

WHEREAS, an ad was placed in the official newspaper requesting quotes for Portable Toilet Services; and

WHEREAS, three quotes were received and are as follows:

BIDDER	**BID AMOUNT**						
	Appendix 'A" Handicap Units Seven (7)	**Appendix 'A' Regular Unit Two (2)**	**Appendix 'A' Regular Unit – Dec. thru Feb.**	**Appendix 'A' Handicap Unit Farmers Market May thru Sept.**	**Appendix 'A' Reg(5) Handi (1) Street Dance Weekends**	**Appendix 'B'**	**Appendix 'C' Weekend Portable**
Jimmy's Johnnys, Inc. North Branch, MN	$840 /mo	$115 /mo	$57.50/mo	$120 /mo	Handicap- $115 /wkend Regular – $275 /wkend	Handicap – $120 /mo Plus tax Regular $57.50 /mo Plus tax	Handicap - $115/unit $ 0/extra service Plus tax Regular $55 /unit $ 0 /extra service Plus tax
Absolute Portable Restrooms Cambridge MN	$700 /mo	$130/mo	$65/mo	$100/mo	Handicap- $75/wkend Regular – $250/wkend	Handicap - $100 /unit Plus Tax Regular $ 65 /unit Plus Tax	Handicap - $75/unit Plus Tax Regular $50 /unit Plus Tax
Onsite Sanitation St. Paul, MN	$1,015/mo	$144/mo	$72/mo	$145 /mo	Handicap- $310 /wknd Regular – $135/wknd	Handicap- $145 /unit $33.83/extra service Plus Tax Regular $72 /unit $16.82 extra service Plus tax	Handicap- $135/unit $33/extra service Plus tax Regular $62/unit $33/extra service Plus tax

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

1. The City Council hereby awards the bid to Absolute Portable Restrooms as the lowest and most responsible bidder.

2. That the City Administrator is hereby authorized to enter into a contract with Absolute Portable Restrooms for the provision of portable toilet services for the City of Isanti for a two (2) year period starting April 1, 2016 and ending March 31, 2018.

3. That a copy of the said contract is attached to this resolution that provides for the responsibilities of both parties for the service.

4. That Absolute Portable Restrooms (contractor) shall submit monthly statements for services provided in a given month to the city and receive compensation in the amounts as provided within the attached contract.

This resolution was duly adopted by the Isanti City Council this 15th day of March 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

(SEAL)

CITY OF ISANTI

CONTRACT FOR PORTABLE TOILET SERVICES

This agreement is made as of the ____ day of _____, 2016, between the City of Isanti, a Minnesota Municipal Corporation **("City")**, and _____ **("Contractor")**. The **City** and the **Contractor** agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a standardized portable toilet servicing procedure for portable toilet units placed on City property.

SECTION 2. SERVICES TO BE PERFORMED

A. The **Contractor** shall provide portable toilets and service the units as listed on Attachment 'A'.

B. The **Contractor** shall not be required to service the portable toilets on State of Minnesota legal holidays; provided, however, that service shall occur on the routes reasonably in advance thereof or thereafter as the **City** and **Contractor** may agree so that the schedule can be completed regardless of a holiday.

SECTION 3. TERM OF CONTRACT

A. The term of this **Contract** shall be April 1, 2016 through March 31, 2018.

SECTION 4. CONTRACTOR'S EQUIPMENT

A. All vehicles used by the **Contractor** to service the portable toilet units placed on municipal properties shall be painted and marked uniformly and shall be identified on both sides of the cab. All required equipment to service the units shall be maintained in good usable condition on each vehicle.

B. The **Contractor** shall make all collections of materials in vehicles with closed tops so that contents will not spill or leak. All of the **Contractor's** vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to service the units.

C. The **Contractor** shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition. Cabs shall be cleaned daily and the exterior of the vehicle shall be thoroughly washed at least one time per week. All of the **Contractor's** equipment is subject to periodic inspection by the **City**.

SECTION 5. CONTRACTOR'S OPERATIONS

A. The **Contractor** shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the

hours of 8:00 a.m. and 5:00 p.m. on all days of service as specified herein. The address and telephone number of the office shall be given to the **City** in writing. Any changes in address and telephone number of the office shall be given to the **City** in writing at least ten (10) working days prior to such change. An emergency contact phone number for evenings, holidays and weekends to address emergency events shall be provided to the **City**.

B. Complaints on service will be taken and collected by the **City** in addition to those received at the **Contractor's** office. The **City** will notify the **Contractor** of all complaints it receives. The **Contractor** is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the **Contractor** and reported monthly to the Public Services Director. All complaints shall be answered by the **Contractor** courteously and promptly.

C. The **City** shall notify the **Contractor** by 12:00 noon on the day following the scheduled service of any missed stops. The **contractor** is required to service such locations before 5:00 p.m. on the date of notification.

D. The **Contractor's** employees shall handle all servicing of the units with reasonable care to avoid any spillage or leakage to occur. Any spillage or leakage shall be immediately cleaned up.

E. The performance of the Contract shall be done by the **Contractor** utilizing such equipment and work methods as are adequate to insure proper and satisfactory collection and disposal of the materials at all times. **Contractor's** failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, which on other work might be regarded as "acts of providence".

SECTION 6. COMPENSATION

The **City** will compensate the **Contractor** for the rental and servicing of portable toilets located on designated municipal property as set forth in Attachment A and the Quote Form that was submitted by the **Contractor**, attached hereto and made a part hereof.

The **Contractor** will look to the particular entity receiving services under this contract as set forth in Appendix 'B' or Appendix "C" attached hereto and made a part hereof for compensation due from such entity for the rental and servicing of portable toilets for the benefit of that entity. The **City** will not be responsible for payment of services and servicing of toilets provided at the request of said entities; however said entities shall be entitled to receive services from the **Contractor** at the pricing set forth in Appendix 'B' or "C" at any time during the term of this contract.

The **Contractor** will provide rental and servicing of portable toilets for Special Events sponsored in whole or in part by the Isanti Area Chamber of Commerce at the pricing set forth in Appendix 'C' attached hereto and made a part hereof. The Chamber may designate the number and location of portable toilets needed and shall be solely responsible for payment of all compensation due the Contractor for the services so requested. The **City** shall have no responsibility for payment for the rental and servicing of portable toilets requested by the Chamber under this contract.

SECTION 7. LIABILITY INSURANCE / INDEMNIFICATION

The **Contractor** shall indemnify and hold harmless the **City** and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this **Contract** by the **Contractor**, its employees, agents or subcontractors. **Contractor** will

carry, for the duration of this Agreement, liability insurance coverage and shall provide a Certificate of Liability Insurance to the City and shall name the **City of Isanti** as an additional insured, an amount of not less than $500,000.00, insuring against personal injury or property damage for liability to third parties. The **Contractor** shall provide a copy of his license to haul as authorized and approved by Isanti County.

SECTION 8. TERMINATION

The **City** shall have the right to terminate this Contract prior to the expiration of its term if in the **City's** opinion; there has been a breach of its terms by the **Contractor**.

SECTION 9. PENALTIES AND DAMAGES

A. Failure by the **Contractor** to perform under this Contract, may result in its termination and/or claims by the **City** for damages.
B. In the event of breach of this Contract by the **Contractor**, or proven negligence by the **Contractor**, the **Contractor** agrees to pay, in addition to the actual damages sustained by the **City** as a result thereof, the cost, including reasonable attorney's fees incurred by the **City** in pursuing any of its rights under this Contract.

SECTION 10. SUCCESSORS AND ASSIGNS

The **Contractor** binds itself, its successors, executors, administrators and assigns to the **City** in respect to all covenants of this Contract, except that the **Contractor** shall not assign or transfer any part of its interest in this Contract nor shall the **Contractor** assign any moneys due, or to become due, without the **City's** written consent.

SECTION 11. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 12. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 13. ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has replied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 14. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

The representative of _____ hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

This contract for refuse service for municipal facilities is hereby entered into on the ____day of _____, 2016, between _____ and the City of Isanti for the period from April 1, 2016 through March 31, 2018.

_____

Printed Name of Authorized Contractor Representative

_____

(Signature of Contractor)

_____

Date

_____

Donald C. Lorsung
City Administrator

Attachment A

Specifications for Portable Toilet Service for Isanti Municipal Public Parks

1. **Parks – Handicap Units - April – October, $ 700.00 per month (7 units - Service weekly)**
   - Unity Ball Field (Unity & 3rd Avenue)
   - Mattson Park (5th Ave & Main St)
   - Isanti Tot Lot – As Needed (6th Ave & Cedar St)
   - Riverside Park – As Needed (Rum River Dr NW & Hillock St)
   - Bluebird Park (201 Isanti Parkway)
   - Rum River Meadows Park (1108 South Passage)

2. **Parks – Regular Unit – April – October, $ 130.00 per month (2 units – Service Weekly)**
   - VFW Park (RR Ave & Palomino Rd)
   - Bluebird Park (201 Isanti Parkway)

3. **Parks – Regular Unit – December – February, $ 65.00 per month (1 unit – Service Weekly)**
   - Bluebird Park (201 Isanti Parkway) – for ice rink

4. **Farmer's Market – Handicap Unit – May-September, $ 100.00 per month (1 unit – Service Weekly)**
   - Eagle Park (18 Broadway Street NW)

5. **Street Dances – Regular Units – (Dates Vary – June to August) $ 250.00 per weekend (5 units – Daily Service), Handicap Unit $75.00 (1 unit – Daily Service)**
   - First Avenue (location between Main Street and Broadway)

4. **Additional Services/Organizations –Handicap $100.00 per month each, Regular $65.00 per month each (both weekly service), Chamber/City Events Weekends, Handicap $75.00 each (daily service), Regular $50.00 each (daily service)**
   - The Contractor provides the bid amount for portable toilets to the following Associations and/or events:
     - BMX Association
     - Cambridge-Isanti Soccer Association
     - Redbirds Association
     - Chamber of Commerce for City events:
       - Jubilee Days
       - And/or Other Events
   - The Associations shall independently contract for portable toilet services with the vendor.

5. **Term of Contract and Insurance**
   - The Contract Term shall be two (2) years; from April 1, 2016 to March 31, 2018
   - A Certificate of Insurance shall be required naming the City of Isanti as Additional Insured

L.14.

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: March 7, 2016

Subject: Purchasing Policy Addendum – Environmental Sustainability

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Staff has been working on a number of Green Step Initiatives. One of these is an addendum to the City Purchasing Policy to encourage and increase purchasing of goods, as practical and within defined purchasing parameters, which reflect the City's commitment to sustainability. The Finance Committee has reviewed the proposed policy and is recommending its adoption.

Attached for your consideration is a Resolution Adopting the Environmental Sustainability Purchasing Policy. A copy of the proposed policy is attached to the Resolution.

RESOLUTION 2016-_____

A RESOLUTION ADOPTING AN ADDENDUM TO THE CITY PURCHASING POLICY – ENVIRONMENTAL SUSTAINABILITY

WHEREAS, the City of Isanti is participating in the Green Steps Program; and

WHEREAS, a program supports and encourages purchasing of goods that reflect the City's commitment to environmental sustainability; and

WHEREAS, an Addendum to City Purchasing Policy has been prepared that provides guidelines to follow in purchasing as practicable to meet Green Step Program initiatives. The policy has been developed and reviewed with City Department Heads; and

WHEREAS, the proposed policy has been reviewed by the Finance Committee and is being recommended for adoption by the City Council;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota, hereby approves the Addendum to the City Purchasing Policy as amended and attached as 'Exhibit A'.

This Resolution is hereby approved by the Isanti City Council this 15th day of March 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

'Exhibit A'

Addendum to City Purchasing Policy
Environmental Sustainability

I. PURPOSE AND NEED FOR POLICY The goal of this policy is to encourage and increase purchasing that reflects the City's commitment to sustainability. This Policy promotes:

- Conserving natural resources
- Minimizing environmental impacts, such as pollution
- Supporting strong recycling markets
- Increasing the use and availability of environmentally preferable products that protect the environment
- Rewarding manufacturers and vendors that reduce environmental impacts in their production and distribution systems
- Creating a model for successfully purchasing environmentally preferable products that encourages other purchasers in our community to adopt similar goals
- Lowering overall costs by addressing full cost accounting (purchase, maintenance, disposal, staff time, and labor)
- Leveraging buying power

II. POLICY The following guidelines are to be followed as practicable by the City of Isanti:

1. Recycled Paper Products and Recycled-Content Products. Per Minnesota Statute 16B.122 and per the Federal Environmental Protection Agency's (EPA) requirements, the City of Isanti will endeavor to purchase paper products containing the highest postconsumer content practicable, but no less than 30% recycled-content for copy paper (which is the minimum recycled content standard established by the EPA Comprehensive Procurement Guidelines: www.epa.gov). The City should purchase other products made with recycled material whenever possible and economically feasible.

2. Waste Minimization. The City should buy in bulk whenever practicable to reduce packaging. Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist.

3. Energy Saving Products. All appliances and products purchased by the City, for which the US EPA Energy Star certification is available, will meet Energy Star certification, provided such products are available and financially feasible (www.energystar.gov). This would include lighting systems, exhaust fans, water heaters, computers, exit signs, and appliances, such as refrigerators, dishwashers, and microwave ovens.

4. Water Saving Products. Water saving products purchased by the City will meet the WaterSense certification when such products are available and financially feasible (www.epa.gov). This includes, but is not limited to, high-performing fixtures, such as toilets, waterless urinals, low-flow faucets and aerators, and upgraded irrigation systems.

5. Cleaning Products. Cleaning products purchased by the City will meet Green Seal, EcoLogo, and/or U.S. EPA Design for the Environment cleaning product standards, if such products are practicable, available, and perform to an acceptable standard.

6. Lighting. The City should purchase and install LED lighting on any new construction, retrofits, remodels or replacement projects, including street lighting.

III. PROCEDURE When purchasing products and services for the City, staff will:

- Ensure that specifications support the use of reusable, recycled, or environmentally preferable products by following these guidelines.
- Evaluate environmentally preferable products to determine the extent to which they may be used by the department and its contractors.
- Facilitate data collection on purchases of designated environmentally preferable products by the department in order to determine the effectiveness of the products and services.
- Use a standard of accepting a 10% increased cost for these items. Financial incentives should be taken into consideration in cost comparisons. Authorization from the Finance Committee is required if the additional cost to buy the environmentally preferable product is greater than $1,000. (It is recognized that these costs may be more expensive in the near term, but usage will contribute to a lowering of costs over time for environmentally sustainable products and services).

IV. RESPONSIBILITY All City departments are responsible for implementation of this policy and to ensure their respective employees are fully aware and supportive of the City's policy to purchase environmentally preferable goods and services. City staff will implement these guidelines in conjunction with the city's normal purchasing procedure and with consideration of the above price differential

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK III TO EMILY CAVALLARO

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Liquor Store Part-Time Clerk III position; and

WHEREAS, the Interviewing Panel selected Ms. Emily Cavallaro as the most qualified candidate for the open Part-Time Clerk III position.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Liquor Store Part-Time Clerk III position to Ms. Emily Cavallaro for the City of Isanti and that she shall be eligible to start in that position effective March 16, 2016.
2. That Ms. Emily Cavallaro shall start at Step 1 of the Wage Scale at $12.98/hr.
3. That Ms. Emily Cavallaro shall be on probationary status per the Personnel Policy in the position of the Part-Time Clerk III position effective March 16, 2016, or her start date, whichever is later.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources can work with the Liquor Store Manager to fill Cavallaro's previously held part-time clerk position.
6. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 15th day of March, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
March 2, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:22 p.m.

a. Pledge of Allegiance

b. Roll Call

Members Present:	Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and George Wimmer
Members Absent:	Tara Hallberg (excused), Adam Johnson
Staff Present:	Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented.

2. Approval of Agenda

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

3. Approve Minutes of February 2, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for February 2, 2016. Motion carried unanimously.

4. Other Business / Updates

Economic Development Director Sullivan highlighted the Staff Memo. He shared that a Developer was working on a 24 unit senior memory care project and that he anticipated a site plan to be submitted within the next few months. He also indicated that new hearing aid business (HearsWell) had moved into the former Gental Dental site in Historic downtown Isanti. Sullivan passed out a Local Market Update relating to housing that outlined median and average sales prices and housing inventory in Isanti and Cambridge. The numbers showed a pretty strong marketing in Isanti with values on the rise.

President Wimmer updated the EDA about the progress and methodology of the rate study. He indicated that he was hopeful that rates could be reduced but that more work was needed to be done before a clear picture of the impacts could be reached. He wanted to make sure the plan addressed

the issues now and provided a sustainable path into the future. He echoed the information in the Market report and indicated that values were indeed on the rise and that this was a good document to reference when speaking to taxpayers to show the trend.

Commissioner Lundeen warned against the volatility of the housing market. It said it has up and downs and is unpredictable. Right now it is very strong but it could change quickly. He also referenced the 2 new dental clinics in Cambridge and that we should try to get on here.

Commissioner Dragisich indicated the affordable housing is really the main driver for the investment in Isanti. Gas prices at current levels are helping matters

a. Business Prospects
b. GPS 45:93
c. EDAM
d. Clerk, Administrators and Developers Meeting – 2.25.16
e. ISD 911 Business Advisory Committee – 2.25.16
f. NLX Steering Committee Update
g. Business Meetings
h. 100 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

5. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:40 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 2nd day of March, 2016.

Respectively Submitted,

_____

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
MARCH 8, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice) and Cindy Lind-Livingston (provided prior notice)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from February 9, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Bergley to approve the February 9th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Bergley asked if the apartments were more than 350 feet away. Achman stated that they were.

Traver stated that the only business close would be the daycare and the lights shouldn't be an issue for them.

Lundeen stated the lights wouldn't be any different than the parking lot lights. Achman confirmed that the same lights that are in the parking lot will be used for the volleyball courts; however, there will be four on one post.

Bergley asked for confirmation that the lights would be hooded. Achman stated they would be. Bergley further described how the lights at Redbird Field tend to spread out all over the place and asked if the lights would be as high as those. Achman stated the lights would be as high as the ones currently in the Wintergreen's parking lot. Bergley asked of the hood on the lights would prevent the light from spilling out to other properties. Achman stated these lights are not like the globed lights without a hood that tend to spill light all over. The hood directs the light downward.

There was no one in the audience to speak on the item. Cesafsky closed public hearing.

Motion by Kennedy second by Lundeen to recommend approval of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota. Motion carried unanimously.

4. Other Business.

A. Legal Issues for Planning Commissioners.

A 75 minute webinar offered through the American Planning Association was presented to the Planning Commission.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the March 8th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 8:21 p.m.

Dated at Isanti, Minnesota this 8th day of March 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

M.3.

Isanti Police Department Monthly Report

February 2016

Reported Crime	Month to Date	Year to Date
Theft	8	18
Assault	1	5
Vandalism/Damage to Property	5	9
Narcotics	3	5
Burglary	2	5
Domestics	3	12
Crim Sex	0	0
Robbery	0	0
Loud Party/Disturbance	4	7
Medical	26	46

Traffic Offenses	Month to Date	Year to Date
No Insurance	3	6
DUI	0	0
Accidents	4	10
Hit & Run	0	1
Warrant P/U	5	8
Speed	7	12
DAR/DAS	0	1
Administrative Citations (Including Speed)	7	8

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	22,972	847	1,700
Dodge 222	96,817	1,584	2,955
Dodge 225	148,738	1,817	4,330
Chevy Silverado 224	112,170	171	307
Chevy Silverado 220	98,083	255	609
Chevy Impala 223	76,200	350	567

CEZT SCORE CARD

FEB 2016

CEZT SCORECARD		<<<2016	2015>>>				
CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	***70***	**20**	**415**	***398***	***382***	***349***	***316***
TOTAL OPEN CASES	**42**	**9**	**15**	**3**	**59**	**59**	**62**
VIOLATIONS CLOSED THIS PERIOD	**12**	**11**	**3**	**61**	**48**	**24**	**37**
NEW ISSUES THIS PERIOD	50	**20**	**13**	16	38	33	46
CAN-Proh Animals			0				
CCV-Comm Vehicle Storage		1	0				
CDO--Dogs			0				
CPA-Park & Store	47	18	398	8	28	12	10
CSN-Snow Removal			3				
CSP-Solicitors/Peddlers			61				
CST--Fish Houses, PODS, Rolloffs			16				
NEX-Exterior Structure, Paint/Repair	1	1		1	1	1	
NGA-Garbage Service & Storage						1	
NGR--Grass Length						15	34
NJU--Junk/Brush	2		8	6	6	5	2
NUV-Unlicensed vehicle or missing plates					2	2	
ZAC-Accessory Building							
ZFE-Fence					1		
ZTD--Temporary Dwelling			1			1	
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	54	20	6		0	0	0
Administrative Citations Issues/period	3	1		15	44	44	50
Criminal Citations Issued/period				5	0	2	3
Abated Properties/Period					0	0	0
Admin Hearings Requested					0	0	0
Admin Hearings Held w positive judgement					0	0	1
Criminal trials w positive judgement					0	0	1
					0	0	0
AVERAGE TIME TO COMPLIANCE	11	18	28	28	67	94	83

M.4.

CITY OF ISANTI MONTHLY REPORT

February 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	1	2	$0.00	$0.00	$1.00	$2.00	$80.00	$160.00		
Decks	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Basement Finish	2	5	$15,000.00	$36,364.00	$8.50	$15.93	$518.07	$1,331.52		
Addtns. Remodel	1	1	$6,776.86	$6,776.86	$3.38	$3.38	$147.50	$147.50		
Garages	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Miscellaneous	12	19	$2,000.00	$22,639.00	$12.00	$19.00	$1,080.00	$1,790.00		
Single dwellings	7	7	$1,079,315.24	$1,079,315.24	$539.64	$539.64	$14,798.95	$14,798.95		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	9	16			$9.00	$16.00	$675.00	$1,205.00		
Plumbing	7	11			$7.00	$11.00	$955.00	$1,420.00		
									$55,881.00	
Resid. Totals	**39**	**61**	**$1,103,092.10**	**$1,145,095.10**	**$580.52**	**$606.95**	**$18,254.52**	**$20,852.97**	**$55,881.00**	**$55,881.00**
Commercial										
New Buildings	1	1	$2,500,000.00	$2,500,000.00	$1,250.00	$1,250.00	$19,728.64	$19,728.64		
Addtns./Remodel	0	1	$0.00	$38,000.00	$0.00	$19.00	$0.00	$912.03		
Plumbing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Tenant Change/Fill	3	4	$0.00	$0.00	$3.00	$4.00	$407.00	$507.00		
Comm. Totals	**4**	**6**	**$2,500,000.00**	**$2,538,000.00**	**$1,253.00**	**$1,273.00**	**$20,135.64**	**$21,147.67**	**$0.00**	**$0.00**
Resid. Plus Comm. Totals	**43**	**67**	**$3,603,092.10**	**$3,683,095.10**	**$1,833.52**	**$1,879.95**	**$38,390.16**	**$42,000.64**	**$55,881.00**	**$55,881.00**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD February 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	15	0	0	0	$45,067.00	$1,830.70	$0.00
2013	16	0	0	0	$33,188.00	$1,777.61	$0.00
2014	45	0	0	0	$60,616.00	$5,500.93	$0.00
2015	30	4	0	0	$911,705.00	$14,568.24	$31,932.00
2016	67	7	0	1	$3,683,095.10	$42,000.64	$55,881.00

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,610.48
February	43	$3,603,092.10	$38,390.16
March	0	$0.00	$0.00
April	0	$0.00	$0.00
May	0	$0.00	$0.00
June	0	$0.00	$0.00
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	67	$3,683,095.10	$42,000.64

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

M.6.

MEMORANDUM

Date: March 9, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) **City Hall Parking Lot Expansion**

The Contractor will move forward on the alley work within the railroad easement this spring.

2) **Community Garden Park Improvements**

We will design the parking lot and trail to the Rum River this winter anticipating spring construction.

3) **Railroad Avenue Pond Improvements**

The contractor has completed the pond excavation and installed topsoil and erosion control blanket. The remaining storm sewer work and street patch will be constructed this spring.

4) **Watermain Loop Improvements**

We have designed plans for a watermain loop to the Isanti Middle School. We will coordinate obtaining required easements and permits.

5) **Wastewater System Improvements**

The MPCA should complete their review of the plans and approve the required permitting this month.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, APRIL 5, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. Week of the Child - April 10 through April 16, 2016
2. Commendation to Karissa Henning, Human Resources/City Clerk

F. Approve City Council Minutes
1. March 15, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Tuesday, April 12, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, April 19, 2016 at 7:00 p.m.
3. Parks, Recreation, and Culture Board Meeting	Tuesday, April 26, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings - None

K. Business Items
1. Resolution Approving a Special Event Request for a Run/Walk for the Isanti Intermediate School and School for All Seasons
2. Resolution Approving a Special Event Application for the Cambridge-Isanti Soccer Club Kohls Cup
3. Consider Rum River BMX Association Special Event Requests
   a. Resolution Approving a Special Event Application for the Land O' Lakes National Event, May 13 -15, 2016
   b. Resolution Approving a Special Event Application for the State Champion Race and Olympic Day Event, June 25-26, 2016
   c. Resolution Approving a Special Event Application for the MN State BMX Finals, August 26-28, 2016
   d. Resolution Approving a Special Event Application for the Double Point BMX Racing Event and College Scholarship Fundraiser, October 29-30, 2016
4. Consider Resolutions to Accept Bids for River Bluff Preserve Park Improvements for a Parking Lot, Water Line and Trails *(Mayor Wimmer)*
   a. Resolution Awarding the Bid for the Parking Lot For River Bluff Preserve
   b. Resolution Awarding the Bid for the Water Line for the Community Garden in River Bluff Preserve
   c. Resolution Awarding the Bid for the Trails for River Bluff Preserve
5. City of Isanti Organizational Chart 2016- 2020 (*Mayor Wimmer*)
6. Resolution Approving to Increase the Part-Time Community Events and Parks Coordinator Position to a Full-Time Position; Approving the Amended Job Description, Pay, and Points; and Promoting

Part-Time Community Events and Parks Coordinator Katie Everett to the New Full-Time Community Events and Parks Coordinator Position *(Mayor Wimmer)*

7. Resolution Promoting Public Services Director Josi Wood to Public Services Director/ Assistant City Administrator and Approving an Amended Job Description, Pay Range, and Points (*Mayor Wimmer*)
8. Resolution Removing a City Councilor from City Boards and Commissions (*Mayor Wimmer*)
9. Resolution Authorizing Hiring Recommendations to go to Council Prior to the Completion of Background and Reference Checks to Expedite the Hiring Process *(Mayor Wimmer)*

City Administrator Don Lorsung

10. Resolution Authorizing the Movement of Certain Fund Balances
11. Resolution Adopting a Fund Balance Policy for Water Fund 601 and Sewer Fund 602
12. Resolution Approving an Operating Agreement between the City of Isanti and the Cambridge-Isanti School District for the Use of the River Bluff Preserve and the Community Garden
13. Resolution Approving the Purchase of a Server for the Finance Department
14. Resolution Approving the Purchase of Employee Replacement Computers

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $302,539.85 and Payroll in the Amount of $93,939.30
2. Final Meeting Minutes of the February 23, 2016 Parks, Recreation and Culture Board Meeting
3. Resolution Acknowledging Permanent Employee Status for Community Events and Parks Coordinator Katie Everett
4. Resolution Accepting the Resignation of Human Resources/City Clerk Karissa Henning
5. Resolution Authorizing the Chief of Police to Purchase and Install the Interview Room Video and Audio Recording System
6. Resolution Authorizing the Sale of Seized/Forfeited Firearms to S.H.R. Sales and to Purchase New, Modern Shotguns
7. Resolution Authorizing the Purchase of a New Panasonic Toughbook CF-31 Computer for a Squad Car
8. Resolution Offering the Position of Police Officer to Brian Saba
9. Resolution Authorizing Language Changes to Update Several Police Department Policies
10. Resolution Authorizing Staff to Accept a Donation from Allina Health for up to Four Res-Q-CPR System Devices
11. Resolution Approving an Amendment to the Personnel Policy Section 13, Employee Education & Training
12. Resolution Approving the Extension of the City Hall Server Warranty to February 2018
13. Resolution Approving Funding for the Public Services Director Josi Wood to Attend Training on Municipal Engineering Fundamentals
14. Resolution Authorizing a Memorandum of Understanding (MOU) with PDL Properties, LLC
15. Resolution Approving Specifications and Authorizing the Request for Quotes for Electrical Maintenance Services
16. Resolution Accepting the Resignation of Administrative Data Clerk Carla Scharber
17. Resolution Accepting the Resignation of Finance Director Brenda Frechette
18. Resolution Offering the Seasonal Parks Maintenance Positions to Greg Rambow and Justin McDonough
19. Resolution Adopting an Amendment to the Policy on Naming Parks
20. Resolution Approving the State of Minnesota Joint Powers Agreements with the City of Isanti on Behalf of its City Attorney and Police Department

M. Other Communications - None

Adjournment

Proclamation by Mayor George A. Wimmer

Week of the Young Child™

Whereas, many local organizations in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child™, April 10th - April 16th; and,

Whereas, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Isanti, MN; and,

Whereas, teachers and others who make a difference in the lives of young children in Isanti, MN deserve thanks and recognition; and,

Whereas, public policies that support early learning for all young children are crucial to young children's futures.

I, George A. Wimmer, Mayor of the City of Isanti do hereby proclaim April 10th - April 16th as the Week of the Young Child™ and encourage all citizens to work to make a good investment in early childhood in Isanti, MN.

_____

Mayor George A. Wimmer

CITY OF ISANTI
CITY COUNCIL MEETING
Tuesday, March 15, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Adam Johnson

Staff Present: City Administrator Don Lorsung, City Attorney Clark Joslin, Human Resources/City Clerk Karissa Henning, Police Chief Gene Hill and Assistant City Engineer Jason Cook

D. Adopt Agenda

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

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. March 2, 2016 – Regular Meeting of the City Council

Motion by Lundeen second by Bergley to approve the Regular City Council Meeting Minutes of March 2, 2016 as presented

G. Citizens Input
None

H. Announcements
Announcements were read

I. Council Committee Reports
Bergley stated that he, Lorsung and Sullivan had attended the Icicle Committee Meeting where the GIS system was discussed. He remarked that it sounded as though Cambridge would go ahead and do their own updating. Having conferred with Lorsung, Achman, and Wood, Bergley reported that the consensus was that the City is not ready to move forward on its own. Lorsung stated that the County has layers that the City does have information on; however, the County will not be updating those layers for the cities anymore. Lorsung recognized that it would take additional resources for the County to do

so. Lorsung re-stated that Cambridge has decided to go at it alone and at some point in the future the City of Isanti may be impelled to either go at it alone or, perhaps, look at a partnership. The Mayor observed that what the County needs in terms of a GIS system is very limited compared to the requirements of the cities where infrastructure, etc. would want to be included. The Mayor remarked that one of options that had been discussed was doing a web-based GIS and indicated that discussions would continue into the summer on this. The Mayor stated that this is an item that would have to be addressed in the budget; acknowledging that it is something that the city needs, but it is a cost issue.

Bergley noted the second item of importance discussed at the meeting was the CDI videos, reporting that, per the County Administrator, the City would not be allowed to put the video on its website. Bergley did note that a link to the video could be placed on the City's website; however, it was unfortunate in his opinion. The Mayor agreed with Bergley's opinion, indicating that the details for the videos were still being determined.

The Mayor shared that Human Resources/City Clerk Karissa Henning has accepted a position with Lino Lakes. The Mayor stated that Henning has done a great job for the City and that the City supports her completely in her decision. He noted that along with a significant increase in pay, the position is a good opportunity for Henning. The position is with a larger community and will allow her to advance her career while focusing on what she loves to do, Human Resources. Her departure underscores what had been discussed previously with regards to department head salaries. Henning intends to remain with the City for another month and will continue to help out after that date.

J. Public Hearings

1. **Resolution 2016-077 Approving a Conditional Use Permit for the Installation of a Fence Greater than Six (6) Feet in Height to be Placed Around the Community Garden in River Bluff Preserve**

The Public Hearing was opened at 7:08 p.m. There were no respondents. The Public Hearing was closed at 7:09 p.m.

Motion by Lundeen second by Bergley to approve Resolution 2016-077 as presented. Motion carried unanimously

K. Business Items

1. **Resolution 2016-078 Declaring a Vacancy on the City Council**

The Mayor noted that the City would not actually be able to declare a vacancy until the first meeting in May to comply with the State Statute for 90 days; however, Johnson's absence does violate City policy by having missed three, and now four, consecutive meetings. Also provided to the Council members was the process for accepting applications from people who might be interested in fulfilling the vacancy. The position could potentially be filled in the middle of June with the selected applicant attending their first Council meeting in July. The Mayor noted that the Council has had members resign; however, the City has never really run into this situation before, where it has had to prepare to declare a vacancy. Generally, the Council looks for someone who does have experience as it can take between three to six months for a new Council member to get up to speed. That appointment to fill Johnson's seat would run until the end December, 2016. If the situation of Council Johnson's absence continues, this would

be the process going forward and the prepared resolution approves the declaration of vacancy contingent upon 90 days passing and the steps moving forward from there.

Motion by Bergley second by Collison to approve Resolution 2016-078 as presented. Motion carried unanimously

2. **Resolution 2016-079 Approving a Pawnshop License Renewal to Northern Pawn, Inc.**

Motion by Lundeen second by Bergley to approve Resolution 2016-079 as presented. Motion carried unanimously

3. Consider Changes to City Code Chapter 233 Pertaining to Pawn Shops
    a. **Ordinance 634 Amending the Code for the City of Isanti, Chapter 233 Pawnshops Amending Article 13, Redemption Period**
    b. **Ordinance 635 Amending the Code for the City of Isanti, Chapter 233 Pawnshops Amending Article 14, Holding Period**

The Mayor noted that there had not been any issues as there is currently a great tracking system in place for redemption and holding periods. In review with the Chief of Police, there are no seen issues moving forward with the requested changes to the redemption and holding periods. The Mayor remarked that Joe Niles is a fantastic owner and there have been no issues at all with Northern Pawn.

Motion by Collison second by Bergley to approve Ordinance 634 and Ordinance 635 as presented. Motion carried unanimously

4. **Resolution 2016-080 Approving a Conditional Use Permit to Allow Outdoor Volleyball Courts at Wintergreen's Golf and Grill**

Motion by Lundeen second by Bergley to approve Resolution 2016-080 as presented. Motion carried unanimously

5. **Resolution 2016-081 Approving a Preliminary Study to Connect the Sidewalk on Whiskey Rd SW between Birch St SW to South of Dogwood St SW**

Motion by Lundeen second by Bergley to approve Resolution 2016-081 as presented. Motion carried unanimously

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $329,095.03 and Payroll in the Amount of $89,298.48
2. Final Meeting Minutes of the February 2, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes of the February 9, 2016 Planning Commission Meeting
4. **Resolution 2016-082** Offering the Position of Part-Time Police Officer to: Brian Saba, Eric Baumgart and John McCarty
5. **Resolution 2016-083** to Join WEX NJPA Fleet Fuel Card Program
6. **Resolution 2016-084** Awarding the Contract for IT Services to TR Computer Sales, LLC
7. **Resolution 2016-085** Approving a Donation Box Request for MMBA "Help Our Local Animals" Supplies Drive Promotion
8. **Resolution 2016-086** Approving Funding for Wi-Fi Service for the Building Official's and Code Enforcement/Zoning Technician's Tablets
9. Consider Bids for Animal Control and Kennel Services
    a. **Resolution 2016-087** Awarding Quote and Authorizing Entry into a Contract for Animal Control Services
    b. **Resolution 2016-088** Awarding Quote and Authorizing Entry into a Contract for Kennel Services
10. **Resolution 2016-089** Approving Partnership with Partners in Healthy Living
11. **Resolution 2016-090** Authorizing Purchase and Placement of Neighborhood Watch Signs
12. **Resolution 2016-091** to Declare Certain Property as Surplus and Authorize its Disposal
13. **Resolution 2016-092** Awarding Quote and Authorizing to Enter into a Contract for Portable Toilet Services
14. **Resolution 2016-093** Adopting an Addendum to the City Purchasing Policy-Environmental Sustainability
15. **Resolution 2016-094** Offering the Part-Time Liquor Store Clerk III Position to Emily Cavallaro

Motion by Bergley, second by Lundeen to approve the consent agenda. Motion carried unanimously

Motion by Lundeen, second by Bergley to adjourn. Motion carried unanimously. Meeting adjourned at 7:13 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: April 5, 2016

Subject: A Resolution Approving a Special Event Request for a Run/Walk for the Isanti Intermediate School and School for All Seasons

---

Background

The City received a special event application from Jesse Jennisen, on behalf of the Isanti Intermediate School and School for All Seasons. The group is looking to sponsor a run/walk event to be held on Saturday, October 8, 2016. The event would take place from 7:30 a.m. to 11:30 a.m. There will be a 5k as well as a 1 mile walk/run, which is open to participants of all ages. Those participants under 18 must have a parent or guardian present. All 1 mile and 5k participants would pay a fee. The money that is raised from the event will help cover the costs of the race as well as create a scholarship fund for graduating Cambridge-Isanti High School Students.

Youth games and food will be made available on the school site. Some music will be provided by a DJ for the event, but will not be playing loudly. Parking for the event would be in the parking lot located at the Intermediate School. Restroom facilities will be located within the school. Signs will be placed on the school's property. In addition, chalk or washable paint will be used on the roadways to mark the routes. The estimated number of people in attendance is 150-200.

Maps have been provided, which show the routes to be used for the events. The group has requested assistance with the event for fire, security, and EMS. They have not requested a road closure, but have requested that the police are present to assist with crossing runners on Heritage Blvd NE and 8th Ave NE from about 9 a.m. to 10:20 a.m. Volunteers and school staff will aid with clean-up after the event is completed. The applicant is requesting the clean-up and temporary sign permit fee be waived.

A copy of the application and department approval has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-
- Special Event Application
    - Department Head Review Sheet
    - Special Event Application
    - Release & Indemnification Agreement
    - 5k and 1mi Route Map
    - Sample Letter to Property Owners
    - Certificate of Liability Insurance

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT REQUEST FOR A RUN/WALK FOR THE ISANTI INTERMEDIATE SCHOOL AND SCHOOL FOR ALL SEASONS

WHEREAS, Jesse Jennisen, on behalf of the Isanti Intermediate School / School for All Seasons (the 'applicant') will be holding a Run/Walk Event on Saturday, October 8, 2016; and

WHEREAS, the applicant is requesting City assistance and services that will help them to hold the event; and

WHEREAS, the estimated number of participants is to exceed 150; and,

WHEREAS, parking for the event will be within the parking lots at the Isanti Intermediate School and toilet facilities will be located within the school; and,

WHEREAS, volunteers and school staff will clean-up after the event; and,

WHEREAS, youth games, food, and a DJ will all be located on school property for the event; and,

WHEREAS, the application submittal does require a $100 clean-up deposit fee, which would need to be waived by the City Council; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the Cambridge-Isanti Intermediate School for the event to be held on October 8, 2016 with the following conditions:

- Special Event Application submitted by Jesse Jennisen, on behalf of the Isanti Intermediate School / School for All Seasons, subject to the comments provided by City Staff members; which include:
    - Temporary signage shall require the necessary application to be submitted to the City for review and approval.
- City provide assistance in the areas as provided below the day of the event:
    - Police assistance for crossing at the intersection of Heritage Blvd NE and 8th Ave NE.
    - Police assistance for security purposes.
    - Fire Prevention and EMS request for volunteers the day of the event.
- City waive the clean-up and temporary sign permit fee.

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 5th day of April, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa Henning
Human Resources/City Clerk

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: 3/23/2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Isanti Intermediate School / Isanti All Seasons

Contact Person: Jesse Jennissen

Address: 101 9th Ave NE (IIS/SFAS)

City: Isanti State: MN Zip: 55040

Phone: 763 - 552 - 8857 Fax: - - Cell: 763 - 245 - 6159

E-mail: jjennissen@cambridge.k12.mn.us

Secondary Contact Person: Mark Ziebarth

Address: 101 9th Ave NE (IIS/SFAS)

City: Isanti State: MN Zip: 55040

Phone: 763 - 552 - 8801 Fax: - - Cell: 763 - 656 - 9548 E-mail: mark.ziebarth@cambridge.k12.mn.us

EVENT INFORMATION

Date(s) of Event: Saturday, October 8th 2016

Hours of Event: 7:30 - 11:30

Type of Event: Run / Walk

If additional space is needed, use blank page at the end of this document:

Description of the Event: 5K & 1 mile run/walk. All ages are invited to participate. Participants under 18 must have signed parent permission.

List of Activities: • Run - walk at distances of 5k & 1 mile
• Some music
• small amount of food & snacks

Proposed Location of the Event (be specific): Isanti Intermediate School & School for All Seasons

Estimated Number of People in Attendance (includes staff, participants, and spectators): 150 - 200

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

✓ ISO 911 Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

NA Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

NA Selling / Consumption of Alcohol

✓ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

✓ Parking Impact (**REQUIRED** for all events) – Describe in detail: School parking lot used

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NA

Special Signage (Temporary Sign Permit Application will also be required) – Describe: We will have Signs on School property. Chalk & Washable Spray paint will be used on Tar.

NA

Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

NA

Vendors will be present at the event (Attach information to the Application)

NA

Tents, equipment, amusement rides, etc.
Size: _____
Location: _____

✓

Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: Isanti Fire & Police Dept present

NA

Fireworks

✓

Street Closure – if yes, what streets: Police would Stop traffic as needed at City Rd #5 and 8th Ave NE from 9 AM - 10:20 AM (estimated)

NA

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

School will provide bathrooms

NA

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

✓

Clean-up Plans – Describe in detail: Volunteers and School Staff

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NA

Live entertainment – Describe in detail: _____

✓

Will any other public addressing system or sound amplification be used? If so, describe: Some music & announcing by DJ, but not too loud ☺

✓

Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

✓

If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? 1. There will be pre-registration and race day registration
2. NO
3. Money collected will cover costs of event. Excess money will provide Scholarships for graduating CHS Students.

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

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

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

_____
_____
_____
_____

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

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

_____
_____
_____
_____

(Special Events Holder Initials Here) JM-J.

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

Participant fill out a form

Participant Release and Indemnification required? YES X NO____

(Special Events Holder Initials Here) JM-J

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

(Special Events Holder Initials Here) JM-J

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

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

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Mark Ziebarth - Cambridge - Isanti Schools

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

Name Mark Ziebarth

Title Principal, IIS/SHAS

Signature Mark Ziebarth

Date 3/21/16

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

OFFICE USE ONLY

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

Fire Chief
__✓__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
__✓__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Public Services Director
__✓__ Approved _____ Denied _____ N/A Signature: John Wood

Community Events & Parks Coordinator
__✓__ Approved _____ Denied _____ N/A Signature: Katie Everett

Community Development Director
__✓__ Approved _____ Denied _____ N/A Signature: Roxanne Sele

City Administrator/City Clerk
__✓__ Approved _____ Denied _____ N/A Signature: JM

City Council
_____ Approved _____ Denied

Date of Review: _____

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

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Wednesday, March 23, 2016 3:58 PM
To: Isanti Parks
Subject: RE: Special Event Permit

Isanti Fire approves the October 8 Bluejacket 5k special event permit application as submitted. Al Jankovich | Isanti Fire

---

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Wednesday, March 23, 2016 2:48 PM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event Permit

Hello,

I have received another special event permit application. This one is for the Isanti Intermediate and School For All Seasons 5K in the fall. This year the event is on October 8th, and the school is requesting that PD help with traffic crossing CR 5 and 8th Ave and that Isanti Fire be present at the event to assist with safety. It looks like the event is the same as it was in years past. Please review the attached application and race maps and respond with your approval, disapproval, or any changes you would like to see. I would like to put this to Council on April 5th, so need all signatures by Wednesday, March 30th.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Isanti Parks

From: Chief Gene Hill
Sent: Wednesday, March 23, 2016 2:53 PM
To: Isanti Parks
Subject: RE: Special Event Permit

Katie,

I spoke to Mr. Jennissen yesterday, all is good from my end and I will sign the permit if required.

Respectfully,

Gene C. Hill
Chief of Police
Emergency Management Director
Isanti Police Department
PO Box 428
401 First Ave NW
Isanti, Mn. 55040
763.444.4761 Office
763.444.4868 Fax

From: Isanti Parks
Sent: Wednesday, March 23, 2016 2:48 PM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org); Chief Gene Hill
Subject: Special Event Permit

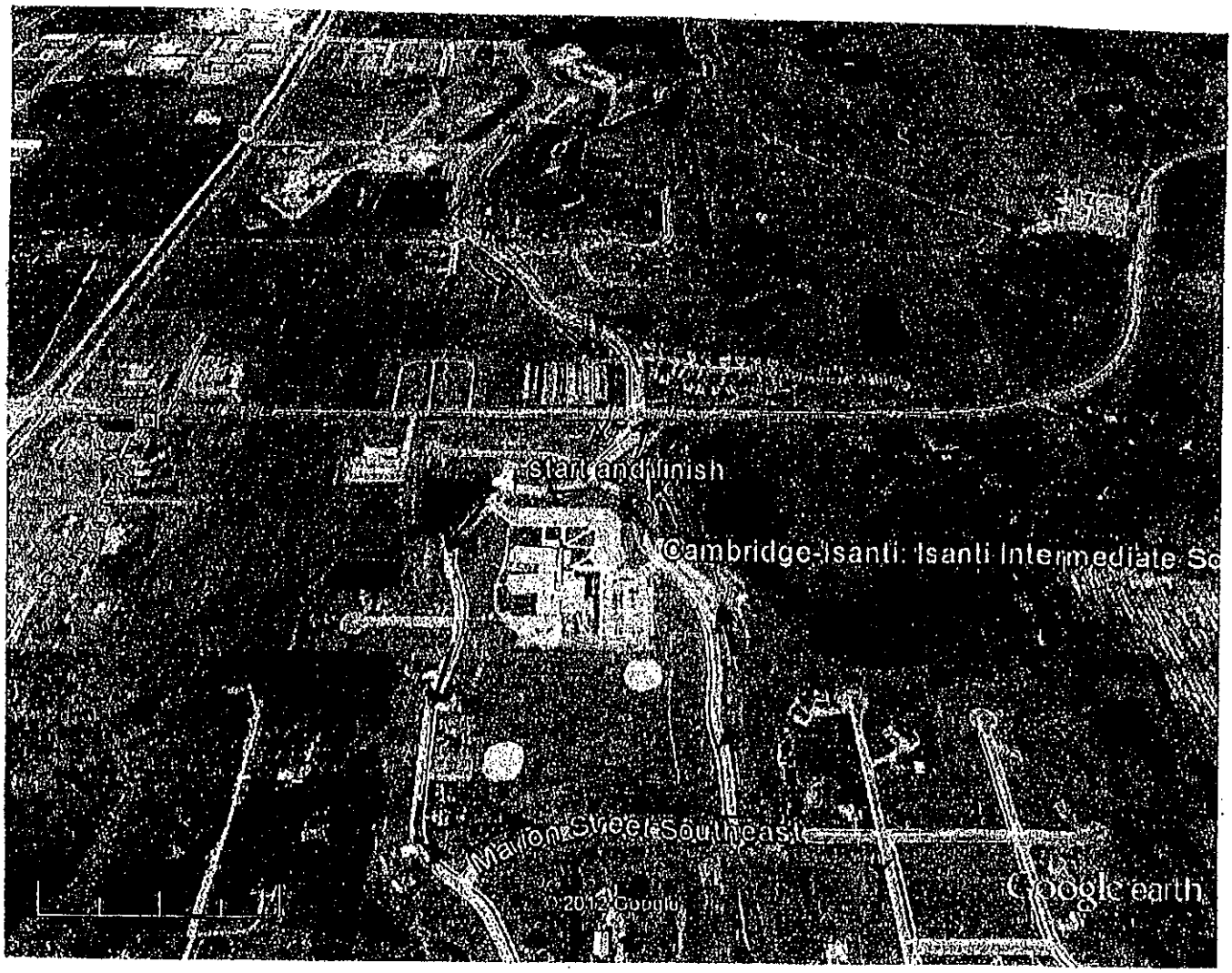
Hello,

I have received another special event permit application. This one is for the Isanti Intermediate and School For All Seasons 5K in the fall. This year the event is on October 8th, and the school is requesting that PD help with traffic crossing CR 5 and 8th Ave and that Isanti Fire be present at the event to assist with safety. It looks like the event is the same as it was in years past. Please review the attached application and race maps and respond with your approval, disapproval, or any changes you would like to see. I would like to put this to Council on April 5th, so need all signatures by Wednesday, March 30th.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

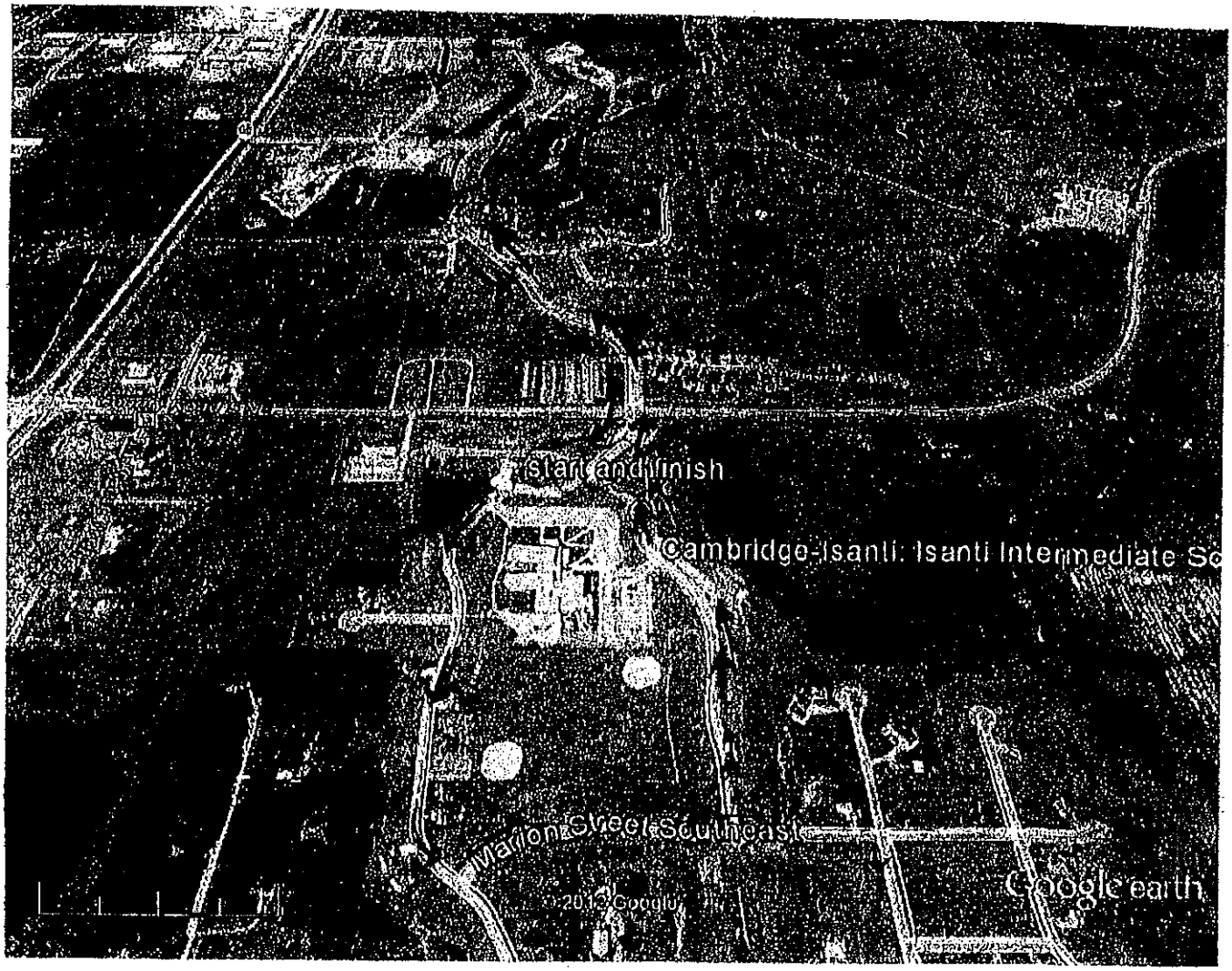
Office: 763-444-5512



Google earth feet 1000 meters 500

5K (3.1 miles)

1 mile



Google earth feet 1000 meters 500

5K (3.1 miles)

To property owners along 8th Ave, 9th Ave, and Marion St. SE:

On Saturday, October 8th, Isanti Intermediate School and School for All Seasons will be hosting a running and walking event. Participants in this event will be using the sidewalk and possibly some of the road near your property. The race begins at 9AM and the entrance of 8th Ave to this neighborhood will be congested with runners and walkers for the duration of the race (about 1 hour). If you are driving during this time please consider exiting on the south end of the neighborhood. This event could have people in the school area from 8AM to 11:30PM. If you have any questions about the Bluejacket run/walk please contact Jesse (763-245-6159) the event coordinator or Mark (763-552-8801) building administrator. Thank you for your cooperation with the fifth annual Bluejacket Run/Walk!

To property owners along 8th Ave, 9th Ave, and Marion St. SE:

On Saturday, October 8th, Isanti Intermediate School and School for All Seasons will be hosting a running and walking event. Participants in this event will be using the sidewalk and possibly some of the road near your property. The race begins at 9AM and the entrance of 8th Ave to this neighborhood will be congested with runners and walkers for the duration of the race (about 1 hour). If you are driving during this time please consider exiting on the south end of the neighborhood. This event could have people in the school area from 8AM to 11:30PM. If you have any questions about the Bluejacket run/walk please contact Jesse (763-245-6159) the event coordinator or Mark (763-552-8801) building administrator. Thank you for your cooperation with the fifth annual Bluejacket Run/Walk!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/2/2015

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

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

PRODUCER
Marsh & McLennan Agency LLC
7225 Northland Dr N #300
Minneapolis MN 55428

CONTACT NAME: Susan Hill
PHONE (A/C, No, Ext): 763-746-8290 **FAX (A/C, No):** 763-746-8390
E-MAIL ADDRESS: hills@rjfagencies.com

INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURER A: Riverport Insurance Co — 36684
INSURER B: SFM — 11347
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Cambridge-Isanti ISD #911
625 A Main St North
Cambridge MN 55008
CAMBR-1

COVERAGES **CERTIFICATE NUMBER:** 1008345472 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PSP0158300	1/1/2015	1/1/2016	EACH OCCURRENCE	$1,500,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,500,000
							MED EXP (Any one person)	$50,000
							PERSONAL & ADV INJURY	$1,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PSP0158300	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR			PSE0141600	1/1/2015	1/1/2016	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			32256206	1/1/2015	1/1/2016	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A				PSP0158300	1/1/2015	1/1/2016	BPP	14,303,506

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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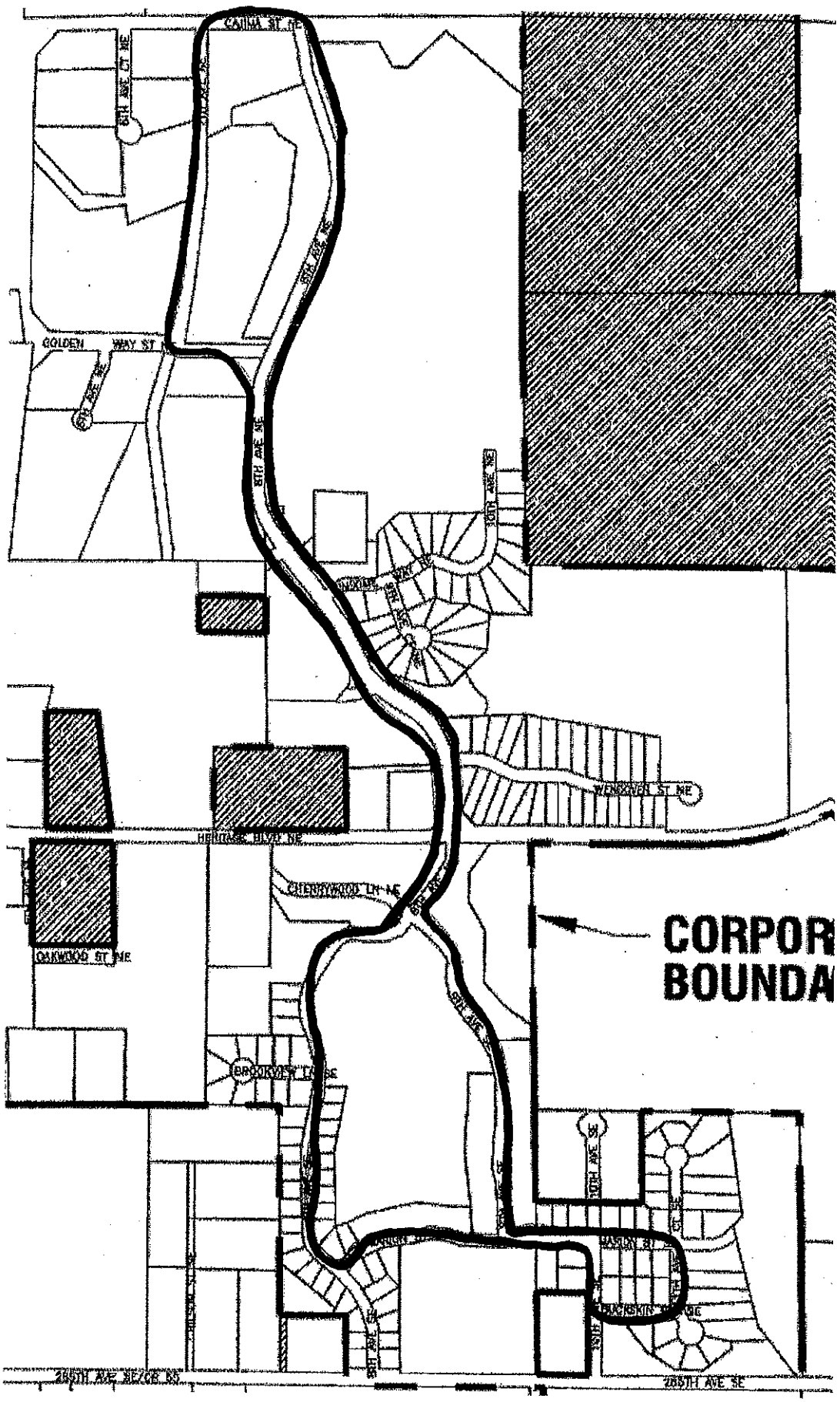
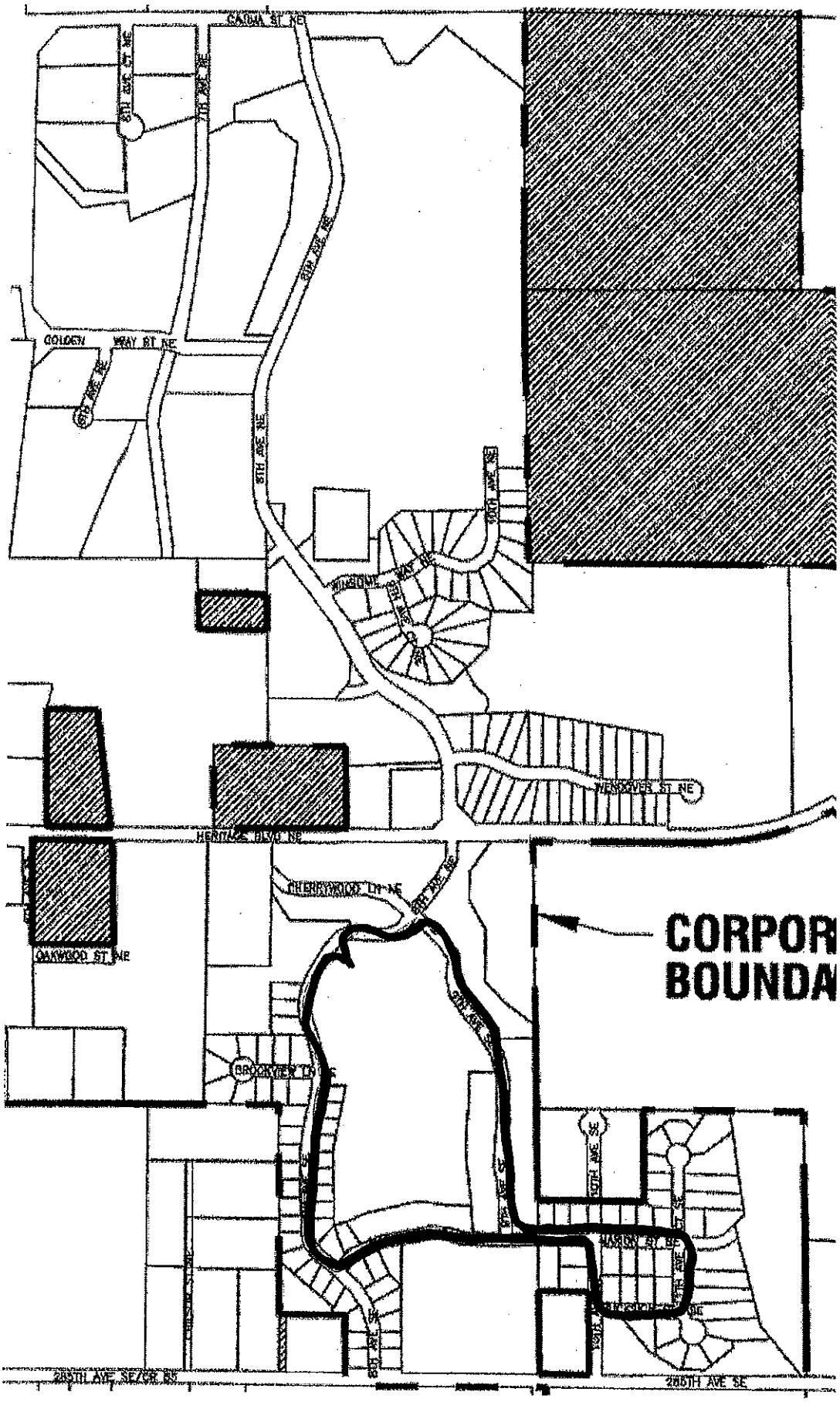

CAUSA ST NE
GOLDEN WAY ST NE
WENDEMUL ST NE
HERITAGE BLVD NE
CHERRYWOOD LN NE
OAKWOOD ST NE
BROOKVIEW LN SE
MASON RD SE
28TH AVE SE
CORPOR
BOUNDA


CORPOR
BOUNDA

K.2.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: April 5, 2016

Subject: Special Event Request – Cambridge Isanti Soccer Club hosting the Kohl's American Cup Soccer Tournament

---

Background
The City received a special event application from the Cambridge-Isanti Soccer Club for the Kohl's American Cup to be held at the Isanti Soccer Complex on June 11, 2016 from 7:00 am to 8:00pm.

The estimated number of people to be in attendance is around 8,500 players, coaches, staff, and spectators. Primary parking for the event will occur at the soccer complex. The applicant states that the soccer complex parking will be adequate, but as with previous events the use of Bluebird Park for overflow will be permitted. Additional restroom facilities (14 units) will be brought in for the event by Jimmy's Johnnies. Volunteer medics will be on site for the event. Clean-up will be provided by volunteers through the Cambridge-Isanti Soccer Club. They have submitted the necessary event map, clean up deposit fee, and a copy of their Liability Insurance.

A copy of the application and departmental review has been attached for City Council review.

Staff Request
City staff is requesting action on this item.

Attachments
- Resolution No. 2016-
- Special Event Application
  - Departmental Review Form
  - Permit Application
  - Release and Indemnification Agreement
  - Event map

RESOLUTION NO. 2016-

RESOLUTION APPROVING A SPECIAL EVENT APPLICATION FOR THE CAMBRIDGE-ISANTI SOCCER CLUB KOHLS CUP

WHEREAS, the Cambridge-Isanti Soccer Club has submitted a Special Event application requesting approval to host the Kohl's American Cup; and,

WHEREAS, the event is scheduled to take place June 11, 2016 from 7:00 a.m. until 8:00 pm at the Isanti Soccer Complex located at 950 3rd Ave NW; and,

WHEREAS, the estimated number of people to be in attendance over that time period is anticipated to be 8,500; and,

WHEREAS, a minimum of 14 portable restrooms be provided on-site by the applicant; and,

WHEREAS, the applicant will provide volunteer EMS for the event; and,

WHEREAS, attendee parking will be on site at the Soccer Complex with overflow located at Bluebird Park parking lots; and,

WHEREAS, the applicant has submitted the required $100 clean-up deposit fee; and

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

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Karissa Henning
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: March 24, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Cambridge Isanti Soccer Club

Contact Person: Jenny Nystrom

Address: 2196 285th Ave NE

City: Isanti State: MN Zip: 55040

Phone: 763 - 444 - 6244 Fax: - - Cell: 763 - 228 - 4202

E-mail: CISCJenny@outlook.com

Secondary Contact Person: Erin Kindem

Address: 3130 Juniper St S

City: Cambridge State: MN Zip: 55008

Phone: - - Fax: - - Cell: 763 - 245 - 381[illegible] E-mail: erin66soccer@yahoo.com

EVENT INFORMATION

Date(s) of Event: 6/11/2016

Hours of Event: 7am-8pm

Type of Event: Kohl's American Cup Soccer tournament

If additional space is needed, use blank page at the end of this document:

Description of the Event:

Soccer tournament to provide and promote youth soccer players ages the opportunity to compete with other recreational teams from around the state.

List of Activities: Soccer games,concessions and kid friendly entertainment and games.

Proposed Location of the Event (be specific): Isanti Soccer Complex

Estimated Number of People in Attendance (includes staff, participants, and spectators): Approximately 3,000 youth soccer players, 200 coaches, 30+ staff, 5,000 spectators for a total of about 8,500 people.

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

X — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

X — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail: We will use both North lots and the South lot of the soccer complex and request any overflow parking to be allowed at Bluebird park. We hosted this event last year and did not need overflow but would like it to be an option if needed.

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

N/A Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____

N/A Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A Vendors will be present at the event (Attach information to the Application)

X Tents, equipment, amusement rides, etc.
Size: 2-3 large tents rented from Isanti Rental
Location: East side centrally located at the complex

X Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: _____
We will have onsite volunteer medics

N/A Fireworks

N/A Street Closure – if yes, what streets: _____

X Restrooms (Portable) – Name or entity providing these services; and number of facilities to be provided. When other restroom facilities are not provided on-site or are limited; the applicant will need to pay for additional restroom facilities. For those events exceeding 75 persons, one (1) additional restroom shall be provided; for events exceeding 150 persons, two (2) additional restrooms shall be provided. For events exceeding 250; the Planning for Special Events-Usage Chart shall be used.
Jimmys Johnys portable toilets (14)

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

X Clean-up Plans – Describe in detail: _____
Our club is responsible for event clean-up. Volunteers will be assisting with clean-up.

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

N/A — Live entertainment – Describe in detail: _____

X — Will any other public addressing system or sound amplification be used? If so, describe: Bullhorn for use only in emergency situations

N/A — Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

X — If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? Tickets are not sold for the event. Donations are not collected.

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

APPLICANT SIGNATURE

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

Applicant Signature: Jenny

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

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

Kohl's American Cup Soccer Tournament

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

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

(Special Events Holder Initials Here) JN

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

Participant Release and Indemnification required? YES ____ NO ☑

(Special Events Holder Initials Here) JN

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

(Special Events Holder Initials Here) JN

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

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

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) JN

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

(Special Event Holder Initials Here) JN

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

(Special Event Holder Initials Here) JN

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

(Special Event Holder Initials Here) JN

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

(Special Event Holder Initials Here) JN

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

(Special Event Holder Initials Here) JN

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Cambridge Isanti Soccer Club

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

Name Jenny Nystrom

Title Cambridge Isanti Soccer Club President

Signature Jenny Nystrom Digitally signed by Jenny Nystrom DN: cn=Jenny Nystrom, o, ou, email=CISCJenny@outlook.com, c=US Date: 2016.03.23 18:47:52 -05'00'

Date 3/24/16

OFFICE USE ONLY

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

Fire Chief
✓ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
✓ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Public Services Director
✓ Approved _____ Denied _____ N/A Signature: Jim Wood

Community Events & Parks Coordinator
✓ Approved _____ Denied _____ N/A Signature: Katie Everett

Community Development Director
✓ Approved _____ Denied _____ N/A Signature: Kanne

City Administrator
✓ Approved _____ Denied _____ N/A Signature: _____

City Council
_____ Approved _____ Denied

Date of Review: _____

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, March 24, 2016 11:14 AM
To: Isanti Parks
Subject: RE: Soccer Special Event

Hi Katie,

Isanti Fire approves the June 11 CI Soccer Club's special event application as submitted. Al Jankovich | Isanti Fire District

Have a good day!

Al

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, March 24, 2016 10:12 AM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Soccer Special Event

Hello,

It's special event permit season! Attached is the information for the CI Soccer Club Kohl's American Cup tournament. They hosted this event last year, and the information is all the same. The event is scheduled for June 11 this year with 8500 estimated attendance. They have not made any requests from PD or Fire for this event. Parking should be contained within the complex lots, but Bluebird might be used for overflow.

Please respond with your approval, disapproval, or any comments for this permit.

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Isanti Parks

From: Chief Gene Hill
Sent: Thursday, March 24, 2016 11:22 AM
To: Isanti Parks
Cc: Al Jankovich
Subject: Re: Soccer Special Event

APPROVED, they have always done a good job out there..

Gene

Sent from my Verizon Wireless 4G LTE DROID

Isanti Parks <IsantiParks@cityofisanti.us> wrote:

Hello,

It's special event permit season! Attached is the information for the CI Soccer Club Kohl's American Cup tournament. They hosted this event last year, and the information is all the same. The event is scheduled for June 11 this year with 8500 estimated attendance. They have not made any requests from PD or Fire for this event. Parking should be contained within the complex lots, but Bluebird might be used for overflow.

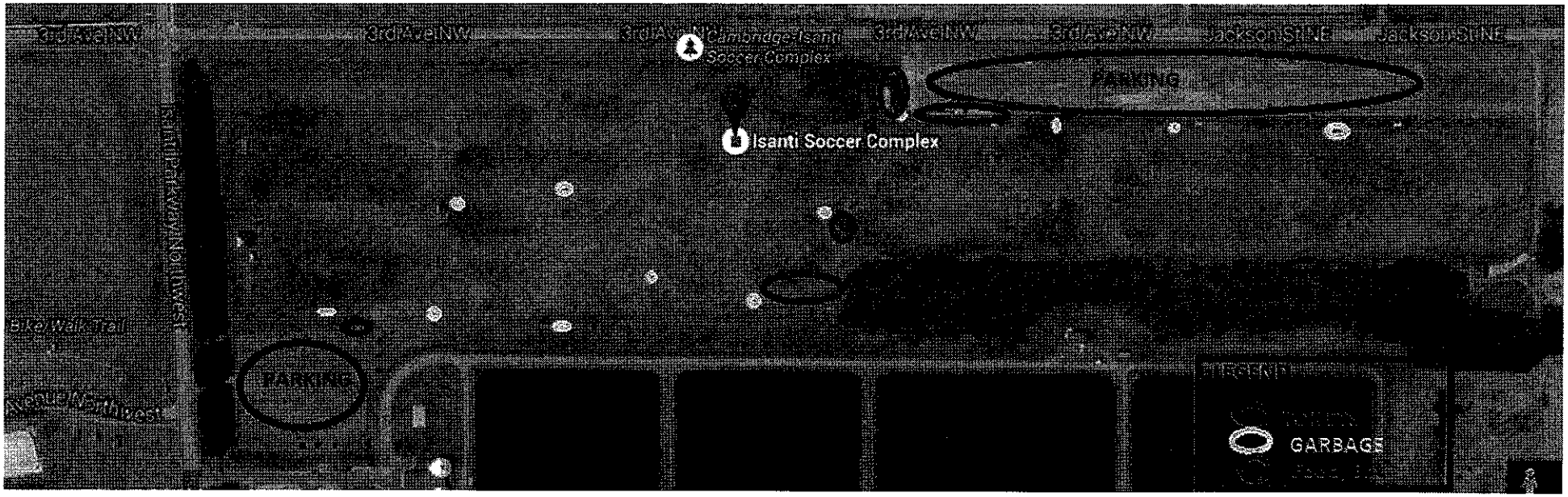
Please respond with your approval, disapproval, or any comments for this permit.

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Kohl's American Cup Soccer Tournament (CISC Special Event Permit Map)



K.3.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: April 5, 2016

Subject: Special Event Requests – BMX Events to include: Land O Lakes National Event, State Championship Race and Olympic Day, Minnesota State Finals, and October race/scholarship event

---

Background

The City has received four (4) separate applications for upcoming special events planned for the Rum River BMX Association. Each event has been outlined below.

Land O Lakes National Event

The group will be hosting the Land O Lakes National Event on May 13th from 12:00 to 8:00 pm, May 14th from 7:00 am – 6:00 pm, and May 15th from 6:00 am to 2:00 pm. The estimated number of individuals in attendance is 4000-6000 total over three days. Restroom facilities will be provided by the Association for the event and the organization would be responsible for clean-up of the outside areas. The standard public addressing system would be used throughout the event. Parking will occur in the on-site lot and overflow lot, the group is requesting permission to park in the grass south of the building and east of the building. The Association is requesting that Isanti Parkway be closed from the railroad tracks to the Skate Park on Saturday and Sunday from 7:00 am to 5:00 pm.

State Championship Race and Olympic Day

The group will be hosting the State Championship Race and Olympic Day on Saturday June 25 from 8:00 am to 5:00 pm and Sunday June 26th from 9:00 am to 5:00 pm. The estimated number of individuals in attendance is 2000 total over two days. Restroom facilities will be provided by the Association for the event and the organization would be responsible for clean-up of the outside areas. The standard public addressing system would be used throughout the event. Parking will occur in the on-site lot and overflow lot, the group is requesting permission to park in the grass south of the building and east of the building.

MN State BMX Finals

The group will be hosting the MN State BMX Finals on Friday, August 26th from 6:00 to 10:00 pm, Saturday, August 27th from 8:00 am to 5:00 pm and Sunday August 28thfrom 7:00 am to 5:00 pm. The estimated number of individuals in attendance is 2500-3000 total over three days. Portable restroom facilities will be provided by the Association for the event and the organization would be responsible for clean-up of the outside areas. The standard public addressing system would be used throughout the event. Parking

would be provided on site, in Bluebird Park lots as well as in the field adjacent to the track. The Association is not requesting that any roads be closed.

Double Point BMX Racing Event

The group will be hosting the double point BMX racing event and college scholarship fundraiser on October 29th from 10:00 am to 10:00 pm, and on October 30th from 10:00 am to 5:00 pm. The estimated number of individuals in attendance is 1500-2000 over two days. Portable restroom facilities will be provided by the Association for the event and the organization would be responsible for clean-up of the outside areas. The standard public addressing system would be used throughout the event. Parking will be provided in lot on site, with overflow parking in Bluebird Park lots, and the Association is asking that parking be allowed in the fields to the south and east of the facility. The Association is not requesting that any roads be closed.

Camping Request

The group is requesting to allow overnight camping for those participating at each of these events. They have requested to have camping on their grounds and former Vision Wake grounds.

Staff Request

The special event application forms and resolutions for each of these events have been provided within the packet for Council review and approval. Department head approvals have also been provided for each event. City staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX (Land O Lakes National Event)
- Resolution No. 2016-XXX (State Championship Race and Olympic Day)
- Resolution No. 2016-XXX (MN State BMX Finals)
- Resolution No. 2016-XXX (Double Point Event)
- Special Event Applications
    - Land o Lakes National Event
    - State Championship Race and Olympic Day
    - MN State BMX Finals
    - Double Point Event

RESOLUTION NO. 2016-XXX **K.3.a.**

RESOLUTION APPROVING A SPECIAL EVENT APPLICATION FOR THE LAND O LAKES NATIONAL EVENT

WHEREAS, Kevin Riedemann, on behalf of the Rum River BMX Association, has submitted a Special Event application requesting approval to host the Land O Lakes National Event; and,

WHEREAS, the event is scheduled to take place on Friday, May 13 from 12:00 to 8:00 p.m., Saturday, May 14 from 7:00 am to 6:00 pm, and Sunday, May 15 from 6:00 am to 2:00 pm at the Isanti Indoor Arena located at 101 Isanti Parkway NW; and,

WHEREAS, the estimated number of people to be in attendance over that time period is 4000-6000; and,

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

WHEREAS, parking for volunteers, spectators, and participants will be at the Isanti Indoor Arena parking lot with overflow at Bluebird Park parking lots, and the fields behind the facility; and,

WHEREAS, the application submittal does require a $100 clean-up deposit fee, which would need to be waived by the City Council; and,

WHEREAS, the applicant has requested that camping be permitted (no fires would be permitted) from Thursday night to Monday morning; and,

WHEREAS, the applicant has requested that Isanti Parkway be closed from the railroad tracks to the facility, and Public Works may provide barricades and detour signs, but it is the responsibility of the association to put them out each day;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby approve the special event request with the following conditions:

- Primary parking for volunteers, spectators, and participants will be on the Isanti Indoor Arena lot, with overflow parking within Bluebird Park parking lots and in the grass behind the building.
- Camping is permitted only on the Isanti Indoor Arena and former Vision Wake grounds, provided no fires are allowed.
- The requested road closure is permitted with barricades and detour signs provided by Public Works and placed by Rum River BMX from 7:00 am to 5:00 pm on Saturday and 7:00 am until one hour after racing ends Sunday.

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

This resolution was duly adopted by the Isanti City Council this 5th day of April 2016.

Attest:

George A. Wimmer
Mayor

Karissa Henning
Human Resources/City Clerk

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: Feb 26, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Kevin Riedemann

Address: 31719 lever street NE

City: Cambridge State: MN Zip: 55008

Phone: 763 - 244 - 0314 Fax: ___ - ___ - ___ Cell: ___ - ___ - ___

E-mail: Kevin@rumriverbmx.com

Secondary Contact Person: Andy Strom

Address:

City: Cambridge State: MN Zip: 55008

Phone: 612 - 226 - 573[illegible] Fax: ___ - ___ - ___ Cell: ___ - ___ - ___ E-mail: Andy@rumriverbmx.comThis

EVENT INFORMATION

Date(s) of Event: May 13th, 14th, 15th

Hours of Event: May 13th - noon til 8pm, 14th 7am til 6pm, 15th 6am til 2pm

Type of Event: Land O Lakes National Event

If additional space is needed, use blank page at the end of this document:

Description of the Event:

This race is a USABMX sanctioned National event. Three days of the best racers in the united states riding for teams, self and the points to claim a title

List of Activities: This will be a BMX racing Event. We would like to request camping be allowed for this event from Thursday night to Monday morning. As a way to keep people in our community.

Proposed Location of the Event (be specific): Isanti Indoor Arena - Home of Rum River BMX

Estimated Number of People in Attendance (includes staff, participants, and spectators): Three day total attendance 4000 to 6000

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

____ — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

____ — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail: We will be parking in our lot and the over flow lots by the arena. we are asking to park in the field behind the arena to the south and the area's to the east.

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X Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____
Only parking signs directing flow will be placed

N/A Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A Vendors will be present at the event (Attach information to the Application)

_____ Tents, equipment, amusement rides, etc.
Size: _____
Location: _____

_____ Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: _____

N/A Fireworks

_____ Street Closure – if yes, what streets: _____
We would like to close Isanti parkway from the railroad tracks to the Skate park on Saturday and Sunday from 7am until 5pm.

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

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

X Clean-up Plans – Describe in detail: _____
All cleaning will be done by BMX volunteer staff

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X — Live entertainment – Describe in detail: BMX pedal bike racing

X — Will any other public addressing system or sound amplification be used? If so, describe: Our Current System

N/A — Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

N/A — If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? No tickets sold

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

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

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

_____
_____
_____
_____

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

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

_____
_____
_____
_____

(Special Events Holder Initials Here) kjr

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

Participant Release and Indemnification required? YES ____ NO____

(Special Events Holder Initials Here) kjr

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

(Special Events Holder Initials Here) kjr

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

City of Isanti
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whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Kevin J. Riedemann

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

Name Kevin J. Riedemann

Title Track Operator Rum River BMX

Signature [signature]

Date 02-25-2016

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

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
_____ Approved _____ Denied _____ N/A Signature: Ann C. Hill

Public Services Director
__✓__ Approved _____ Denied _____ N/A Signature: Jodi Wood

Community Events & Parks Coordinator
__✓__ Approved _____ Denied _____ N/A Signature: Kathy Erbst

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: Roxanne M. Adler

City Administrator
__X__ Approved _____ Denied _____ N/A Signature: DLJ

City Council
_____ Approved _____ Denied

Date of Review: _____

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

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, March 17, 2016 11:23 AM
To: Isanti Parks
Subject: RE: Special events permits submitted for consideration

Katie,

Isanti Fire approves the special event permit applications for the Land O Lakes National, 10/29-30 Special Event, State Race and State Finals at the BMX complex as submitted. Al Jankovich | Isanti Fire District

Thank you.

Al

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, March 10, 2016 10:19 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: FW: Special events permits submitted for consideration

Hello Al,

Please review the attached special event permits from Rum River BMX. The biggest thing for you to note is that the Land O Lakes National includes closing Isanti Parkway from the tracks to the facility.

They are requesting camping for all of these events, and have a pretty large turnout expected especially for the National event.

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

From: Kevin Riedemann [mailto:kriedemann@dufresnemfg.com]
Sent: Friday, February 26, 2016 1:37 PM
To: Isanti Parks
Cc: kevin@rumriverbmx.com
Subject: Special events permits submitted for consideration

Hello,

RESOLUTION NO. 2016-XXX

K.3.b.

RESOLUTION APPROVING A SPECIAL EVENT APPLICATION FOR THE STATE CHAMPIONSHIP RACE AND OLYMPIC DAY EVENT

WHEREAS, Kevin Riedemann, on behalf of the Rum River BMX Association, has submitted a Special Event application requesting approval to host the Minnesota State BMX Finals; and,

WHEREAS, the event is scheduled to take place on Saturday June 25th from 8:00 am to 5:00 pm, Sunday, June 26th from 9:00 am to 5:00 pm at the Rum River BMX Track located at 101 Isanti Parkway NW; and,

WHEREAS, the estimated number of people to be in attendance over that time period is 2000; and,

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

WHEREAS, parking for volunteers, spectators, and participants will be at the Isanti Indoor Arena parking lot with overflow at Bluebird Park parking lots and the fields behind the facility; and,

WHEREAS, the application submittal does require a $100 clean-up deposit fee, which would need to be waived by the City Council; and,

WHEREAS, the applicant has requested that camping be permitted (no fires would be permitted) during the event;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby approve the special event request with the following conditions:

- Primary parking for volunteers, spectators, and participants will be on the Isanti Indoor Arena lot with overflow parking within Bluebird Park parking lots and on the fields behind the building. No parking is allowed on Public Works grounds.
- Camping is permitted only on the Isanti Indoor Arena and former Vision Wake grounds, provided no fires are allowed. No camping is allowed on Public Works grounds.

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

This resolution was duly adopted by the Isanti City Council this 5th day of April 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Karissa Henning
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: Feb 26, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Kevin Riedemann

Address: 31719 lever street NE

City: Cambridge State: MN Zip: 55008

Phone: 763 - 244 - 0314 Fax: ___ - ___ - ___ Cell: ___ - ___ - ___

E-mail: Kevin@rumriverbmx.com

Secondary Contact Person: Andy Strom

Address:

City: Cambridge State: MN Zip: 55008

Phone: 612 - 226 - 573[illegible] Fax: ___ - ___ - ___ Cell: ___ - ___ - ___ E-mail: Andy@rumriverbmx.comThis

EVENT INFORMATION

Date(s) of Event: June 25th and 26th

Hours of Event: June 25th from 8am until 5pm - June 26th from 9am until 5pm

Type of Event: Rum River BMX - State Championship Race and Olympic Day

If additional space is needed, use blank page at the end of this document:

Description of the Event:

This event consists of a State Championship race at the track on Saturday. Sunday is a free Olympic day race where everyone can race for free to try the sport of BMX racing.

List of Activities: This will be a BMX racing Event. We would like to request camping be allowed for this event from Friday Night until Sunday Night to help promote people staying in our community.

Proposed Location of the Event (be specific): Isanti Indoor Arena - Home of Rum River BMX

Estimated Number of People in Attendance (includes staff, participants, and spectators): Two Day attendance total - 2000

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

____ — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

____ — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail: We will be parking in our lot and the over flow lots by the arena. we are asking to park in the field behind the arena to the south and the area's to the east. Camping in the south fields

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

X Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____
Only parking signs directing flow will be placed

N/A Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A Vendors will be present at the event (Attach information to the Application)

_____ Tents, equipment, amusement rides, etc.
Size: _____
Location: _____

_____ Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: _____

N/A Fireworks

_____ Street Closure – if yes, what streets: _____

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

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

X Clean-up Plans – Describe in detail: _____
All cleaning will be done by BMX volunteer staff

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

X — Live entertainment – Describe in detail: BMX pedal bike racing

X — Will any other public addressing system or sound amplification be used? If so, describe: Our Current System

N/A — Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

N/A — If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? No tickets sold

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

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

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

_____

_____

_____

_____

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

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

_____

_____

_____

_____

(Special Events Holder Initials Here) kjr

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

Participant Release and Indemnification required? YES ____ NO____

(Special Events Holder Initials Here) kjr

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

(Special Events Holder Initials Here) kjr

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

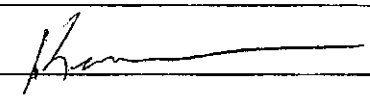
PRINTED NAME OF SPECIAL EVENTS HOLDER:

Kevin J. Riedemann

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

Name Kevin J. Riedemann

Title Track Operator Rum River BMX

Signature 

Date 02-25-2016

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
__X__ Approved _____ Denied _____ N/A Signature: Gm C. Hill

Public Services Director
__✓__ Approved _____ Denied _____ N/A Signature: Jon Wood

Community Events & Parks Coordinator
__X__ Approved _____ Denied _____ N/A Signature: Kathi Ewen

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: Roxanne M. Ade

City Administrator
__X__ Approved _____ Denied _____ N/A Signature: DM

City Council
_____ Approved _____ Denied

Date of Review: _____

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, March 17, 2016 11:23 AM
To: Isanti Parks
Subject: RE: Special events permits submitted for consideration

Katie,

Isanti Fire approves the special event permit applications for the Land O Lakes National, 10/29-30 Special Event, State Race and State Finals at the BMX complex as submitted. Al Jankovich | Isanti Fire District

Thank you.

Al

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, March 10, 2016 10:19 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: FW: Special events permits submitted for consideration

Hello Al,

Please review the attached special event permits from Rum River BMX. The biggest thing for you to note is that the Land O Lakes National includes closing Isanti Parkway from the tracks to the facility.

They are requesting camping for all of these events, and have a pretty large turnout expected especially for the National event.

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

From: Kevin Riedemann [mailto:kriedemann@dufresnemfg.com]
Sent: Friday, February 26, 2016 1:37 PM
To: Isanti Parks
Cc: kevin@rumriverbmx.com
Subject: Special events permits submitted for consideration

Hello,

RESOLUTION NO. 2016-XXX

K.3.c.

RESOLUTION APPROVING A SPECIAL EVENT APPLICATION FOR THE MN STATE BMX FINALS

WHEREAS, Kevin Riedemann, on behalf of the Rum River BMX Association, has submitted a Special Event application requesting approval to host the Minnesota State BMX Finals; and,

WHEREAS, the event is scheduled to take place on Friday, August 26th from 6:00 to 10:00 pm, Saturday, August 27th from 8:00 a.m. to 5:00 p.m. and Sunday, August 28th from 7:00 a.m. to 5:00 p.m. at the Rum River BMX Track located at 101 Isanti Parkway NW; and,

WHEREAS, the estimated number of people to be in attendance over that time period is 2500-3000; and,

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

WHEREAS, parking for volunteers, spectators, and participants will be at the Isanti Indoor Arena parking lot with overflow at Bluebird Park parking lots and the fields behind the facility; and,

WHEREAS, the application submittal does require a $100 clean-up deposit fee, which would need to be waived by the City Council; and,

WHEREAS, the applicant has requested that camping be permitted (no fires would be permitted) on the evenings of Friday, August 26th, Saturday, August 27th, and Sunday 28th;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby approve the special event request with the following conditions:

- Primary parking for volunteers, spectators, and participants will be on the Isanti Indoor Arena lot with overflow parking within Bluebird Park parking lots and on the fields behind the building. No parking is allowed on Public Works grounds.
- Camping is permitted only on the Isanti Indoor Arena and former Vision Wake grounds, provided no fires are allowed. No camping is allowed on Public Works grounds.

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

This resolution was duly adopted by the Isanti City Council this 5th day of April 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Karissa Henning
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: Feb 26, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Kevin Riedemann

Address: 31719 lever street NE

City: Cambridge State: MN Zip: 55008

Phone: 763 - 244 - 0314 Fax: ___ - ___ - ___ Cell: ___ - ___ - ___

E-mail: Kevin@rumriverbmx.com

Secondary Contact Person: Andy Strom

Address:

City: Cambridge State: MN Zip: 55008

Phone: 612 - 226 - 573[illegible] Fax: ___ - ___ - ___ Cell: ___ - ___ - ___ E-mail: Andy@rumriverbmx.comThis

EVENT INFORMATION

Date(s) of Event: August 26, 27, and 28th

Hours of Event: Aug. 26th - 6-10pm, Aug. 27th 8am until 5pm, Aug. 28th 7am until 5pm

Type of Event: Minnesota BMX State Finals

If additional space is needed, use blank page at the end of this document:

Description of the Event:

This is the Minnesota BMX State Finals - three days of racing to crown the state champions of MN.

List of Activities: This will be a BMX racing Event. We would like to request camping be allowed for this event from Thursday Night until Monday to help promote people staying in our community.

Proposed Location of the Event (be specific): Isanti Indoor Arena - Home of Rum River BMX

Estimated Number of People in Attendance (includes staff, participants, and spectators): Three Day Total attendance - 2500 to 3000

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

____ — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

____ — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail: We will be parking in our lot and the over flow lots by the arena. we are asking to park in the field behind the arena to the south and the area'sto the east. Camping in the south fields

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

X Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____
Only parking signs directing flow will be placed

N/A Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A Vendors will be present at the event (Attach information to the Application)

_____ Tents, equipment, amusement rides, etc.
Size: _____
Location: _____

_____ Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: _____

N/A Fireworks

_____ Street Closure – if yes, what streets: _____

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

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

X Clean-up Plans – Describe in detail: _____
All cleaning will be done by BMX volunteer staff.

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

X Live entertainment – Describe in detail: BMX pedal bike racing

X Will any other public addressing system or sound amplification be used? If so, describe: Our Current System

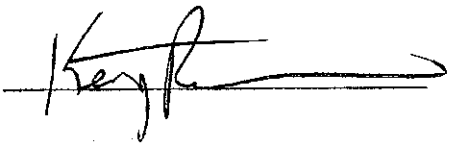
N/A Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

N/A If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? No tickets sold

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

APPLICANT SIGNATURE

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

Applicant Signature: 

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

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

_____

_____

_____

_____

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

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

_____

_____

_____

_____

(Special Events Holder Initials Here) kjr

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

Participant Release and Indemnification required? YES ____ NO____

(Special Events Holder Initials Here) kjr

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

(Special Events Holder Initials Here) kjr

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

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

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Kevin J. Riedemann

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

Name Kevin J. Riedemann

Title Track Operator Rum River BMX

Signature

Date 02-25-2016

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

Fire Chief
X Approved _____ Denied _____ N/A Signature: Email Approval

Police Chief
X Approved _____ Denied _____ N/A Signature: Ann C. Hill

Public Services Director
X Approved _____ Denied _____ N/A Signature: Jon Woods

Community Events & Parks Coordinator
X Approved _____ Denied _____ N/A Signature: Kate Everett

Community Development Director
X Approved _____ Denied _____ N/A Signature: Rebecca M. Adler

City Administrator
X Approved _____ Denied _____ N/A Signature: _____

City Council
_____ Approved _____ Denied

Date of Review: _____

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, March 17, 2016 11:23 AM
To: Isanti Parks
Subject: RE: Special events permits submitted for consideration

Katie,

Isanti Fire approves the special event permit applications for the Land O Lakes National, 10/29-30 Special Event, State Race and State Finals at the BMX complex as submitted. Al Jankovich | Isanti Fire District

Thank you.

Al

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, March 10, 2016 10:19 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: FW: Special events permits submitted for consideration

Hello Al,

Please review the attached special event permits from Rum River BMX. The biggest thing for you to note is that the Land O Lakes National includes closing Isanti Parkway from the tracks to the facility.

They are requesting camping for all of these events, and have a pretty large turnout expected especially for the National event.

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

From: Kevin Riedemann [mailto:kriedemann@dufresnemfg.com]
Sent: Friday, February 26, 2016 1:37 PM
To: Isanti Parks
Cc: kevin@rumriverbmx.com
Subject: Special events permits submitted for consideration

Hello,

RESOLUTION NO. 2016-XXX **K.3.d.**

RESOLUTION APPROVING A SPECIAL EVENT APPLICATION FOR THE DOUBLE POINT BMX RACING EVENT AND COLLEGE SCHOLARSHIP FUNDRAISER

WHEREAS, Kevin Riedemann, on behalf of the Rum River BMX Association, has submitted a Special Event application requesting approval to host the Double Point BMX Racing Event and College Scholarship Fundraiser; and,

WHEREAS, the event is scheduled to take place on Saturday, October 29th from 10:00 am to 10:00 pm Sunday, October 30th from 10:00 am to 5:00 pm at the Rum River BMX Track located at 101 Isanti Parkway NW; and,

WHEREAS, the estimated number of people to be in attendance over that time period is 1500-2000; and,

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

WHEREAS, parking for volunteers, spectators, and participants will be at the Isanti Indoor Arena parking lot with overflow at Bluebird Park parking lots and the fields behind the facility; and,

WHEREAS, the application submittal does require a $100 clean-up deposit fee, which would need to be waived by the City Council; and,

WHEREAS, the applicant has requested that camping be permitted (no fires would be permitted) from Friday evening through Sunday;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby approve the special event request with the following conditions:

- Primary parking for volunteers, spectators, and participants will be on the Isanti Indoor Arena lot with overflow parking within Bluebird Park parking lots and on the fields behind the building. No parking is allowed on Public Works grounds.
- Camping is permitted only on the Isanti Indoor Arena and former Vision Wake grounds, provided no fires are allowed. No camping is allowed on Public Works grounds.

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

This resolution was duly adopted by the Isanti City Council this 5th day of April 2016.

Attest:

George A. Wimmer
Mayor

Karissa Henning
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: Feb 26, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River BMX

Contact Person: Kevin Riedemann

Address: 31719 lever street NE

City: Cambridge State: MN Zip: 55008

Phone: 763 - 244 - 0314 Fax: ___ - ___ - ___ Cell: ___ - ___ - ___

E-mail: Kevin@rumriverbmx.com

Secondary Contact Person: Andy Strom

Address: ___

City: Cambridge State: MN Zip: 55008

Phone: 612 - 226 - 573[illegible] Fax: ___ - ___ - ___ Cell: ___ - ___ - ___ E-mail: Andy@rumriverbmx.comThis

EVENT INFORMATION

Date(s) of Event: Oct 29th and 30th

Hours of Event: Oct. 29th from 10am until 10pm, Oct 30th 10am until 5pm

Type of Event: Double point BMX racing event and college scholorship fundraiser event.

If additional space is needed, use blank page at the end of this document:

Description of the Event:

This event is a special bonus race that is given to Rum River BMX to promote racing in MN, we also have a college scholorship race that we are raising money to provide scholorships to deserving riders.

List of Activities: This will be a BMX racing Event. We would like to request camping be allowed for this event from Friday Night until Sunday to help promote people staying in our community.

Proposed Location of the Event (be specific): Isanti Indoor Arena - Home of Rum River BMX

Estimated Number of People in Attendance (includes staff, participants, and spectators): Two Day Total attendance - 1500-2000

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

____ — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

____ — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail: We will be parking in our lot and the over flow lots by the arena. we are asking to park in the field behind the arena to the south and the area'sto the east. Camping in the south fields

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X Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____
Only parking signs directing flow will be placed

N/A Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A Vendors will be present at the event (Attach information to the Application)

_____ Tents, equipment, amusement rides, etc.
Size: _____
Location: _____

_____ Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: _____

N/A Fireworks

_____ Street Closure – if yes, what streets: _____

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

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

X Clean-up Plans – Describe in detail: _____
All cleaning will be done by BMX volunteer staff

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X — Live entertainment – Describe in detail: BMX pedal bike racing

X — Will any other public addressing system or sound amplification be used? If so, describe: Our Current System

N/A — Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

N/A — If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? No tickets sold

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

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-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

_____
_____
_____
_____

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

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

_____
_____
_____
_____

(Special Events Holder Initials Here) kjr

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

Participant Release and Indemnification required? YES ____ NO____

(Special Events Holder Initials Here) kjr

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

(Special Events Holder Initials Here) kjr

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

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whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

(Special Event Holder Initials Here) kjr

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

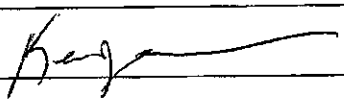
PRINTED NAME OF SPECIAL EVENTS HOLDER:

Kevin J. Riedemann

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

Name Kevin J. Riedemann

Title Track Operator Rum River BMX

Signature 

Date 02-25-2016

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

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email approval (attached)

Police Chief
__X__ Approved _____ Denied _____ N/A Signature: Gen C. Hill

Public Services Director
__V__ Approved _____ Denied _____ N/A Signature: Jim Wood

Community Events & Parks Coordinator
__X__ Approved _____ Denied _____ N/A Signature: Katie Everitt

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: Rebecca Sabo

City Administrator/City Clerk
__X__ Approved _____ Denied _____ N/A Signature: _____

City Council
_____ Approved _____ Denied

Date of Review: _____

City of Isanti
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Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, March 17, 2016 11:23 AM
To: Isanti Parks
Subject: RE: Special events permits submitted for consideration

Katie,

Isanti Fire approves the special event permit applications for the Land O Lakes National, 10/29-30 Special Event, State Race and State Finals at the BMX complex as submitted. Al Jankovich | Isanti Fire District

Thank you.

Al

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, March 10, 2016 10:19 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: FW: Special events permits submitted for consideration

Hello Al,

Please review the attached special event permits from Rum River BMX. The biggest thing for you to note is that the Land O Lakes National includes closing Isanti Parkway from the tracks to the facility.

They are requesting camping for all of these events, and have a pretty large turnout expected especially for the National event.

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

From: Kevin Riedemann [mailto:kriedemann@dufresnemfg.com]
Sent: Friday, February 26, 2016 1:37 PM
To: Isanti Parks
Cc: kevin@rumriverbmx.com
Subject: Special events permits submitted for consideration

Hello,

K.4.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Public Services Director

Date: April 5, 2016

Subject: Consider Resolutions to Accept Bids for River Bluff Preserve Park Improvements for Parking Lot, Water Line and Trail & Stairway

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Background:

At the January 19, 2016 City Council Meeting, Council approved development of River Bluff Preserve Park (38-Acre Parkland) to include walking trails, parking lot, fishing access and a community garden. Bids have been received for parking lot, trail & stairway and community garden irrigation water line. Funding was established at that time to be an interfund loan from the General Fund Fund to the Park Dedication Fund, of which to be repaid as the Park Dedication Fund was replenished with City development. The bid for the trail and stairway came in higher than was initially proposed to Council and ultimately budgeted. Staff is requesting an interfund loan to fulfill the development after residual funds from the water line, parking lot and general contingency funds are used which would be $27,971.92; also to be repaid as the Park Dedication Fund is replenished by development in the City.

Parking Lot:

Three bids have been received:

Bidder Name	Total Amount
Prefer Paving & Ready Mix Inc.	$29,950.00
Dirtworks, Inc.	$56,043.00
Knife River	$62,628.50

The lowest bidding contractor's bid is attached.

Community Garden Irrigation Water Line:

One bid was received:

Bidder Name	Total Amount
MJL Contracting, Inc.	$3,800.00

The contractor's bid is attached.

Trail & Stairway:

Two bids have been received:

Bidder Name	Total Amount
G. L. Contracting Inc.	$50,176.00
Dirtworks, Inc.	$80,350.00

The lowest bidding contractor's bid is attached.

Staff Request:
Consider approving the bids for the parking lot, water line and trails and stairway as development of the River Bluff Preserve Park. As part of approving the bid for the trails and stairway, the resolution includes approval of an interfund loan in the amount of $27,971.92 to be repaid to the General Fund Fund from the Park Dedication Fund.

Attachments:
- 2016-XXX - Resolution Awarding the Bid for the Parking Lot For River Bluff Preserve
- 2016-XXX - Resolution Awarding the Bid for the Water Line for the Community Garden in River Bluff Preserve
- 2016-XXX - Resolution Awarding the Bid for the Trails & Stairway for River Bluff Preserve
- Prefer Paving & Ready Mix, Inc Bid
- MJL Contracting, Inc. Bid
- G.L. Contracting, Inc. Bid

RESOLUTION NO. 2016-

K.4.a.

RESOLUTION AWARDING THE BID FOR THE PARKING LOT FOR RIVER BLUFF PRESERVE PARK

WHEREAS, the City approved funding for the development of the River Bluff Preserve Park per Resolution No. 2016-011; and,

WHEREAS, three (3) quotes were received for the parking lot:

Bidder Name	Total Amount
Prefer Paving & Ready Mix Inc.	$29,950.00
Dirtworks, Inc.	$56,043.00
Knife River	$62,628.50

WHEREAS, Prefer Paving & Ready-Mix Inc. was the responsible low bidder with a bid of $29,950.00; and,

WHEREAS, the parking lot development had budgeted engineering costs through Bolton and Menk, Inc., not to exceed, $8,494.20 and contingency in the amount of $2,995.00 to use as necessary for the project site; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the Mayor and/or City Administrator/and or Clerk are hereby authorized and directed to enter into a contract with Prefer Paving & Ready Mix Inc., in the name of the City of Isanti for the construction of River Bluff Preserve Park Parking Lot as bid according to the plans and specifications.

AND, FURTHERMORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, as follows:

1. Hereby accepts the bid from Prefer Paving & Ready Mix, Inc. for the parking lot in the total amount of $29,950.00.
2. Hereby approves funds for contingency and engineering per this Resolution in the total amount of $11,489.20.
3. Authorize payment, if necessary, at time of services and prior to inclusion on the Accounts Payable listing.
4. Funding source is Park Dedication Fund.

This resolution was duly approved by the Isanti City Council this 5th day of April 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/ City Clerk

(SEAL)

Proposal

PREFER PAVING & READY-MIX INC.

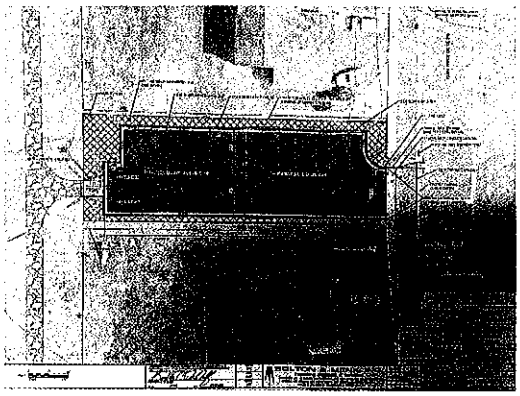
1005 South Bremer • P.O. Box 709
Rush City, MN 55069
Rush City 320-358-3539
Forest Lake 651-464-6883
Fax: 320-358-3952
www.preferpavinginc.com

Date: 3-22-16

Customer Information:	Directions:
City of Isanti Josi Wood Jwood@cityofisanti.us 612-270-6188	River Bluff Preserve

Job Description

Saw cut and remove existing concrete sidewalk and topsoil. Add 6" of recycle CL-5 base . Establish drainage and compact. Install concrete b6-18 curb and parking lot approach per plan. Then paver lay 2" - 9.5 spwe and a second lift @ 1/1/2" 9.5 spwe Hot Mix Asphalt and machine roll to a smooth finish!
Handicap sign, striping, erosion control, and added sidewalk is also included in total



Johnny Mold
Cell: 651-775-3078
JohnnyMold@gmail.com

**Optional extended 5 year warranty available.

Total Amount Due Upon Completion: $ 29,950

*** NOTE: This is a proposal and may be withdrawn if not accepted within 30 days of this date.**

ACCEPTANCE OF PROPOSAL:
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be as outlined. Standard 1 year warranty on all materials and craftsmanship.
All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

AUTHORIZED SIGNATURE

OWNER'S SIGNATURE

NOTICE TO OWNER CONCERNING LIEN RIGHTS:
(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTION.
(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

RESOLUTION NO. 2016-

RESOLUTION AWARDING THE BID FOR AN IRRIGATION WATER LINE FOR THE COMMUNITY GARDEN IN RIVER BLUFF PRESERVE

WHEREAS, the City approved funding for the development of the River Bluff Preserve Park per Resolution No. 2016-011; and,

WHEREAS, one (1) bid was received for the installation of the irrigation water line for water availability for users of the community garden; and,

WHEREAS, MJL Contracting is seen as a responsible bidder in the amount of $3,800.00; and,

WHEREAS, the project would include contingency in the amount of $1,000.00 for unknown variables, permit fees and can be used for other site preparation; and,

WHEREAS, the Finance Committee recommended the acceptance of the bid and contingency cost;

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

1. Hereby accepts the quote from MJL Contracting for the irrigation line for water for the community garden in the amount of $3,800.00.
2. Hereby approves contingency funds per this Resolution in the amount of $1,000.00.
3. Authorize the Public Services Director to sign the required documents.
4. Authorize payment, if necessary, at time of services and prior to inclusion on the Accounts Payable listing.
5. Funding source is Park Dedication Fund.

This resolution was duly approved by the Isanti City Council this 5th day of April 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/ City Clerk

PROPOSAL

5265 269th Avenue NE
Isanti, MN 55040
763-444-6668

We propose to do the following work at:
2-24-16 City Of Isanti
1107 Rum River Drive SW
Isanti, MN 55040
Phone:612-270-6188

Qty	Description	Cost
	Tap 8" water main on south end and install curb	
	Stop with blow out valve.	
	1- back flow preventer	
	4- spigots as per drawing	
	4- 6 x6 post to mount spigots	
	4- 1" galvanized up right for spigots	
	500ft. of 1" 160 psi pipe trenched as per drawing	
	Trenched line to be buried 24-36 inches in depth	
	Total for above described materials and labor	$3800.00
	TOTAL DUE:	$

Terms and Conditions:

All work will be done in a professional manner. Area in which work is being done will be cleaned up upon completion of job. Any unforeseen problem that may arise will be billed separate from this proposal; it will be authorized by the owner and billed out as time and materials (T/M). A 50% deposit is required to start any work. A Final Payment is due upon completion of proposed work. Work may be delayed due to weather. Settling after final grade is not included. Any extra work authorized by owner is also due upon completion of work.

Date: _____ **Signature:**_____
Submitted by representative for MJL Contracting.

I have read and understand the terms and conditions. By signing here I also agree to all terms and conditions and authorize the work to be done. I also understand that all extra work is done as T/M/ and is billed out in addition to price proposed.

Date: _____**Authorized signature of owner**_____

K.4.c.

RESOLUTION NO. 2016-

RESOLUTION AWARDING THE BID FOR THE TRAILS AND STAIRWAY FOR RIVER BLUFF PRESERVE PARK

WHEREAS, the City approved funding for the development of the River Bluff Preserve Park per Resolution No. 2016-011; and,

WHEREAS, two (2) bids were received for the trail and stairway:

Bidder Name	Total Amount
G. L. Contracting Inc.	$50,176.00
Dirtworks, Inc.	$80,350.00

WHEREAS, G. L. Contracting, Inc. was the responsible low bidder with a bid of $33,287.40 for the earthen trail and $15,927.30 for the stairway and $961.30 for limestone per unit price for the stairway; and,

WHEREAS, the trail development has engineering as proposed through Bolton and Menk, Inc., not to exceed, $4,000.00 and contingency in the amount of $3,960.17 in addition to the contractor's cost which may be used for additional limestone material as necessary; and,

WHEREAS, additional funding is necessary to cover the full cost of the trail and stairway development; and,

WHEREAS, budgeted carryover funds from the irrigation water line and parking lot in the amount of $8,209.81 will be used for the trail and stairway and the remainder unbudgeted funds will be from an interfund loan from the General Fund Fund to the Park Dedication Fund in the amount of $27,971.92; and,

WHEREAS, the General Fund Fund will be repaid as the Park Dedication Fund is replenished by development in the City of Isanti;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the Mayor and/or City Administrator/and or Clerk are hereby authorized and directed to enter into a contract with G. L. Contracting, Inc., in the name of the City of Isanti for the construction of River Bluff Preserve Park Trail Project as bid according to the plans and specifications.

AND, FURTHERMORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, as follows:

1. Hereby accepts the bid from G. L. Contracting, Inc. for the park trail and stairway in the total amount of $50,176.00.
2. Hereby approves funds for contingency and engineering per this Resolution in the total amount of $7,960.17.
3. Authorize payment, if necessary, at time of services and prior to inclusion on the

Accounts Payable listing.

4. Funding source is Park Dedication Fund.

This resolution was duly approved by the Isanti City Council this 5th day of April 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/ City Clerk

(SEAL)

GL Contracting

SCHEDULE OF UNIT PRICES

RIVER BLUFF PRESERVE TRAIL
CITY OF ISANTI, MINNESOTA
BMI PROJECT NO. R13.111540

DATE: 3/14/2016

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and all applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item, and total.
CY (LV) = Cubic Yards, Loose Volume
CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)
CY (EV) = Cubic Yards, Excavated Volume (Measured in Place)
(P)=Planned Quantity Basis of Measurement

BID SCHEDULE A - TRAIL GRADING

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LUMP SUM	1,543.60	1,543.60
2	CLEARING & GRUBBING	2.00	ACRE	1,710.00	3,420.00
3	TRAIL GRADING	1	LUMP SUM	13,720.30	13,720.30
4	BLUFF GRADING	1	LUMP SUM	5,612.70	5,612.70
5	EROSION CONTROL BLANKET CATEGORY 3 W/ SEED MIX 25-151, FERTILIZER TYPE 3	1,280	SQ YD	2.10	2,688.00
6	SEEDING W/ HYDRAULIC MATRIX TYPE (BFM), SEED MIX 25-151, FERTILIZER TYPE 3	1.00	ACRE	6,302.40	6,302.40

SUBTOTAL BID (A): $ 33,287.40

BID SCHEDULE B - TRAIL SURFACING

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
1	CRUSHED LIMESTONE 3/8" MINUS W/ GEOTEXTILE FABRIC TYPE IV	3,350	SQ YD	10.30	34,505.00

SUBTOTAL BID (B): $ 34,505.00

BID SCHEDULE C - STAIRWAY

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
1	CLEARING & GRUBBING	0.25	ACRE	1,710.00	427.50
2	STAIRWAY GRADING	1	LUMP SUM	1,234.80	1234.80
3	WOOD FRAMED STEP	75	EACH	184.60	13,845.00
4	EROSION CONTROL BLANKET CATEGORY 3 W/ SEED MIX 25-151, FERTILIZER TYPE 3	200	SQ YD	2.10	420.00

SUBTOTAL BID (C): $ 15,927.30

TOTAL AMOUNT BID (A+B+C): $ 83,719.70

K.5.

A Community For Generations.

Isanti

MEMO

To: **Mayor and City Council**
From: Karissa Henning, Human Resources/ City Clerk
Date: April 5, 2016
Subject: City of Isanti Organizational Chart 2016 – 2020

One of the City Council's goals for 2016 was to create an organizational staffing plan for future years for the City of Isanti. The Personnel Committee reviewed this matter and below are the proposed staffing changes in each department for the City of Isanti for 2016-2020:

Administration

- 2016: Increase Part-Time Administrative Data Clerk to 30 hours/ week (Currently 25 Hours/Week)
- 2019: Increase Administrative Data Clerk to Full-Time
- 2019 & 2020: Add One Temporary Part-Time Scanner

Finance

- 2017: Promote Accounting Clerk to Assistant Finance Director
- 2017: Promote Utility Billing Clerk to Accounting Clerk/ Utility Billing Clerk
- 2017: Increase Utility Billing Duties of Receptionist/ Utility Billing Clerk

Economic Development

- 2016 & 2017: Add One Part-Time Economic Development Intern
- 2018: Promote Intern, transition into Part-Time Employee (Economic Development/ Marketing Assistant)
- 2020: Increase Economic Development/ Marketing Assistant to Full-Time

Community Development

- 2018 & 2019: Add One Part-Time Planning Intern

Liquor Store

- 2019: Add One Full-Time Assistant Liquor Store Manager

Public Services (Public Works and Parks)

- 2016: Add Two Part-Time Seasonal Maintenance Workers

- 2016: Increase Community Events/ Parks Coordinator to Full-Time (Currently 25 Hours/Week)
- 2017: Add One Part-Time Engineering Technician
- 2017: Add One Full-Time Maintenance Technician
- 2018: Increase Engineering Technician to Full-Time

Police

- No Changes

Council Action:

- Approve the Proposed Organizational Staffing Plan for 2016-2020

Attachments:

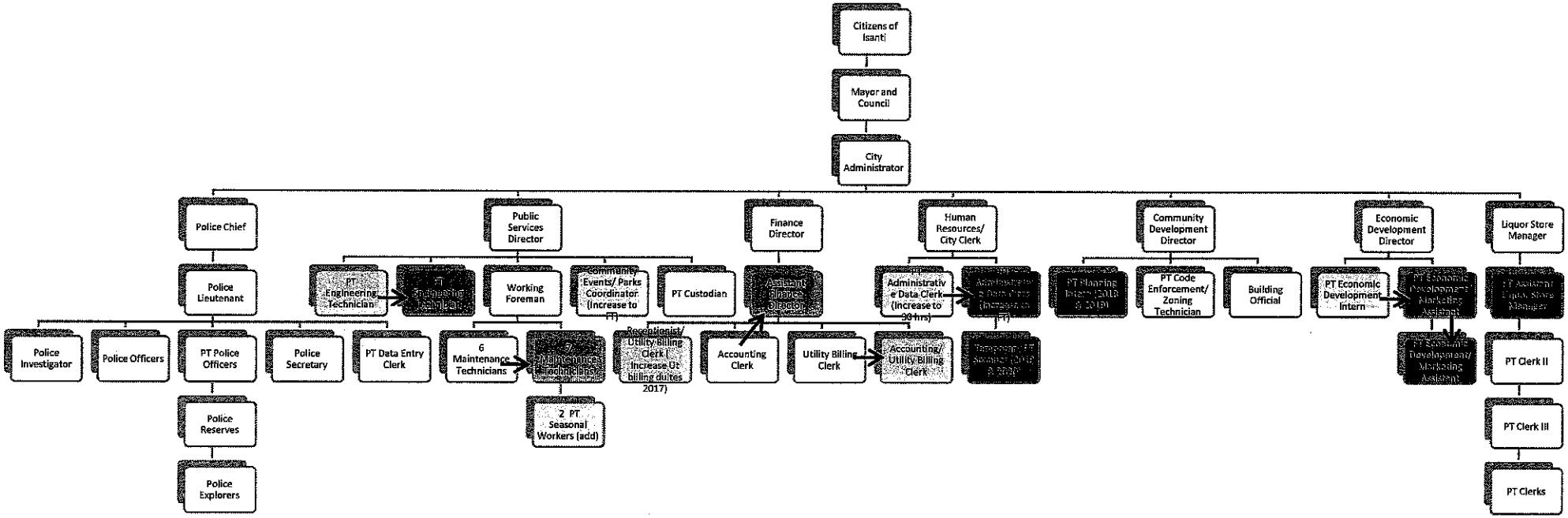
- Organizational Staffing Plan Chart 2016-2020

Future

City of Isanti Organizational Structure

Key

- 2016
- 2017
- 2018
- 2019
- 2020



K.6.

A Community For Generations.

Isanti

MEMO

To: **Mayor and City Council**

From: Karissa Henning, Human Resources/ City Clerk

Date: April 5, 2016

Subject: Increase Part-Time Community Events and Parks Coordinator Position to Full-Time

---

In the City's organizational plan for 2016, increasing the part-time Community Events and Parks Coordinator position to full-time was one of the changes. With the increase in hours, the Community Events and Parks Coordinator will be also taking on additional duties and leading parks projects; therefore, the Personnel Committee recommends increasing the job points and pay range for the Community Events and Parks Coordinator position.

Attached for Council review is an amended job description for the Community Events and Parks Coordinator position along with a revised pay range and job points.

Council Action

- Approve the attached: Resolution Approving to Increase the Part-Time Community Events and Parks Coordinator Position to Full-Time; Approving the Amended Job Description, Pay, and Points; and Promoting Current Part-Time Community Events and Parks Coordinator Katie Everett to the New Full-Time Community Events and Parks Coordinator Position

RESOLUTION NO. 2016-

RESOLUTION APPROVING TO INCREASE THE PART-TIME COMMUNITY EVENTS AND PARKS COORDINATOR POSITION TO A FULL-TIME POSITION; APPROVING THE AMENDED JOB DESCRIPTION, PAY, AND POINTS; AND PROMOTING PART-TIME COMMUNITY EVENTS AND PARKS COORDINATOR KATIE EVERETT TO THE NEW FULL-TIME COMMUNITY EVENTS AND PARKS COORDINATOR POSITION

WHEREAS, In the City's organization plan for 2016, increasing the part-time Community Events and Parks Coordinator to full-time was one of those changes; and,

WHEREAS, With the increase in hours, the Community Events and Parks Coordinator will be taking on additional duties and leading parks projects; and,

WHEREAS, the Personnel Committee has reviewed this matter and recommends amending the job description, pay, and points for the full-time Community Events and Parks Coordinator position.

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

1) The Community Events and Parks Coordinator position becomes a full-time position effective April 6, 2016.
2) The attached amended job description (Exhibit A) is hereby approved for the Community Events and Parks Coordinator position.
3) The attached amended pay and points (Exhibit B) are hereby approved for the Community Events and Parks Coordinator position.
4) Part-time Community Events and Parks Coordinator Katie Everett will be promoted to the full-time Community Events and Parks Coordinator effective April 6, 2016.
5) Katie Everett will be placed at step 1 ($43,404.98 annually) of the full-time Community Events and Parks Coordinator pay range effective April 6, 2016.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/ City Clerk

(SEAL)

EXHIBIT A

CITY OF ISANTI
JOB DESCRIPTION

JOB TITLE:	Community Events and Parks Coordinator
DEPARTMENT:	~~Administration~~Parks, Recreation and Culture
SUPERVISION:	~~Community Development~~Public Services Director
EFFECTIVE DATE:	~~11-26-2013~~ 4-5-2016
FLSA STATUS:	Exempt
HOURS WORKED:	8:00 a.m. – 4:30 p.m., M-F; and evening meetings/ weekend events as required.

DEFINITION:
Manages City parks, programs, and facilities. Manages and markets City events. Serves as the staff liaison to the Parks, Recreation, and Culture Board. Performs other related administrative duties as required.

SUPERVISION RECEIVED:
Works under the general supervision of the ~~Community Development~~Public Services Director.

SUPERVISORY FUNCTIONS:
None.

EQUIPMENT/JOB LOCATION:
Works primarily from an office in City Hall. On-site inspections of City parks and facilities, as necessary. On location for outdoor/indoor community events.

Equipment used includes, but is not limited to, personal computer, printer, fax machine, ~~and~~ copy machine and off road side by side vehicle~~.~~

ESSENTIAL FUNCTIONS OF THE JOB:

- Provides information/features for the City website.
- ~~Responsible for coordinating website maintenance and updates with vendor.~~
- Updates the City website with agendas, meeting minutes and other updates as assigned.
- The creation, editing and formatting of City marketing material including the Parks Brochure and Isantian.
- Prepares and implements community events as directed, to include advertising, collection/tracking of sponsor monies, obtaining contracts/forms, etc. for the Farmer's Market, ~~and~~ Street Dances, Family Programming and Community Garden.
- Responsible for the scheduling of city park facilities, community center~~,~~ community garden and special event requests, etc.

- In conjunction with Public Works, provides for on-going operation and maintenance of City park grounds, improvements and structures.
- Provides administrative support to the Parks, Recreation & Culture Board. Prepares and distributes agenda materials for the Parks, Recreation and Culture Board. Prepares Parks, Recreation, and Culture Board as well as City Council staff reports, including background analysis, resolutions and recommendations.
- Works with Public Works for landscaping needs and ideas which includes the City's rain garden.
- Responsible for the operation of the Community Center and adherence to rental policies, coordinating cleaning, maintenance, and scheduling.
- Contacts vendors or coordinates with the Public ~~Works~~ Services Director for maintenance, repair or upkeep of the Community Center facility~~ies~~.
- Assists in general recordkeeping.
- Assists in digitizing Parks, Recreation and Culture files.
- Prepares materials for upcoming events and utilizes the City website and Farmer's Market Website and Facebook to promote events.
- Attends and participates in meetings and events that may or may not occur during normal business hours.
- Research and prepare information for city events and park related issues; propose ideas to make events and park facilities more successful.
- Assists with event set-up and close-out as directed.
- Assists with project development as directed.
- Prepares and monitors agreements with entities as directed.
- Prepares Memos and Resolutions as directed.

OTHER DUTIES AND RESPONSIBILITIES

- Performs other related duties as assigned or apparent.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to communicate effectively in English, both verbal and written formats.
- Ability to work well in a fast-paced environment.
- Ability to multi-task.
- Positive attitude.
- Personable and ability to work with a variety of people, City Officials, and the public.
- Possession of effective problem solving and analytical skills.
- Ability to concentrate and use reasoning and good judgment.
- Ability to establish and achieve priorities in the work environment.
- Must be able to socially, physically, and mentally able to perform all essential functions of the position in the working conditions described above.
- Ability to perform essential functions during required hours of work.
- Knowledge of methods of indexing records.
- Knowledge of general office procedures, policies, and methods.
- Ability to operate a PC, software including but not limited to Word, Outlook, Excel, etc, and meet reasonable typing speed standards.
- Ability to perform other related functions as assigned or apparent.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- The employee is frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Considerable ability to use large motor skills which include standing, walking, and climbing stairs during the workday.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- The employee will lift and/or move up to 50 pounds for tasks such as folding tables, desk furniture, and setting up rooms for meetings carrying supply boxes and file drawers.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, computer deskwork, etc.

MINIMUM QUALIFICATIONS:

- Two years of progressively responsible administrative support, with considerable public contact.
- High School diploma or GED and a two year degree in business administration, marketing, hospitality or related field; or two years of post-secondary coursework/ experience in planning, hospitality, marketing, business administration or related field. More extensive experience or courses may substitute for post-secondary course work.
- Must possess a valid Minnesota Class D driver's license or equivalent.
- Willingness to work flexible hours, including weekends.

PREFERRED QUALIFICATIONS:

- Bachelor's Degree in Parks and Recreation Administration, City Planning, Urban Studies or a related field.
- Prior public sector work experience is preferred.
- Experience in performing the essential functions of the position.

NON-DISCRIMINATION STATEMENT

The City of Isanti will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation status with regard to public assistance, or any other legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Isanti reserves the right to change and/or eliminate any and all job duties if needed).

EXHIBIT B

Community Events and Parks Coordinator

Current:
Part-Time, Non-exempt

Community Events and Parks Coordinator	125	$2,466.24	$2,562.69	$2,659.13	$2,755.58	$2,852.02	$2,948.47	$3,044.92
per hour		$14.23	$14.78	$15.34	$15.90	$16.45	$17.01	$17.57

Proposed
Full-Time, Exempt

Community Events and Parks Coordinator	230	$3,617.08	$3,758.53	$3,899.98	$4,041.43	$4,182.88	$4,324.33	$4,465.78
per hour		$20.87	$21.68	$22.50	$23.32	$24.13	$24.95	$25.76
per pay period		$1,669.42	$1,734.71	$1,799.99	$1,865.28	$1,930.56	$1,995.85	$2,061.13
per year		$43,404.98	$45,102.38	$46,799.78	$48,497.18	$50,194.58	$51,891.98	$53,589.38

K.7.

A Community For Generations.

Isanti

MEMO

To: **Mayor and City Council**

From: Karissa Henning, Human Resources/ City Clerk

Date: April 5, 2016

Subject: Promote Public Services Director to Public Services Director/ Assistant City Administrator

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The City of Isanti has been without an Assistant City Administrator since previous Finance Director/ Assistant City Administrator Cotton's resignation. Human Resources/ City Clerk Henning had helped and became the point of contact in the City Administrator's absence since Cotton's resignation, however, now with Henning's resignation there is a need for a new point of contact when the City Administrator is out of the office, and there is a need for additional duties of an Assistant City Administrator to be taken on.

The Personnel Committee has reviewed this matter the recommends promoting Public Services Director Josi Wood into the Assistant City Administrator role.

Attached for Council review and approval is an amended job description for the Public Services Director/ Assistant City Administrator position, a revised pay range, and point total.

RESOLUTION NO. 2016-XXX

RESOLUTION PROMOTING PUBLIC SERVICES DIRECTOR JOSI WOOD TO PUBLIC SERVICES DIRECTOR/ ASSISTANT CITY ADMINISTRATOR AND APPROVING AN AMENDED JOB DESCRIPTION, PAY RANGE, AND POINTS

WHEREAS, the City is in need of an Assistant City Administrator; and

WHEREAS, the Personnel Committee reviewed this matter and recommends promoting Public Services Director Wood to be the Public Services Director/ Assistant City Administrator; and

WHEREAS, the Personnel Committee also recommends the amended job description, pay range and points as attached.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Josi Wood is promoted to Public Services Director/ Assistant City Administrator.
2. The amended job description (Exhibit A), pay range and points (Exhibit B) are hereby approved.
3. That Wood be placed at step 3 of the new pay range at $81,045.41.
4. That Human Resources, City Administrator, and Mayor are authorized to complete all required documentation for the completion of this promotion.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest: Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk
(SEAL)

EXHIBIT A

CITY OF ISANTI
JOB DESCRIPTION

JOB TITLE:	Public Services Director / Assistant City Administrator
DEPARTMENT:	Public Services / Administration
SUPERVISION:	City Administrator
EFFECTIVE DATE:	4-5-2016
FLSA STATUS:	Exempt
HOURS WORKED:	40 hrs/wk plus

DEFINITION:
To manage and coordinate all activities within the parks department and public works department. In the park department manages City parks, facilities programs and City Events. In the Public Works Department, manages operation of the water, sanitary sewer and storm water facilities and systems, streets, lights, sanitation, vehicle maintenance, related inspections and to see that the work is done efficiently, accurately and safely.

Serves as Assistant City Administrator in his/her absence.

SUPERVISION RECEIVED:
Works under the general supervision of the City Administrator.

SUPERVISORY FUNCTIONS:
Provides general supervision to department staff, with direct supervision of Department Supervisors, which include the Public Works Foreman and/or Lead Worker(s) and the Community Events / Parks Coordinator, and Custodian.

In absence of the City Administrator, provides direction and assistance to City Department Heads.

EQUIPMENT/JOB LOCATION:
Works primarily from an office at City Hall with an adjunct office the Public Works Facilities and Maintenance Garage. On-site inspections of city grounds, parks buildings and city infrastructure as required. On location for community events as required. Equipment used includes, but is not limited to, personal computer, printer, fax machine, and copy machine, driving and use of city vehicles and light equipment.

ESSENTIAL FUNCTIONS PERFORMED:
The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

ADMINISTRATION FUNCTIONS

- In absence of the City Administrator, performs responsible managerial and supervisory work coordinating and directing City government operations under the direction of the City Council. Provides direction and assistance to Department Heads as needed. Responds to questions and concerns from the Mayor, City Councilors, citizens, outside agencies and the general public.

- Attends City Council Meetings as directed. Attends City Committee meetings as necessary to remain informed on City projects and On-going City Operations.

PUBLIC WORKS FUNCTIONS

- Manages all Operations of the Public Works Department. Determines work priorities, projects and programs for the Department.
- Participates in the hiring process and recommends selected candidates; directs training for department staff, evaluates performance with an annual review, meets with employees as needed; addresses complaints/concerns and works with Human Resources to resolve problems of employees and provides documentation of same.
- Oversees and assists Department Supervisors in the exercise of all personnel functions; ensures labor agreements, safety rules and practices and personnel policies are enforced.
- Establishes, implements and enforces departmental policies and procedures. Oversees Department Safety programs, etc. and OSHA compliance. Responsible for implementation of annual budget for parks maintenance, streets, and utilities. Participates in annual budgeting process for streets, parks and utilities by preparing budgets and providing input on department operational and capital needs
- Assists the Finance Director on the annual and long range capital improvement plan for the department. Maintains an inventory of department equipment, vehicles, and tools.
- Works with City Engineer and Department Supervisors to identify and address road maintenance and repair needs. Through Department Supervisors coordinates work processes to accomplish crack sealing, striping, overlays, culvert repair, replacement or thawing, removing barriers, replacing or fixing signs, hauling and placing gravel, mowing and brushing roadsides and removing trees.
- Through Department Supervisors, oversees the removal of snow and ice from roads, sidewalks, trails and parking lots.
- Through Department Supervisors, oversees and directs operation of the water plant, wells, water tower and distribution system, that the daily water routine is accomplished; checking of the water supply on a daily basis; recording of chlorine and fluoride readings daily, adding of chemicals when needed. Responsible to ensure that MDH rules and reporting are followed.
- Through Department Supervisors, ensures that park and recreation facility maintenance activities are completed.
- Through Department Supervisors, ensures that all building maintenance activities are completed such as: cleaning, setup, mowing and trimming weeds around buildings.
- Receives and responds to inquiries and complaints from the public.
- Attends meetings as necessary: staff, labor-management, pre-construction, public works committee and city council.
- Conducts inspections for or with Department Supervisors, the Building Official and City Engineer.

- Deals with the public, businesses, and state and county agencies.
- Coordinates with power companies and developers on various issues.
- Working with Department Supervisors, staff or Consultants as necessary regarding tree inspections and removal. Acts as tree inspector for the city.
- Maintains maps of valve locations, water and sewer pipe location, etc.
- Monitors operations to ensure compliance with applicable laws, regulations, rules, and policy.
- Develops preventive maintenance plan for city vehicles and equipment and ensures it is followed; maintains and updates equipment records and oversees minor to major repair of equipment and motors.
- Through Department Supervisors, oversees the cleaning of sewer lines and flushing of water system.
- Through Department Supervisors, oversees and directs operation of the wastewater treatment facility, the monitoring of influent and effluent wastewater flows and collection of wastewater and potable water samples; responsible to see reports and samples are sent to state agencies as required.
- Through Department Supervisors, oversees the installation, repair, calibration, and replacement of water meters.
- Though Department Supervisors, oversees, maintains, and performs major repairs to pumps and lift stations; oversees the checking of pump house daily to see that wells are pumping; testing of generator at pump house weekly to be sure it's working correctly; reads out pumping stations in winter and ensures recording of information is accurate.
- Through Department Supervisors, oversees and directs operation of storm water system, storm water system maintenance and street sweeping.
- Through Department Supervisors, oversees painting of city and park buildings, equipment, and curbs; oversees and adds white stripes to city streets to designate parking areas, handicap parking, and crosswalks.
- Assists with city emergency response in accordance with City emergency plans and NIMS procedures.
- Through Department Supervisors, oversees miscellaneous welding, carpentry, and plumbing work.

PARKS AND RECREATION FUNCTIONS

- Responsible for Operations and maintenance of city parks, public grounds, and related facilities, improvements and structures. Provides recommendation for improvements and programs that will enhance park facilities and recreational opportunities.
- Responsible for management and operation of the Isanti Community Center facility and grounds. Provide recommendations on facility improvements and programming that will enhance usage and facility value.
- Responsible for implementation of the annual budget for Parks, Recreation and Culture. Participates in annual budget process by preparing budgets and providing input on departmental, operational, and capital needs.
- Assists Finance Director on the annual and long range capital improvement plan for the department.
- Manages and implements community events and the Farmer's Market. Assists Community Events & Parks Coordinator with marketing and event operations as necessary.

- Provides administrative support to the Parks, Recreation & Culture Board (directly or by designee). Prepares and distributes agendas materials for the Board. Prepares staff memos for the Board and City Council, including background analysis, resolutions, and recommendations.
- Attends and participates in meetings for city events and park related issues, propose ideas to make events and park facilities more successful.
- Manages the City Website and provides information/features for the website. Responsible for coordinating website maintenance and updates with contracted vendor.

OTHER DUTIES AND RESPONSIBILITIES

Performs other related duties as assigned or apparent.

KNOWLEDGE / SKILLS / ABILITIES

- Knowledge of parks and public facility operations and effective practices and procedures.
- Knowledge of public works operations and effective practices and procedures.
- Ability to plan park, community event and public work department work on a project and seasonal basis.
- Knowledge of safety related laws such as OSHA, Employee Right to Know and AWAIR and ability to effectively incorporate proper procedures and practices into the daily work activities and tasks.
- Ability to supervise the Public Works Foreman, Lead Worker, employees (as needed) and Community Events & Parks Coordinator; to accomplish tasks making an efficient use of resources and to carry out all operations and functions of the Water and Wastewater Department, Streets and Parks Department.
- Ability to effectively communicate with members of the public and resolve issues or problems.
- Ability to oversee maintenance on all department equipment and facilities.
- Ability to respond quickly and decisively in emergency situations.
- Ability to exert moderate to considerable physical effort to perform the position's essential duties.
- Knowledge of Statutes, Regulations, Policies and procedures related to the position.
- Ability to maintain records and files.
- Must possess excellent written and oral communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, Council, legal counsel etc. sufficient to exchange or convey information and to receive work direction.
- Working knowledge about the operations of a mechanical wastewater treatment facility and the operations of a water treatment facility.
- Possess general computer skills and applicable software applications; and possess superior organizational skills.
- Ability to attend meetings outside of the typical workday.

- Ability to supervise, give clear direction, and conduct performance reviews on employees.
- Working knowledge of Minnesota Pollution Control Agency, Minnesota Health Department, and MNDOT requirements.
- Considerable knowledge of city ordinances as they pertain to the department.
- Considerable knowledge and ability to oversee street construction, maintenance and repair.
- Knowledge of emergency response procedures through NIMS training.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- Ability to push, pull, bend, stretch, kneel, squat, walk, and lift during the workday.
- Walking on all types of surfaces, sometimes over slippery and/or uneven and rough terrain.
- The employee is required to sit, talk, hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Considerable ability to use large motor skills which include standing, walking, and climbing ladders and stairs during the workday.
- Ability to twist and turn getting in and out of vehicles throughout the day as required for the position.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- The employee will lift and/or move up to 75 pounds for tasks as required for the position.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, etc.

ENVIRONMENTAL CONDITIONS

- Ability to work in all types of weather conditions, heat, cold, rain, snow, etc.
- May have contact with chemicals, i.e. automotive products, fumes, and dust, sanitary sewer, etc.

MINIMUM REQUIREMENTS:

- Bachelor's Degree in Civil Engineering, Public Administration, or related field.
- ~~Or two years of vocational school related to water and wastewater treatment or related field and five years public works practical experience in public works, water/wastewater treatment and operation of heavy equipment.~~

- Three years' experience in a supervisory capacity.

PREFERRED QUALIFICATIONS:

- Master's Degree in Civil Engineering, Public Administration, or a related field
- Experience in management of Parks maintenance and programs
- Experience in public works, water/wastewater collection and treatment systems, operation of heavy equipment

NON-DISCRIMINATION STATEMENT

The City of Isanti will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation status with regard to public assistance, or any other legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Isanti reserves the right to change and/or eliminate any and all job duties if needed).

06-30-15

EXHIBIT B

Proposed:

step		1	1.5	2	3	4	5	6	7
Public Services Director/ Assistant City Admin.	650	$6,263.87	$6,386.35	$6,508.83	$6,753.78	$6,998.74	$7,243.70	$7,488.65	$7,733.61
per hour		$36.14	$36.84	$37.55	$38.96	$40.38	$41.79	$43.20	$44.62
per pay period		$2,891.02	$2,947.55	$3,004.07	$3,117.13	$3,230.19	$3,343.24	$3,456.30	$3,569.36
per year		$75,166.47	$76,636.20	$78,105.94	$81,045.41	$83,984.88	$86,924.35	$89,863.82	$92,803.29

Current:

Public Services Director	604	$5,901.84	$6,017.24	$6,132.64	$6,363.44	$6,594.24	$6,825.03	$7,055.83	$7,286.63
per hour		$34.05	$34.71	$35.38	$36.71	$38.04	$39.38	$40.71	$42.04
per pay period		$2,723.93	$2,777.19	$2,830.45	$2,936.97	$3,043.49	$3,150.02	$3,256.54	$3,363.06
per year		$70,822.08	$72,206.87	$73,591.66	$76,361.24	$79,130.82	$81,900.40	$84,669.98	$87,439.56

K.8.

RESOLUTION NO. 2016-

A RESOLUTION REMOVING A CITY COUNCILOR FROM CITY BOARDS AND COMMISSIONS

WHEREAS, pursuant to City Council Resolution No. 2016 -78, a Vacancy on the City Council will be declared effective May 3, 2016, if City Councilor Adam Johnson fails to resume his duties as a Council member by May 2, 2016; and

WHEREAS, pursuant to the City of Isanti City Code, Chapter 18 Elections, Article III Vacancies in Elected Offices, Section 18-7 Vacancies in Council, A.3, any member of the Council forfeits their office for failure to attend three consecutive regular meetings of the Council without being excused by the Council; and,

WHEREAS, with the forfeiting of a City Councilor's Office pursuant to City Code, the Personnel Committee is further recommending censuring of City Councilor Adam Johnson by removal from City Boards and Commissions that had been previously assigned to him.

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

1. City Councilor Adam Johnson is officially censured for abandonment of his Office, by removal from all official appointments made to Boards and Commissions, pursuant to City Resolution 2016-01.

This Resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

K.9.

A Community For Generations.

Isanti

MEMO

To: **Mayor and City Council**

From: Karissa Henning, Human Resources/ City Clerk

Date: April 5, 2016

Subject: Expediting the Hiring Process for New Employees

The typical hiring process for new employees is to bring before the City Council a candidate recommended for hire with a full background and reference checks complete, along with any additional screening necessary such as psychological evaluations, physical fitness tests, drug and alcohol tests, etc.

In waiting until a recommended new hire candidate has passed all proper screenings and backgrounds, by the time it is ready to go before Council, there may be a week or two of lag time before the hiring recommendation actually goes before Council for final approval due to the City Council only meeting twice a month.

Personnel Committee Review
In order to expedite the hiring process and get new employees onboard and working sooner, the Personnel Committee recommends that all new hires that are brought before the City Council as soon as a hiring recommendation is made with the contingency of the applicants approval for the hire being based on the passing of any screenings necessary, a successful background and reference check, and the Personnel Committee's final approval.

Council Action
Approve the attached: Resolution Authorizing Hiring Recommendations to go Before Council Prior to the Completion of Background and Reference Checks

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING HIRING RECOMMENDATIONS TO GO BEFORE COUNCIL PRIOR TO THE COMPLETION OF BACKGROUND AND REFERENCE CHECKS

WHEREAS, the typical hiring process for new employees is to bring before the City Council a candidate recommended for hire with a full background and reference checks complete, along with any additional screening necessary such as psychological evaluations, physical fitness tests, drug and alcohol tests, etc.; and,

WHEREAS, in waiting until a recommended new hire candidate has passed all proper screenings and backgrounds, by the time it is ready to go before Council, there may be a week or two of lag time before the hiring recommendation actually goes before Council for final approval due to the City Council only meeting twice a month; and,

WHEREAS, in order to expedite the hiring process and get new employees onboard and working sooner, the Personnel Committee recommends that all new hires that are brought before the City Council as soon as a hiring recommendation is made with the contingency of the applicants approval for the hire be based on the passing of any screenings necessary, a successful background and reference check, and the Personnel Committee's final approval.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to approve the following expedited hiring process for new employees:

1. Staff is authorized to bring forward a recommended candidate for hire before the City Council for approval with the contingency of the hiring being based off of a successful background and reference check, and the the passing of any pre-screening necessary.
2. The Personnel Committee will give staff the final approval prior to the formal hiring of any employee.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

K.10.

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Brenda Frechette, Finance Director

Date: March 23, 2016

Subject: Consider Resolution Authorizing the Movement of Certain Funds for 2015

Background: Finance Committee met on March 17, 2016 regarding year-end transfers in regarding the 2015 Parking Improvements. Finance Committee approved the following:

1. The following 2015 Parking Lot Improvements are complete and the identified funding sources of the projects should be transferred.
   - Liquor Store Parking Lot – Total Cost of $91,575.40. To be funded 100% from Fund 609 Municipal Liquor Fund - $91,575.40 (it is recommended to transfer the expenses paid out of Fund 438 to Fund 609.
   - City Hall Parking Lot – Total Cost of $157,857.85. $48,386.73 should be transferred in from Fund 603 StormWater (603-49500-700), $17,705.15 from Designated Downtown Park Ride (101-25320), $50,000 should be transferred in from Fund 409 TIF 9 (409-46500-700) and the remaining $41,765.97 would be transferred in from Fund 101 General Fund (101-49110-700).
   - Community Center Parking Lot – Total cost of $69,983.76. $42,321.01 should be transferred in from Fund 603 StormWater (603-49500-700), $26,617.00 should be transferred in from Fund 920 Capital Replacement Fund – ICC Reserve (920-45300-500) and the remaining $1,045.75 would be transferred in from Fund 101 General fund (101-49110-700)
   - City Hall Sidewalk – Total cost of $10,155.30. To be funded 100% from General Fund 101 (101-49110-700).
   - City Hall Alley – this project is still in progress, however, the storm water portion of the project is complete. Funding for the storm water portion of $3,659.74 should be transferred in from Fund 603 StormWater (603-49500-700)

Action Requested: Consider Resolution Authorizing the Movement of Certain Funds for 2015

Attachments: Resolution Authorizing the Movement of Certain Funds for 2015

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING THE MOVEMENT OF CERTAIN FUND BALANCES

WHEREAS, the City Council of Isanti approved the 2015 Parking Improvement projects and proposed funding sources and

WHEREAS, the City Council of Isanti finds that it is in the best interests of the community to make the appropriate transfers to align City funds as intended.

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

1. The following 2015 Parking Lot Improvements are complete and the identified funding sources of the projects should be transferred.
   - Liquor Store Parking Lot – Total Cost of $91,575.40. To be funded 100% from Fund 609 Municipal Liquor Fund - $91,575.40 (it is recommended to transfer the expenses paid out of Fund 438 to Fund 609.
   - City Hall Parking Lot – Total Cost of $157,857.85. $48,386.73 should be transferred in from Fund 603 StormWater (603-49500-700), $17,705.15 from Designated Downtown Park Ride (101-25320), $50,000 should be transferred in from Fund 409 TIF 9 (409-46500-700) and the remaining $41,765.97 would be transferred in from Fund 101 General Fund (101-49110-700).
   - Community Center Parking Lot – Total cost of $69,983.76. $42,321.01 should be transferred in from Fund 603 StormWater (603-49500-700), $26,617.00 should be transferred in from Fund 920 Capital Replacement Fund – ICC Reserve (920-45300-500) and the remaining $1,045.75 would be transferred in from Fund 101 General fund (101-49110-700)
   - City Hall Sidewalk – Total cost of $10,155.30. To be funded 100% from General Fund 101 (101-49110-700).
   - City Hall Alley – this project is still in progress, however, the storm water portion of the project is complete. Funding for the storm water portion of $3,659.74 should be transferred in from Fund 603 StormWater (603-49500-700)

This resolution was duly adopted by the Isanti City Council this 5th of April 2016.

Attested:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

K.11.

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Brenda Frechette, Finance Director

Date: March 23, 2016

Subject: Consider Adoption of Fund Balance Policy for Water Fund 601 and Sewer Fund 602

Background:

At this time the current Fund Balance Policy applies specifically to the General Fund. The Finance Committee met on March 17, 2016 and discussed extending the fund balance at the 50 percent level to Water Fund 601 and Sewer Fund 602.

Current Action:

Request approval of Resolution 2016-xxx Adopting Fund Balance Policy for Water Fund 601 and Sewer Fund 602 at the same 50 percent level as the current fund balance policy in place for the General Fund.

Attachments:

Resolution Adopting Fund Balance Policy for Water Fund 601 and Sewer Fund 602.

RESOLUTION 2016-xxx

A RESOLUTION ADOPTING FUND BALANCE POLICY FOR WATER FUND 601 AND SEWER FUND 602

WHEREAS, the City of Isanti understands it has a responsibility to maintain prudent financial operations to ensure stability of City operations for the benefit of City residents and businesses; and,

WHEREAS, the City of Isanti current fund balance policy applies to governmental funds and does not specifically address reserve levels for Water Fund 601 and Sewer Fund 602; and,

WHEREAS, the City of Isanti would like to establish a minimum unreserved fund balance in both Water Fund 601 and Sewer Fund 602 at the same level 50 percent level as in the general fund

WHEREAS, Finance Committee is recommending approval;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota, hereby approves maintaining a minimum fund balance in both Water Fund 601 and Sewer Fund 602 at 50 percent of the next years budgeted expenditures.

This Resolution hereby approved by the Isanti City Council this 5th day of April 2016.

Attest: Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: April 5, 2016

Subject: A Resolution Approving an Operating Agreement between the City of Isanti and the Cambridge-Isanti School District for the Use of River Bluff Preserve and the Community Garden

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Background:
Staff from the Cambridge-Isanti School District have expressed interest in having access to areas of River Bluff Preserve for outdoor educational experiences. In cooperation with City of Isanti staff, one acre of the upper portion of River Bluff Preserve has been designated for use by the Cambridge-Isanti School District for long term native planting experiments. In addition, a 40'x50' section of the Community Garden has been reserved for the school district's use.

In order to ensure the best interests of both sides are maintained, an Operating Agreement has been written. The agreement has been reviewed by DOAC and the City Attorney. Upon City Council approval of the agreement, it will be brought to the Cambridge-Isanti School District for approval. Once all parties have approved and signed the agreement, school activities may begin pending development of the park.

Staff Request:
Staff is requesting City Council to approve the Operating Agreement between the City of Isanti and the Cambridge-Isanti School District for the Use of River Bluff Preserve and the Community Garden.

Attachment:
- Resolution 2016 - XXX
- Operating Agreement for the Use of River Bluff Preserve and Community Garden by Cambridge-Isanti School District

RESOLUTION 2016-

A RESOLUTION APPROVING AN OPERATING AGREEMENT BETWEEN THE CITY OF ISANTI AND THE CAMBRIDGE-ISANTI SCHOOL DISTRICT FOR THE USE OF RIVER BLUFF PRESERVE AND THE COMMUNITY GARDEN

WHEREAS, the City of Isanti has begun development of River Bluff Preserve and the Isanti Community Garden; and,

WHEREAS, the City of Isanti has received interest from the Cambridge-Isanti School District in having an outdoor educational space for use with students; and,

WHEREAS, City of Isanti staff met with Cambridge-Isanti teachers in order to determine the appropriate spaces to best serve the schools' educational needs; and,

WHEREAS, the DOAC committee discussed and approved an operating policy for one acre of River Bluff Preserve and a 40'x50' section of the community garden, and the City Attorney has reviewed the agreement; and,

WHEREAS, the agreement includes language that allows for future review and adjustment of the agreement by the City of Isanti with notice given to the school district;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to approve the Operating Agreement for the use of River Bluff Preserve and Community Garden by Cambridge-Isanti School District with the following condition:

- School District approval of terms and signatures by authorized persons

This Resolution hereby approved by the Isanti City Council this 5th day of April, 2016.

Attest:

Mayor George A. Wimmer

Karissa Henning
Human Resources/City Clerk

A Community For Generations.

Isanti

OPERATING AGREEMENT FOR THE USE OF RIVER BLUFF PRESERVE AND COMMUNITY GARDEN BY CAMBRIDGE-ISANTI SCHOOL DISTRICT

Intent

It is the intent of this Operating Agreement for the City of Isanti and the Cambridge-Isanti School District to establish an understanding of both the City's and the District's respective responsibilities with regards to the operation, use, and maintenance of portions of River Bluff Preserve and the Isanti Community Garden. This agreement may be amended from time to time by the action of the Isanti City Council. The City of Isanti shall make its best efforts to notify the Cambridge-Isanti School District staff whenever this policy is discussed in the future. The City of Isanti may terminate this agreement with 3 months' written notice. Upon termination of this agreement, the school district agrees to return the one acre plot to its native condition and- to incur all costs associated with its restoration.

Hours of Use

The Cambridge-Isanti School District will access the park during normal park hours. The hours for River Bluff Preserve are 7 am to 10 pm; however, all activities in the Community Garden shall occur only between dawn and dusk.

Community Use

Community members will have access to all areas in River Bluff Preserve, and Community Garden renters will have access to the entire garden. While public access to designated school areas will not be restricted, signage may be used to educate visitors and discourage disturbances to ongoing projects.

City Of Isanti

1. The City of Isanti agrees to designate one (1) square acre of River Bluff Preserve and one 40'x50' segment of the Community Garden for the Cambridge-Isanti School District use free of charge. The Cambridge-Isanti School District shall provide liability insurance covering all school activities on the River Bluff Preserve and Community Garden sites.
2. The City authorizes the Cambridge-Isanti School Districted to use these spaces for educational purposes as long as the use of the property follows the regulations set under the MN DNR Wild and Scenic River Easement Area, and the properties are maintained to City standards.
3. The City authorizes and directs City staff to work with the Cambridge-Isanti School District in order to resolve any minor issues that may arise after this Agreement has been approved and signed, providing the resolution to such issues do not violate the intent of this Agreement.
4. The City will provide access to city water suitable for use in the community garden; water may be used to establish experimental prairie plantings in the one acre plot as is reasonably necessary.

5. When the City becomes aware of grant opportunities, the City shall forward those opportunities along to the Cambridge-Isanti School District. The City agrees to provide letters of support to the Cambridge-Isanti School District for such grant opportunities.
6. The City's commitments as described in this agreement, are subject to the condition that the Cambridge-Isanti School District provides adequate evidence satisfactory to the City that it is able to cover all operating expenses and any future projects in accordance with all terms and conditions herein agreed upon.

Cambridge-Isanti School District

1. The Cambridge-Isanti School District agrees to pay the full cost for any engineering or legal work that may be required in the future, except for that which is customarily the City's responsibility, and except as otherwise specifically provided for within this agreement.
2. The Cambridge-Isanti School District shall not incur any debt to which the City would be held liable for and will not charge the City of Isanti for any improvements in the event that the Cambridge-Isanti School District should find itself unable to maintain either the community garden or one acre plot.
3. The Cambridge-Isanti School District is responsible for all costs associated with educational activities on site, including but not limited to: seeds, plants, temporary trellises, signage, etc.
4. The Cambridge-Isanti School District agrees to use the site responsibly and to comply with regulations set under the MN DNR Wild and Scenic River Easement Area including not using chemical fertilizers and pesticides or building any permanent structures within the park boundaries.
5. The Cambridge-Isanti School District shall provide an accounting system, in which to track all expenditures and revenues to comply with any past, current, or future grant agreements.
6. The Cambridge-Isanti School District agrees to pay for any further site preparation costs necessary to make the site amenable to educational activities.
7. The Cambridge-Isanti School District agrees to schedule a meeting with the City of Isanti annually to review the Operating Policy in its entirety.

Maintenance

The Cambridge-Isanti School District is responsible for the maintenance of the one acre plot in River Bluff Preserve; should the District determine it is unable or unwilling to care for the one acre plot, or should the City of Isanti elect to terminate this operating agreement, the Cambridge-Isanti School District shall be responsible for the costs associated with restoring the acre to levels deemed acceptable by the City of Isanti.

The Cambridge-Isanti School District is expected to maintain its segment of the Community Garden to the standards held for all renters. The City of Isanti will construct a fence, provide water access, and till the soil each spring and fall. Any desire to plant perennials will be submitted in writing to the City of Isanti; if none are received the plot will be tilled under at the same time as the regular rental plots in the fall.

Agreed to and approved:
City of Isanti
By: _____

Its: City Administrator Donald C. Lorsung

Date: _____

Agreed to and approved:
City of Isanti
By: _____

Its: Mayor George A. Wimmer

Date: _____

Agreed to and approved:
Cambridge-Isanti School District

By: _____

Its: _____

Date: _____

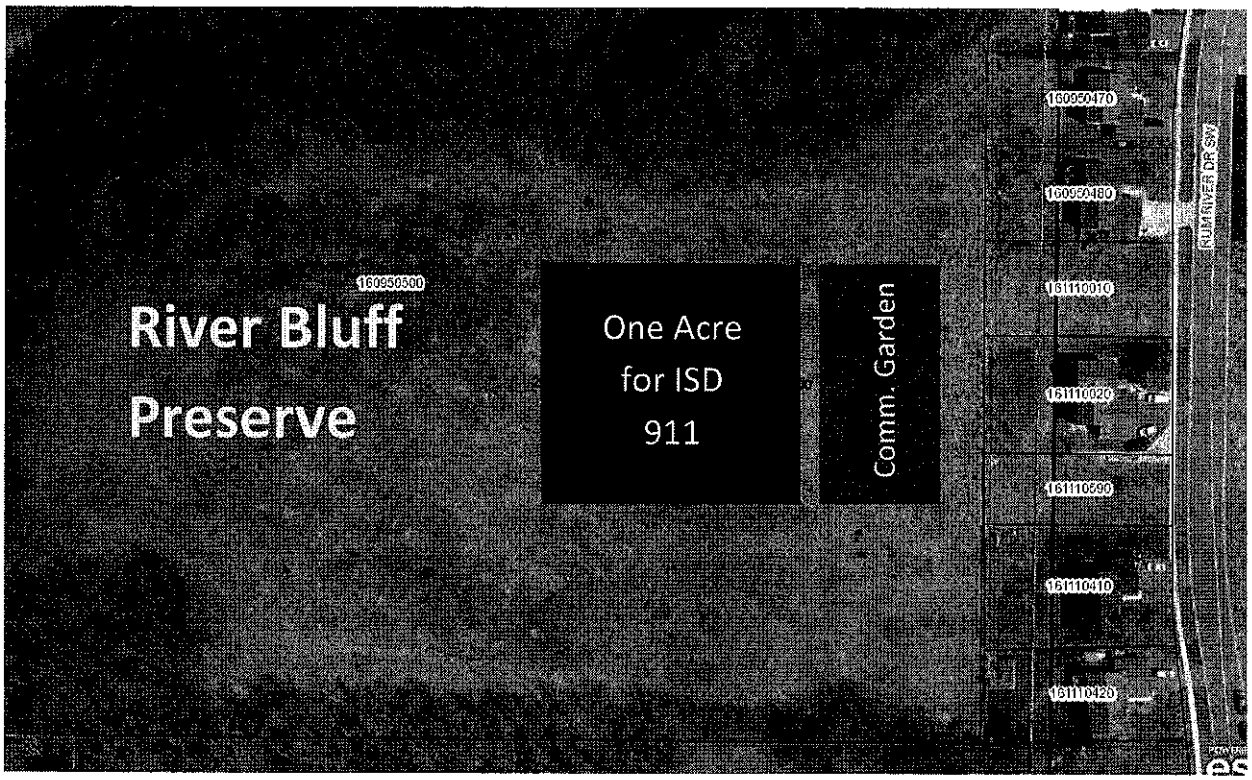
Agreed to and approved:
Cambridge-Isanti School District

By: _____

Its: _____

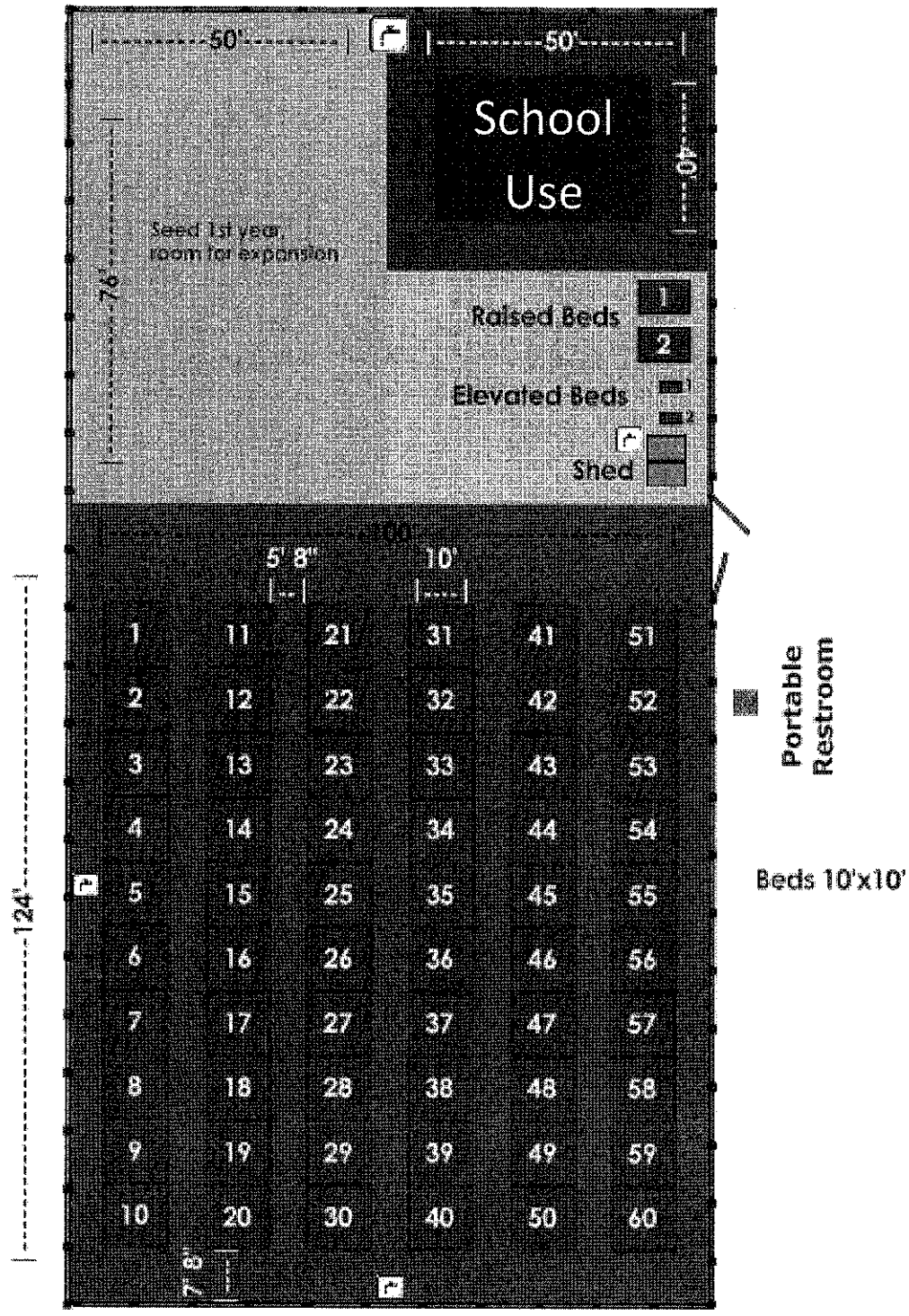
Date: _____

This Operating Agreement was approved by Resolution No. 2016-XXX of the City Council of the City of Isanti dated April 5, 2016.



110-1st Avenue NW ◆ P.O. Box 428 ◆ Isanti, MN 55040-0428
Phone: (763) 444-5512 ◆ Website: www.cityofisanti.us ◆ Fax: (763) 444-5560

Isanti Community Garden



Updated 2.23.16

110-1st Avenue NW ◆ P.O. Box 428 ◆ Isanti, MN 55040-0428
Phone: (763) 444-5512 ◆ Website: www.cityofisanti.us ◆ Fax: (763) 444-5560

A Community For Generations.

Isanti

MEMO

To: **Mayor and City Council**

From: Karissa Henning, Human Resources/ City Clerk

Date: April 5, 2016

Subject: Purchase of a Server for the Finance Department

Currently, the City of Isanti, City Hall, only has one server that all departments share. However, the software that the Finance Department uses alone is quite extravagant and does take up quite a bit of space on the current server. This slows down the speed and performance of the current software being used by the Finance Department, and also affects the speed of the server as a whole; and therefore, other departments as well.

The Finance Department was approved to implement a new software suite, which is anticipated to take up even more space on the City's server. There are great concerns from City staff and IT regarding this. It is recommended by the City's IT Consultant that a new server be purchased solely for the use of the Finance Department. All Finance Department software suites would be transitioned to the new server. The remaining City Hall departments would share the current (main) server. In doing this transition, it is anticipated that the Finance Department would see increased speed in their software - and other departments as well.

Finance Committee Approval
The Finance Committee has reviewed this matter and recommends the purchase of a new server for the Finance Department.

Three quotes were received; the lowest quote is from TR Computer Sales for a Dell server in the amount of $10,981.00 and is recommended by Finance Committee for approval.

Council Action

- Approve the attached resolution: Approving the Purchase of a Server for the Finance Department

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE PURCHASE OF A SERVER FOR THE FINANCE DEPARTMENT

WHEREAS, currently, the City of Isanti, City Hall, only has one server that all departments share; and,

WHEREAS, the software that the Finance Department uses alone is quite extravagant and takes up quite a bit of space on the current server; and,

WHEREAS, this slows down the speed and performance of the current software being used by the Finance Department, and also affects the speed of the server as a whole (and therefore, other departments as well); and,

WHEREAS, the Finance Department was approved to implement a new software suite, which is anticipated to take up even more space on the City's server; and,

WHEREAS, there are great concerns from City staff and IT regarding this and it is recommended to purchase a new server, solely for the Finance Department; and,

WHEREAS, the Finance Committee has reviewed this matter and recommends the purchase of a new server solely for the Finance Department; and,

WHEREAS, three quotes were received and the lowest quote was by TR Computer sales for a dell server.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve:

1. The attached quote by TR Computer Sales for a Dell Server for the Finance Department in the amount of $10,981.00.
2. Any labor costs needed to install the server for the Finance Department.

Adopted by the Isanti City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

TR Computer Sales, LLC
Computer Consulting and Sales
An Impact Business Solutions Company
2074 East County Road E • White Bear Lake, MN 55110 • Phone (651) 407-6088 • Fax (651) 702-9418

City of Isanti
110-1st Avenue NW
Isanti **MN** **55040**

Customer Quote

Date 3/30/2016
Quote No.: 17060

Dear Karissa,
Thank you for giving TR Computer Sales, LLC the opportunity to help you with your computer needs.

Description:	Qty:	Sale:	Ext:
PowerEdge T430 2 x Xeon 3.0GHz 4C CPU's 32GB RAM, DVD\RW 2 x 300GB 15K RPM SAS HD's (RAID1) 6 x 600GB 15K RPM SAS HD's (RAID10) Redundant Power Supplies Dell 3 Year Pro Support w/NBD On-site Service.	1	$7,383.00	$7,383.00
Windows 2012 Server Open License	1	$883.00	$883.00
Windows 2012 Server Client Access Licenses	4	$34.00	$136.00
SmartUPS 1500VA (w/ Powerchute)	1	$549.00	$549.00
Network File Server Installation	10	$145.00	$1,450.00
Transfer data from the old server (ESTIMATE)	4	$145.00	$580.00
Quote Total Not Including Optional Purchases			**$10,981.00**

MN State tax laws require us to charge you tax an all purchases as well as service to install any new hardware or software. This tax will be assessed on all purchases and only the appropriate services provided.

All taxes will be added and included on the invoice.

Our hourly rates are $135 for level 1 and $145 for level 2 labor performed Monday through Friday from 8 a.m. to 5 p.m. Labor performed after 5 p.m. or on the weekends will be billed at time and a half.

It is your sole responsibility to comply with software copyright laws. Our liability for damages with respect to the services provided shall in no event exceed the charges previously paid to us for these services. All items returned for exchange or refund must be accompanied by the box and manuals in original condition. Most software can not be returned or exchanged. Warranties for the computer software and hardware products installed as part of this engagement are provided by the manufacturer of those products. We offer no warranties, expressed or implied, regarding the functionality or capabilities of the software or hardware products installed as part of this engagement, except for a one year limited warranty on TR Computer Systems. Our warranty on the TR System covers hardware components and the operating system. Data and software restoration is not covered under this warranty.

If you would like me to proceed with the work outlined above, contact me to give me authorization and to arrange delivery and installation schedules. I look forward to working with you on this project.

Sincerely, Jim Kritta
TR Computer Sales Consultant

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GXHT264	10443294	3/25/2016

BILL TO:
CITY OF ISANTI
PO BOX 428

Accounts Payable
ISANTI , MN 55040-0428

Customer Phone #763.444.5512

SHIP TO:
CITY OF ISANTI
Attention To: ACCOUNTS PAYABLE
PO BOX 428

ISANTI , MN 55040-0428
Contact: KARISSA
HENNING 763.444.5512

Customer P.O. # GXHT264 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
LEIGHANN HRANKA 877.638.8053	DROP SHIP-GROUND	Net 30 Days-Govt State/Local	9088328

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4067029	DELL CTO PE T430 2XE5-2623 32GB Mfg#: 726464485 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	11,214.69	11,214.69
1	4068386	DELL CTO SMART UPS 1500VA Mfg#: 726464544 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	553.59	553.59
		SUBTOTAL		11,768.28
		FREIGHT		0.00
		TAX		0.00

U.S. Currency

TOTAL 11,768.28

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.3495

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GXHX852	10443294	3/25/2016

BILL TO:
CITY OF ISANTI
PO BOX 428

Accounts Payable
ISANTI , MN 55040-0428

Customer Phone #763.444.5512

SHIP TO:
CITY OF ISANTI
Attention To: ACCOUNTS PAYABLE
PO BOX 428

ISANTI , MN 55040-0428
Contact: KARISSA
HENNING 763.444.5512

Customer P.O. # GXHX852 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
LEIGHANN HRANKA 877.638.8053	FEDEX Ground	Net 30 Days-Govt State/Local	9088328

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4009136	HP ML150 GEN9 HOT PLUG 8SFF CTO SRV Mfg#: 767064-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	1,098.17	1,098.17
1	3692959	HP CTO ONLY ML150 GEN9 E5-2620 V3 Mfg#: 726657-L21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	678.25	678.25
1	3714384	HP ML150 GEN9 E5-2620 V3 KIT Mfg#: 726657-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	678.25	678.25
2	3467030	HP CTO ONLY 16GB 2RX4 PC4-2133PR KIT Mfg#: 726719-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	389.72	779.44
1	3595209	HP CTO ONLY ML150 SLIM ODD ENABLE Mfg#: 784603-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	31.54	31.54
2	3460678	HP CTO ONLY 300GB 12G SAS 15K RPM Mfg#: 759208-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	612.26	1,224.52
6	3751935	HP CTO ONLY 600GB SAS 15K 2.5IN HDD Mfg#: 748387-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	1,154.02	6,924.12
1	3507658	HP CTO ONLY 9.5MM SATA DVD-RW OPTIC Mfg#: 726537-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	125.22	125.22
1	3595208	HP CTO ONLY ML150 GEN9 PCI BAFFLE Mfg#: 779861-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	42.67	42.67
1	3569493	HP ML150 GEN9 MINI SAS P440/P840 KIT Mfg#: 784608-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	66.06	66.06
1	3653634	HP CTO ONLY GEN9 SMART STOR BATT KIT Mfg#: 786710-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	53.80	53.80
1	3913405	HP CTO ONLY SMART ARRAY P440/2G CTRL Mfg#: 820834-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	644.72	644.72
1	3595200	HP CTO ONLY ML GEN9 DEDICATED ILO Mfg#: 780310-B21	56.85	56.85

		Contract: NJPA 100614#CDW Technology Catalog 100614#CDW		
2	3672277	HP CTO ONLY 800W/900W GOLD AC PWR Mfg#: 813534-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	142.14	284.28
1	3672104	HP CTO ONLY SERVER RPS BACKPLANE Mfg#: 813535-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	254.51	254.51
1	3530684	HP CTO ONLY MS SQL SRV 2014 STD SW Mfg#: 768859-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW Electronic distribution - NO MEDIA	999.19	999.19
1	3067012	HP CTO ONLY COMPLEX CONFIG SVC Mfg#: 389692-B21 Contract: MARKET	0.00	0.00
1	2871214	HP CTO ONLY ILO ADV 3Y Mfg#: BD505A Contract: NJPA 100614#CDW Technology Catalog 100614#CDW Electronic distribution - NO MEDIA	401.52	401.52
1	3637395	HPE 3Y NBD ML150 GEN9 FC SVC Mfg#: U7WQ8E Contract: NJPA 100614#CDW Technology Catalog 100614#CDW Electronic distribution - NO MEDIA	383.96	383.96
1	3952873	HP CTO ONLY MS WS12 STD ROK SW Mfg#: 748921-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	625.41	625.41
1	4067792	HP CTO ONLY MS SQL14 CAL 5U LIC Mfg#: 841186-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	1,078.76	1,078.76
		SUBTOTAL		16,431.24
		FREIGHT		0.00
		TAX		0.00
			US Currency	
		TOTAL		16,431.24

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.3495

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager.

A Community For Generations.

Isanti

K.14.

MEMO

To: **Mayor and City Council**
From: Karissa Henning, Human Resources/ City Clerk
Date: April 5, 2016
Subject: Computer Replacement Purchase for Employees

The 2016 budget had five computers placed in for replacement, however with changes in the organization and additional staffing added throughout the 2014-2015 year, a sixth computer replacement is also needed.

In review of multiple computer options and quotes, the below is recommended for purchase and is the lowest cost option.

1 Fast Laptop, Docking Station, and Microsoft Office Pro - Parks
1 Fast Desktop, Microsoft Office H& B - Accounting
2 Regular Laptops, Docking Stations, and Microsoft H &B - CDD and HR
2 Desktops and Microsoft H & B - PW and Admin Data Clerk

- Two screens for each computer

Total Cost: $8,453.40
*Please note that the computer purchase costs do not include labor and assistance from IT in setting computers up for employees.

The 2016 budget had $6,000 placed in for the replacement of five computers. However, two computers were found to be more expensive than anticipated, and a sixth computer needs to be replaced. The two computers that were more expensive than anticipated are Community Events and Parks Coordinator and Accounting Clerk computers. The reason they are more expensive is because they need faster processing systems for the complex software programs they are using.

Two screens are being requested per computer because employees are printing less and using their computers more to review and edit documents. Two screens allow employees to compare and work on documents side by side without having to print them out. There have been employee requests about having two screens with their next computer. Employees who received their computer replacements last year, received two screens, and it is recommended to continue purchasing employees two computer screens moving forward.

Finance Committee Review
The Finance Committee has reviewed this matter and recommends the above computer purchase.

Council Action
Approve the above computer purchase and the attached quote from CDWG in the amount of $8,453.40.

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE PURCHASE OF EMPLOYEE REPLACEMENT COMPUTERS

WHEREAS, five employee computers were budgeted for replacement in 2016; and,

WHEREAS, due to changes in the organization and additional staffing added throughout the 2014-2015 year, a sixth employee computer needs to be replaced; and,

WHEREAS, quotes were received for six employee computer replacements; and,

WHEREAS, the attached quote from CDWG is the lowest cost option for the employee computer replacement purchase; and,

WHEREAS, the Finance Committee has reviewed this and recommends approval of the attached quote from CDWG for the employee computer replacement purchase.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve:

1. The attached quote by CDWG in the amount of $8,453.40 for the employee computer replacement purchase.
2. Any labor costs needed to install the new computers for employees.

Adopted by the Isanti City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

CDW·G

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GXDB910	10443294	3/22/2016

BILL TO:
CITY OF ISANTI
PO BOX 428

Accounts Payable
ISANTI , MN 55040-0428

Customer Phone #763.444.5512

SHIP TO:
CITY OF ISANTI
Attention To: KARISSA HENNING
PO BOX 428

ISANTI , MN 55040-0428
Contact: KARISSA
HENNING 763.444.5512

Customer P.O. # OPTION D QUOTE

Recommended

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
LEIGHANN HRANKA 877.638.8053	FEDEX Ground	Net 30 Days-Govt State/Local	9088328

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3368484	HP SB 650 G1 I7-4610M 500GB 8GB laptop Fast Mfg#: J5P25UT#ABA Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	1,281.78	1,281.78
2	3927389	HP SB 650 G2 I5-6300U 500GB 8GB W7P laptop Mfg#: V1P79UT#ABA Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	1,081.28	2,162.56
3	2754682	HP SB 90W DOCKING STATION Mfg#: A7E32UT#ABA Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	145.63	436.89
2	3848455	DELL OPTI 3020 I5-4590 500GB 8GB W7P Desktop Mfg#: 05WX1W Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	630.49	1,260.98
5	3798129	MS OFFICE HOME & BUS 2016 ENG 1 LIC Mfg#: T5D-02375 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	196.58	982.90
12	3044401	VIEWSONIC VA2246M-LED 22" MONITOR Screen Mfg#: VA2246M-LED Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	99.65	1,195.80
1	3845882	MS GSA OFFICE PRO PLUS 2016 Mfg#: 79P-05582 Contract: MARKET Electronic distribution - NO MEDIA	356.50	356.50
1	3859876	DELL OPTI 7020 I7-4790 500GB 8GB W7 Desktop Fast Mfg#: M57T4 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	775.99	775.99

SUBTOTAL	8,453.40
FREIGHT	0.00
TAX	0.00

US Currency

TOTAL 8,453.40

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.3495

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

L.1.

March 2016

AP160303

Name		Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043662	NORTH BRANCH ELECTRIC	3/18/2016	$511.14
Paid Chk# 043663	WEX BANK	3/18/2016	$891.16
Paid Chk# 043664	7-UP BOTTLING	3/18/2016	$165.80
Paid Chk# 043665	ASPEN MILLS	3/18/2016	$102.90
Paid Chk# 043666	BCBSM	3/18/2016	$20.01
Paid Chk# 043667	BELLBOY CORPORATION	3/18/2016	$242.90
Paid Chk# 043668	BERNICK'S PEPSI-COLA	3/18/2016	$476.25
Paid Chk# 043669	BREAKTHRU BEVERAGE	3/18/2016	$6,252.40
Paid Chk# 043670	CENTURYLINK	3/18/2016	$756.46
Paid Chk# 043671	CENTURYLINK BUSINESS SERVI	3/18/2016	$35.18
Paid Chk# 043672	CRAWFORDS EQUIPMENT, INC.	3/18/2016	$140.68
Paid Chk# 043673	CRYSTAL SPRINGS ICE	3/18/2016	$128.90
Paid Chk# 043674	DAHLHEIMER DISTRIBUTING CO	3/18/2016	$15,271.20
Paid Chk# 043675	DEPUTY REGISTRAR #90	3/18/2016	$11.00
Paid Chk# 043676	FASTENAL COMPANY	3/18/2016	$28.45
Paid Chk# 043677	FEDERATED CO-OPS, INC.	3/18/2016	$888.05
Paid Chk# 043678	GENERAL CODE	3/18/2016	$3,016.30
Paid Chk# 043679	HASSER GARAGE DOORS	3/18/2016	$210.00
Paid Chk# 043680	INNOVATIVE OFFICE	3/18/2016	$502.64
Paid Chk# 043681	ISANTI RENTAL	3/18/2016	$148.73
Paid Chk# 043682	J. J. TAYLOR	3/18/2016	$1,051.10
Paid Chk# 043683	JOHNSON BROTHERS LIQUOR	3/18/2016	$6,775.14
Paid Chk# 043684	KAWALEK TRUCKING	3/18/2016	$188.00
Paid Chk# 043685	LMCIT	3/18/2016	$74,002.00
Paid Chk# 043686	MACQUEEN EQUIPMENT, INC.	3/18/2016	$30.94
Paid Chk# 043687	MCDONALD DISTRIBUTING CO.	3/18/2016	$4,993.80
Paid Chk# 043688	MENARDS - CAMBRIDGE	3/18/2016	$26.84
Paid Chk# 043689	METAL COATING&MFG.CO.	3/18/2016	$68.00
Paid Chk# 043690	MN DEPT OF HEALTH	3/18/2016	$150.00
Paid Chk# 043691	MVTL LABORATORIES, INC.	3/18/2016	$101.40
Paid Chk# 043692	NAPA AUTO PARTS	3/18/2016	$32.07
Paid Chk# 043693	NORTH BRANCH ELECTRIC	3/18/2016	$3,245.00
Paid Chk# 043694	PAUSTIS & SONS	3/18/2016	$1,632.70
Paid Chk# 043695	PHILLIPS WINE & SPIRITS, INC.	3/18/2016	$7,267.70
Paid Chk# 043696	POSTMASTER	3/18/2016	$5,000.00
Paid Chk# 043697	RIVARD CONTRACTING INC.	3/18/2016	$5,000.00
Paid Chk# 043698	RJM DISTRIBUTING, INC.	3/18/2016	$310.75
Paid Chk# 043699	SHRED-N-GO, INC.	3/18/2016	$734.84
Paid Chk# 043700	SOUTHERN WINE & SPIRITS	3/18/2016	$1,400.16
Paid Chk# 043701	STAPLES ADVANTAGE	3/18/2016	$58.02
Paid Chk# 043702	TASER INTERNATIONAL	3/18/2016	$616.98
Paid Chk# 043703	THE WINE COMPANY	3/18/2016	$594.00
Paid Chk# 043704	TITAN MACHINERY	3/18/2016	$308.21
Paid Chk# 043705	TOSHIBA BUSINESS	3/18/2016	$364.70
Paid Chk# 043706	TR COMPUTER SALES, LLC	3/18/2016	$238.75
Paid Chk# 043707	TURFWERKS	3/18/2016	$224.57
Paid Chk# 043708	VIKING COCA-COLA BOTTLING	3/18/2016	$173.00
Paid Chk# 043709	VINOCOPIA, INC.	3/18/2016	$231.50
Paid Chk# 043710	WAL MART	3/18/2016	$79.40
Paid Chk# 043711	WATSON CO., INC.	3/18/2016	$1,811.99
Paid Chk# 043712	WEX BANK	3/18/2016	$784.92
Paid Chk# 043713	WINE MERCHANTS	3/18/2016	$120.00
		Total Checks	$147,416.63

A Community For Generations.

CITY OF ISANTI

*Check Summary Register©

March 2016

AP160304

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043719	7-UP BOTTLING	3/31/2016	$213.94
Paid Chk# 043720	ADVANTAGE SIGNS	3/31/2016	$80.00
Paid Chk# 043721	ARTISAN BEER COMPANY	3/31/2016	$133.50
Paid Chk# 043722	ASPEN MILLS	3/31/2016	$504.44
Paid Chk# 043723	ASSURANT EMPLOYEE BENEFIT	3/31/2016	$452.07
Paid Chk# 043724	BCA	3/31/2016	$745.00
Paid Chk# 043725	BCBSM	3/31/2016	$20.01
Paid Chk# 043726	BELLBOY CORPORATION	3/31/2016	$3,532.00
Paid Chk# 043727	BERNICK'S PEPSI-COLA	3/31/2016	$848.95
Paid Chk# 043728	CAMBRIDGE TRUE VALUE	3/31/2016	$268.05
Paid Chk# 043729	CHANKASKA CREEK	3/31/2016	$840.00
Paid Chk# 043730	CITY OF ISANTI	3/31/2016	$196.57
Paid Chk# 043731	CLARK EQUIPMENT CO.	3/31/2016	$3,200.00
Paid Chk# 043732	COMM OF MMB, TREAS DIV	3/31/2016	$140.00
Paid Chk# 043733	CONNEXUS ENERGY	3/31/2016	$16,161.55
Paid Chk# 043734	CRAWFORDS EQUIPMENT, INC.	3/31/2016	$31.92
Paid Chk# 043735	CRYSTAL SPRINGS ICE	3/31/2016	$156.20
Paid Chk# 043736	DAHLHEIMER DISTRIBUTING CO	3/31/2016	$14,286.29
Paid Chk# 043737	DELTA DENTAL	3/31/2016	$3,206.45
Paid Chk# 043738	ECM PUBLISHERS, INC.	3/31/2016	$3,251.26
Paid Chk# 043739	ELECTRO WATCHMAN, INC.	3/31/2016	$272.53
Paid Chk# 043740	FEDERATED CO-OPS, INC.	3/31/2016	$69.99
Paid Chk# 043741	GRAINGER	3/31/2016	$162.60
Paid Chk# 043742	GRANITE ELECTRONICS	3/31/2016	$143.60
Paid Chk# 043743	HACH COMPANY	3/31/2016	$352.28
Paid Chk# 043744	I.T.L. PATCH CO., INC.	3/31/2016	$384.50
Paid Chk# 043745	ISANTI RENTAL	3/31/2016	$88.37
Paid Chk# 043746	JOHNSON BROTHERS LIQUOR	3/31/2016	$11,760.53
Paid Chk# 043747	KAWALEK TRUCKING	3/31/2016	$229.60
Paid Chk# 043748	KFD TRAINING & CONSULTATIO	3/31/2016	$278.00
Paid Chk# 043749	KLERSY,SCOT	3/31/2016	$173.94
Paid Chk# 043750	MACQUEEN EQUIPMENT, INC.	3/31/2016	$34.20
Paid Chk# 043751	MCDONALD DISTRIBUTING CO.	3/31/2016	$20,440.62
Paid Chk# 043752	MENARDS - CAMBRIDGE	3/31/2016	$1,878.29
Paid Chk# 043753	MINNEAPOLIS FINANCE	3/31/2016	$128.70
Paid Chk# 043754	MINNESOTA DEED	3/31/2016	$1,498.62
Paid Chk# 043755	MINNESOTA EQUIPMENT	3/31/2016	$1,668.35
Paid Chk# 043756	MVTL LABORATORIES, INC.	3/31/2016	$109.80
Paid Chk# 043757	NAPA AUTO PARTS	3/31/2016	$11.00
Paid Chk# 043758	PAUSTIS & SONS	3/31/2016	$132.00
Paid Chk# 043759	PHILLIPS WINE & SPIRITS, INC.	3/31/2016	$2,460.45
Paid Chk# 043760	RED BULL DISTRIBUTION	3/31/2016	$132.45
Paid Chk# 043761	SHANK CONSTRUCTORS, INC.	3/31/2016	$57,200.00
Paid Chk# 043762	SOUTHERN WINE & SPIRITS	3/31/2016	$2,531.86
Paid Chk# 043763	STAPLES ADVANTAGE	3/31/2016	$583.10
Paid Chk# 043764	STAR	3/31/2016	$260.00
Paid Chk# 043765	STRANDLUND REFRIGERATION	3/31/2016	$98.00
Paid Chk# 043766	SYLVESTER, MATTHEW	3/31/2016	$8.89
Paid Chk# 043767	TITAN MACHINERY	3/31/2016	$273.80
Paid Chk# 043768	VERIZON WIRELESS	3/31/2016	$507.31
Paid Chk# 043769	VIKING COCA-COLA BOTTLING	3/31/2016	$536.72
Paid Chk# 043770	WATSON CO., INC.	3/31/2016	$1,772.92
Paid Chk# 043771	WINE MERCHANTS	3/31/2016	$72.00
Paid Chk# 043772	WISE GUYS PLUMBING, INC.	3/31/2016	$600.00
		Total Checks	$155,123.22

City of Isanti

Gross Payroll	76,771.88
Social Security & Medicare	4,215.39
Public Employees Retirement	3,969.42
Total City Expense	84,956.69

Pay Date 3-25-2016

Pay Period 7 (3/6-19/16)

City of Isanti

Gross Payroll	8,344.25
Social Security & Medicare	638.36
Total City Expense	8,982.61

Pay Date 3-31-2016

Pay Period: Q1CCPay16 (1/1-3/31/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
February 23, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Members Absent:	Jamie Bergwick (Gave Prior Notice)
Staff Present:	Josi Wood, Public Services Director

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Wimmer to approve the February 23rd 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from January 26, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Tot Lot Equipment Discussion

Wood stated that the bottom slide portion of the Tot Lot Slide had been identified by the Subcommittee to be addressed with a new piece as prioritized item #2 on the replacement list. Wood stated as she had mentioned previously, the equipment was approximately 17 years old and the exact slide piece was not available but the playground representative had found a comparable piece that should work. Wood stated the piece was ordered but staff found that it would not work with the line up of the holes and the new piece was ¾ inches larger than the old. Wood stated she did ask the playground representative an estimate for the remainder of the slide. He was going on vacation but gave a rough estimate of $3700.00. He would get a more accurate number when he returns in a week. Wood stated she had other discount playground equipment to review by the Board because it may not be cost effective to purchase a new slide when there are other equipment pieces broken and more would probably come as the equipment continues to age.

Zdon asked if we would get a credit.

Wood stated the rep didn't know at that time. Wood stated later she would work to get a credit towards other items we purchase through them.

Other discussion on the return and why the equipment would not work and the playground company.

Wimmer asked how much was set aside for park equipment.

Wood stated $10,000 [staff stated that incorrectly, the number allotted for park equipment reserves in the 2016 budget was $7500.00].
Wimmer stated it would be approximately 40% of the total funds for one slide.

Discussion was held on whether the slide was a safety hazard. It was determined that it was not. Also, there was discussion on the sale price full sets of equipment in comparison.

The Board asked to get more information brought back to the next meeting.

4. Compost Site Discussion

Wood stated the compost site potential hours will go to Council next Wednesday. Also to have an attendant staff the site. All of the funds to reopen the site was approved in the 2016 budget.

Zdon asked if we would be hiring someone to do this.

Wood stated yes. That is going to Council as well. Wood described how the hours and days would work out under the Union contract.

Garvey asked if we have questions on the hours we should go to Council.

Wood stated yes.

5. Updates

Street Dances

Wood stated that the street dance dates are in place. The city has the backup venue for July and August at the Isanti Indoor Arena. The RR BMX has races the full weekend during the street dance date in June.

PRC Marketing

Wood stated that staff had been working hard to promote and market the many PRC programs and events the city has to offer. These include PRC Parks Brochure, Many Faces City Article Portion, STEAM, and Community Education Brochure. Wood explained the different marketing opportunities.

Community Garden

Wood stated the community garden is moving right along. Staff is waiting for more of the ground to thaw. Registration for plots was open effective February 9th. Please direct people to contact Katie Everett to register and choose their plots or they can also get the information off the City website or right at the front desk at City Hall.

Garvey asked if we had someone register already.

Wood stated yes.

River Bluff Preserve Park

Wood stated the name was approved by Council for the 38-acre parkland. Staff met with the DNR to discuss putting up signage to help control the intrusion of 4-wheelers and snowmobiles on their land. Staff also has signs and posts they will put up come spring.

Wimmer stated we are having quite a few more. Last he saw was 5 ATV and a few extra people below drinking beer. We will install the bollards to help prevent. Wimmer stated its getting more. He spoke with Chief about it. He stated since the licensing of the ATV we are seeing more. Wimmer stated we will start putting out on the licenses that if they break any of these rules, they will lose their license. PD

said they are seeing more ATVs trespassing and going on private property because we are allowing them to use the road.

Wimmer wanted to share with the Allina clinic coming in, they are eager to invest in the City and have funding and grant opportunities available.

Wimmer began discussion on the open member seat and youth/student seat that are still open and encouraged the Board to share that they should share with others and have them send in an application.

6. Adjournment

Motion by Wimmer, second by Garvey to adjourn the February 23, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:20 p.m.

Dated at Isanti, Minnesota this 23rd day of February, 2016.

Respectfully submitted,

_____

Josi Wood
Public Services Director

Resolution No. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR COMMUNITY EVENTS AND PARKS COORDINATOR KATIE EVERETT

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Everett has successfully completed her probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Katie Everett is acknowledged as a permanent employee of the City of Isanti in the position of Community Events and Parks Coordinator with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

George A. Wimmer
Mayor

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

L.4.

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING HUMAN RESOURCES/CITY CLERK KARISSA HENNING'S LETTER OF RESIGNATION

WHEREAS, Human Resources/City Clerk Karissa Henning has submitted a letter of resignation to the City of Isanti and presented this to City Administrator Don Lorsung on Tuesday, March 15, 2016; and,

WHEREAS, the effective date of this resignation is Tuesday, March 15, 2016, with a final date of work of Friday, April 15, 2016; and,

WHEREAS, the time period between the letter of resignation and the effective resignation date is in compliance with the personnel policy for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Human Resources/City Clerk Karissa Henning is hereby accepted effective March 15, 2016. Ms. Henning's final day of work with the City will be April 15, 2016.

2. That Human Resources/City Clerk and the City Administrator are hereby directed to fill the position immediately.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

A Community For Generations.
Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill
Date: March 18, 2016
Subject: Interview Room Video / Audio Camera System

Background:

The police department has an interview room that is in need of a video / audio recording system. It is mandate by statute that we record all criminal juvenile interviews. The courts and defense attorneys are also requesting video copies of the interview to dispel coerciveness of the interview. I have attached a quote from our buildings phone service provider and the estimate is attached.

This was discussed as a 2016 Capital Outlay Request Project. The Finance Committee has reviewed this project and recommended this be brought to the Council for review and consideration. The funding for this project would be from forfeiture funds.

Action:

I would request that the City Council review, discuss and approve this project.

Thank you for your consideration
Chief Gene C. Hill

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO MOVE FORWARD WITH THE PURCHASE AND INSTALLATION OF THE INTERVIEW ROOM VIDEO AND AUDIO RECORDING SYSTEM

WHEREAS, the Police Department has an interview room that is in need of a audio / video recording system, and;

WHEREAS, the state statute mandates certain crimes and instances where such a recording is required, and;

WHEREAS, this was a 2016 Capital Project and was reviewed by the Finance Committee, and;

WHEREAS, the City Council authorizes it Chief of Police to work from the bid provided by Dennison Technology Group, the department's current phone vendor, and;

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

1. That the City Council authorizes the Chief of Police to move forward with the bid to purchase and have installed the interview room video / audio recording system.
2. That the funding source would be from the police department forfeiture fund.

Adopted by the Isanti City Council this 5th day of April, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

DENNISON
technology group

952-278-2400	www.dennisontech.com

QUOTATION

Date	QUOTE #
2/29/2016	U21942

Name / Address
Isanti Police Department PO Box 428 401 1st Ave S Isanti, MN 55040

Listed	Rep	Account #	Project
Agreement Terms	81070		

Item	Description	Qty	Total
HDIP82MVDW	HD 1080p IP camera system with monitor and 2 domes	1	699.99
LABOR INSTALL	Labor Install - Install and training	4	340.00
	A security deposit of 50% ($519.99) must be submitted to Dennison Technology Group along with this agreement. 50% of the purchase price plus applicable taxes & shipping is due & payable on the first day of system operation.		

Subtotal	$1,039.99
Sales Tax (6.875%)	$0.00
Total	$1,039.99

Signature _____

L.6.

A Community For Generations.
Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: March 18, 2016

Subject: Sale of Seized / Forfeited Weapons and Two Purchase Two New Shotguns

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Background:

The finance committee has review and recommends the sale of the current seized / forfeited weapons. The choice of using a FL dealer was determined to prevent the city from having to perform background checks and removes most of all liability.

Two quotes were received, one from S.H.R. Sales of Isanti and from Gunmasters of Princeton, Mn. The quotes are attached and S.H.R. Sales had the highest quote. This quote price would be held as a credit at the store in order to purchase two (2) replacement modernized shotguns for the department. The department firearms instructors and our range master have selected the Kel-Tec KSG shotgun to fit the department's needs now and into the future in regards to fit requirements for its wide range in stature of its officers. The reason this weapon fits those needs is because of the 'bull-pup' design of the weapon, making it shorter than a traditional shotgun.

The shotgun would be purchased at wholesale pricing and the inclusion of night sights, adjustable down grip handle and sling would bring the total of each weapon to approximately $1,100.00. I am requesting that we purchase two of these weapons, one will be completely covered by the credit of the sale of the weapons and the other would be funded entirely from the forfeiture fund.

Action:

For the City Council to authorize its Chief of Police to move forward with the sale of the seized / forfeited weapons and to use those proceeds to purchase two (2) outfitted modern police shotguns.

Thank you for your consideration
Chief Gene C. Hil

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE SALE OF SEIZED / FORFEITED FIREARMS HELD BY THE POLICE DEPARTMENT TO S.H.R. SALES AND TO PURCHASE NEW MODERN SHOTGUNS.

WHEREAS, the Police Department has seized / forfeited handguns and longuns during the lawful course of police work, and;

WHEREAS, in the public interest, it is best to sell these items to a federally licensed firearm's dealer, and;

WHEREAS, two quotes were provided to the City from S.H.R. Sales of Isanti and Gunmaster's of Princeton, with the higher quote from S.H.R. Sales of Isanti, and;

WHEREAS, the quote price will be held by S.H.R. Sales as a store credit and be used towards the purchase of two (2) Kel-Tec KSG modern shotguns to upgrade and be mounted for use within its police cars, and;

WHEREAS, the remaining balance of the purchase will be funded through the police department's forfeiture fund, and;

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

1. That the City Council authorizes the Chief of Police to sell the seized / forfeited weapons as outlined in the attached list to S.H.R. Sales.
2. To use this quote price as a store credit in order to purchase and outfit the two (2) new weapons for official purposes

Adopted by the Isanti City Council this 5th day of April, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

The KSG is our first entry into the shotgun market. The size, shape and design are similar to the currently available Kel-Tec RFB rifle, but the KSG ejects downward, instead of forward. The KSG weighs 6.9lbs and is as compact as legally possible with a 26.1" overall length and an 18.5" cylinder bore barrel. Even with this compact size, the internal dual tube magazines hold an impressive 6 rounds of 12 gage 3" shells each, for a total capacity of 6+6+1 (7 per tube if using 2-3/4" shells). The simple and reliable pump action feeds from either the left or right tube. The feed side is manually selected by a lever located behind the trigger guard. The lever can be positioned in the center detent in order to easily clear the chamber without feeding another round from either magazine. A cross bolt style safety blocks the sear, and the pump release lever is located in front of the trigger guard.

The pump includes an under Picatinny rail for the mounting of a forward grip, or a light or laser. The included top Picatinny sight rail will accept many types of optics or iron sights. Forward and rear sling loops are built in, and a basic sling is included. The soft rubber butt pad helps to tame recoil.

Brand	Model	Serial#	Caliber	Cash Value
Browning	Buck Mark	515MX01603	.22LR	
LLAMA	MAX-1	71-04-01574-03	.45ACP	
Springfield Armory	XP-40 Sub Comp	XD534202	.40 Cal	
Jennings Firearms	Model 59	740940	9MM	
Walther	P-99	FAF3942	9MM	
Colt	DA41 Revolver	24767	.38 Cal	
Springfield Armory	XP-40	US406597	.40 Cal	
Colt - Revolver	Unk	N/A	0.38 Cal	
Bryco Arms	Model 38	109903	.380 Cal	
Marlin - Lever	Model 1895	B009171	.45-70 Gvt	
Remington	Model 514	N/A	.22LR / short	

$1125.00 SHR Sales

2 Maverick Synthetic Stock

(2 go

Brand	Model	Serial#	Caliber	Cash Value
Browning	Buck Mark	515MX01603	.22LR	
LLAMA	MAX-1	71-04-01574-03	.45ACP	
Springfield Armory	XP-40 Sub Comp	XD534202	.40 Cal	
Jennings Firearms	Model 59	740940	9MM	
Walther	P-99	FAF3942	9MM	
Colt	DA41 Revolver	24767	.38 Cal	
Springfield Armory	XP-40	US406597	.40 Cal	
Colt - Revolver	Unk	N/A	0.38 Cal	
Bryco Arms	Model 38	109903	.380 Cal	
Marlin - Lever	Model 1895	B009171	.45-70 Gvt	
Remington	Model 514	N/A	.22LR / short	

2 Maverick Synthetic Stock

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40 50 o/f

Gunmaster

Princeton MN

612-801-5910

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: March 18, 2016
Subject: New Squad Computer

Background:

The FBI has made recent security changes that affect how we within the Isanti Police Department access criminal justice files that are maintained by the federal government. Microsoft no longer supports Windows XP…meaning there are no further updates for the security of the system. The FBI no longer allows computers with this system to be used for accessing criminal justice information.

I had intended refurbishing a Panasonic ToughBook CF-30 computer that we already have in service; however, the current hardware will not support Windows 7 Professional. I was advised that we just need to purchase a new computer. I had budgeted $1,500.00 to have the computer refurbished. A new computer will cost approximately $3,600.00 as outlined within the current State Contract Pricing through the Minnesota materials Management Division contracts in which we are a cooperative purchasing member.

The extra cost to purchase this computer would come from existing forfeiture funds.

Action:

The Finance Committee has reviewed this expenditure and recommended to move forward with City Council review and consideration in purchasing the new computer.

Respectfully,

Chief Gene C. Hill

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW PANASONIC TOUGHBOOK CF-31 COMPUTER FOR SQUAD

WHEREAS, the Police Department is required to follow the rules of the FBI in regards to criminal justice access via computers, and;

WHEREAS, the FBI no longer allows computers with Windows XP to access these criminal justice systems, and;

WHEREAS, the computer that was to be refurbished will not support the requirements of Windows 7 Professional, and;

WHEREAS, the use of state contract pricing was used to determine the purchase expense, and;

WHEREAS, the remaining balance of the purchase will be funded through the police department's forfeiture fund, and;

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

1. That the City Council authorizes the Chief of Police to purchase an new Panasonic ToughBook CF-31 Computer for the new squad car.

Adopted by the Isanti City Council this 5th day of April, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF POLICE OFFICER TO BRIAN SABA

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

WHEREAS, the City Council of the City of Isanti approved to hire an additional Police Officer and to advertise to fill the position per resolution 2015-293; and,

WHEREAS, the Interviewing Panel selected Mr. Brian Saba as the most qualified candidate for the position; and,

WHEREAS, a successful background and criminal check, reference checks, alcohol and drug test and psychological evaluation have been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Police Officer position to Mr. Brian Saba for the City of Isanti contingent upon receiving an acceptable physical fitness evaluation and any final paperwork needed.
   a. The eligible start date of employment shall be April 6, 2016.
   b. The starting wage is $24.43/hr.
2. The employee shall receive all benefits as provided within the Personnel Policy.
3. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
4. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 5th of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk (SEAL)

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and Council Members**

From: Chief Gene C. Hill
Date: March 21, 2016
Subject: Dept. Policy Language Updates

Background:

From time to time the police department's policy language needs to be updated based on statutory change from the Legislature. These changes are also governed statutorily by the MN. POST Board. In the attached policies, added language is highlighted and deleted language is also highlighted and stricken by a single line. These updates will make our departments policies compliant with Legislative changes.

Action:

I request that the City Council review, consider and approve the language changes so that the policies are language compliant statutorily.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING LANGUAGE CHANGE TO UPDATE SEVERAL POLICE DEPARTMENT POLICIES

WHEREAS, with Minnesota Legislative language changes so to must department policies change; and

WHEREAS, the City Council must authorize the changes to any policy; and

WHEREAS, the Police Department is submitting those changes to the City Council; and

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

1. Authorizes the Chief of Police to make the necessary changes of language to the police department policy manual to become compliant with recent statutory language change.
    - Domestic Abuse Policy
    - Processing Forfeiture Policy
    - Impartial Policing Policy
    - Police Pursuit Policy
    - Police Response to Missing Persons

Adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

ISANTI POLICE DEPARTMENT
DEPARTMENT MANUAL
Domestic Abuse

EFFECTIVE DATE:
DATE OF ISSUANCE:
GENERAL ORDER: No. 171
RE-EVALUATION DATE: April 16, 1999

INTRODUCTION AND PURPOSE OF POLICY

Introduction:

The ~~Isanti County Law Enforcement Agencies (Isanti County Sheriffs Office, Braham Police Department, Cambridge Police Department, and~~ Isanti Police Department~~)~~ recognizes domestic abuse as a serious problem in today's society. This agency's policy is to protect victims of domestic abuse by making an arrest whenever it is authorized and by insuring its peace officers' complete understanding of the law governing this area.

Peace officers will utilize this policy in response to calls where there may be domestic abuse. This policy prescribes courses of action peace officers should take in response to a domestic call. The agencies will aggressively enforce these laws without bias and prejudice based on race, marital status, sexual orientation, social class, age, disability, gender, religion, creed, or natural origin.

Purpose:

The principal purpose of this policy is to establish guidelines and procedures to be followed by peace officers in law enforcement's response to domestic abuse. Additionally, this policy intends:

1. To prevent future incidents of domestic abuse by establishing arrest rather than mediation as the preferred law enforcement response to domestic abuse.

2. To afford maximum protection and support to victims of domestic abuse through a coordinated program of law enforcement and victim assistance.

3. To ensure that the same law enforcement services are available in domestic abuse cases that are available in other criminal cases.

4. To reaffirm peace officers' authority and responsibility to make arrest decisions in accordance with established probable cause standards.

5. To promote peace officer safety by ensuring that they are as fully prepared as possible to respond to domestic calls.

6. To complement and coordinate efforts with the development of domestic abuse prosecution plans, so that law enforcement, prosecution and advocacy will be more efficient and successful.

7. To promote law enforcement's accountability to the public in responding to domestic abuse.

8. To document allegations of domestic abuse so there can be meaningful prosecution and delivery of victim services.

DEFINITIONS

For purposes of this policy, the words and phrases in this section have the meanings given to them, unless another intention clearly appears.

Domestic Abuse means (1) physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault, between family or household members; or (2) terroristic threats (M.S. 609.713, subd. 1) or criminal sexual conduct in the first through fourth degree, committed against a family or household member by a family or household member (M.S. 518B.01, subd. 2(a)).

Domestic Abuse Program means a public or private intervention project or advocacy program that provides support and assistance to the victims of domestic abuse.

Child means a person under the age of 18.

Family or Household Members means spouses, former spouses, parents and children, persons related by blood, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time, and persons involved in a significant romantic or sexual relationship. It also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.

Domestic Call means a request for assistance to a law enforcement agency regarding domestic abuse or any other crime against a family or household member.

DISPATCHING THE CALLS

Receiving the Domestic Call:

Upon receiving a domestic call, the dispatcher will assign the call a high priority. The dispatcher should assign at least two officers to a domestic call. If only one officer is available, all reasonable attempts should be made to obtain another officer to assist the officer who is initially dispatched.

Information to be Obtained:

The dispatcher receiving a domestic call should attempt to elicit from the caller and should communicate to the responding peace officer as much of the following information as possible:

- The nature of the incident.
- The address of the incident, including apartment number, etc.
- The telephone number where the caller can be reached and all alternate telephone number.
- Whether weapons are involved or are present in the dwelling.
- Whether someone is injured and the nature of the injury.
- Information about the suspect including whether the suspect is present, description, direction of flight, mode of travel, etc.
- Relationship between the caller and the suspect.
- Whether there has been prior abuse or prior calls involving these individuals.
- Whether there is an order for protection.
- Whether children are present at the scene.
- Whether there are non-English speaking people or people with mobility impairments or hearing impairments at the scene.

If the caller is the victim, the dispatcher should attempt to keep the caller on the telephone as long as possible, should tell the caller that help is on the way, and inform the caller when the caller can expect the peace officers to arrive.

If the caller is a witness to an incident in progress, the dispatcher should attempt to keep the caller on the telephone and should relay ongoing information provided by the caller to the responding peace officer.

If the responding peace officers are some distance away, and the dispatcher cannot remain on the telephone with the caller/victim, the dispatcher should attempt to call back periodically to check on the progress of events and call again when the officers arrive at the scene. If the dispatcher finds that a caller/victim who was recently available suddenly cannot be reached by phone or there is a persistent busy signal, the dispatcher should relay that information to the responding officer.

RESPONDING TO THE CALLS

Driving to the Scene:

The peace officer should respond directly and without reasonable delay to the scene of a domestic call. The peace officer should take into consideration all information provided by dispatch in determining speed of travel.

Initial Contact with Occupants:

Upon arriving at the scene of a domestic call and being met, the responding peace officers should identify themselves as peace officers; explain their presence, and request entry into the home.

The officers should ask to see the person who is the subject of the call. If the person who called the law enforcement agency is someone other than the subject of the call, the officers should not reveal the caller's name. The officers should check to make sure all of the occupants are safe.

Entry:

* Refused -- If refused entry, the officers should be persistent about seeing and speaking alone with the subject of the call. If access to the subject is refused, the officers should request the dispatcher to contact the caller.

* Forced Entry – If access is still refused and the officers have reason to believe that someone is in imminent danger, the officers are permitted to force entry.

* Search Warrant Entry -- If the officers are refused entry and have no legal grounds for forced entry and they have reasonable grounds to believe a crime has been committed, they should contact the supervisor and request permission to obtain a search warrant.

First Aid:

After securing the scene, the responding peace officers shall provide the necessary first aid.

ARREST DECISIONS

Making Arrests:

After securing the scene and providing any first aid, the peace officers will begin a criminal investigation to determine if there is evidence and probable cause to believe that a crime has been committed based on the evidence and not upon the victim's desire to make an arrest. The officers should collect relevant physical evidence, including weapons that may have been used, take photographs of the scene and any injuries, take damaged property into evidence if appropriate, and take statements from the involved parties and witnesses. Statements should be taken at the scene as close in time to the assault as possible. The victim's emotional state should be noted in the statement. Some of the evidence and statements include:

- Condition of clothing (if ripped take as evidence).
- Property damage (take photographs of any damage).
- Excited utterances of the victim and suspect.
- Demeanor of the victim and the suspect.
- Medical records including the victim's statement to paramedics, nurses and doctors and have the victim sign a medical release of information.
- Interviews of witnesses including the children who may have been present.
- Evidence of any prior domestic abuse – related convictions, including dates.
- Any existing orders for protection or no contact orders and the jurisdiction in which they were obtained.

Note: When determining probable cause, the peace officers should consider their observations and any statements by parties involved and any witnesses. Prior convictions may provide the basis for enhancement to a gross misdemeanor or even felony charges ~~(see VI.B below).~~

Factors Not To Be Considered in Making the Arrest:

Arrests should be made without the consideration of:

- Marital status, sexual orientation, race, or cultural, social, political or professional position.
- Ownership, tenancy rights of either party, or the fact that the incident occurred in a private place.
- Belief that the victim will not cooperate with criminal prosecution or that the arrest may not lead to a conviction (assume the victim will not cooperate and gather as much evidence as possible).
- Verbal assurances that the abuse will stop.
- Disposition of previous police calls involving same victim or suspect.
- Denial by either party that the abuse occurred when there is evidence of domestic abuse.
- Lack of a court order restraining or restricting the suspect.
- Concern about reprisals against the victim.
- Adverse financial consequences that might result from the arrest.
- Chemical dependency or intoxication of the parties.

Primary Aggressor and Dual Arrests:

The agencies shall discourage dual arrest. Where there are allegations that each party assaulted the other, the peace officer shall determine whether there is sufficient evidence to conclude that one of the parties is the primary aggressor based on the following criteria and the officer's judgment:

- Comparative extent of any injuries inflicted.
- Fear of physical injury because of past or present threats.
- Actions take in self-defense or to protect oneself.
- The history of domestic abuse perpetrated by one party against the other.
- Existence or previous existence of orders for protection.

AUTHORITY AND TYPES OF ARREST

Warrantless Probable Cause Arrest for Fifth Degree Assault or Domestic Violence:

Although the general rule is that officers may not make probable cause arrests for misdemeanors unless the offense occurs in their presence (or a citizen who saw the crime so requests), domestic assault is an exception. M.S. 629.341 provides that " . . . a peace officer may arrest a person anywhere without a warrant, including at the person's residence, if the peace officer has probable cause to believe that the person within the preceding seventy-two (72) ~~twelve~~ hours has

(committed the crime of domestic assault) . . ." However, the Minnesota Court of Appeals has ruled in State v. Anderson, 388 N.W.2d 784 (Minn. Ct. App. 1986) that absent consent, hot pursuit, medical or emergency aid, child welfare (M.S. 260C.165) or exigent circumstances, a peace officer DOES NOT have a right under M.S. 629.341 to enter a suspect house for the sole purpose of effecting a domestic abuse arrest. As a general rule, any evidence obtained as a result of an unlawful house entry will be suppressed under the "fruit of the poisonous tree" doctrine.

Note: An arresting officer may not issue a citation in lieu of an arrest and detention to all individual charged with assaulting a spouse or other individual with whom the charged person resides. (M.S. 629.72)

Level of Arrest for Assault 5 and Domestic Assault: Misdemeanor. Gross Misdemeanor and Felony:

Assault in the Fifth Degree and Domestic Assault are typically misdemeanors. However, recent changes in the statute greatly increase the potential for arrests for these crimes at the gross misdemeanor and even felony level.

1. Gross Misdemeanors

   M.S. 609.224, subd. 2(a), Assault in the Fifth Degree, provides for an **enhancement to a gross misdemeanor** violation when the offense is against the **same victim** within ten ~~five~~ years of discharge from sentence for a previous conviction for assault, criminal sexual conduct in the first through fourth degree, or terroristic threats in Minnesota or any similar law of another state.

   If the charge is Domestic Assault (M.S. 609.2242), if the current victim is a family member or household member, and the crime occurs within ten ~~five~~ years of discharge from sentence for conviction of any of the above offenses against **any family or household member,** the same gross misdemeanor enhancement applies. The prior conviction need not be against a member of the **same** family or household.

   If there is a prior conviction for assault or terroristic threats against **any person** within ten ~~two~~ years, a gross misdemeanor may also be charged.

2. Felonies

   As of August 1, 1993, if a person commits assault in the Fifth Degree within ten ~~five~~ years of discharge from sentence for the **first of two or more convictions** of assault, criminal sexual conduct in the first through fourth degree, or terroristic threats against the **same victim,** assault 5 becomes a felony. The same enhancement applies to assault 5 against any victim occurring within two years of the first of two or more of these convictions.

   Domestic Assault (against a family or household member) is also enhanceable under the same circumstances except that the prior convictions may be against **any** family or household member.

The new language "within ten ~~five~~ years of discharge from sentence" in effect extends the reach back for predicate convictions. Example: Defendant arrested for assault 5 on 1/1/98, sentenced on 6/1/98 and placed on two years probation. This offense remains good for enhancement purposes until 6/1/05.

Harassment/Stalking (M.S. 609.749):

Effective July 1, 1993, Minnesota enacted a stalking statute that creates new crimes at both the felony and gross misdemeanor levels. The statute also supersedes and repeals certain misdemeanor offenses. M.S. 609.749 includes several provisions that are frequently applicable to domestic abuse situations even when no actual assault occurs.

The 1997 Legislature amended the stalking statute to clarify language that the Minnesota Supreme Court found ambiguous in the 1993 law but still maintained the basic structure of the 1993 law.

1. Gross Misdemeanors

Current law (effective. 5/7 /97) makes it a gross misdemeanor to harass another person by committing any of the following acts. A person who:

- Directly or indirectly manifests a purpose or intent to injure the person, property or rights of another by the commission of an unlawful act.
- Stalks, follows or pursues another.
- Returns to the property of another if the action is without claim of right to the property or consent of one with authority to consent.
- Repeatedly makes telephone calls or induces a victim to make telephone calls to the actor, whether or not conversation ensues.
- Makes or causes the telephone of another repeatedly or continuously to ring.
- Repeatedly uses the mail or delivers or causes the delivery of letters, telegrams, packages, or other objects.
- Engages in any other harassing conduct that interferes with another person or intrudes on the person's privacy or liberty.

M.S. 609.749, subd. 1 (as amended by the 1997 Legislature) defines "harass" as meaning, "To engage in intentional conduct which (1) the actor **knows or has reason to know** would cause the victim **under the circumstances** to feel frightened, threatened, oppressed, persecuted, or intimidated; and (2) causes this reaction on the part of the victim."

The 1997 Legislature also specifically declared that in stalking/harassment prosecutions, the State does not have to prove the actor **intended** to cause the victim to feel frightened, threatened, oppressed, persecuted, or intimidated. M.S. 609.749, subd. 1 a.

2. Felony Enhancement

Any of the above gross misdemeanors is enhanceable to a felony if committed within 10 years of discharge from sentence for a prior conviction for harassment, assault (any degree), violation of an OFP, or harassment order or terroristic threats, OR if committed against a juvenile, OR if committed while possessing a dangerous weapon.

3. Pattern of Harassing Conduct

In addition, it is a felony to engage "in a pattern of harassing conduct with respect to a single victim or one or more members of a single household which the actor **knows or has reason to** know would cause a reasonable person under the circumstances to feel terrorized or to fear bodily harm and which does cause this reaction" in the victim. M.S. 609.749, subd. 5 (as amended by the 1997 Legislature). A "pattern of harassing conduct" means two or more acts (convictions are not necessary) within a five-year period that constitute any of the following offenses: harassment, terroristic threats, assault, violation of an order for protection or harassment order, trespass, harassing phone calls or mail or criminal defamation.

Note: The harassment statute makes it more important than ever to document not just the facts of the current police call but also the history of abuse or harassment.

4. Probable Cause Warrantless Arrest

The domestic abuse arrest statute (M.S. 629.72) has been amended to provide, as was already the case for domestic assault arrests, that the officer may **not** issue a citation in lieu of arrest in harassment/stalking cases. An officer may also make a warrantless probable cause arrest for harassment even if the offense did not occur in the officer's presence. M.S. 629.34, subd. 1(c)(5).

Probable Cause Felony Arrests for Other Crimes:

At a domestic call, peace officers shall consider whether other felonies have been committed including but not limited to: burglary, felony assault, terroristic threats, kidnapping, false imprisonment and witness tampering.

Note: An assault 5 may be chargeable as burglary in the first degree even if the home is also the offender's, if the entry is made without the consent of the victim and in violation of an OFP barring the offender from the premises. Burglary can also be charged even if an assault does not occur. Specifically, if a defendant enters the victim's house without consent and violates the OFP, burglary may be charged.

Violation of Court Orders:

The peace officer shall verify whether any of the following orders exist before or during an arrest. Verification may be made by the peace officer or someone acting at the officer's direction. Methods of verification include personally seeing a copy of the order or reviewing an agency's file that indicates the existence of such an order. If the verification is made at the

direction of the peace officer, the peace officer shall document the name of the person and the type of order verified. In a police report, the officer shall document actions taken to identify the specific court order (e.g. order for protection), the county of origin, the file number and the provision allegedly violated. The peace officer should make arrangements to get a copy of the order as part of the investigative process.

Note: Ex Parte Temporary Orders for Protection are valid for a fixed period of time, not to exceed 14 days from issuance unless extended by the court. Orders for protection (non-temporary) are valid for a fixed period of time, not to exceed one year except when the court determines a longer fixed period is appropriate.

1. Order for Protection

A peace officer shall arrest and take into custody without a warrant a person who the peace officer has probable cause to believe has violated the restraint or exclusion provisions of an order for protection granted pursuant to M.S. 518B.0l, subds. 6, 7, or 9. Such an arrest shall be made even if the violation of the order did not take place in the presence of the peace officer, if the existence of the order can be verified by the officer.

Note: There are three key points related to the Order for Protection: 1) The law requires an arrest regardless of whether or not the excluded party was invited back to the residence. 2) There is no hour limitation for a warrantless arrest for a violation of an Order for Protection. 3) If there is evidence that an individual has violated another provision of an Order for Protection, other than the restraint or exclusion clauses, a police report should be submitted to the prosecutor indicating that the order was violated.

A violation of an Order for Protection is a misdemeanor but is enhanceable to a gross misdemeanor if the offense occurs within ten ~~five~~ years of discharge from sentence for conviction of violation of an OFP or (effective for crimes occurring on and after 8/1/94) for any conviction of assault, terroristic threats, violation of a harassment order or harassment/stalking. As of 8/1/97, it is enhanceable as a **felony.**

As of 1/5/98, a statewide law enforcement computer verification system for domestic abuse orders for protection will be on line including the phone number of the controlling agency (the law enforcement agency with a copy of the actual OFF). The new system will also make it possible to identify respondents against whom an OFP has been issued but not served and even, by obtaining a fax of the order, to make service of the order.

2. Harassment/Restraining Order

A peace officer shall arrest and take into custody a person who the peace officer has probable cause to believe has violated a harassment restraining order pursuant to M.S. 609.748, subds. 4 or 5, if the existence of the order can be verified by the officer.

Note: A person who violates a harassment restraining order is guilty of a misdemeanor if the violator knows of the order. This offense is enhanced to a **gross misdemeanor** if it occurs within ten ~~five~~ years of discharge from sentence for a previous conviction for violation of either a harassment order or an OFP or any assault, harassment/stalking, or terroristic threats

conviction. As of 8/1/97, it is enhanced to a **felony** if it occurs within ~~ten five~~ years of discharge of the first of two or more such convictions.

3. No Contact Order

As of 8/1/93, an officer may arrest without a warrant any person who he has probable cause to believe has violated the provisions of a no contact or restraining order issued by a court. M.S. 629.34, subd. 1(6).

In many jurisdictions, pretrial no contact orders are routinely issued in crimes against person cases, including domestic assaults, and are valid until final disposition of the case (sentencing or dismissal).

The pre-trial order is frequently replaced at the time of sentencing with a new no contact order issued as a condition of probation. This no contact order may be valid for the full probationary period indicated in the order.

A no contact order can be rescinded by the court at any time. However, the production by the victim of a copy of an apparently valid court order, absent contrary evidence, provides prima facie basis for arrest whenever there is probable cause to believe a violation of the order has occurred.

Other Misdemeanors:

At a domestic call, the peace officer shall consider whether other crimes have been committed including but not limited to: trespassing, criminal damage to property, disorderly conduct, witness tampering, or assault.

ASSISTANCE, STAYING AT THE SCENE, VICTIM RIGHTS, AND SERVICES

Staying at the Scene:

If an arrest does not occur, peace officers should remain at the scene of the disturbance until they believe that the likelihood of further imminent abuse has been eliminated. If a domestic abuse intervention program is available, the peace officer should make contact for immediate intervention.

Note: M.S. 629.342 provides that when a peace officer does not make an arrest, the peace officer must provide immediate assistance to the victim, including obtaining necessary medical treatment and providing the victim with the notice of rights pursuant to M.S. 629.341, subd.3.

Assistance to Non-English Speaking Victims or Victims with Communication Disabilities:

The peace officer shall use the resource list established by the Isanti County Sheriffs Office, which includes International Language Services (number on file at Dispatch Center) and maintained in the Dispatch Center of the Sheriff's Office to contact a person to assist in those cases where the participants in the domestic call, including the witnesses, are non-English speaking, are hearing impaired, or have other communication disabilities. The officer should

avoid the use of friends, family, or neighbors serving as the primary interpreter for the investigation.

Notice of Crime Victim Rights:

The peace officer shall supply the victim of a domestic call a copy of the agency's crime victim notification form.

Services:

The peace officer should contact the local domestic abuse program, The Refuge, if available, by phone or pager as soon as possible (preferably within one hour of the arrest) on all arrest situations. The peace officer will provide the name and address of the victims and a brief factual reconstruction of the events associated with the action.

If the victim requests, in writing, that their name not be released to victim services organizations, the peace officer will notify The Refuge that a Domestic Abuse arrest was made and will inform The Refuge that the victim has requested that their name not be released to victim services organizations. The peace officer will not release the victim's name under these circumstances.

This section shall not apply if prohibited by the Minnesota Government Data Practices Act (M.S. 13.82, subd. 10).

CHILDREN

Child Victims:

If a child is present at the scene of a domestic call or is the victim of domestic abuse, the peace officer should determine whether the child has been subjected to physical abuse, emotional abuse, sexual abuse, or neglect, and comply with the requirements of M.S. 626.556, Reporting of Maltreatment of Minor. The officer shall also attempt to verify whether there has been an Order for Protection (MN §260C.201) ~~(M.S. 260.133).~~ If the child has been physical injured, the officer should escort the child to the nearest hospital for treatment.

Child Present and Care:

If the legal parent or guardian of a child can no longer provide care (for example, when the victim is hospitalized), the officer should consult with the legal guardian on determining the disposition of the child and should make a good faith attempt to follow the request of the legal guardian or parent.

If the peace officer reasonably believes that the child's immediate surroundings or conditions endanger the child's health and welfare, the officer may take the child into immediate custody pursuant to M.S. 260C.165~~, subd. 1(c)(2)~~.

REPORTS AND FORMS

Written Report:

Whether there is an arrest or not, peace officers shall make a report after responding to a domestic call. If the officer did not arrest or seek an arrest warrant even though arrest was authorized, a detailed explanation of the reasons for the officer's decision not to arrest must be documented. The report should include the following: detailed statements from the victim, suspect and witnesses; description of injuries; information about past abuse; description of the scene; primary aggressor; existence of language barriers; presence of elderly victims or those with disabilities; and documentation of evidence.

~~Department of Corrections, Domestic Abuse Case Law Enforcement Data Collection Form:~~

~~The law enforcement agency shall collect the data on the peace officer data collection form supplied by the Commission of Corrections when the victim is a woman. (611A.36, subd. 2).~~

FURTHER INVESTIGATION

A domestic call shall be turned over to the appropriate investigator for further follow-up if appropriate. If there is an arrest, the investigator shall determine the defendant's criminal record, and if there is evidence of a previous conviction, the peace officer should advise the prosecutors of any enhanced criminal sanctions which may be available. Follow-up may also include taking photographs of the victim's injuries 2-3 days after the incident. Bruises that were not visible immediately following the incident may appear within a couple of days. In addition to pictures, all officers should document the extent of injuries on a body diagram. (See attachment.)

Notwithstanding the fact that the officer has decided not to arrest one of the participants in the domestic call, the peace officer shall thoroughly document all relevant information in the report and shall refer the report to the appropriate prosecutor for review and consideration of criminal charges.

ISANTI POLICE DEPARTMENT

DEPARTMENT MANUAL

Procession of Property Seized For Administrative Forfeiture
MN Statute 609.531

EFFECTIVE DATE: January 2011
GENERAL ORDER: No. 2011-1

POLICY

It shall be the policy of the Isanti Police Department that all employees of the agency, all employees assigned to another law enforcement agency's task force and all employees assigned from an outside law enforcement agency to a task force in which this agency serves as the fiscal agent, shall follow all state and federal laws pertaining to the processing of property seized for forfeiture. Training will be provided by the employing law enforcement agency in consultation with the prosecuting authority to officers who may exercise the use of administrative forfeiture in the performance of their assigned duties. Such training to be conducted whenever the agency policy is changed or modified based upon administrative directives, legislative statutes changes and/or relative court decisions. Training may include but not limited to agency policy, directives, electronic or traditional classroom education.

DEFINITIONS

Cash: money in the form of bills or coins, traveler's checks, money orders, checks or other forms of electronic money or stored value cards, including but not limited to gift cards, debit cards, gift cards/certificates or other negotiable financial instruments.

Conveyance Device: a device used for transportation and includes, but is not limited to, a motor vehicle, trailer, snowmobile, airplane, and vessel and any equipment attached to it. The term "conveyance device" does not include property, which is in fact, itself stolen or taken in violation of the law.

Firearms/ammunition/firearm accessories: a device that projects either single or multiple projectiles at high velocity. Ammunition is a term meaning the assembly of a projectile and its propellant. Accessories include but are not limited to holsters, gun cases, fire arm optics, suppression devices, cleaning supplies, etc.

Forfeiture: the process by which legal ownership of an asset is transferred to a government or other authority.

Jewelry/Precious Metals/Precious Stones: The term "precious metals/precious stones" includes items of jewelry, such as rings, necklaces, and watches, that reasonably appear to be made of precious metals or precious stones. Precious metals include but are not limited to gold, silver, platinum, iridium, and palladium. Precious stones, often referred to as gemstones, include but are not limited to diamonds, emeralds, and rubies.

Forfeiture/Seized Property Reviewer: an Agency employee responsible for reviewing all forfeiture cases and is the liaison between the Agency and prosecutor's office.

Seizure: the act of law enforcement officials taking property, including cash, vehicles, etc. that has been used in connection with or acquired by illegal activities.

SEIZED PROPERTY SUBJECT TO ADMINISTRATIVE FORFEITURE

The following property may be seized and is presumed under MN STAT 609.5314 to be subject to administrative forfeiture if the item has a retail value of $50,000.00 or less:

All money, precious metals, and precious stones found in proximity to:

- Controlled substances;
- Forfeitable drug manufacturing or distributing equipment or devices; or
- Forfeitable records of manufacture or distribution of controlled substances.

All conveyance devices containing controlled substances with a retail value of $100.00 ~~$75~~ or more if possession or sale of the controlled substance would be a felony under chapter 152.

All firearms, ammunition, and firearm accessories found:

- In a conveyance device used or intended for use to commit or facilitate the commission of a felony offense involving a controlled substance;
- On or in proximity to a person from whom a felony amount of controlled substance is seized; or
- On the premises where a controlled substance is seized and in proximity to the controlled substance, if possession or sale of the controlled substance would be a felony under chapter 152.

Situations in which forfeiture should not be pursued:

- Seizure of property not listed above must be processed in coordination with and approved by the unit supervisor.

PROCESSING SEIZED PROPERTY FOR FORFEITURE PROCEEDINGS

When any property as described in the above section is seized, the peace officer making the seizure must prepare the following:

- The proper Notice of Seizure and Intent to Forfeit Property form. This form must be completed to include the following: a list describing each item seized, the name of the individual served with the Notice, location, and the date of seizure. Administrative forfeiture notices are NOT to be given for assets seized under MN STAT 609.5314 if the retail value of the asset exceeds $50,000.00.

- A receipt for the item(s) seized.

The Notice form also contains information in English, Hmong, Somali and Spanish concerning the right to obtain judicial review and the procedure under MN STAT 609.5314 to follow to obtain it. The form must be dated and signed by the peace officer conducting the seizure. An agency case number must be included on the form. The individual from whom property is seized must be given an opportunity to sign the seizure notice form. If the person refuses, the peace officer conducting the seizure must check the appropriate box indicating the refusal to sign. If property is seized from multiple individuals, a separate seizure form will be completed for each individual. A copy of the seizure form must be given to the individual served.

All property subject to and being processed for forfeiture through the agency must be held in the custody of the agency.

The peace officer conducting the seizure shall forward the original and pink copy of the seizure notices, seized property processing worksheets, property receipts and reports will be forwarded to the Forfeiture/Seized Property Reviewer within 10 days of seizure.

The peace officer conducting the seizure shall inform the Forfeiture/Seized Property Reviewer of the estimated retail value of drugs found in proximity to the asset seized.

Cash

Peace officers shall not seize cash having an aggregate value less than (Agency Discretion), unless pre-recorded buy funds are included in the cash seized. Cash shall be recounted and the amount verified by another employee of the Agency. The property bag and/or inventory receipt shall then be co-signed when cash is involved.

All forfeitable cash seized will be turned over to the Forfeiture/Seized Property Reviewer or property/evidence room as soon as practicably possible (Agency Discretion) of the seizure.

Prior to deposit with the Forfeiture/Seized Property Reviewer, peace officers shall examine all cash seized to determine whether it contains any buy funds. Peace officers shall document the recovery of all buy funds and deposit those funds with the Forfeiture/Seized Property Reviewer to be returned to the appropriate unit's buy fund account.

Peace officers seizing cash shall also prepare a property inventory. If cash is seized from multiple individuals, a property inventory receipt will be completed for each individual. The property inventory receipt shall specify the total amount of cash seized from each individual. The agency property inventory shall also contain a detailed description of all checks, money orders and/or travelers checks or other financial instruments.

The peace officer conducting the seizure shall provide a copy of the completed property inventory receipt to the Forfeiture/Seized Property Reviewer.

It is the seizing peace officer's responsibility to secure the cash consistent with the agency policy or procedure.

Jewelry/Precious Metals/Precious Stones

Peace officers seizing jewelry, precious metals, and/or precious stones will write a detailed description of each item on the property inventory receipt prior to inventorying the items. A copy of the property inventory receipt and any photographs of the jewelry, precious metals and/or precious stones shall be delivered to the Forfeiture/Seized Property Reviewer.

Peace officers seizing jewelry, precious metals, and/or precious stones shall deliver those items to the property/evidence room as soon as practicably possible.

Conveyance Device

Upon seizure for forfeiture, all conveyance devices shall immediately be either taken to a secure designated area or to an agency approved impound facility.

Peace officers shall inventory the conveyance device and its contents in accordance with agency policy. Peace officers shall also complete applicable report forms and distribute them appropriately.

Firearms/Ammunition/Firearm Accessories

When firearms, ammunition, or firearms accessories are seized, they shall be inventoried and delivered to the property/evidence room as per agency policy/procedure.

CASE FILE STATUS

The Forfeiture/Seized Property Reviewer shall forward all changes to forfeiture status to the supervisor who initiated the case.

REPORT WRITING

Peace officers seizing property must complete a report. All reports must include a description of the items seized, where the property is turned in/stored, the name of the individual served, the date that the seizure form was served, the name of the serving peace officer, and whether or not the individual signed the Notice of Seizure and Intent to Forfeit Property form.

All reports dealing with seized property will be completed within 24 hours of the seizure when practically possible.

ISANTI POLICE DEPARTMENT
DEPARTMENT MANUAL
Impartial Policing Policy

EFFECTIVE DATE:
DATE OF ISSUANCE:
GENERAL ORDER: 200112
RE-EVALUATION DATE:

PURPOSE

This policy is intended to reaffirm Isanti Police Department's commitment to impartial/unbiased policing and to reinforce procedures that serve to assure the public that we are providing service and enforcing laws in a fair and equitable manner to all.

DEFINITION

Racial profiling has the meaning given to it in Minn. Stat. 626.8471, Subd. 2. which states:
"Racial profiling" means any action initiated by law enforcement that relies upon the race, ethnicity, or national origin of an individual rather than:
(1) the behavior of that individual; or
(2) information that leads law enforcement to a particular individual who has been identified as being engaged in or having been engaged in criminal activity.
Racial profiling includes use of racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling does not include law enforcement's use of race or ethnicity to determine whether a person matches a specific description of a particular subject.

POLICY

A. Policing Impartially:

1. Investigative detentions, pedestrian and vehicle stops, arrests, searches and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the United States Constitution. Officers must be able to articulate specific facts, circumstances and conclusions that support reasonable suspicion or probable cause for investigative detentions, pedestrian and vehicle stops, arrests, nonconsensual searches and property seizures.

2. Except as provided in paragraph 3, officers shall not consider race, ethnicity, national origin, gender, sexual orientation and religion in establishing either reasonable suspicion or probable cause.

3. Officers may take into account the descriptors in paragraph 2 of a specific suspect(s) based on information that links specific, suspected, unlawful or suspicious activity to a particular individual or group of individuals. This information may be used in the same manner officers use specific information regarding age, height, weight, etc. about specific suspects.

B. Preventing Perceptions of Biased Policing -Procedural Guidelines:

In an effort to prevent the perception of biased law enforcement, officers shall utilize the following guidelines:

- Be respectful and professional.
- Introduce or identify yourself to the citizen and state the reason for contact as soon as practical, unless providing this information will compromise officer or public safety.
- Ensure that the detention is no longer than necessary to take appropriate action for the known or suspected offense.
- Attempt to answer any relevant questions the citizen may have regarding the citizen/officer contact, including relevant referrals to other agencies when appropriate.
- Provide your name and badge number when requested, preferably in writing or on a business card.
- Explain if you determine that the reasonable suspicion was unfounded (e.g., after an investigatory stop).

SUPERVISION AND ACCOUNTABILITY

Supervisors shall ensure that all personnel in their command are familiar with the content of this policy and are operating in compliance with it.

ISANTI POLICE DEPARTMENT
DEPARTMENT MANUAL
Pursuit Policy

EFFECTIVE DATE: April 13, 2000
DATE OF ISSUANCE: April 13, 2000
GENERAL ORDER: No. 178.0
RE-EVALUATION DATE:

PURPOSE

The purpose of this policy is to provide direction for the operation of law enforcement vehicles while involved in pursuit situations.

Policy Statement:

It is the primary mission of the Isanti Police Department to protect lives while enforcing the law. In addition, it is the responsibility of the Isanti Police Department to guide its officers in the safe and reasonable performance of their duties. To accomplish these goals, the following policy is provided to control and regulate the manner in which emergency vehicle operations are undertaken and performed. When engaged in emergency vehicle operations in the performance of official duties, drivers of authorized emergency vehicles are granted exemptions, by statute, from certain traffic laws. These exemptions are provided to help protect lives, not to place them at undue risk

Definitions:

A. Pursuit: A multi-stage process by which a police officer initiates a vehicular stop and a driver resists the signal or order to stop, increases speed, takes evasive action and/or refuses to stop the vehicle. Once the driver refuses to obey the police officer's signal or order, this pursuit policy and procedure will determine the officer's and department's actions.

B Termination of a pursuit: A pursuit shall terminate when the primary officer turns off the emergency equipment, resumes routine vehicle operation and informs dispatch, or when the suspect vehicle stops.

C; Divided Highway: Any highway that has been separated into two or more roadways by:

1. A physical barrier, or
2. A clearly indicated dividing section so constructed as to impede vehicular traffic.

D. Channeling: To direct vehicular traffic into a progressively narrowing passageway or lane location on the roadway.

E. Compelling Path: The use of channeling techniques with a modified roadblock located at its narrowed end. The compelling path differs from a termination roadblock in that the driver or any vehicle traveling the path has an exit option at the narrowed end.

Pursuit Considerations:

A. Pursuit is justified:

1. When a vehicle operator fails to stop after being given a visual or audible signal to stop by a peace officer; and
2. When there is reasonable expectation of a successful apprehension of the suspect.

B. Other factors to be considered:

1. The initial decision to engage in a pursuit shall rest primarily with the officer who has initiated the vehicular stop, after considering the elements of this policy,
2. These elements shall include, but are not limited to, the crime for which the suspect is wanted (the need to apprehend immediately) and the risk to the community created by the pursuit (traffic, area of pursuit, environmental factors, and weather conditions).
3. The officer must continually consider the risks created by the pursuit, as those risks may change during a pursuit.
4. Terminating a pursuit shall be considered a decision made in the interest of public safety. Many times the termination of a pursuit is the safest and most appropriate action.
5. The officer's decision to continue a pursuit may be overridden by a supervisor at any time.

C. Standards applied to the evaluation of a pursuit, as well as the decision to continue a pursuit shall include the following:

1. Is the need to immediately apprehend the suspect more important than the risk created by the pursuit?

B. Emergency vehicles operating in emergency mode are permitted to violate certain traffic

2. Do the dangers created by the pursuit exceed the danger posed by allowing the perpetrator to escape?

Procedures and Tactics for an Officer Engaging in a Pursuit:

A. Emergency vehicles shall be driven in a safe manner and with due regard for public safety.

B. Emergency vehicles operating in emergency mode are permitted to violate certain traffic regulations when necessary, as long as the operator continues to exercise due care in vehicle operation.

C. The vehicles shall be known as the primary unit, which will be the unit closest to the fleeing vehicle and the secondary unit, which shall remain at a safe distance behind the primary unit but close enough to provide support and communicate with dispatch. Backup units as needed shall operate at a safe distance to provide support.

Responsibilities of the Primary Unit:

A. The driver of the primary unit shall notify dispatch of the pursuit and shall provide at least the following critical information to dispatch:

1. Unit identification.
2. Offense for which the suspect is being pursued.
3. Suspect vehicle description, including license number if reasonably possible.
4. Location, direction, and speed of both vehicles.
5. Description of occupant(s) and if suspect is known to officer.
6. Any other important information about the suspect vehicle or environment (for example: suspect is traveling without lights, officer loses sight of vehicle, etc).

B. Based on the known information, the supervisor shall make the decision to either take further appropriate action or terminate the pursuit.

C. No officer will intentionally make vehicle-to-vehicle contact unless in conformance with Departmental policy on use of force (see Departmental Policy on Force).

D. Roadblocks established must conform to the policy on use of force.

E. Only police vehicles with emergency lights and siren will be used as pursuit vehicles.

Supervision of Pursuit Activities:

A. Each Department shall outline their procedures regarding who has control over pursuit activities.

B. Procedures regarding control over pursuit activities should:

1. Reference who should be notified that a unit has become involved in a pursuit.
2. Reference who critical information necessary to evaluate the continuation of the pursuit should be directed to.
3. Indicate who has the authority to terminate any pursuit.

C. Options to keep in mind during a pursuit include, but are not limited to the following:

1. In cases involving wrong-way drivers, parallel pursuits may be used.
2. Notification of the next jurisdiction is encouraged.
3. Channeling techniques may be used.
4. Creating a compelling path.

D. Post-pursuit chain of command notifications are required and should be identified in each Department's policy.

Dispatch Responsibilities:

Dispatch shall coordinate critical information, both as timely and accurately as possible.

Factors Influencing: the Termination of a Pursuit

A. The driver of the primary unit and the supervisor shall continually evaluate the risks and likelihood of a successful apprehension of the suspect.

B. The conditions of the pursuit become too risky for the safe continuation of the pursuit, i.e., it is futile to continue.

C. A supervisor orders it terminated.

D. If information is communicated that indicates the pursuit is out of compliance with policy.

E. When normal communication is broken.

F. When visual contact is lost for a reasonable period of time or the direction of travel cannot be determined.

G. When the suspect is known and could be apprehended later, and to delay apprehension does not create a substantial known risk of injury or death to another.

Interjurisdictional Pursuit:

A. The primary unit, before leaving its jurisdiction, shall update critical information to the dispatcher.

B. The primary police vehicle shall remain the primary vehicle in other jurisdictions unless the controlling pursuit authority transfers their authority to another jurisdiction.

C. Upon receiving notification that the pursuit is entering another agency's jurisdiction, the dispatcher shall forward all critical information possessed by the dispatcher to that agency.

D. When a pursuit enters this department's jurisdiction:

1. The dispatcher shall update the critical information to the shift supervisor or other authorized individual identified by the department.
2. The controlling pursuit authority shall determine if the pursuit is in conformance with policy and shall provide appropriate direction to their units.

Air Support:

Once contact is made with air support and air support has suspect vehicle in sight, the primary pursuit unit shall reduce the level of pursuit to that of support or other backup unit.

Care and Consideration of Victims:

A. If during a pursuit an officer observes or is made aware of an injury to an individual, the officer shall immediately notify the peace officer's dispatcher to have the appropriate emergency units respond.

B. The primary pursuit unit will be responsible for ensuring that assistance is provided to people who may have been injured during the course of a pursuit. The primary pursuit unit may delegate the responsibility to render the assistance to a specific support or backup unit when they are immediately available to render assistance.

Pursuit Summary Report:

A. The primary officer and the supervisor shall file a pursuit summary report.

B. To ensure compliance with MN §626.5532 ~~Statute 626.5531~~, the chief law enforcement officer shall ensure the completion of the state pursuit report form and forward it to the Commissioner of Public Safety within 30 days following the incident.

C. The report must contain the following elements:

1. The reason(s) for, and the circumstances surrounding the incident.
2. The alleged offense.
3. The length of the pursuit including time and distance.
4. The outcome of the pursuit.
5. Any injuries or property damage resulting from the incident; and
6. Any pending criminal charges against the driver.

Evaluation and Critique:

After each pursuit, the supervisor and department units involved with the pursuit will evaluate the pursuit and make recommendations to the chief law enforcement officer on ways to improve the department's pursuit policy and tactics.

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~~This "Model Policy for Police Pursuits" is consistent with 1999 legislative language (626.8458 Subd. 2) and was originally adopted through POST Board action on January 28, 1999 and last revised at the October 1999 Board Meeting.~~

ISANTI POLICE DEPARTMENT
DEPARTMENT MANUAL
Missing and Exploited Children

EFFECTIVE DATE: March 15, 2010
DATE OF ISSUANCE:
GENERAL ORDER: No. 200
RE-EVALUATION DATE:

PURPOSE

The purpose of this policy is to establish responsibilities and guidelines regarding this agency's response to reports of missing children.

POLICY

It shall be the policy of this agency to thoroughly investigate all reports of missing ~~children~~ and endangered persons as defined in MN STAT Chapter 299C.52, subd. 1 (c) and (d) ("Minnesota Missing Children and Endangered Persons' Program" referred to as Brandon's Law). In addition, this agency holds that every child reported as missing will be considered "at risk" until significant information to the contrary is confirmed.

This policy addresses investigations where the person has been determined to be both missing and endangered and includes all procedures required by MN STAT 299C.52.

DEFINITIONS

A. Missing Child: A person who is:

1. Younger than eighteen (18) years of age, and

2. Whose whereabouts are unknown to a parent, guardian, or responsible party.

B. Unusual Circumstances: Refers to a missing child who is:

1. Thirteen (13) years of age or younger. This age was established by the federal Missing Children Assistance Act because children of this age group have not established independence from parental control, and do not have the survival skills necessary to protect themselves from exploitation on the streets.

2. Believed to be one or more of the following:

a. Out of the zone of safety for his or her age and developmental stage. The zone of safety will vary depending on the age of the child and his/her developmental stage. In the case of an infant, for example, the zone of safety will include the immediate presence of an adult custodian, or the

crib, stroller, or carriage in which the infant was placed. For a school age child, the zone of safety might be the immediate neighborhood or the route taken between home and school.

b. Mentally diminished. If the child is developmentally disabled or emotionally disturbed, he or she may have difficulty communicating with others about needs, identity, or address. The disability places this child in danger of exploitation.

c. Drug dependent, including both prescription and illicit substances any drug dependency puts the missing child at risk. The diabetic or epileptic child requires regular medication or his/her condition may become critical. The illicit drug abuser, on the other hand, may resort to crime or become the victim of exploitation.

d. A potential victim of foul play or sexual exploitation. Significant risk to the child can be assumed if investigation reveals indications of a possible abduction, violence at the scene of an abduction, or signs of sexual abuse.

e. In a life threatening situation. The environment in which the child is missing may be particularly hazardous. Examples of a dangerous environment could be a busy highway for toddler or an all-night truck stop for a young teenager.

f. Absent from home for more than twenty-four (24) hours before being reported to the police as missing. While some parents may incorrectly assume that twenty-four (24) hours must pass before police will accept a missing person case, a delay in reporting might also indicate the existence of neglect or abuse within the family.

g. Believed to be with adults who could endanger his or her welfare. A missing child in such circumstances is in danger not only of sexual exploitation, but also of involvement in criminal activity such as burglary, shoplifting and robbery.

h. Is absent under circumstances inconsistent with established patterns of behavior. Most children have an established routine that is reasonably predictable. Significant, unexplained deviations from that routine increase the probability of risk to the child.

i. Whose disappearance involves circumstances that would cause a reasonable person to conclude that the child should be considered at risk.

C. Determination of Unusual Circumstances

1. If it is determined that unusual circumstances are involved in the report of a missing child, a thorough investigation, including the use of all appropriate resources, and will commence immediately. While all missing child incidents

should be investigated thoroughly, those involving unusual circumstances indicate a heightened likelihood of risk to the child and; therefore, require an intensive response.

2. If appropriate, existing interagency response protocols should be activated. Pre-planned strategies for responding to missing child reports are essential for successful case resolution. By identifying all the services and resources a region has available to search for missing children, multi-agency agreements can be reached beforehand and activated promptly when the need arises.

PROCEDURES

A. The Call Taker (Communications Personnel, Dispatcher, etc.): The call taker who receives the report of a missing child will be responsible to:

1. Determine if circumstances of the report meet the definition of a missing child as defined above by questioning the caller about the circumstances of the report, the call taker is able to make a preliminary assessment about the level of risk to the missing child. This assessment will also prepare the call taker to promptly activate additional response protocols, if needed.

2. Immediately dispatch an officer to the scene of the report. The officer who routinely patrols the vicinity of the report is best suited to handle the first response since he/she should be familiar with the area and is likely to have knowledge of unusual activities, suspicious persons, known offenders, and other neighborhood dynamics. The handling of certain missing child reports, such as suspected runaways, over the telephone is discouraged since accurate assessments of risk to the child cannot be made. The National Child Search Assistance Act of 1990 mandates law enforcement's immediate response to reports of missing children, and the prompt entry of descriptive information into the NC I C Missing Person File.

3. Notify a supervisor. Because of the complexity of some missing child cases, especially those that may require the immediate mobilization of investigative resources, call takers should verify that a supervisor has been notified whenever officers respond to such an assignment.

4. Transmit the appropriate radio alerts and other notifications. A critical responsibility of the call taker is to obtain sufficient information from the reporting party to broadcast a radio message that alerts other officers, and other agencies if necessary, about the circumstances of the child's disappearance. Basic information should include the child's height, weight, hair and eye color, and clothing, as well as the location where the child was last seen. Most importantly, the radio alert should contain any information known about a possible abductor with special emphasis on the description of the suspect and vehicle used as well as direction of travel. Consideration should also be given to

the use of "road-block" plans, including those involving surrounding agencies, to apprehend a fleeing abductor.

5. Search agency records for related information. It is essential for responding officers to know if the child or family has been the subject of previous reports that might have a bearing to this incident. If possible, records should also be reviewed to learn if any incidents have been reported in the area that might have investigative value in this case. Complaints such as attempted abductions, prowlers, public lewdness, and suspicious persons will be of particular interest. Access should also be made to the Sex Offender Registration list to determine if individuals designated as sexual predators reside, work, or might otherwise be associated with the area.

6. Safeguard all pertinent records. The call taker should also ensure that records of all communication related to this incident, such as telephone conversations with the reporting party, including written notes regarding the discussion, radio broadcasts, and all subsequent notifications, are safeguarded for future investigative reference.

7. Initiate media contact. In agencies without a public information officer, the call taker, under direction of a police supervisor, may be best situated to provide information to the media that is designed to elicit public assistance in the search for a missing child. In preparation for such situations, call takers should have available the names and telephone numbers of media contacts.

B. The First Responder: The officer who is assigned as a first responder to the report of a missing child will be responsible to:

1. Respond promptly to the scene of the report. Even if the assigned officer has been provided with initial information such as the child's description and other facts about the incident, it would be inappropriate to delay response to circle through parks, check playgrounds, or stop suspicious individuals. Unless in immediate response to the child's safety, these activities can be handled by other patrol units.

2. Interview parent(s) or person who making the initial report. The purpose of this interview is to gain an insight into the circumstances surrounding the disappearance and other information needed to conduct an initial assessment of the case. If needed, request an interpreter through dispatch. Note: Using a specifically designed missing person report form to gather information will enable the first responder to more promptly reach an accurate risk assessment.

3. Obtain a description of the missing child. The collection of information about the missing child, race, height, weight, hair and eye color, clothing, and other noteworthy features, should be done promptly and relayed to other officers who may be assisting in the investigation. Several recent photographs and videotape, if available, should be secured. Here again, the use of a missing person report form will expedite the collection of descriptive information.

4. Verify that the child is in fact missing. First responders should never assume that searches conducted by distraught parents or others, have been performed in a thorough manner. Another check of the house and grounds should be made that includes places where children could be trapped, asleep, or hiding. Special attention should be paid to enclosures like refrigerators, freezers, and the interior of parked vehicles where limited breathing air may place the child at even greater risk. In the case of older children, first responders should ask if parents have checked with the child's friends or perhaps overlooked or forgotten something the child may have said that would explain the absence. Note: a search of the home should be conducted even if the child was last seen elsewhere.

5. Confirm the child's custody status. First responders should ascertain whether a dispute over the child's custody might have played a role in the disappearance. Questions regarding whether the reporting party has full legal custody, or if the non-custodial parent has been contesting custody, or if the missing child expressed a wish to live with the other parent, may help an officer gain important insight into the case.

6. Identify the circumstances of the disappearance. First responders need to ascertain whether the circumstances surrounding the child's disappearance are such that a heightened level of response is warranted. If "unusual circumstances" exist, as defined in paragraph B of Section III, then the decision to employ additional response methods is clear. In other situations where the circumstances are not clear, officers should keep the missing child's safety in mind and act accordingly.

7. Determine when, where, and who last saw the child. This information is needed to determine factors such as abduction time frame, windows of opportunity, and information verification. Comparison of information gathered from the reporting party, witness, and other sources may prove vital to case direction.

8. Interview the individual(s) who last had contact with the child. Effective questioning of those individuals who last saw or spoke with a missing child is crucial in the case assessment process. While seeking information about the child's appearance, demeanor, contradictions, officers also should be alert to contradictions or evasiveness by the witness, especially if these statements cannot be readily substantiated.

9. Identify the child's zone of safety for his or her age and developmental stage. Responding officers should attempt to determine how far a child could travel from the location where last seen before he or she would most likely be at, risk of injury or exploitation. This perimeter should, under many circumstances, define the first search zone.

10. Make an initial determination of the type of incident. By employing all available assessment tools, i.e., completion of standardized forms, interviews with parents, statements of witnesses, search of scene, etc., an officer should be able to reach a

preliminary determination regarding the type of case and the need for additional resources. Note: Officers must be cautious in "labeling" or classifying a missing child case, since the classification process will affect the way in which initial information or evidence is gathered. Even if first indications suggest a "less urgent" incident, officers should consider all possibilities until the case category is clearly determined.

11. Obtain a description of the suspected abductor(s) and other pertinent information. Officers need to record witness information immediately, not only for general investigative use, but also before witnesses forget or speak to others who may confuse or make suggestions about what was actually observed. If the abduction scene involves a business or other public place, officers may be able to supplement witness information with video from security cameras that might provide crucial information about suspect, vehicles, and circumstances. In the case of a suspected family abduction, the reporting party may have photographs of the abductor or other valuable information.

12. Determine the correct NCIC Missing Person File category and ensure that a notification is promptly transmitted. There are five (5) categories within the Missing Person File: disability, endangered, involuntary, juvenile, and catastrophe. Simply because the child is less than 18 years old does not require that the juvenile category must be used. The circumstances of the disappearance should govern category selection. NCIC suggests that family and non-family abductions be entered in the involuntary category. Runaways most commonly are entered in the juvenile category unless unusual circumstances exist.

13. Provide detailed descriptive information to communications unit for broadcast updates. As information becomes available regarding the child's appearance, circumstances of the case, or description of the potential abductor, officer should ensure that other officers and agencies are provided with up-to-date facts.

14. Identify and interview everyone at the scene. The name, address, home and work telephone number of everyone present at the scene, along with his or her relationship to the missing child, should be recorded. If possible, include them in photographs and/or videotapes of the incident scene. By interviewing each person privately, officers may be able to uncover information that will be instrumental in resolution of the case.

15. Obtain permission to conduct a thorough scene search. With the assistance of additional personnel, a systematic, thorough search of the incident scene should be conducted. If appropriate, officers should obtain written permission to search houses, apartments, out buildings, vehicles and other property that might hold information about the child's disappearance. Officers are again reminded to conduct a thorough, immediate search of the child's home and property, even if the disappearance supposedly took place elsewhere.

16. Secure and safeguard the area as a potential crime scene. First responders must take control of the immediate area where the incident occurred and establish an

appropriate perimeter to avoid destruction of vital evidence. In addition to external crime scenes, the child's home, and particularly his or her bedroom, should be secured and protected until evidence and identification material such as hair, fingerprints, bite marks, etc, are collected.

17. Prepare necessary reports and complete appropriate forms. Information gathered by the first responding officer(s) may be instrumental in the eventual case solution. To record this important information, officers should prepare a chronological account of their involvement and actions in the case from time of assignment to the point of dismissal. Reports should include everything, not just those events that seem to have a direct bearing on the case.

C. The Supervisor: The supervisor who is assigned to the report of a missing child will be responsible to:

1. Obtain a briefing from the first responder(s) and other agency personnel at the scene. This briefing allows the supervisor to determine the scope and complexity of the case and thus develop an appropriate response. The briefing should be conducted away from family, friends or any other individuals who may be present. Doing so will allow officers to speak freely about the events that have transpired and to pass along initial impressions and opinions that might be misconstrued by others.

2. Determine if additional personnel and resources are needed to assist in the investigation. Depending upon the situation, a supervisor may determine that additional personnel, including specialized units, should be called to the scene or otherwise assist in the investigation. Certain cases may also require that the supervisor activate existing interagency response protocols.

3. Establish a command post. A command post is a field headquarters for scene management. It is used as a center for organizing personnel and directing investigative efforts as well as a focal point for inquires, intelligence gathering and media contacts. As a general rule, the command post should be close enough to the center of activity to facilitate control and coordination, but sufficiently apart to allow a free exchange of ideas among responders. Using the victim's home as a command post is not recommended.

4. Organize and coordinate search efforts. Systematic searches are common features of missing child investigations. A supervisor should appoint a search operation coordinator who can oversee the search effort while the supervisor remains available to manage the entire investigation.

5. Ensure that all required notifications have been made because dissemination of information is an integral part of the search for a missing child. The supervisor should ensure that all officers, other departments and agencies, and all investigative networks are supplied with accurate details.

6. Establish a liaison with the victim family. Families of a missing child will experience extreme stress. Supervisors should establish liaisons with the victim family that can explain what investigative actions are being employed and what they can do to assist in the search.

7. Confirm that all agency policies and procedures are observed In addition to providing the innovative direction required during a missing child investigation, a supervisor must also ensure that the rules and regulations of a professional law enforcement organization are adhered to. Established policies and procedures, especially those related to missing children, should be regularly reviewed to insure compliance.

8. Manage media relations. Many missing child investigations, especially those involving large-scale search efforts, are likely to draw media attention. Supervisors should manage media presence in a way that complements, rather than conflicts with the investigation.

D. The Investigator: The investigator who is assigned to the report of a missing child will be responsible to:

1. Obtain a briefing from agency personnel at the scene. This briefing should be conducted prior to interviews with family members of the missing child or witnesses who may have been identified during the initial stage of the case. Its objective is to assist the investigator in formulating an effective interview strategy.

2. Verify the accuracy of all descriptive information. The verification process should include all details developed during the preliminary investigation. During the interview process the investigator should be alert to facts or statements that conflict with those gathered by the first responder.

3. Conduct a neighborhood investigation. A thorough canvass of the neighborhood should be conducted without delay. The objective is to identify and interview all persons within the abduction zone who may provide information related to the incident. Investigators should use a standardized set of questions to insure completeness and uniformity of information and facilitate establishment of a database to track leads. Record should also be made of all vehicles parked within the neighborhood and any other conditions that may have future investigative value.

4. Obtain a brief history of recent family dynamics. Information about family dynamics, obtained from family members, neighbors, teachers, classmates, and witnesses can offer valuable insights into what may have happened to the child and where he or she may be found. Records of family contact maintained by law enforcement agencies, social service departments, schools and other organizations should also be obtained and evaluated.

5. Explore the basis for conflicting information. When preliminary investigative steps have been taken, investigators should "compare notes " with the first responder, fellow investigators, and other agency personnel to identify and work through conflicting information. This collaborative evaluation will provide the investigative staff with a solid foundation upon which to structure future case directions.

6. Implement effective case management. An information management system is an essential part of the overall investigative process. Depending on the resources available, information may either be computerized or incorporated in a simple card system. Both methods are used to record, index, cross-reference, and retrieve the facts amassed during an investigation. The method doesn't matter as long as the system works for the investigator in charge of solving the case. NCMEC can provide computer software designed for effective case management.

7. Evaluate the need for additional resources and specialized services. The complexity of many missing child incidents may necessitate the use of resources and services both from within the agency and. from other organizations as well. Investigators should be aware of the input that can be obtained from resources such as the FBJ, NCIC, state missing children clearinghouses, and the National Center for Missing and Exploited Children.

8. Update descriptive information. If it appears that the case will not be resolved promptly, investigators should ensure that the descriptive record, especially that entered into the NCIC Missing Person File, is updated to include dental characteristics, scars, marks and tattoos, fingerprints, along with additional articles of clothing, jewelry, or unique possessions.

9. Monitor media relations. While information gained through effective media relations is often of significant value in a missing child case, investigators should review all notices prior to release to ensure that investigative objectives are not unintentionally compromised.

E. Unidentified Children: An officer assigned to the report of an unidentified person, whether living or deceased, who appears to be a child, will be responsible to:

1. Obtain a complete description. Officers who are assigned to this task should utilize standardized information gathering forms such as the NCIC Unidentified Person File Worksheet.

2. Enter the child's description into the NCIC Unidentified Person File. This file is compared daily with the contents of the NCIC Missing Person File. Entries with common characteristics are flagged and both agencies are informed.

3. Utilize all available resources to aid in identification of the child. The National Center for Missing and Exploited Children, state missing children clearinghouses, and other organizations, such as state medical examiners associations may be of assistance in the identification.

4. Cancel all notifications after identification is confirmed.

E. Recovery and/or Case Closure: An officer who is assigned to the recovery or return of a missing child will be responsible to:

1. Verify that the returned child is, in fact, the reported missing child. All returns should be personally verified by an officer. The benefits of this practice include assessing the child's safety, gaining intelligence about possible predators, and preventing future episodes.

2. Arrange for intervention services. If indicated during the verification process, officers should be alert for indications that additional services may be needed before the child can safely remain with the family. These services may include mental and/or physical health examinations and arrangements for family counseling.

3. Complete the appropriate supplemental reports and cancel alerts (Minnesota Crime Alert, Amber Alert, etc.), remove case from NCIC (as required by Mn. §299C.53 Sub. 2) and other information systems along with removing posters and publications from circulation. ~~all outstanding notifications. Along with cancellation of the NCIC Missing Person File entry~~ and other notifications regarding the case a supplemental report should be completed that describes the child's activities while missing and the circumstances of the recovery/return.

4. Perform constructive post-case critique. Re-assess the procedures used and update the department's policy and procedures as appropriate.

Notes: If appropriate, this section might also include a proviso concerning an agency's limited authority regarding sixteen (16) and seventeen (17) year-old missing children who, when located, may not be detained or required to return home.

This section might also include an entry regarding the recovery of a missing child on behalf of another agency or jurisdiction, including those from other states.

A Community For Generations.

Isanti

MEMO

Request for City Council Action

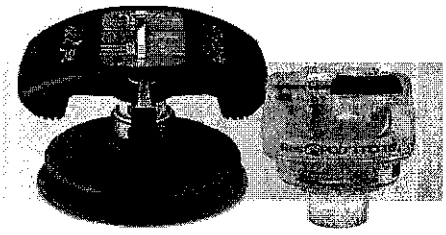
To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill
Date: March 21, 2016
Subject: Allina – Donated Resc-Q-CPR System

Background:

Allina Health applied for and received a grant to purchase RES-Q-CPR System devices that significantly increase the survivability rate of patients in the field who are suffering from cardiac arrest. This claim is supported by evidence-based research and is the only device FDA approved for such claims.

Due to the significant increase in survivability, Allina is donating these devices to 1st Responders within their transportation areas to include all agencies within Isanti County. Allina would like to donate up to 4 of these units, based on availability, which have a MSRP value of approximately $1,300.00 each.



Action:

I am requesting that the City Council review and consider the acceptance of the donation for up to four units based on the availability as established by Allina Health Transportation.

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING STAFF TO ACCEPT A DONATION FROM ALLINA HEALTH OF UP TO FOUR RES-Q-CPR SYSTEM DEVICES

WHEREAS, the Isanti Police Department has been selected by Allina Health to receive up to four RES-Q-CRP System units for its patrol cars; and

WHEREAS, the Police Department would receive free training from Allina Health for the proper use and cleaning of such unit; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize its Police Department to receive up to four of the donated RES-Q-CPR System units

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

L.11.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING AN AMENDMENT TO THE PERSONNEL POLICY, SECTION 13, EMPLOYEE EDUCATION & TRAINING

WHEREAS, the Personnel Committee reviewed and has determined that there is a need to amend Section 13 of the Personnel Policy, Employee Education & Training

WHEREAS, an amendment has been made to further clarify the policy, attached hereto as 'Exhibit A'.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that the attached Personnel Policy Amendment to Section 13, Employee Education & Training is hereby approved.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

SECTION 13.

EMPLOYEE EDUCATION & TRAINING

The City promotes staff development as an essential, ongoing function needed to maintain and improve cost effective quality service to residents. The purposes for staff development are to ensure that employees develop and maintain the knowledge and skills necessary for effective job performance and to provide employees with an opportunity for job enrichment and mobility. The City permits and encourages attendance at various education seminars ~~and~~, conferences, and training sessions as approved and budgeted.

Policy

The City will pay for the costs of an employee's participation in training and attendance at professional conferences, seminars, and training sessions provided that attendance is approved in advance and approved by the Department Head and City Administrator. Department/team trainings must also be approved by the Personnel Committee.

Job-Related Training & Conferences

The subject matter of the training session or conference is directly job-related and relevant to the performance of the employee's work responsibilities. Responsibilities outlined in the job description, annual work program requirements and training goals and objectives that have been developed for the employee will be considered in determining if the request is job-related.

CLE or similar courses taken by an employee in order to maintain licensing or other professional accreditation will not be eligible for payment under this policy unless specified in an employment contract or the subject matter relates directly to the employee's duties, even though the employee may be required to maintain such licensing or accreditation as a condition of employment with the City.

The Department Head and the City Administrator are responsible for determining job-relatedness and approving or disapproving training and conference attendance.

Job-Related Meetings

Attendance at regular ongoing professional meetings that an employee has an involvement in and are directly related to the performance of the employee's work responsibilities do not require the approval of the City Administrator. Advance Department Head approval is required to ensure adequate department coverage.

Request for Participation in Training & Conferences

All in state travel and ~~seminar~~ training/conference attendance by City employees must be in accordance with the City's adopted budget and requires prior approval by the appropriate

Department Head. A form requesting travel shall be completed by the employee and shall be submitted to the Department Head for approval and the request is then submitted to the Personnel Department; or in the case a Department Head is requesting travel approval, the Department Head shall forward the request to the Personnel Department for review; the Personnel Department shall forward all requests to the City Administrator for final approval.

All requests must include an estimate of the total cost (training session, travel, meals, etc.) and a statement of how the education or training is related to the performance of the employee's work responsibilities with the City. All training request forms shall be submitted to the City Administrator at least ten (10) days prior to the departure date.

Registration fees, meals, hotel/motel accommodations, public transportation, and other legitimate expenses are reimbursable as follows:

a. Expenses will be reimbursed for employees only. If spouses or guests attend the training sessions, they shall do so at no expense to the City.
b. All registration fees for the training session will be paid by the City, provided that attendance at said sessions was approved and budgeted.
c. Hotel/motel accommodations are reimbursable for the registrant at the single room rate at a hotel/motel most conveniently located to the training session location. If a double occupancy occurs (i.e. a spouse/guest accompanies the employee) the employee is responsible for the additional cost of the double over single occupancy.
d. Lodging for the night before the commencement of a conference, seminar, or meeting may be requested only if the following criteria are met:
    1. The conference begins that evening or prior to 8:00 a.m. the next day.
    2. The miles traveled to the conference site exceed 75 miles.
e. Lodging for a multiple day conference considered to be within driving distance may be requested if one or more of the following criteria are met:
    1. Scheduled events end at 7 p.m. or later
    2. Following day travel to the event would start before 6 a.m.
    3. Miles traveled to the conference sit exceed 75 miles
f. In the event there are extenuating circumstances where lodging is seen as necessary, but does not fall under the outlined criteria above, those instances will be dealt with on a case by case basis by the Personnel Department.
g. The registrant must provide receipts for all of the above expenditures and attach them to the expense report form provided.

All requests must be approved by the employee's supervisor and the City Administrator. Documentation approving conference or training attendance will be provided to the employee.

Out of State Travel

Attendance at training or conferences out of state is approved only if the training or conference is not available locally. All requests for out of state travel are reviewed for approval/disapproval by the City Administrator.

Compensation for Travel & Training Time

Time spent traveling to and from, as well as time spent attending a training session or conference, will be compensated in accordance with the Federal Fair Labor Standards Act.

Travel and other related training expenses will be reimbursed subject to the employee providing necessary receipts and appropriate documentation.

Travel & Meal Allowance

If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training or meetings within City limits, unless the training or meeting is held as a breakfast, lunch or dinner meeting.

It is the City of Isanti's policy that City vehicles should be used for travel by City employees. However, if circumstances make it impractical to use a City vehicle, and advance approval is given by the Personnel Department prior to attendance, the City of Isanti will reimburse employees for the use of their private vehicles while on official City business at a rate as provided in the current budget. An employee approved to use their personal vehicle shall not be reimbursed for miles that the employee would have driven to and from their place of work; only those miles in excess of their regular miles that would have been driven to and from work shall be reimbursed. Mileage from the employee's home to city offices in the conduct of employment shall not be subject to reimbursement.

City vehicles shall only be used for transportation related to the event being attended.

Private vehicle mileage for use un-related to the event shall not be reimbursed.

Reimbursement will not be provided for any meals which are included as part of registration, tuition, or fees. Receipts for meals must clearly indicate whether the requested reimbursement is for BREAKFAST, LUNCH, or DINNER, and the date of the meal. Reimbursement for meals while on authorized travel shall include only actual expenditures including tax and 15% tip as outlined:

Full Day	$35.00 per day (maximum)
Individual Meals	$10.00 Breakfasts
	$10.00 Lunches
	$15.00 Dinners

Breakfast allowances shall be authorized for Isanti departures prior to 6:00 a.m. and dinner allowances shall be authorized for Isanti arrivals after 7:00 p.m.

Costs for meals which are a scheduled activity of an authorized conference or meeting which are not included in the registration fee shall be fully reimbursed.

Costs for alcoholic beverages shall not be reimbursed

A full reimbursement, over the maximum defined, may be authorized if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations; not to exceed federal guidelines.

Reimbursement Procedures

Expense Report. All requests for reimbursement shall be made on the standard expense report form or claim request form, and shall be submitted to the Department Head for approval; the Department Head shall forward to the City Administrator for final approval.

Receipts shall be attached to the expense report form for those expense items not paid in advance by the City as described:

a. Registration
b. Lodging
c. Meals
d. Other legitimate expenses

Receipts need not be provided for expenses documented on the expense report form for:

a. Public transportation & Parking
b. Other legitimate expenses where a receipt is not available

No advance reimbursement for an approved training session is permitted. Registration and lodging reservation shall be made subject to the employee's travel request form. The Finance Department shall process and provide a check made payable to the organization or lodging entity and either mail in said checks to those entities or provide to the employee to take with them for payment of said registration and/or lodging expenses.

Internal Training

The City of Isanti finds it to be in the best public interest to conduct formal and informal internal training sessions as follows:

a. Holding regular staff meetings at the Department Head level and frequent staff meetings at the employee level.
b. Conduct in-service training seminars on such subjects as safety, etc.
c. Meet and confer with elected and appointed personnel of nearby municipalities or other units of government for the purpose of exchanging ideas which are of mutual benefit.

There shall be no claims approved for personal expenses incurred under this Section.

Team/Department Training

The City of Isanti supports team/department training to enhance the cohesiveness and skills/ abilities of a department or a work team as a whole. Training objectives, costs, location, back-up for any staffing needs, and hours away from work for the training of teams/departments must be reviewed at the Personnel Committee level for approval. Costs for team/ department training must be approved by the City Council.

Memberships and Dues

The purpose of memberships to various professional organizations must be directly related to the betterment of the services of the City. Such memberships shall be approved by the City Council.

Upon separation of employment, individual memberships shall remain with the City and in that case would be the succeeding employee in that position.

L.12.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council**
From: Karissa Henning, Human Resources/ City Clerk
Date: March 17, 2016
Subject: Extend Server Warranty

The City's server warranty expired in February 2016. Attached is a quote to extend the warranty two years to February 2018 for the five year life expectancy of the server.

Through review with the City's IT consultant, it is recommended to purchase the extended server warranty. This warranty would cover the City's costs of replacing the server, or any components needed, if it crashes ahead of its five year lifespan.

The cost for the Dell Extended Server Warranty is $1,398.00

Personnel Committee Review
The Personnel Committee has reviewed this and recommends extending the server warranty.

Council Request
Approve Resolution _____ extending server warranty.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING THE EXTENSION OF THE CITY HALL SERVER WARRANTY TO FEBRUARY 2018

WHEREAS, the City of Isanti's server warranty expired in February of 2016; and,

WHEREAS, the life expectancy of the server is an additional two years; and,

WHEREAS, the Personnel Committee, through a review with the City's IT consultant, recommends the purchase of an extended server warranty which would cover the City's costs of replacing the server, or any components needed, if the server were to crash ahead of its five year lifespan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby approving extending the server warranty to February 2018.

This resolution was duly adopted by the Isanti City Council this 5th day of April 2016.

Attested:

Mayor George Wimmer

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

TR Computer Sales, LLC
Computer Consulting and Sales

An Impact Business Solutions Company

2874 East County Road E • White Bear Lake, MN 55110 • Phone (651) 407-5000 • Fax (651) 762-9418

City of Isanti
110-1st Avenue NW
Isanti **MN** **55040**

Customer Quote

Date 11/6/2015

Quote No.: 15986

Dear Karissa
Thank you for giving TR Computer Sales, LLC the opportunity to help you with your computer needs.

Your Dell PowerEdge T320's 3 year warranty is expiring in February. Below is a quote to extend the warranty 2 yrs to February 2018 for the 5 year life expectancy of the server.

Description:	Qty:	Sale:	Ext:
Dell Extented Server Warranty (2 yrs next business day)	1	$1,398.00	$1,398.00

MN State tax laws require us to charge you tax an all purchases as well as service to install any new hardware or software. This tax will be assessed on all purchases and only the appropriate services provided.

All taxes will be added and included on the invoice.

Our hourly rates are $125 for labor performed Monday through Friday from 8 a.m. to 5 p.m. Labor performed after 5 p.m. or on the weekends will be billed at $182.50 per hour (time and a half).

It is your sole responsibility to comply with software copyright laws. Our liability for damages with respect to the services provided shall in no event exceed the charges previously paid to us for these services. All items returned for exchange or refund must be accompanied by the box and manuals in original condition. Most software can not be returned or exchanged. Warranties for the computer software and hardware products installed as part of this engagement are provided by the manufacturer of those products. We offer no warranties, expressed or implied, regarding the functionality or capabilities of the software or hardware products installed as part of this engagement, except for a one year limited warranty on TR Computer Systems. Our warranty on the TR System covers hardware components and the operating system. Data and software restoration is not covered under this warranty.

If you would like me to proceed with the work outlined above, contact me to give me authorization and to arrange delivery and installation schedules. I look forward to working with you on this project.

Sincerely, **Nate DeMars**
TR Computer Sales Consultant

A Community For Generations.

Isanti

L.13.

MEMO

To: Mayor Wimmer and City Council

From: Karissa Henning, Human Resources/City Clerk

Date: Marcy 23, 2016

Subject: Municipal Engineering and Fundamentals Training for Public Services Director

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Background

Staff finds it would be advantageous to be able to send the Public Services Director for training on Municipal Engineering Fundamentals for Non-Engineers. The two-day training is sponsored by the University of Wisconsin-Madison. Course information is attached. This training was not budgeted and total costs to the City would be $1,420 to include registration fees, lodging and per diem. The Personnel Committee has reviewed the request and recommends approval.

Request

Staff is requesting action on this item

Attachments

Program information and registration form

RESOLUTION NO. 2106-XXX

A RESOLUTION APPROVING FUNDING FOR THE PUBLIC SERVICES DIRECTOR JOSI WOOD TO ATTEND TRAINING ON MUNICIPAL ENGINEERING FUNDAMENTALS

WHEREAS, the City of Isanti has determined that it is in the City's best interest for the Public Services Director to attend Municipal Engineering Fundamentals for Non-Engineers training; and,

WHEREAS, the training will consist of two days of education on topics related to Municipal Engineering; and,

WHEREAS, the training, sponsored by the University of Wisconsin, will be held in Madison, Wisconsin on April 26-27, 2016; and,

WHEREAS, the cost to the City for this training will be $1,420; and,

WHEREAS, the Personnel Committee has reviewed the request and recommends its approval; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the funding for Ms. Wood to attend the Municipal Engineering Fundamentals training, and **BE IT FURTHER RESOLVED** that this Resolution hereby authorizes City staff to move forward with registering for training detailed above in the total amount of $1,420.

Adopted by the Isanti City Council on this 5th day of April 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

TRAVEL REQUEST, TRAVEL ALLOWANCE AUTHORIZATION & PAYMENT SCHEDULE FORM

Procedure for Requesting: Employee submits to Dept. Head for approval; Dept. Head then forwards to Personnel Dept. for Review; Personnel Dept. forwards to City Administrator for final approval; then form is submitted to the front team support.

MUST BE COMPLETED AND APPROVED PRIOR TO TRAVEL

To Be Completed by Front Team Support
- ☐ Registration
- ☐ Mileage/Cab Fair
- ☐ Parking
- ☐ Lodging
- ☐ Meals
- ☐ CC: JoAnn
- ☐ CC: Josi
- ☐ Other: _____

Josephine Wood Date 3/7/16
(Employee Name – Please Print)

Requests permission to be absent from the City during the period indicated below.

Depart (Time) Noon **Date** April 25th

Return (Time) 2:00 **Date** April 27th **Total hours/work days at training** _____

Destination: Madison Court Hotel ~~[illegible]~~ One West Dayton St. Madison, WI

Emergency address & telephone number to reach the person making this request: 612-270-6188

Requested status during this absence will be (check appropriate box):

☒ **Job related conference, schools, etc. State purpose and attach supporting information such as programs, letters, etc.**
Training – Municipal Engineering Fundamentals

☒ **Leave (to be paid). State purpose:**

☐ **Leave (not to be paid). State purpose:**

Person in charge during absence: Matt Sylvester / Don Lorsung

Jen Wood
Signature of person making request

☐ Approved ☐ Disapproved _____ Date
Department Head

☐ Approved ☐ Disapproved _____ Date
City Administrator

Lodging to be direct billed to the City when possible.

Name of Motel/Hotel: Madison Concourse Hotel + Car Club
Street: One West Dayton St
City, State, Zip: Madison WI 53703
Phone No.: 800-356-8293

Group code rate: 492077

Days of Lodging: 3
Cost per Day: $ 125
Total: $ 375

TRAVEL

Required to use City Vehicle when available.

City Vehicle being used: city vehicle

Parking tolls, etc.: _____

Private Vehicle (if City Vehicle is not available)
Estimated No. of Miles: _____ X $0.54/mile = _____

MEALS

1 **Breakfasts @ $10.00 =** 10.00
1 **Lunches @ $10.00 =** 10.00
2 **Dinners @ $15.00 =** 30.00

(Reimbursement for meals shall be the actual cost of meal, or the allowable maximum of the combination of the meals eaten, whichever is the least.)

Fees: **Registration, Banquet, Dues, etc. (List)**

Registration $995

TOTAL ANTICIPATED EXPENSES: $1420.00 **EXPENSE ACCT (Coding):** 1/4 water, Sts, Sewer, Storm

I hereby certify that the above are the anticipated expenses of this travel authorization and that the information shown hereon is estimation. All receipts and bills will be submitted upon completion of the trip to substantiate this request.

Signed: Jim Wood
Employee

Total Authorized Expense $_____

Total Amount of Request $_____

Signature:_____ Date _____
Personnel Department Review

Need to Know More?

Program Director: Stephen Pudloski, PE

pudloski@wisc.edu

Program Associate: Maren Muñoz

Or email **custserv@epd.wisc.edu**

General Information

Fee Covers Course materials, break refreshments, scheduled lunches, rosters, and certificates.

Cancellation If you cannot attend, please notify us at least seven days prior to the course start, and we will refund your fee. Cancellations received after that date and no-shows are subject to a $150 administrative fee. You may enroll a substitute at any time before the course starts.

Location The Madison Concourse Hotel, One West Dayton Street, Madison, Wisconsin.

Accommodations

The Madison Concourse Hotel and Governor's Club ($125/night)
One West Dayton Street
Madison, WI 53703

Group Code: 492077

Room requests after April 4 are subject to availability.

Other fees and restrictions may apply.

Enroll Today!

Internet:
epd.wisc.edu/RA00356

Phone:
800-462-0876 or 608-262-1299 (TDD 265-2370)

Fax:
800-442-4214 or 608-265-3448

Mail to:
The Pyle Center, Attn: Engineering Registration
702 Langdon Street
Madison, Wisconsin 53706

Course Information

To enroll, or for complete course schedule, instructor biographies, cancellation policies, discounts, and other information, visit epd.wisc.edu/RA00356

- ☐ Please enroll me in **Municipal Engineering Fundamentals for Non-Engineers**
  Course #R574 April 26–27, 2016 in Madison, Wisconsin Fee $995
- ☐ I cannot attend at this time. Please notify me about upcoming courses.

Personal Information (Please print clearly.)

Name _____

Title _____

Company _____

Address _____

City/State/Zip _____

Phone (_____) _____

E-mail _____

Billing Information

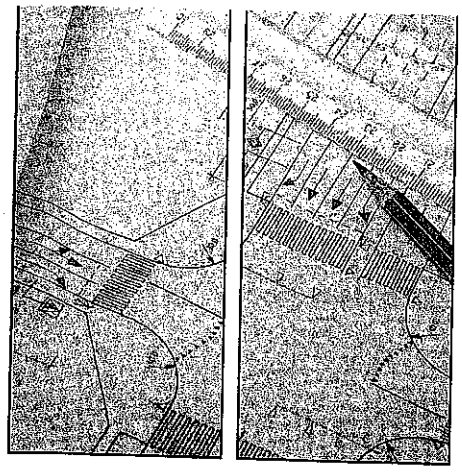
☐ Bill my company ☐ P.O. or check enclosed (Payable in U.S. funds to UW–Madison)

☐ MasterCard ☐ VISA ☐ American Express

Cardholder's Name _____

Card Number _____

Expiration Date _____



Municipal Engineering Fundamentals

for Non-Engineers

April 26–27, 2016 ▪ Madison, Wisconsin

Course Outline

Welcome

Overview of the Municipal Engineering Function

- What is unique about municipal engineering?
- What are the challenges of designing municipal infrastructure systems?
- What tools and standards are used by municipal engineers?

Street Planning, Design, and Maintenance

- Planning and functional classification systems
- Urban vs. rural roadway geometric standards
- Intersections and sidewalks
- Soils, water, and pavement thickness design
- Pavement management systems
- Preventive maintenance and rehabilitation
- Traffic engineering and operation
- Traffic engineering studies

Water Supply Systems How to:

- Project water system demand
- Calculate average demand
- Estimate peak demand
- Accommodate fire flows (hydrants)

Water Supply and Distribution Planning

- Water storage requirements
- Pumping capacity
- Treatment and distribution: groundwater source and surface water
- Metering and water loss
- Valves and hydrants
- Pipes
- Testing

Plan Review How to:

- Reading engineering plans
- Using comprehensive plan elements to evaluate project scope and design alternatives

Sanitary Sewerage Systems

Project system capacity

- Prepare a facility plan, including treatment plant size, collection network, and standards
- Treatment processes: primary, secondary, tertiary
- Sewer collection system: materials, maintenance, design parameters

Storm Water Drainage and Control Systems

- Basic storm drainage concepts: understanding rainfall and runoff, and the "Rational Formula"
- Drainage system design
- Flood control: detention, treatment, regional approaches, inlets and catch basins
- Water quantity and water quality: combined sewer overflow (CSOs), EPA/NPDES

Summary and Q & A

Course Schedule

Registration and course will be held at:
The Madison Concourse Hotel
One West Dayton Street
Madison, Wisconsin

Day 1

7:45 a.m. Registration

8:00 a.m. – 4:30 p.m. Class

Day 2

8:00 a.m. – 4:00 p.m. Class

Refreshment breaks and lunch will be provided each day

Earn Continuing Education Credits

By participating in this course, you will earn 15 Professional Development Hours (PDH) or 1.5 Continuing Education Units (CEU).

Hotel April 25-26-27
125/night

WISCONSIN
UNIVERSITY OF WISCONSIN–MADISON

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: April 5, 2016

Subject: **Consider Resolution Authorizing MOU with PDL Properties, LLC**

Background:

Staff has been working the PDL Properties, LLC to donate 100 Dahlin Ave NE to the City of Isanti for redevelopment. City Staff and PDL Properties, LLC have negotiated a MOU that would allow for the City to access the property and to conduct the Phase 1 and Demolition Survey authorized by Resolution 2016-047 on February 16, 2016. City Attorney Joslin has reviewed the attached MOU and recommends adoption of attached resolution.

City Council Action:

Consider Adoption of Resolution 2016-___ Authorizing MOU with PDL Properties, LLC

Attachments:

1) Resolution 2016-___ Authorizing MOU with PDL Properties, LLC

RESOLUTION 2016-___

Authorizing MOU with PDL Properties, LLC

WHEREAS, the City of Isanti City Council, through Resolution 2016-047 awarded a bid to Carlson McCain to conduct a demolition survey and Phase on environmental on 100 Dahlin Ave NE (the "Property"); and

WHEREAS, PDL Properties, LLC and City of Isanti Staff have negotiated the terms and condition to conduct the environmental and pre-demolition survey and access to Property and they are included in the attached Memorandum of Understanding (the "MOU"); and

WHEREAS, City Attorney Joslin has reviewed the MOU and recommends approval and execution of document.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize the Mayor and City Administrator to sign the attached MOU and to have Carlson McCain proceed with Phase One Environmental and pre-demolition survey.

This Resolution hereby approved by the Isanti City Council this 5th day of April 2016.

Attest: _____
Mayor George A. Wimmer

_____
Karissa A Henning
Human Resources / City Clerk

(SEAL)

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into this _____day of _____, 2016 between PDL Properties, LLC a Minnesota Limited Liability Company, having its principal office at 2100 Wintergreen St NW Oak Grove, MN 55011 ("Owner") and the City of Isanti, Minnesota, a Minnesota municipal corporation having its principal office at 110 1st Avenue NW PO Box 428, Isanti, MN ("City").

WHEREAS, Owner is willing to donate to City certain real property located in the City of Isanti commonly known as 100 Dahlin Avenue NE, legally described as Lot 6, Block 3, Lindbergs Addition, Isanti County, Minnesota, referenced for property tax purposes as PIN 16.047.0120 (the "Property"); and

WHEREAS, City is willing to accept said donation, provided the Property is determined, after inspection and testing by City at City's sole expense, to be free of any environmental concerns that would make the Property unsuitable, in the sole discretion of City, for acceptance of the Property; and

WHEREAS, The Isanti City Council has directed City staff, subject to approval of this MOU by Owner, to contract with an environmental firm of City's choosing to conduct a pre-demolition survey and inspection and a Phase I Environmental assessment to assess the condition of the Property; and

WHEREAS, upon review of the of the pre-demolition survey and inspection report and Phase one Environmental assessment the City will make a determination on whether to proceed with the acquisition of the Property as proposed; and

WHEREAS, As part of the pre-demolition survey and environmental process, samples and testing will need to be obtained and conducted on the Property, such that the as a condition to entering into this MOU, the City requires that the Owner agree to hold harmless the City of Isanti and any environmental firm(s) it contracts with (the "Agent(s)" to perform the pre-demolition survey and inspection and Phase I environmental survey from any reasonable damage to the Property and any improvements thereon for any damage occurring thereto as a consequence of such survey, inspection and testing; NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

By signing is Memorandum of Understanding the Owner agrees to the following terms and conditions relating to activities conducted by the City of Isanti and Agent to conduct a pre-demolition survey and a Phase I Environmental Assessment on the Property:

1) The Owner will, upon reasonable notice not to exceed seven (7) days, grant City and its Agent(s) full access to the Property for the purpose of conducting a pre-demolition survey, inspection and Phase I Environmental Assessment.
2) The pre-demolition survey and Phase I Environmental Assessment will require obtaining samples onsite and the Owner grants permission to the Purchaser and/or Agent to enter

the site and conduct a pre-demolition Survey and a Phase I Environmental Assessment, and to take such samples as may be reasonably necessary to said purposes.

3) The Owner will hold harmless the Purchaser and/or Agent(s) from any damage or claims of reasonable damage to the Property resulting from, or as a consequence of, the pre-demolition survey, inspection and Phase I Environmental assessment, including the taking of samples or other testing conducted on the Property.

4) The Owner agrees to donate the Property, "as-is" and "with all faults" to the City for a nominal monetary consideration of $1.00 if following said inspection, survey and assessment if the City deems the environmental conditions of the property to be satisfactory following review of the results thereof.

5) The City agrees to hold harmless the Owner from any claims for property damage or personal injury resulting from, or as a consequence of, the demolition survey, inspection and Phase I Environmental assessment.

6) All mortgages and liens against property will be released prior to the closing at Owner's sole expense. The Owner and City acknowledge that the title work has not been updated in many years and that there may be encumbrances that will not be released that will go along with the title to the property (i.e. drainage and utility easements, etc. that can only be determined via an updated title search). The City may elect to accept title "as-is" or to decline to accept conveyance of the Property in the event it determines title to be defective, in the City's sole discretion.

7) By proceeding to conduct the environmental survey, inspection and Phase I Environmental Assessment the City is relying on the Owner's commitment to donate the property to the City should the City find the environmental condition of the Property to be satisfactory, and such reliance shall serve as good and valuable consideration for the enforcement of the terms of this MOU.

8) Whether or not the City decides to accept the donation of the property, the City acknowledges that it will solely be responsible for the cost of the environmental survey, inspection, Phase I Environmental Assessment and any other due diligence matters regarding this transaction.

9) The Owner and City agree that this MOU is in full force and effect for a period of 60 days after signature by both the Owner and City. After the 60 day period the MOU is cancelled. The Owner and City may extend, or amend the MOU after the 60 day period if both the City and Owner agree.

Items 1 – 9 above are defined collectively as (the "Terms and Conditions") of this MOU.

The undersigned hereby acknowledge and agree the Terms and Conditions of this MOU.

_____

Patrick Cullen

Chief Manager, PDL Properties LLC (Owner)

Dated _____, 2016

City of Isanti

By:_____

its Mayor

By:_____

Its City Administrator

A Community For Generations.

Isanti

L.15.

MEMO

TO: Mayor Wimmer and City Council

FROM: Don Lorsung, City Administrator

DATE: March 28, 2016

RE: Electrical Contractor Maintenance Services

The City received notice from the current provider of electrical maintenance services (North Branch Electric) that they withdrawing from the contract due to closing their business. They will assist us with projects that are already underway, and will serve the City until a contract with a new provider is in place.

The City Council, at their September 16, 2014 meeting had approved specifications with a 5 year term for a provider. With this current situation, staff would like to re-start the 5 year term with a new provider. The only change in the approved specifications would be to start with a new term of June 1, 2016 to May 31, 2021.

A resolution approving specifications with the new term and authorization to re-quote and the specifications are attached for your consideration.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING SPECIFICATIONS AND AUTHORIZING THE REQUEST FOR QUOTES FOR ELECTRICAL CONTRACTOR MAINTENANCE SERVICES

WHEREAS, the City has received notice from the current provider of electrical maintenance services (North Branch Electric) that they withdrawing from the contract due to closing their business; and,

WHEREAS, North Branch Electric will assist us with projects that are already underway, and will serve the City until a contract with a new provider is in place; and,

WHEREAS, The City Council, at their September 16, 2014 meeting had approved specifications with a 5 year term for a provider; and,

WHEREAS, staff would like to re-start the 5 year term with a new provider with the only change in the approved specifications being to start with a new term of June 1, 2016 to May 31, 2021.

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

1) That the specifications for Electrical Maintenance Services are approved.
2) Authorizes the advertisement for quotes.

This resolution was duly approved by the Isanti City Council this 5th day of April 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/ City Clerk

CITY OF ISANTI

REQUEST FOR QUOTES FOR ELECTRICAL MAINTENANCE SERVICES

The City of Isanti is accepting quotes for maintenance services from electrical contractors on an as needed basis. Specifications regarding these services and a quotation form are available upon request from the City Administrator's Office at Isanti City Hall, 110 1st Avenue NW, PO Box 428, Isanti, MN 55040, (763) 444-5512. Quotes for these services shall be submitted in sealed envelopes addressed to the City Administrator and clearly marked as: Quotation for Contractor Services. Bids will be accepted until 1:00 p.m., Monday, May 9, 2016, and will be opened and read aloud at that time. The City reserves the right to accept or reject any and all quotes.

Don Lorsung
City Administrator

Posted On: April 13. 2016
Published On: April 13, 2016

CITY OF ISANTI
SPECIFICATIONS FOR CONTRACTOR SERVICES

Section 1. Electrical Maintenance Work

The City is accepting proposals to perform electrical maintenance work on an "as-needed basis" for City buildings and facilities. The work may be indoor or outside. This work includes tasks ranging from maintenance of building lighting and electrical systems to small projects in City Parks. Work to be performed under direction of a state licensed Master Electrician. This proposer should list experience, examples of project work, list individual(s) to perform the work, their qualifications and contractor references. A completed Doing Business with the City of Isanti form should be provided with the proposal.

Acceptance of the proposal is for a "first call" basis, and if the contractor is not available or cannot respond in a timely manner, the City reserves the right to contact another vendor. Specialty equipment in city utility and liquor store facilities is not covered under this contract.

Section 2. Contract / Term of Contract

The successful proposer will enter into a contract with the City to provide services. The contact shall be for a five year time period (June 1, 2016 to May 31, 2021).

Section 3. Insurance /Independent Contractor

The Successful Contractor will need to provide to the City a Certificate of Insurance with General and Automobile Liability Insurance in the amount of $1,000,000 and Workers Compensation Insurance in the statutory amounts. The City of Isanti shall be listed on the Certificate as an additional insured.

Independent contractors carrying on a trade or business as sole proprietors must present an Independent Contractor Exemption Certificate (ICEC) when submitting a quote for the above services.

Section 4. Material Costs / Invoice required

For approved materials that need to be ordered for City projects that cost more than $50.00 dollars either individually or in total cost (multiple items), a copy of the vendor invoice that shows the cost to the Contractor for materials needs to be submitted with any request for reimbursement. With the use of materials purchased wholesale, the wholesale cost of the materials needs to be reported and a copy of the vendor receipt provided. In no case shall the contractor's mark-up exceed 10% of the wholesale cost. The City also requires that any rebates be reported and those amounts must be deducted from the cost of materials on the Contractor's bill to the City.

Section 5. References

Please provide contact information for 3 commercial customers that you have performed the above services for. This must be submitted with the proposal.

Section 6. Doing Business with the City

Please complete the attached form and submit with your proposal. The successful contractor must not have any delinquent accounts with the City of Isanti.

Quotation Sheet – Electrical Maintenance Services

Firm Name: _____

Address: _____

_____

_____

Authorized Signature: _____

Date: _____

Quote for Labor:

Cost for Service – Hourly Basis

Regular Rate (8 a.m. to 4:30 a.m.) Monday through Friday $_____

After Hours $_____

Weekends/Holidays $_____

Price Adjustment Over Term of Contract (If any) _____

REFERENCES

Commercial References: Please print or type.

Contact Name

Company Name

Address

Phone Number

Contact Name

Company Name

Address

Phone Number

Contact Name

Company Name

Address

Phone Number

DOING BUSINESS WITH THE CITY OF ISANTI
REQUEST FOR INFORMATION

Business Name

_____

Business Owner Name(s)

_____

Property Address

_____

_____

Please list all properties owned within the City of Isanti.

Property Address	Parcel Identification Number

_____ _____

Signature Title

Please return in the enclosed envelope to City of Isanti, PO Box 428, Isanti, MN 55040.

Thank You.

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING ADMINISTRATIVE DATA CLERK CARLA SCHARBER'S LETTER OF RESIGNATION

WHEREAS, Administrative Data Clerk Carla Scharber has submitted a letter of her intention to resign from her position with the City of Isanti and presented this to Human Resources/City Clerk Karissa Henning on Wednesday, March 23, 2016; and,

WHEREAS, Scharber's final date of work will be Friday, April 8, 2016, however, contingent upon personal commitments, Scharber may be able to extend her employment through April 15, 2016; and,

WHEREAS, Scharber will be available to schedule up to one week following her resignation to come in to train a new employee; and,

WHEREAS, the time period between the letter of resignation and the effective resignation date is in compliance with the personnel policy for the City of Isanti.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Administrative Data Clerk Carla Scharber is hereby accepted effective March 23, 2016. Ms. Scharber's final day of work with the City will be April 8, 2016 unless extended as indicated above.

2. That Human Resources/City Clerk and the City Administrator are hereby directed to fill the position immediately.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

L.17.

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING FINANCE DIRECTOR BRENDA FRECHETTE'S LETTER OF RESIGNATION

WHEREAS, Finance Director Brenda Frechette submit a letter of resignation to the City of Isanti on Wednesday, March 23, 2016; and

WHEREAS, the effective date of this resignation is Wednesday, March 23, 2016, with a final date of work of Friday, April 22, 2016 and,

WHEREAS, the time period between the letter of resignation and the effective resignation date is in compliance with the contract that Ms. Frechette has with the City of Isanti and the personnel policy for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Finance Director Brenda Frechette is hereby accepted effective March 23, 2016. Ms. Frechette's final day of work with the City will be Friday, April 22, 2016.

2. That Ms. Frechette shall be entitled to receive terminal benefits as provided within her contract and/or the Personnel Policy.

3. That Human Resources and the City Administrator are hereby directed to fill the position.

This resolution was duly adopted by the Isanti City Council this 5th day of April 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE SEASONAL PARKS MAINTENANCE POSITIONS TO GREG RAMBOW AND JUSTIN MCDONOUGH

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

WHEREAS, the City Council approved to advertise and accept applications to fill two Seasonal Parks Maintenance positions; and

WHEREAS, the Interviewing Panel selected Mr. Greg Rambow and Mr. Justin McDonough as the most qualified candidates for the position.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Human Resources is directed to offer a Seasonal Parks Maintenance position to Rambow and McDonough contingent upon successful background and references checks.
2. That both Rambow and McDonough will begin work on or after April 6, 2016.
3. That Rambow's and McDonough's seasonal employment will not exceed more than 67 days or 100 working days (for full time students) within a twelve month period and the terms and conditions of employment will adhere to all applicable provisions of the International Union of Operating Engineers, Local 49 contract with the City of Isanti in regards to temporary/seasonal employees
4. Compensation for this position will be $9.50 per hour.
5. That Human Resources is directed to complete all required documentation for completion of these employment offers.
6. That Human Resources is directed to forward an executed copy of this resolution to the employees and place a copy in the employees' personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 5th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk
(SEAL)

L.19.

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: March 22, 2016

Subject: Amendment to Park Naming Policy

The City Council reserves the right to name Parks and to amend current policies.

Attached is a draft amended policy that places that naming option into the Park Naming Policy. The draft policy has been reviewed by the Development and Operations Advisory Committee.

RESOLUTION 2016- _____

A RESOLUTION ADOPTING AMENDMENT TO THE POLICY ON NAMING PARKS

WHEREAS, the City of Isanti had adopted a Policy On Naming Parks to provide a process to name City Parks; and

WHEREAS, the policy did not provide an alternative process for the City Council to name parks; and

WHEREAS, Resolution 2002-030 authorized the Park Naming Policy;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota, hereby approves the amendment for the Policy On Naming Parks, attached as 'Exhibit A'.

This Resolution hereby approved by the Isanti City Council this 5th day of April 2016.

Attest: _____ Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources/City Clerk

Exhibit A

POLICY ON NAMING PARKS

Adopted 4-2-2002
Amended 4-5-2016

Introduction:
The naming of parks and park features is a thoughtful process that requires careful analysis. A park name remains with a property long after any knowledge of its origin has passed. The selection of a name for a park should be purposeful and systematic, resulting in a name for both meaningful and symbolic.

A park name may honor a person of significant stature within the community, recognize an organization or group that has contributed to the development of the facility, or appreciate a significant natural aspect of the park. Park names should be apolitical and honor a community contribution to the park, rather than an affiliation with a political party or action group.

The following procedures are meant as a systematic process to develop meaningful and creative names for the City of Isanti parks and park system. The procedures are intended to simplify the process, ensure consistency in park and facility naming, remove emotional motivations and encourage creativity. The City of Isanti's future park names will exhibit balance, diversity and creativity.

Timing:
The park naming process is lengthy by design. It is intended to minimize the emotional impact of the naming process or a naming request. All involved have time to consider long-term implications of the name.

A working name may be used before development. The working name should be nondescript and should not resemble a possible permanent name. When acquiring land for future parks, the assignment of a permanent park name may be delayed significantly. A temporary identification will be needed until development. A permanent name will be recommended by the Park and Recreation Board for adoption by the City Council.

Renaming Park Facilities:
Parks should be renamed only after careful consideration. Renaming a park should be considered if one or more of the following criteria is met:

1. The park name is the working name assigned prior to development.
2. Primary park users have submitted a name change petition for consideration through this park naming policy.
3. A person or group contributes a significant portion of the cost of acquiring, developing, renovation or adding land.
4. A park can be renamed for a living person or in memory of someone who has significantly contributed to the

community. The honoree should have completed at least ten years of services. A waiting period is required of six months from the conclusion of service or death.

Memorials:
As a tribute to a deceased resident, a person or group may donate a memorial such as a tree or planting with a plaque; or a bench, picnic shelter, or other park structure. The donor must pay the cost of the memorial, plus installation and future park maintenance required. Planting and location plans must be submitted in advance for approval by the City Administrator / Appropriate Staff. Plaque size must be no larger than 15 inches by 15 inches. City Staff will supervise the installation of memorials.

Procedures for Naming Parks:

The following procedures ~~should~~ may be followed in naming of parks. The City Council reserves the right to select a name for a City Park:

1. Staff will prepare a list of potential names and rationale based on input from appropriate sources, including a public notice in the City's official newspaper asking for citizen input; or a contest. The list will be filtered based on the criteria in this policy.
2. The Parks and Recreation Board will review the potential names. The commission will discuss each name and its merits. Names may be added or eliminated for the list at this time. No decision will be made at this point.
3. Staff should provide information requested by the commission at their next meeting. At this meeting, the commission will limit the list to three names.
4. At their next meeting, the Parks and Recreation Board shall debate the remaining names and select a name to be recommended to the City Council.
5. The proposed park name will then be submitted to the City Council for their approval at their next regular City Council meeting. If not approved, the City Council will return the issue to the Parks and Recreation Board with direction.

Park Naming Criteria:
The following criteria should be used to generate a list of potential names for consideration:

1. The name of the development.
2. The name of the neighborhood.
3. A name associated with a former school in the City.
4. Local points of interest or focal point near the park.
5. A stream, creek or body of water near the park..
6. A hill, valley, or topographic feature associated with the park.
7. An event or historical occurrence associated with the park.
8. A creative name based on an impression of the site.

9. A name based on vegetation or ecology of the area.
10. A dominant feature of the site.
11. A person or group who dedicates the majority of the land or cost for the park.

RESOLUTION NO. 2016-_____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ISANTI ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Isanti on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

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

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

To assist the Authorized Representative with the administration of the agreement, Administrative Assistant to the Chief, Penelope Anderson is appointed as the Authorized Representative's designee.

3. That the City Attorney, Clark A. Joslin of Joslin & Moore Law Offices, P.A., or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Legal Assistants Dana Millsap and Betty Stickels, or their successors, are appointed as the Authorized Representative's designees.

4. That George Wimmer, the Mayor for the City of Isanti, and Karissa Henning, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 5th day of April, 2016.

CITY OF ISANTI

_____
By: George Wimmer
Its Mayor

ATTEST: _____
By: Karissa Henning
It's City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Isanti on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 107117, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **"Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. **GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. **APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF**. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Isanti on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 ***Effective date*:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 ***Expiration date*:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://app.dps.mn.gov/cjdn.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent annually for the amount of One Hundred Eighty Dollars ($180.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Gene Hill, 401 1st Avenue NW, PO Box 428, Isanti, MN 55040, (763) 444-4761, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 ***Assignment.*** Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 ***Amendments.*** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 ***Waiver.*** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 ***Contract Complete.*** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 ***Termination.*** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 ***Termination for Insufficient Funding.*** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Management Letter

City of Isanti

Isanti, Minnesota

For the Year Ended
December 31, 2015

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

People + Process®
Going Beyond the Numbers

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

April 11, 2016

Management, Honorable Mayor and City Council
City of Isanti, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City) for the year ended December 31, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 12, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility Under Auditing Standards Generally Accepted in the United States of America and *Government Auditing Standards*

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we considered the internal control over financial reporting (internal control) of the City. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the City's internal control to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified However, as described in the accompanying Schedule of Findings and Responses, we identified certain deficiencies in internal control that we consider to be a material weakness and a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described on the following pages as item 2015-002 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described on the following pages as item 2015-001 to be a significant deficiency.

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.835.9090 | Fax 952.835.3261

2015-001 Preparation of financial statements

Condition: We were requested to draft the audited financial statements and related footnote disclosures as part of our regular audit services. Ultimately, it is management's responsibility to provide for the preparation of your statements and footnotes, and the responsibility of the auditor to determine the fairness of presentation of those statements. It is our responsibility to inform you that this deficiency could result in a material misstatement to the financial statements that could have been prevented or detected by your management. Essentially, the auditors cannot be part of your internal control process.

Criteria: Internal controls should be in place to provide reasonable assurance over the reliability of financial records and reporting.

Cause: From a practical standpoint, we both prepare your statements and determine the fairness of that presentation at the same time in connection with our audit. This is not unusual for us to do with organizations of your size.

Effect: The effectiveness of the internal control system relies on enforcement by management. The effect of deficiencies in internal controls can result in undetected errors in financial reporting. We have instructed management to review a draft of the auditor prepared financials in detail for accuracy; we have answered any questions that management might have, and have encouraged research of any accounting guidance in connection with the adequacy and appropriateness of classification of disclosures in your statements. We are satisfied that the appropriate steps have been taken to provide you with the completed financial statements.

Recommendation: Under these circumstances, the most effective controls lie in management's knowledge of the City's financial operations. It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost and other considerations. Regarding the specific situations listed above, we would offer the following specific recommendations: 1) Utilize a disclosure checklist to ensure all required disclosures are present and agree to work papers, and 2) Agree your accounting information from your accounting software to the amounts reported in the financial statements.

Management response:

For now, the City accepts the degree of risk associated with this condition and thoroughly reviews a draft of the financial statements.

2015-002 Material audit adjustments

Condition: During our audit, several material audit adjustments were necessary related to capital asset additions, allocated project costs, and sold properties.

Criteria: The financial statements are the responsibility of the City’s management; therefor, the City must be able to prevent or detect a material misstatement in the financial statements including footnote disclosures.

Cause: The year-end trial balance and supporting work papers did not reflect all necessary accounting entries.

Effect: This indicates that a misstatement has occurred and was not detected by the City’s system of internal control.

Recommendation: We recommend that management review the final audit work paper and related journal entries, obtain an understanding of why the entries were necessary and modify current procedures to ensure that future corrections are not needed.

Management response:

Management has reviewed the final audit work paper and related journal entries and understands the adjustments made in the audit.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* or statutes set forth by the State of Minnesota.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 7 to the financial statements, the City changed accounting policies related to accounting and financial reporting for pensions by adopting GASB Statements No. 68 and 71 in 2015. Accordingly, the cumulative effect of the accounting as of the beginning of the year is disclosed in Note 7. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were depreciation on capital assets, allocation of payroll and compensated absences, liability for other post-employment benefit, and the liability of the City's pensions.

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.

- Allocations of gross wages and payroll benefits are approved by City Council within the City's budget and are derived from each employee's estimated time to be spent servicing the respective functions of the City. These allocations are also used in allocating accrued compensated absences payable.

- The City's liability for other post-employment benefits was estimated to be zero primarily based on the assumption that employees, whom participate in the health insurance plan, will retire after the age of 65 and not continue to participate in the plan following retirement.

- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases and form of annuity payment upon retirement.

    - The allocation of the pension liability related to Minnesota Public Employee Retirement Association (PERA) is based on the City's proportionate share of employer contributions to the PERA cost-sharing multiple employer Coordinated and Police and Fire pension plans.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

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Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. We proposed the following journal entries that we consider to be audit entries, or corrections of management decisions:

- Capital assets were adjusted as described in finding 2015-002.
- Retainage payable was adjusted to reduce prior year amounts paid as well as record an additional amount for the current year.
- Lease revenue was reclassified between funds and adjusted to unearned revenue for the portion related to 2016 obligations.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 11, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the Schedules of Employer's Share of the Net Pension Liability and the Schedules of Employer's Contributions), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (combining and individual fund financial statements and schedules), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

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Financial Position and Results of Operations

Our principal observations and recommendations are summarized on the following pages. These recommendations resulted from our observations made in connection with our audit of the City's financial statements for the year ended December 31, 2015.

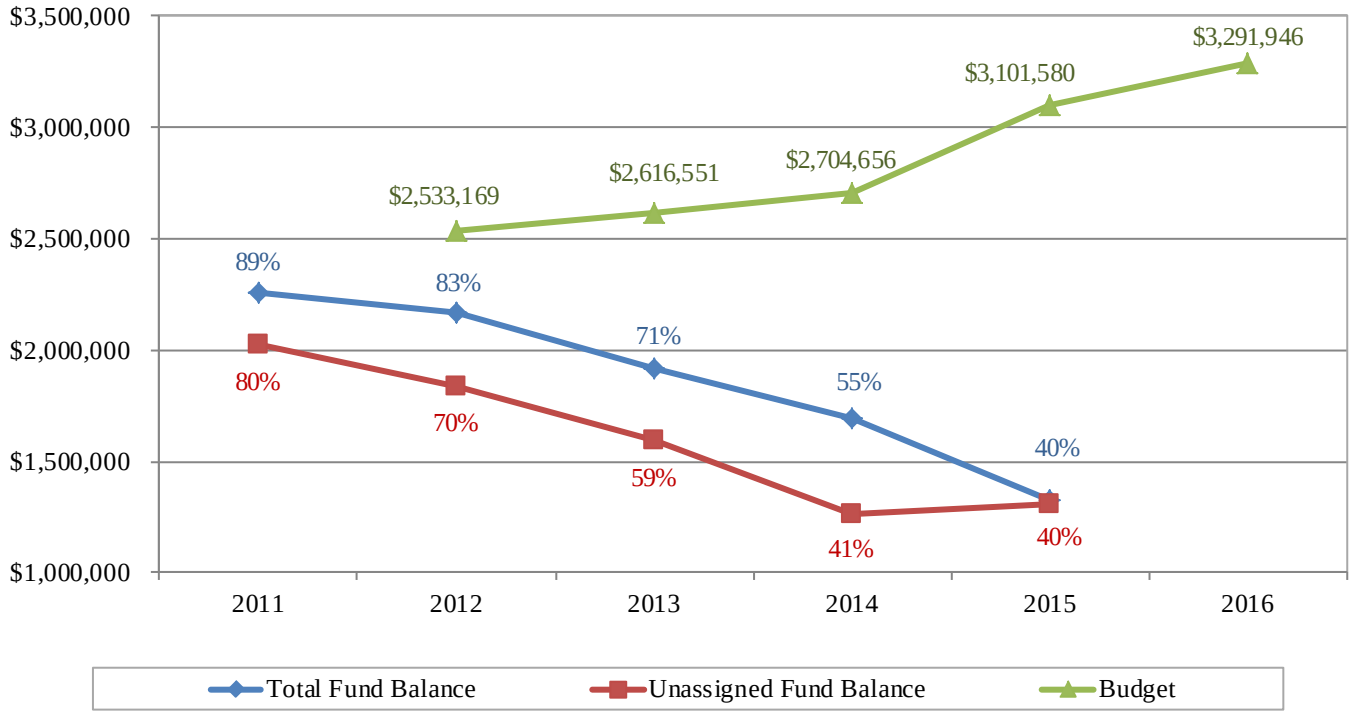
General Fund

The General fund is used to account for resources traditionally associated with government, which are not required legally or by sound principal management to be accounted for in another fund. The fund balance decreased $364,873 from 2014. We recommend the fund balance be maintained at a level sufficient to fund operations until the major revenue sources are received in June. The City's fund balance policy for the General fund identifies a minimum unassigned fund balance of 50 percent of the following year's budgeted expenditures and transfers out. The City's ending unassigned fund balance is below this target level from the policy.

The purposes and benefits of a fund balance are as follows:

- Expenditures are incurred somewhat evenly throughout the year. However, property tax and state aid revenues are not received until the second half of the year. An adequate fund balance will provide the cash flow required to finance the General fund expenditures.
- The City is vulnerable to legislative actions at the state and federal level. The State continually adjusts the local government aid formulas. An adequate fund balance will provide a temporary buffer against aid adjustments.
- Expenditures not anticipated at the time the annual budget was adopted may need immediate City Council action. These would include capital outlay, replacement, lawsuits and other items. An adequate fund balance will provide the financing needed for such expenditures.
- A strong fund balance will assist the City in maintaining, improving or obtaining its bond rating. The result will be better interest rates in future bond sales.

Fund Balance as a Percent of Next Year's Budgeted Expenditures and Transfers Out



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The 2015 General fund operations are summarized as follows:

	Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues	$ 1,777,211	$ 2,504,581	$ 727,370
Expenditures	2,959,559	2,832,942	126,617
Deficiency of revenues under expenditures	(1,182,348)	(328,361)	853,987
Other financing sources (uses)			
Sale of capital asset	-	47,156	47,156
Transfers in	316,150	316,150	-
Transfers out	(142,021)	(399,818)	(257,797)
Total other financing sources (uses)	174,129	(36,512)	(210,641)
Net change in fund balances	(1,008,219)	(364,873)	643,346
Fund balances, January 1	1,692,234	1,692,234	-
Fund balances, December 31	$ 684,015	$ 1,327,361	$ 643,346

Some of the line items with significant variances are highlighted below:

- The largest revenue variance is within intergovernmental revenues, which was $560,901 more than budgeted. This is primarily due to $571,231 received for Local Government Aid (LGA), all of which was unbudgeted. Due to the State budget fluctuations and constant discussion at the State level of reducing and/or eliminating LGA, the City Council wanted to take the position that they would not receive any LGA in 2015, and if any LGA was received in 2015, that it would be used in the 2016 budget. The intent was to allow City Council additional time to react to any reduction received. City Council is aware that this could potentially increase the percentage of expenditures in fund balance at year end. The City did not budget for LGA again in 2016, but will utilize the funds received for 2015.

- Revenues from nonbusiness licenses and permits were $90,209 more than budgeted due to more activity than anticipated.

- Revenues from property taxes were $58,959 more than anticipated. This was largely due to excess TIF received as a result of the partial decertification of TIF district 10.

- In total, expenditures were $126,617 less than anticipated. Significant budget variances were as follows:

    - Current expenditures within each function were less than budgeted: general government $20,479, public safety $59,803, public works $30,296, culture and recreation $57,770, and economic development $423.

        - Note: this was partially offset with capital outlay of $40,602 more than budgeted.

- An additional $257,797 was transferred to capital project funds for current and future projects above what was budgeted.

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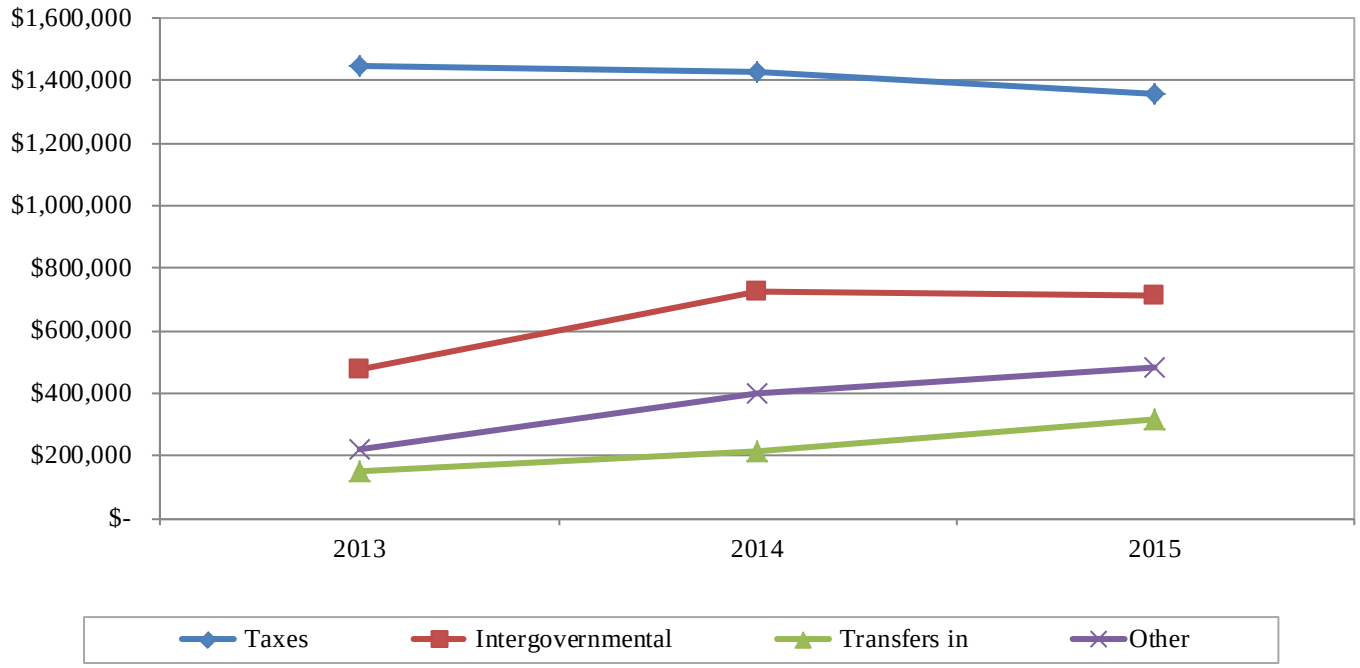
A comparison between General fund 2013, 2014, and 2015 revenues and other sources is presented below:

Source	2013	2014	2015	Percent of Total	Per Capita
Taxes	$ 1,449,759	$ 1,425,810	$ 1,357,265	47.3 %	$ 251
Licenses and permits	92,707	215,544	190,909	6.7	35
Intergovernmental	478,108	725,791	712,120	24.8	132
Charges for services	86,831	80,209	159,409	5.6	29
Fines and forfeitures	27,629	33,771	37,310	1.3	7
Investment earnings	(13,767)	38,436	16,767	0.6	3
Miscellaneous	27,476	30,346	30,801	1.1	6
Transfers in	150,000	216,150	316,150	11.0	58
Sale of capital assets	-	-	47,156	1.6	9
Total revenues and other sources	$ 2,298,743	$ 2,766,057	$ 2,867,887	100.0 %	$ 530

A graphical presentation of 2013, 2014, and 2015 revenues and other sources follows:



Some of the line items with significant changes are highlighted below:

- Although $63,245 was collected for the City's portion of partially decertified TIF 10 distribution to the County, the overall property tax revenue decreased as a result of the decrease in the amount levied compared to 2014.
- The transfer from the Liquor Store increased from $200,000 in 2014 to $300,000 in 2015.
- Other revenues include the increase in charges for services, which includes roughly $32,000 for the lease of the fire station and $30,000 for the lease of the BMX building, neither of which were revenues in 2014. Also, other revenues includes $47,156 allocated to the General fund from the sale of property.

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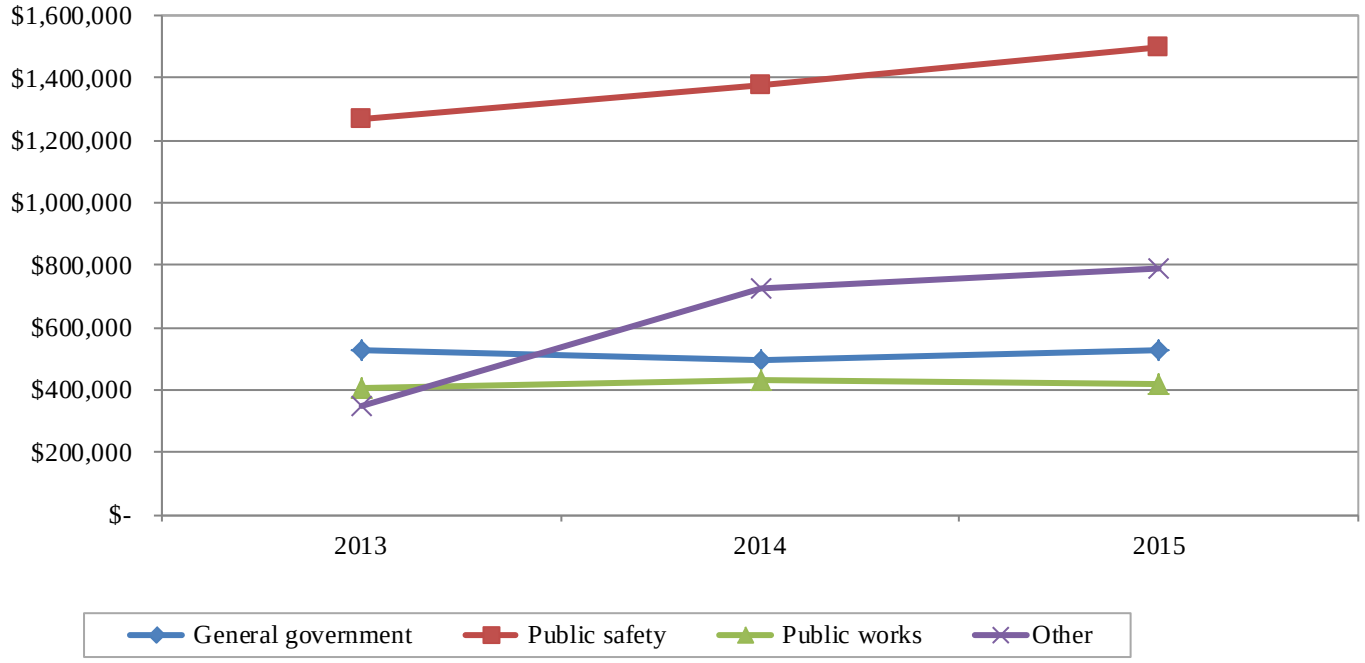
A comparison between General fund expenditures and transfers out for 2013, 2014, and 2015 is presented below:

Program	2013	2014	2015	Percent of Total	Per Capita	Peer Group Per Capita
General government	$ 525,098	$ 494,663	$ 529,679	16.4 %	$ 98	$ 130
Public safety	1,267,859	1,379,885	1,495,583	46.3	276	231
Public works	405,159	432,964	417,763	12.9	77	120
Culture and recreation	175,626	281,616	259,295	8.0	48	58
Economic development	120,451	10,238	11,353	0.4	2	4
Capital outlay	1,484	266,474	117,717	3.6	22	32
Debt service	2,106	22,792	1,552	-	-	-
Transfers out	49,255	147,395	399,818	12.4	74	-
Total expenditures and transfers	$ 2,547,038	$ 3,036,027	$ 3,232,760	100.0 %	$ 597	$ 575

The above chart compares the amount the City spends per capita in comparison to a peer group. The peer group average is compiled from 2014 information from the 4th Class Cities (populations 2,500 to 10,000) that we have requested from the Office of the State Auditor.

The expenditures and transfers out summarized above are presented graphically as follows:



Some of the line items with significant changes are highlighted below:

- Although less than budgeted for 2015, public safety expenses have increased $15,698 from 2014. The police department made up the largest portion ($91,631) of the increase from 2014.

- Within other expenditures, the overall increase from 2014 to 2015 is a combination of the decrease in capital outlay offset by the increase in transfers out.

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Special Revenue Funds

Special revenue funds receive revenue from specific sources and expenditures are for specific purposes. A summary of the special revenue fund balances is shown below:

Fund	Fund Balances December 31, 2014	2015	Increase (Decrease)
Nonmajor			
Redbirds Maintenance	$ 5,358	$ 81	$ (5,277)
Economic Development Authority	21,320	(251)	(21,571)
Park	22,341	18,383	(3,958)
Revolving Loan	234,825	619,963	385,138
Forfeiture	4,817	7,679	2,862
Youth Rec Education Safety	932	2,600	1,668
TIF 9	130,977	91,279	(39,698)
TIF 10	215,110	40,715	(174,395)
TIF 11	613	620	7
City Technology Improvement	(3,469)	4,562	8,031
Total	$ 632,824	$ 785,631	$ 152,807

The increase in the Revolving Loan fund is a result of a $400,000 MIF loan granted and reported as loans receivable.

The decrease in the TIF 10 is a result of paying $160,000 to the County related to the partial decertification of the District.

Capital Projects Funds

The fund balances of all capital projects funds are summarized below:

Capital Projects Fund	Fund Balances December 31, 2014	2015	Increase (Decrease)
Nonmajor			
Signal Light Improvement	$ 285,950	$ 289,464	$ 3,514
Fairway Blvd/County 5 Signal	152,264	188,197	35,933
Railroad Avenue Improvements	30,989	33,250	2,261
2013 Railroad Avenue and Walk Improvements	(766,009)	(561,065)	204,944
BMX & Bluebird Improvements	323,344	(146,872)	(470,216)
Public Works 2014 Site Improvements	208,025	(5,711)	(213,736)
Municipal Expansion	(49,252)	-	49,252
Pavement Management Improvements	-	30,489	30,489
City Parking Improvements	-	(50,410)	(50,410)
Capital Replacement	602,728	458,456	(144,272)
Total	$ 788,039	$ 235,798	$ (552,241)

The City should monitor funds with deficits to ensure that future revenues will be sufficient to cover all expenditures incurred.

The City budgeted $49,252 in 2015 to eliminate the deficit in the Municipal Expansion fund.

City staff have identified that the deficit in the 2013 Railroad Avenue and Walk Improvements fund will be covered by future Municipal State Construction Aid. Currently, the fund has $561,108 recorded as a deferred inflow. This will be recognized as revenue when the timing requirements are met.

Both the BMX & Bluebird Improvements and Public Works 2014 Site improvements projects were completed in 2015. The City Parking Improvements project is nearly complete. Transfers should be recorded in the future to eliminate these deficits.

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Debt Service Funds

Debt Service funds are a type of governmental fund to account for the accumulation of resources for the payment of interest and principal on debt (other than enterprise fund debt). Debt Service funds may have one or a combination of the following revenue sources pledged to retire debt as follows:

- Property taxes - Primarily for general City benefit projects such as parks and municipal buildings. Property taxes may also be used to fund special assessment bonds which are not fully assessed.

- Tax increments - Pledged exclusively for tax increment/economic development districts.

- Capitalized interest portion of bond proceeds - After the sale of bonds, the project may not produce revenue (tax increments or special assessments) for a period of one to two years. Bonds are issued with this timing difference considered in the form of capitalized interest.

- Special assessments - Charges to benefited properties for various improvements.

In addition to the above pledged assets, other funding sources may be received by Debt Service funds as follows: residual project proceeds from the related capital projects fund, investment earnings, state or federal grants, and transfers from other funds.

The following is a summary of the cash, total assets and bonds outstanding at year end for the governmental debt service funds:

Debt Service Fund	Cash Balance	Total Assets	Bonds Outstanding	Maturity Date
2006A Improvement Bonds	$ 122,060	$ 313,565	$ 285,000	01/01/17
2008A Improvement Bonds	207,131	603,628	400,000	12/01/18
2009A Crossover Refunding Bonds	109,344	468,432	165,000	12/01/17
2010B G.O. Improvement Refunding Bonds	639,435	953,152	1,335,000	12/01/21
2011A G.O. Improvement Bonds	199,432	348,496	575,000	02/01/22
2014A G.O.Tax Abatement Bonds	165,832	172,768	2,560,000	02/01/30
2014B G.O.Improvement Bonds	44,395	45,967	390,000	02/01/24
Total	$ 1,487,629	$ 2,906,008	$ 5,710,000	

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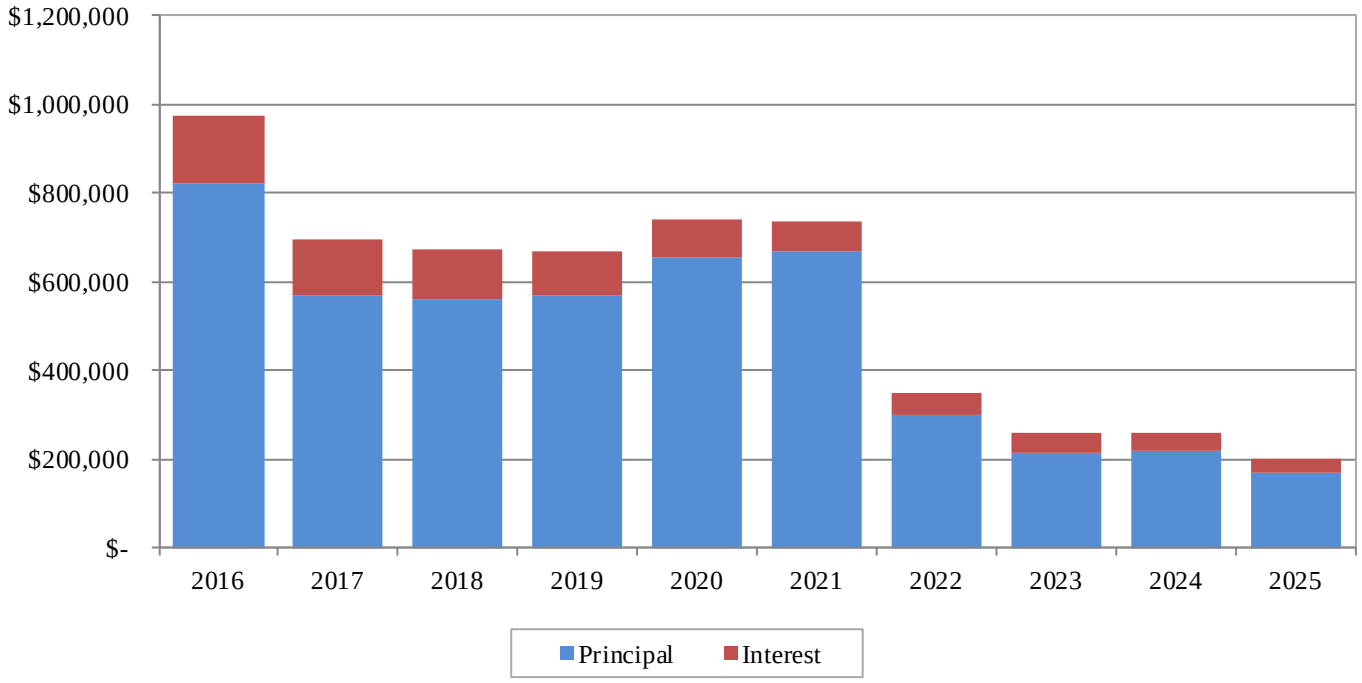
Debt Service Scheduled Principal and Interest for the next 10 years



A summary of non-enterprise fund bonds outstanding relative to market value and population follows:

Fiscal Year	Population (1)	Taxable Market Value (2)	Bonds Payable in Debt Service Funds (3)	Less Amount Available (4)	Net Debt	Ratio of Net Debt to Market Value	Net Debt per Capita
2015	5,409	$269,093,600	$ 5,710,000	$ 1,507,296	$ 4,202,704	1.6 %	$ 777
2014	5,385	258,315,600	6,330,000	1,441,936	4,888,064	1.9	908
2013	5,369	271,579,700	4,005,000	1,401,796	2,603,204	1.0	485
2012	5,286	277,719,500	4,640,000	1,307,821	3,332,179	1.2	630
2011	5,320	316,456,600	5,195,000	1,320,660	3,874,340	1.2	728

(1) Provided by City
(2) Provided by County
(3) Bonds reported in Debt Service funds
(4) Available fund balance in the Debt Service funds

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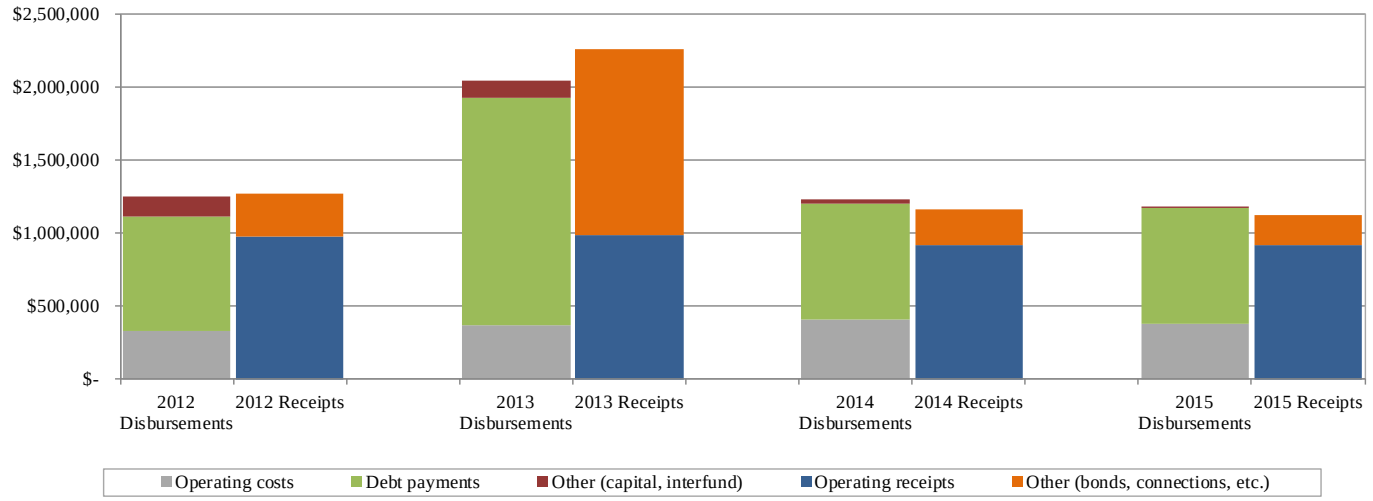
Enterprise Funds

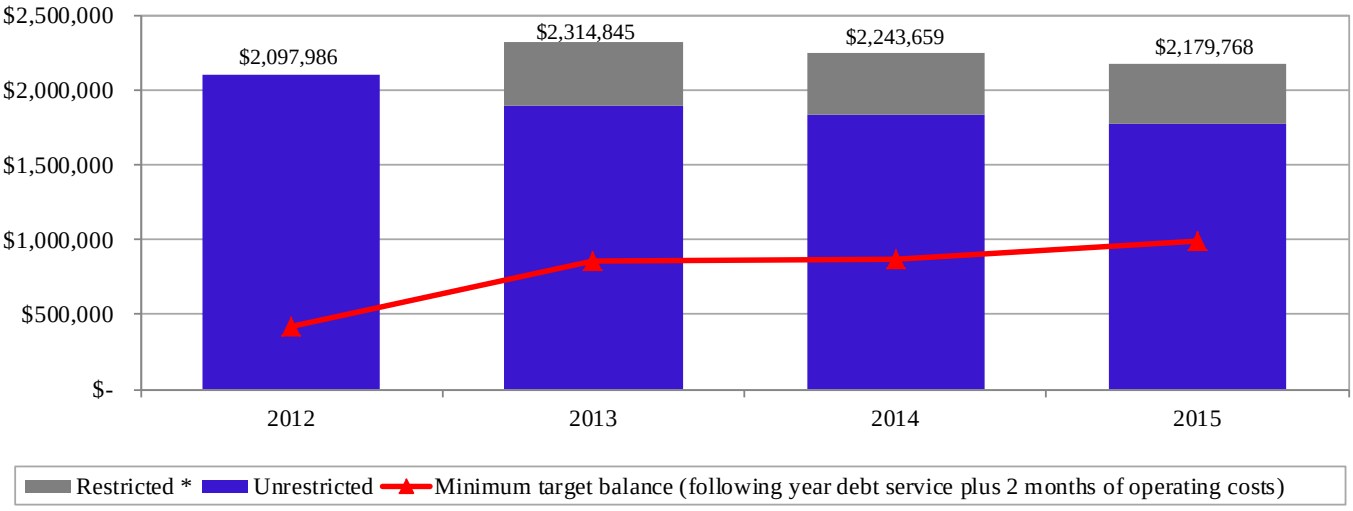
Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises- where the intent is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

The results of the operations in terms of cash flow and the breakdown of the cash balances for the past four years are as follows:

Water Utility Fund Cash Flow



Water Utility Fund Cash Balance



* Restricted cash is being held in escrow for future debt payments. For reporting, this is included as cash until called.

	2012	2013	2014	2015
Bonds payable	$ 7,260,681	$ 7,132,806	$ 6,535,056	$ 5,922,056

Some of the items with significant changes in the above charts are highlighted below:

- Operating receipts (blue) have not been sufficient alone to cover operating costs (grey) and debt payments (green) in any of the four years presented. This signifies the need for cash from connections ($150,385 in 2015, included in orange) and to utilize cash reserves to cover costs.

We recommend that the rates be reviewed annually to ensure that they are sufficient to cover operating costs, annual scheduled debt payments, and planned project costs.

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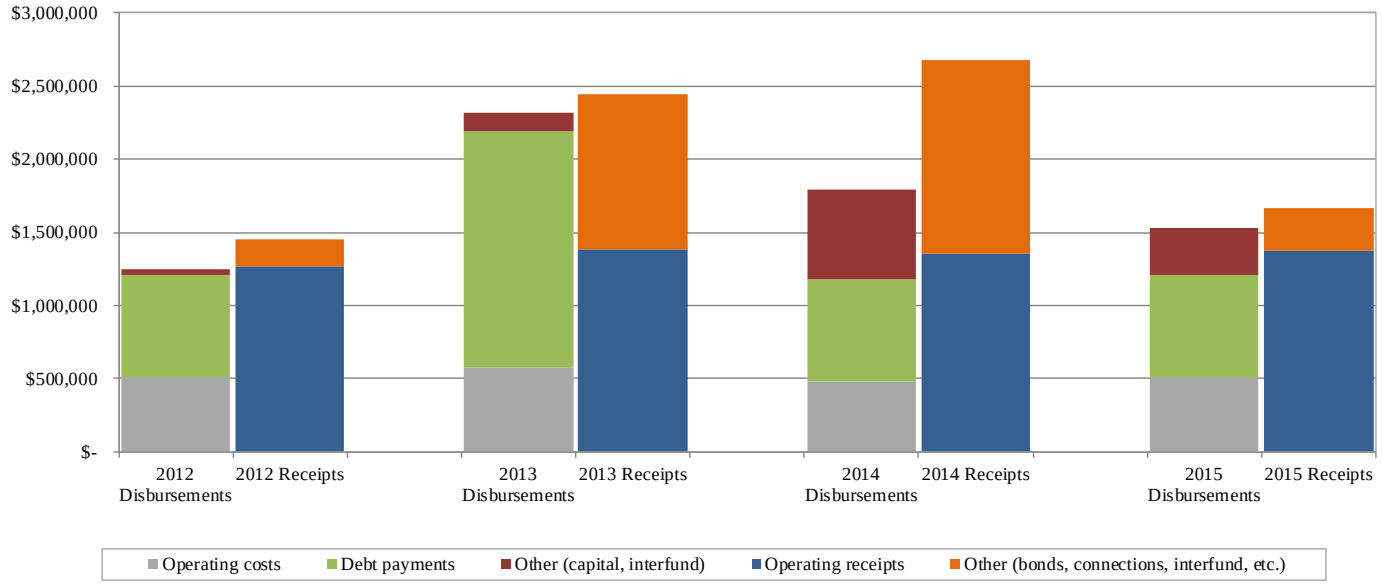
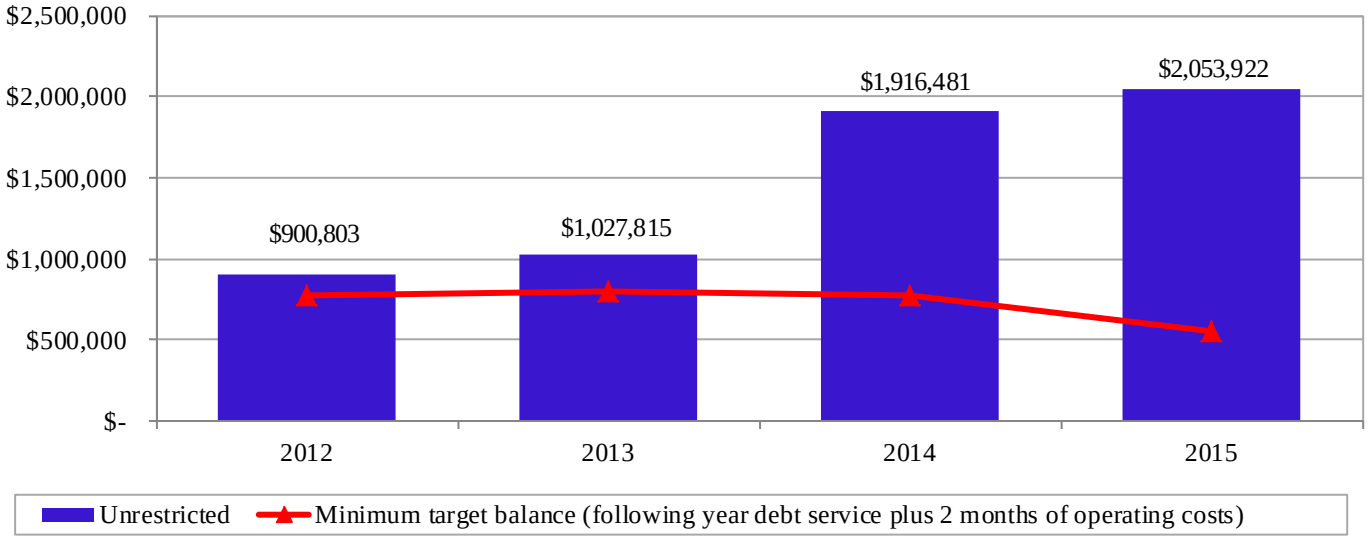
Sewer Utility Fund Cash Flow



Sewer Utility Fund Cash Balance



	2012	2013	2014	2015
Bonds payable	$ 4,757,659	$ 3,213,947	$ 3,431,159	$ 2,609,199

Some of the items with significant changes in the above charts are highlighted below:

- In 2014, $1,030,000 of revenue bonds were issued (included in orange). The bond proceeds have been used to pay for the Lift Station and Public Works improvement projects. Additionally, 2015 Waste Water Treatment Improvement project costs have been applied against these bond proceeds and approximately $172,000 is identified as unspent bond proceeds at year-end.
- For each of the years reported, operating receipts (blue) were sufficient to cover operating costs (grey) and debt payments (green) after factoring out refunded principal paid from bond proceeds in 2013.
- In 2015, receipts from connection fees were $176,479. For the four years presented, receipts from connection fees total $419,314.

As noted with the Water fund, we recommend that the rates be reviewed annually to ensure that they are sufficient to cover operating costs, annual scheduled debt payments, and planned project costs.

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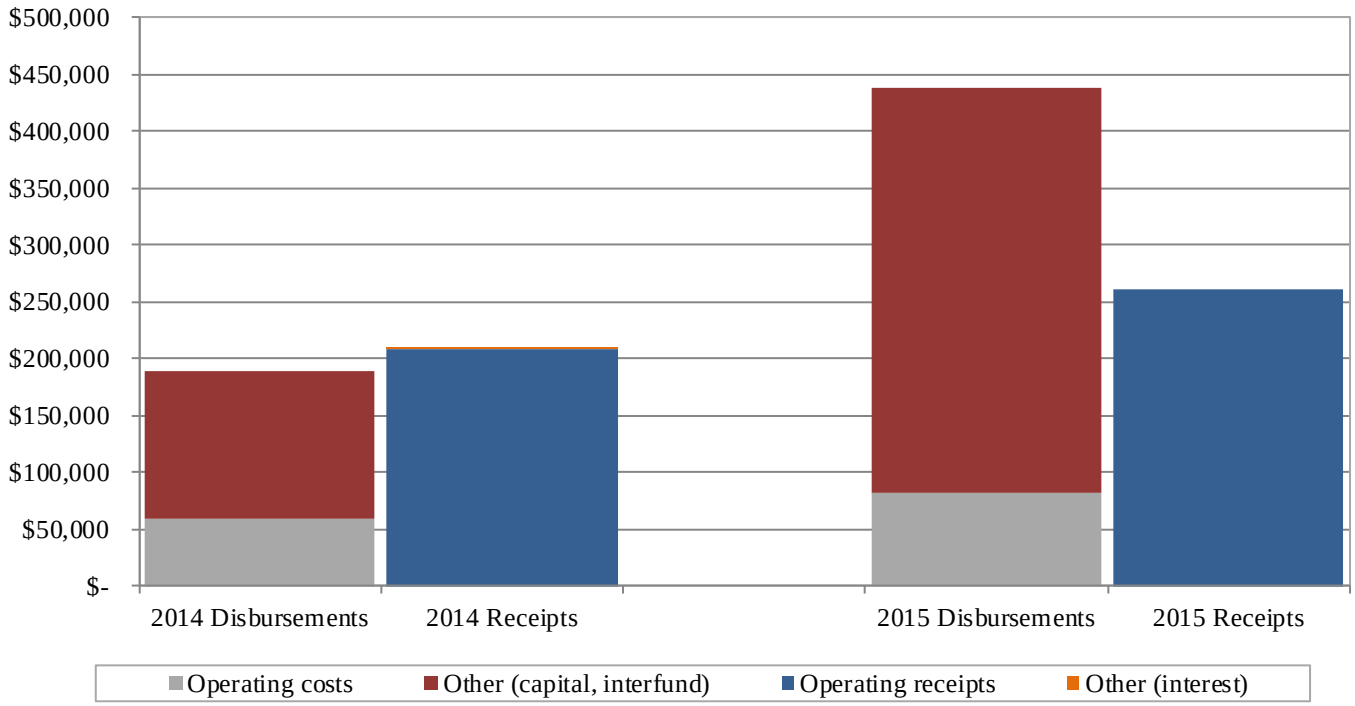
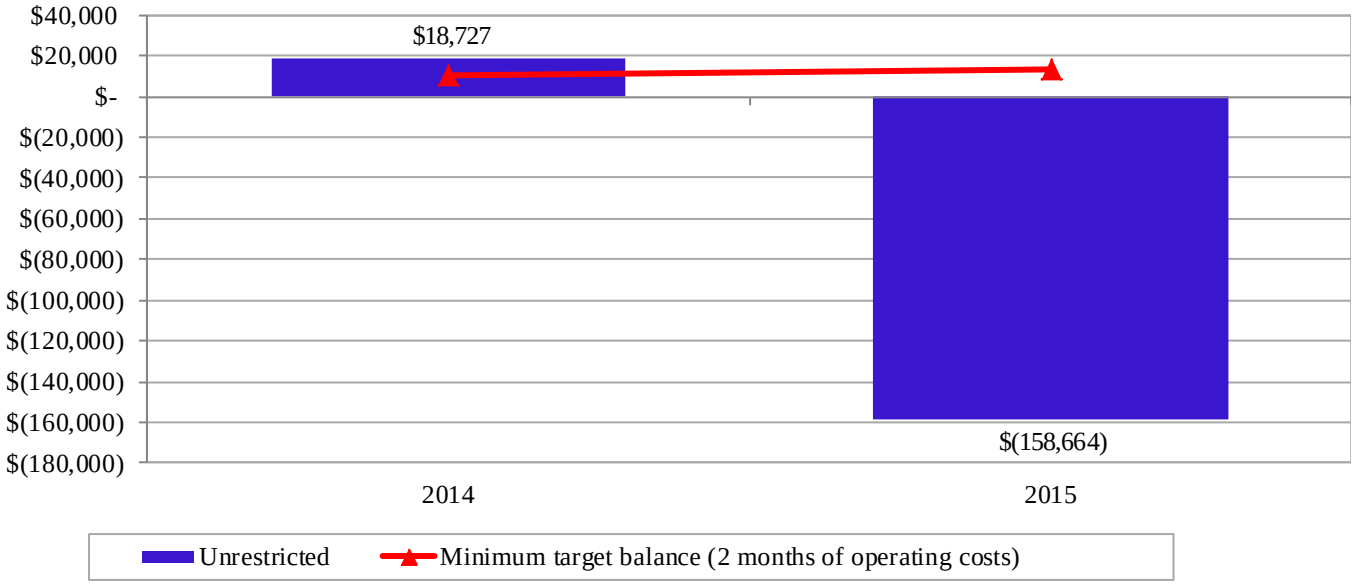
Storm Water Utility Fund Cash Flow



Storm Water Utility Fund Cash Balance



2014 was the first year of operations for the storm water fund. For both years presented, operating receipts (blue) were sufficient to cover operating costs (grey); however, there is negative cash of $158,664 at year-end as a result of 2015 capital (maroon). Future receipts in 2016 are anticipated to be sufficient to replenish this deficit.

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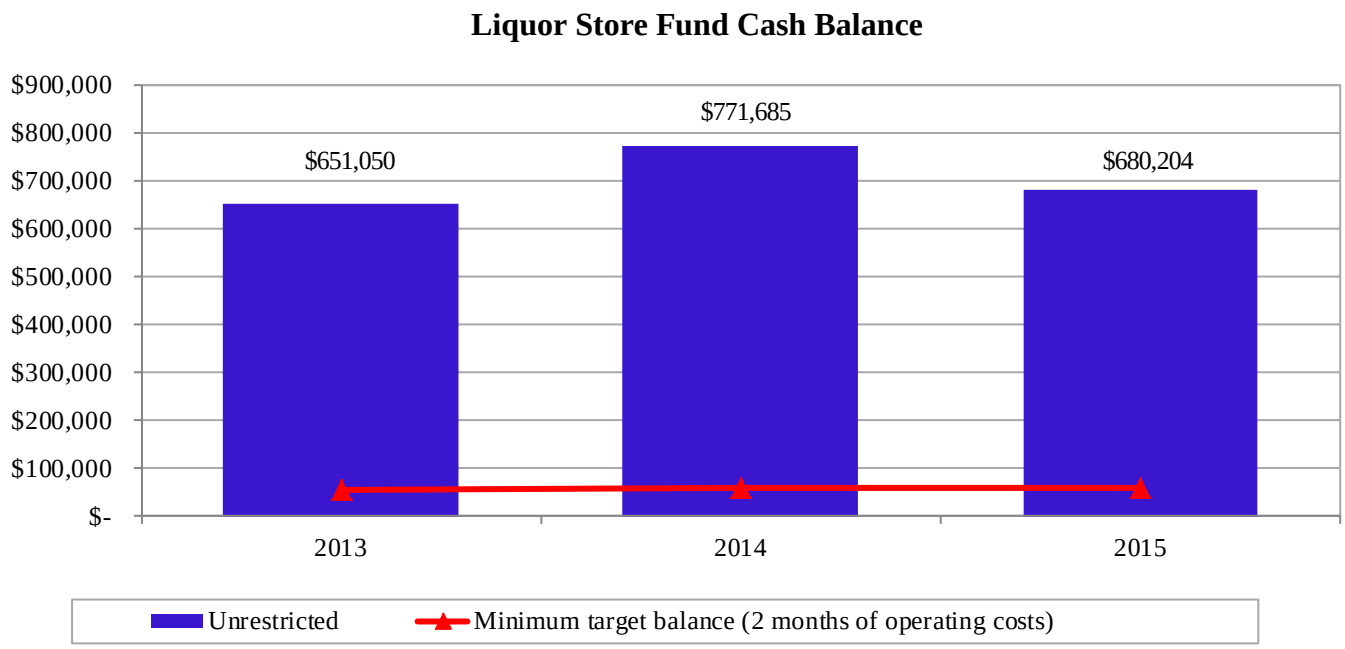
Liquor Store Fund

The following is a summary of operations in the Liquor fund for the past three years:

	2013		2014		2015	
	Total	Percent	Total	Percent	Total	Percent
Sales	$ 2,312,602	100.0 %	$ 2,414,876	100.0 %	$ 2,474,708	100.0 %
Cost of sales	1,708,940	73.9	1,751,938	72.5	1,806,637	73.0
Gross profit	603,662	26.1	662,938	27.5	668,071	27.0
Operating expenses	344,778	14.9	358,507	14.8	357,002	14.4
Operating income	258,884	11.2	304,431	12.7	311,069	12.6
Nonoperating revenues (expenses)	(12,634)	(0.5)	14,587	0.6	9,182	0.4
Income before transfers	246,250	10.7	319,018	13.3	320,251	13.0
Transfers out	(150,000)	(6.5)	(200,000)	(8.3)	(300,000)	(12.1)
Change in net position	$ 96,250	4.2 %	$ 119,018	5.0 %	$ 20,251	0.9 %



Net cash from operations over the last three years have been $301,344, $305,986, and $314,936 for 2015, 2014, and 2013, respectively.

The fund had $100,657 for capital costs primarily related to parking lot improvements. These costs, as well as $300,000 transferred to the General fund, contributed to the overall decrease in cash from 2014.

We recommend that the City continue reviewing gross profit margins as well as operating expenses to achieve profitability at a level sufficient to cover any major repairs, planned capital related projects, and support budgeted transfers to the General fund.

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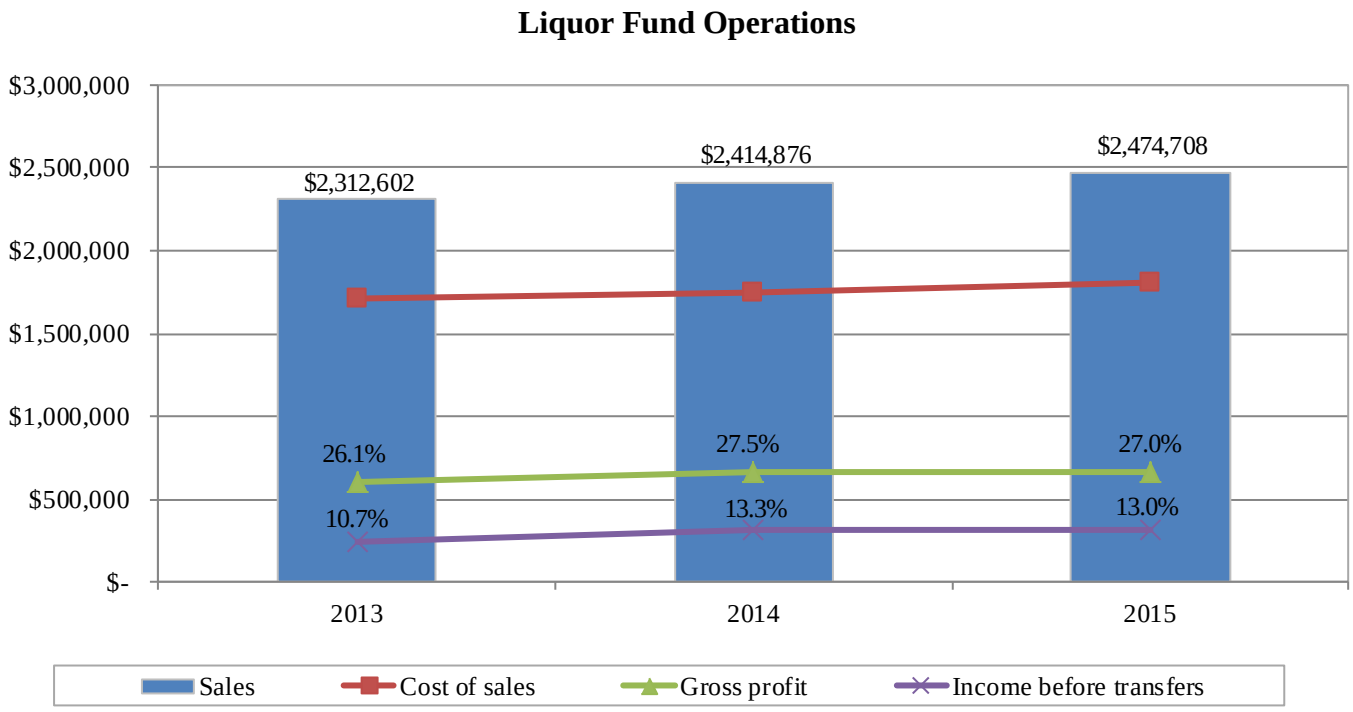
The Office of the State Auditor annually publishes a report analyzing the operation of municipal liquor stores in the state. The last most recent year of published information is for the year ended December 31, 2014. The statewide averages for all operations are summarized below.

	Off Sale Only Stores		
	2012	2013	2014
	Percent of Sales	Percent of Sales	Percent of Sales
Sales	100.0 %	100.0 %	100.0 %
Cost of sales	74.2 %	74.0 %	73.9 %
Gross profit	25.8	26.0	26.1
Operating expenses	16.5	16.9	17.1
Operating income	9.3	9.1	9.0
Nonoperating revenue (expense)	(0.2)	(0.3)	-
Income before transfers	9.1 %	8.8 %	9.0 %

Source: Analysis of Municipal Liquor Store Operations, for the year ended December 31, 2014.
Published by the Minnesota Office of the State Auditor



Sales have continuously increased over the past three years. The gross profit remained fairly consistent with the previous year.

The City's gross profit percentages of 26.1, 27.5, and 27.0 percent for 2013, 2014 and 2015, respectively, are above the statewide averages. Additionally, the percentage of income before transfers was significantly higher for 2013 - 2015 than the statewide averages.

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Ratio Analysis

The following captures a few ratios from the City's financial statements that give some additional information for trend and peer group analysis. The peer group average is derived from information we have requested from the Office of the State Auditor. Different peer group averages are used for cities of the 4th class (population 2,500 to 10,000). The majority of these ratios facilitate the use of economic resources focus and accrual basis of accounting at the government-wide level. A combination of liquidity (ability to pay its most immediate obligations), solvency (ability to pay its long-term obligations), funding (comparison of financial amounts and economic indicators to measure changes in financial capacity over time) and common-size (comparison of financial data with other cities regardless of size) ratios are shown below.

Ratio	Calculation	Source	2012	2013	2014	2015
Debt to assets	Total liabilities/total assets	Government-wide	27%	25%	28%	28%
			33%	*32%*	*32%*	*N/A*
Debt service coverage	Net cash provided by operations/ enterprise fund debt payments	Enterprise funds	95%	135%	92%	95%
			106%	*117%*	*114%*	*N/A*
Debt per capita	Bonded debt/population	Government-wide	$3,006	$2,673	$3,026	$2,633
			$ 2,626	*$ 2,656*	*$ 2,506*	*N/A*
Taxes per capita	Tax revenues/population	Government-wide	$ 359	$ 354	$ 348	$ 381
			$ 480	*$ 487*	*$ 484*	*N/A*
Current expenditures per capita	Governmental fund current expenditures / population	Governmental funds	$ 509	$ 492	$ 542	$ 584
			$ 649	*$ 634*	*$ 674*	*N/A*
Capital expenditures per capita	Governmental fund capital expenditures / population	Governmental funds	$ 86	$ 149	$ 539	$ 253
			$ 298	*$ 294*	*$ 320*	*N/A*
Capital assets % left to depreciate - Governmental	Net capital assets/ gross capital assets	Government-wide	70%	66%	66%	63%
			65%	*64%*	*63%*	*N/A*
Capital assets % left to depreciate - Business-type	Net capital assets/ gross capital assets	Government-wide	82%	80%	78%	76%
			63%	*63%*	*61%*	*N/A*

Represents the City of Isanti
Represents Peer Group Average

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Debt-to-Assets Leverage Ratio (Solvency Ratio)

The debt-to-assets leverage ratio is a comparison of a City's total liabilities to its total assets or the percentage of total assets that are provided by creditors. It indicates the degree to which the City's assets are financed through borrowings and other long-term obligations (i.e. a ratio of 50 percent would indicate half of the assets are financed with outstanding debt).

Debt Service Coverage Ratio (Solvency Ratio)

The debt coverage ratio is a comparison of cash generated by operations to total debt service payments (principal and interest) of enterprise funds. This ratio indicates if there are sufficient cash flows from operations to meet debt service obligations. Except in cases where other nonoperating revenues (i.e. taxes, assessments, transfers from other funds, etc.) are used to fund debt service payments, an acceptable ratio would be above 100 percent.

Bonded Debt per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total bonded debt by the population of the City and represents the amount of bonded debt obligation for each citizen of the City at the end of the year. The higher the amount, the more resources are needed in the future to retire these obligations through taxes, assessments or user fees.

Taxes per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total tax revenues by the population of the City and represents the amount of taxes for each citizen of the City for the year. The higher this amount is, the more reliant the City is on taxes to fund its operations.

Current Expenditures per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total current governmental expenditures by the population of the City and represents the amount of governmental expenditures for each citizen of the City during the year. Since this is generally based on ongoing expenditures, we would expect consistent annual per capita results.

Capital Expenditures per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total governmental capital outlay expenditures by the population of the City and represents the amount of capital expenditures for each citizen of the City during the year. Since projects are not always recurring, the per capita amount will fluctuate from year to year.

Capital Assets Percentage (Common-size Ratio)

This percentage represents the percent of governmental or business-type capital assets that are left to be depreciated. The lower this percentage, the older the City's capital assets are and may need major repairs or replacements in the near future. A higher percentage may indicate newer assets being constructed or purchased and may coincide with higher debt ratios or bonded debt per capita.

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Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future City financial statements: [(1)]

GASB Statement No. 72 - *Fair Value Measurement and Application*

Summary

This statement addresses accounting and financial reporting issues related to fair value measurements. The definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

Effective Date and Transition

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2015. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will enhance comparability of financial statements among governments by requiring measurement of certain assets and liabilities at fair value using a consistent and more detailed definition of fair value and accepted valuation techniques. This Statement also will enhance fair value application guidance and related disclosures in order to provide information to financial statement users about the impact of fair value measurements on a government's financial position.

GASB Statement No. 73 - *Accounting and financial reporting for pension and related assets that are not within the scope of GASB Statement No. 68, and amendments to certain provisions of GASB Statements No. 67 and No. 68*

Summary

The objective of this Statement is to improve the usefulness of information about pensions included in the general purpose external financial reports of state and local governments for making decisions and assessing accountability. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement establishes requirements for defined benefit pensions that are not within the scope of Statement No. 68, Accounting and Financial Reporting for Pensions, as well as for the assets accumulated for purposes of providing those pensions. In addition, it establishes requirements for defined contribution pensions that are not within the scope of Statement 68. It also amends certain provisions of Statement No. 67, Financial Reporting for Pension Plans, and Statement 68 for pension plans and pensions that are within their respective scopes.

The requirements of this Statement extend the approach to accounting and financial reporting established in Statement 68 to all pensions, with modifications as necessary to reflect that for accounting and financial reporting purposes, any assets accumulated for pensions that are provided through pension plans that are not administered through trusts that meet the criteria specified in Statement 68 should not be considered pension plan assets. It also requires that information similar to that required by Statement 68 be included in notes to financial statements and required supplementary information by all similarly situated employers and nonemployer contributing entities.

This Statement also clarifies the application of certain provisions of Statements 67 and 68 with regard to the following issues:

1. Information that is required to be presented as notes to the 10-year schedules of required supplementary information about investment-related factors that significantly affect trends in the amounts reported.

2. Accounting and financial reporting for separately financed specific liabilities of individual employers and nonemployer contributing entities for defined benefit pensions.

Timing of employer recognition of revenue for the support of nonemployer contributing entities not in a special funding situation.

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Future Accounting Standard Changes - Continued

Effective Date and Transition

The requirements of this Statement that address accounting and financial reporting by employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement 68 are effective for financial statements for fiscal years beginning after June 15, 2016, and the requirements of this Statement that address financial reporting for assets accumulated for purposes of providing those pensions are effective for fiscal years beginning after June 15, 2015. The requirements of this Statement for pension plans that are within the scope of Statement 67 or for pensions that are within the scope of Statement 68 are effective for fiscal years beginning after June 15, 2015. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting by establishing a single framework for the presentation of information about pensions, which will enhance the comparability of pension-related information reported by employers and nonemployer contributing entities.

GASB Statement No. 74 - *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*

Summary

The objective of this Statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement replaces Statements No. 43, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, and No. 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans. It also includes requirements for defined contribution OPEB plans that replace the requirements for those OPEB plans in Statement No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, as amended, Statement 43, and Statement No. 50, Pension Disclosures.

Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions, establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB, as well as for certain nonemployer governments that have a legal obligation to provide financial support for OPEB provided to the employees of other entities.

The scope of this Statement includes OPEB plans-defined benefit and defined contribution-administered through trusts that meet the following criteria:

- Contributions from employers and nonemployer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.
- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
- OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, and the OPEB plan administrator. If the plan is a defined benefit OPEB plan, plan assets also are legally protected from creditors of the plan members.

This Statement also includes requirements to address financial reporting for assets accumulated for purposes of providing defined benefit OPEB through OPEB plans that are not administered through trusts that meet the specified criteria.

Effective Date and Transition

This Statement is effective for financial statements for fiscal years beginning after June 15, 2016. Earlier application is encouraged.

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Future Accounting Standard Changes - Continued

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting primarily through enhanced note disclosures and schedules of required supplementary information that will be presented by OPEB plans that are administered through trusts that meet the specified criteria. The new information will enhance the decision-usefulness of the financial reports of those OPEB plans, their value for assessing accountability, and their transparency by providing information about measures of net OPEB liabilities and explanations of how and why those liabilities changed from year to year. The net OPEB liability information, including ratios, will offer an up-to-date indication of the extent to which the total OPEB liability is covered by the fiduciary net position of the OPEB plan. The comparability of the reported information for similar types of OPEB plans will be improved by the changes related to the attribution method used to determine the total OPEB liability. The contribution schedule will provide measures to evaluate decisions related to the assessment of contribution rates in comparison with actuarially determined rates, if such rates are determined. In addition, new information about rates of return on OPEB plan investments will inform financial report users about the effects of market conditions on the OPEB plan's assets over time and provide information for users to assess the relative success of the OPEB plan's investment strategy and the relative contribution that investment earnings provide to the OPEB plan's ability to pay benefits to plan members when they come due.

GASB Statement No. 75 - *Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pension*

Summary

The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement replaces the requirements of Statements No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions, as amended, and No. 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans, for OPEB. Statement No. 74, Financial Reporting for Postemployment Benefit Plans Other than Pension Plans, establishes new accounting and financial reporting requirements for OPEB plans.

The scope of this Statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed.

In addition, this Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This Statement also addresses certain circumstances in which a nonemployer entity provides financial support for OPEB of employees of another entity.

In this Statement, distinctions are made regarding the particular requirements depending upon whether the OPEB plans through which the benefits are provided are administered through trusts that meet the following criteria:

- Contributions from employers and nonemployer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.

- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.

OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, the OPEB plan administrator, and the plan members.

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Future Accounting Standard Changes - Continued

Effective Date

This Statement is effective for fiscal years beginning after June 15, 2017. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve the decision-usefulness of information in employer and governmental nonemployer contributing entity financial reports and will enhance its value for assessing accountability and interperiod equity by requiring recognition of the entire OPEB liability and a more comprehensive measure of OPEB expense. Decision-usefulness and accountability also will be enhanced through new note disclosures and required supplementary information, as follows:

- More robust disclosures of assumptions will allow for better informed assessments of the reasonableness of OPEB measurements.
- Explanations of how and why the OPEB liability changed from year to year will improve transparency.
- The summary OPEB liability information, including ratios, will offer an indication of the extent to which the total OPEB liability is covered by resources held by the OPEB plan, if any.
- For employers that provide benefits through OPEB plans that are administered through trusts that meet the specified criteria, the contribution schedules will provide measures to evaluate decisions related to contributions.

The consistency, comparability, and transparency of the information reported by employers and governmental nonemployer contributing entities about OPEB transactions will be improved by requiring:

- The use of a discount rate that considers the availability of the OPEB plan's fiduciary net position associated with the OPEB of current active and inactive employees and the investment horizon of those resources, rather than utilizing only the long-term expected rate of return regardless of whether the OPEB plan's fiduciary net position is projected to be sufficient to make projected benefit payments and is expected to be invested using a strategy to achieve that return.
- A single method of attributing the actuarial present value of projected benefit payments to periods of employee service, rather than allowing a choice among six methods with additional variations.
- Immediate recognition in OPEB expense, rather than a choice of recognition periods, of the effects of changes of benefit terms.
- Recognition of OPEB expense that incorporates deferred outflows of resources and deferred inflows of resources related to OPEB over a defined, closed period, rather than a choice between an open or closed period.

GASB Statement No. 76 - *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*

Summary

The objective of this Statement is to identify-in the context of the current governmental financial reporting environment-the hierarchy of generally accepted accounting principles (GAAP). The "GAAP hierarchy" consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

This Statement supersedes Statement No. 55, The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments.

Effective Date

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2015, and should be applied retroactively. Earlier application is permitted.

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Future Accounting Standard Changes - Continued

How the Changes in This Statement Will Improve Financial Reporting

The requirements in this Statement improve financial reporting by (1) raising the category of GASB Implementation Guides in the GAAP hierarchy, thus providing the opportunity for broader public input on implementation guidance; (2) emphasizing the importance of analogies to authoritative literature when the accounting treatment for an event is not specified in authoritative GAAP; and (3) requiring the consideration of consistency with the GASB Concepts Statements when evaluating accounting treatments specified in nonauthoritative literature. As a result, governments will apply financial reporting guidance with less variation, which will improve the usefulness of financial statement information for making decisions and assessing accountability and enhance the comparability of financial statement information among governments.

GASB Statement No. 77 - *Tax Abatement Disclosures*

Summary

Financial statements prepared by state and local governments in conformity with generally accepted accounting principles provide citizens and taxpayers, legislative and oversight bodies, municipal bond analysts, and others with information they need to evaluate the financial health of governments, make decisions, and assess accountability. This information is intended, among other things, to assist these users of financial statements in assessing (1) whether a government's current-year revenues were sufficient to pay for current-year services (known as interperiod equity), (2) whether a government complied with finance-related legal and contractual obligations, (3) where a government's financial resources come from and how it uses them, and (4) a government's financial position and economic condition and how they have changed over time.

Financial statement users need information about certain limitations on a government's ability to raise resources. This includes limitations on revenue-raising capacity resulting from government programs that use tax abatements to induce behavior by individuals and entities that is beneficial to the government or its citizens. Tax abatements are widely used by state and local governments, particularly to encourage economic development. For financial reporting purposes, this Statement defines a tax abatement as resulting from an agreement between a government and an individual or entity in which the government promises to forgo tax revenues and the individual or entity promises to subsequently take a specific action that contributes to economic development or otherwise benefits the government or its citizens.

Although many governments offer tax abatements and provide information to the public about them, they do not always provide the information necessary to assess how tax abatements affect their financial position and results of operations, including their ability to raise resources in the future. This Statement requires disclosure of tax abatement information about (1) a reporting government's own tax abatement agreements and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues.

This Statement requires governments that enter into tax abatement agreements to disclose the following information about the agreements:

- Brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients.

- The gross dollar amount of taxes abated during the period.

- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

Governments should organize those disclosures by major tax abatement program and may disclose information for individual tax abatement agreements within those programs.

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Tax abatement agreements of other governments should be organized by the government that entered into the tax abatement agreement and the specific tax being abated. Governments may disclose information for individual tax abatement agreements of other governments within the specific tax being abated. For those tax abatement agreements, a reporting government should disclose:

- The names of the governments that entered into the agreements.
- The specific taxes being abated.
- The gross dollar amount of taxes abated during the period.

Effective Date and Transition

The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2015. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement improve financial reporting by giving users of financial statements essential information that is not consistently or comprehensively reported to the public at present. Disclosure of information about the nature and magnitude of tax abatements will make these transactions more transparent to financial statement users. As a result, users will be better equipped to understand (1) how tax abatements affect a government's future ability to raise resources and meet its financial obligations and (2) the impact those abatements have on a government's financial position and economic condition.

GASB Statement No. 78 - *Pension Provided Through Certain Multiple-Employer Defined Benefit Pension Plans*

Summary

The objective of this Statement is to address a practice issue regarding the scope and applicability of Statement No. 68, Accounting and Financial Reporting for Pensions. This issue is associated with pensions provided through certain multiple-employer defined benefit pension plans and to state or local governmental employers whose employees are provided with such pensions.

Prior to the issuance of this Statement, the requirements of Statement 68 applied to the financial statements of all state and local governmental employers whose employees are provided with pensions through pension plans that are administered through trusts that meet the criteria in paragraph 4 of that Statement.

This Statement amends the scope and applicability of Statement 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). This Statement establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after December 15, 2015. Earlier application is encouraged.

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Future Accounting Standard Changes - Continued

GASB Statement No. 79 - *Certain External Investment Pools and Pool Participants*

Summary

This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. An external investment pool qualifies for that reporting if it meets all of the applicable criteria established in this Statement. The specific criteria address (1) how the external investment pool transacts with participants; (2) requirements for portfolio maturity, quality, diversification, and liquidity; and (3) calculation and requirements of a shadow price. Significant noncompliance prevents the external investment pool from measuring all of its investments at amortized cost for financial reporting purposes. Professional judgment is required to determine if instances of noncompliance with the criteria established by this Statement during the reporting period, individually or in the aggregate, were significant.

If an external investment pool does not meet the criteria established by this Statement, that pool should apply the provisions in paragraph 16 of Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as amended. If an external investment pool meets the criteria in this Statement and measures all of its investments at amortized cost, the pool's participants also should measure their investments in that external investment pool at amortized cost for financial reporting purposes. If an external investment pool does not meet the criteria in this Statement, the pool's participants should measure their investments in that pool at fair value, as provided in paragraph 11 of Statement 31, as amended.

This Statement establishes additional note disclosure requirements for qualifying external investment pools that measure all of their investments at amortized cost for financial reporting purposes and for governments that participate in those pools. Those disclosures for both the qualifying external investment pools and their participants include information about any limitations or restrictions on participant withdrawals.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after June 15, 2015, except for the provisions in paragraphs 18, 19, 23-26, and 40, which are effective for reporting periods beginning after December 15, 2015.

How the Changes in This Statement Will Improve Financial Reporting

This Statement will enhance comparability of financial statements among governments by establishing specific criteria used to determine whether a qualifying external investment pool may elect to use an amortized cost exception to fair value measurement. Those criteria will provide qualifying external investment pools and participants in those pools with consistent application of an amortized cost-based measurement for financial reporting purposes. That measurement approximates fair value and mirrors the operations of external investment pools that transact with participants at a stable net asset value per share.

GASB Statement No. 80 - *Blending Requirements for Certain Component Units - an Amendment of GASB Statement No. 14*

Summary

The objective of the Statement is to improve financial reporting by clarifying the financial statement presentation requirements for certain component units. This Statement amends the blending requirements established in paragraph 53 of Statement No. 14, *The Financial Reporting Entity, as amended*.

This Statement amends the blending requirements for the financial statement presentation of component units of all state and local governments. The additional criterion requires blending of a component unit incorporated as a not-for-profit corporation in which the primary government is the sole corporate member. The additional criterion does not apply to component units included in the financial reporting entity pursuant to the provisions of Statement No. 39, *Determining Whether Certain Organizations Are Component Units*.

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Future Accounting Standard Changes - Continued

Effective Date

The requirements of this Statement are effective for reporting periods beginning after June 15, 2016. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement enhance the comparability of financial statements among governments. Greater comparability improves the decision-usefulness of information reported in financial statements and enhances its value for assessing government accountability.

[1] *Note*. From GASB Pronouncements Summaries. Copyright 2015 by the Financial Accounting Foundation, 401 Merritt 7, Norwalk, CT 06856, USA, and is reproduced with permission.

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Restriction on Use

This communication is intended solely for the information and use of the City Council, management, others within the City, and the Minnesota Office of the State Auditor, and is not intended to be and should not be used by anyone other than these specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Abdo Eick & Meyers, LLP

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

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Annual Financial Report

City of Isanti

Isanti, Minnesota

For the Year Ended
December 31, 2015

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

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CITY OF ISANTI
ISANTI, MINNESOTA

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2015

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CITY OF ISANTI, MINNESOTA
ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Page No.
INTRODUCTORY SECTION	
Elected and Appointed Officials	7
FINANCIAL SECTION	
Independent Auditor's Report	11
Management's Discussion and Analysis	15
Basic Financial Statements	
Government-wide Financial Statements	
Statement of Net Position	29
Statement of Activities	30
Fund Financial Statements	
Governmental Funds	
Balance Sheet	34
Reconciliation of the Balance Sheet to the Statement of Net Position	35
Statement of Revenues, Expenditures and Changes in Fund Balances	36
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities	37
General Fund	
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	39
Proprietary Funds	
Statement of Net Position	40
Statement of Revenues, Expenses and Changes in Net Position	43
Statement of Cash Flows	44
Fiduciary Fund	
Statement of Fiduciary Net Position	46
Notes to the Financial Statements	47
Required Supplementary Information	
Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - General Employees Retirement Fund	74
Schedule of Employer's Public Employees Retirement Association Contributions - General Employees Retirement Fund	74
Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - Public Employees Police and Fire Fund	74
Schedule of Employer's Public Employees Retirement Association Contributions - Public Employees Police and Fire Fund	74
Combining and Individual Fund Financial Statements and Schedules	
Nonmajor Governmental Funds	
Combining Balance Sheet	76
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	77
Nonmajor Special Revenue Funds	
Combining Balance Sheet	78
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	80
Nonmajor Capital Projects Funds	
Combining Balance Sheet	82
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	84
General Fund	
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	87
Debt Service Funds	
Combining Balance Sheet	92
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances	94

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CITY OF ISANTI, MINNESOTA
ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015

	Page No.
Combining and Individual Fund Financial Statements and Schedules - Continued	
Agency Fund	
Schedule of Changes in Assets and Liabilities	96
Summary Financial Report	
Revenues and Expenditures for General Operations - Governmental Funds	97
OTHER REQUIRED REPORTS	
Independent Auditors Report on Minnesota Legal Compliance	101
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	102
Schedule of Findings and Responses	104

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INTRODUCTORY SECTION

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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CITY OF ISANTI, MINNESOTA
ELECTED AND APPOINTED OFFICIALS
FOR THE YEAR ENDED DECEMBER 31, 2015

ELECTED

Name	Title	Term Expires December 31,
George Wimmer	Mayor	2018
Adam Johnson	Council Member	2016
Steve Lundeen	Council Member	2016
Paul Bergley	Council Member	2018
Dan Collison	Council Member	2018

APPOINTED

Donald Lorsung	Administrator/City Clerk
Brenda Frechette	Finance Director

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FINANCIAL SECTION

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
City of Isanti, Minnesota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City), as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Edina, MN 55436
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Change in Accounting Standards

As described in Note 7 to the financial statements, the City adopted the provisions of Governmental Accounting Standard Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions - an Amendment of GASB Statement No. 27* and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date - an Amendment of GASB Statement No. 68*, for the year ended December 31, 2015. Adoption of the provisions of these statements results in significant change to the classifications of the components of the financial statements.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis starting on page 15 and the Schedules of Employer's Share of the Net Pension Liability and the Schedules of Employers Contributions on page 74 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section and combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to basic the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 11, 2016 on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Abdo Eick & Meyers, LLP

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

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Management's Discussion and Analysis

As management of the City of Isanti, Minnesota, (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2015.

Financial Highlights

- The beginning unrestricted net position was decreased by $1,968,432 to recognize the effects of GASB Statement No. 68 implementation.

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $42,206,100. Of this amount, $3,922,607 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.

- The City's total net position increased by $629,754. This was largely are result of operating income within business-type activities of $997,439 as well as capital contributions of $788,758.

- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of $3,856,086, a decrease of $698,947, in comparison with the prior year.

- At the end of the current fiscal year, unrestricted fund balance for the General fund was $1,310,488.

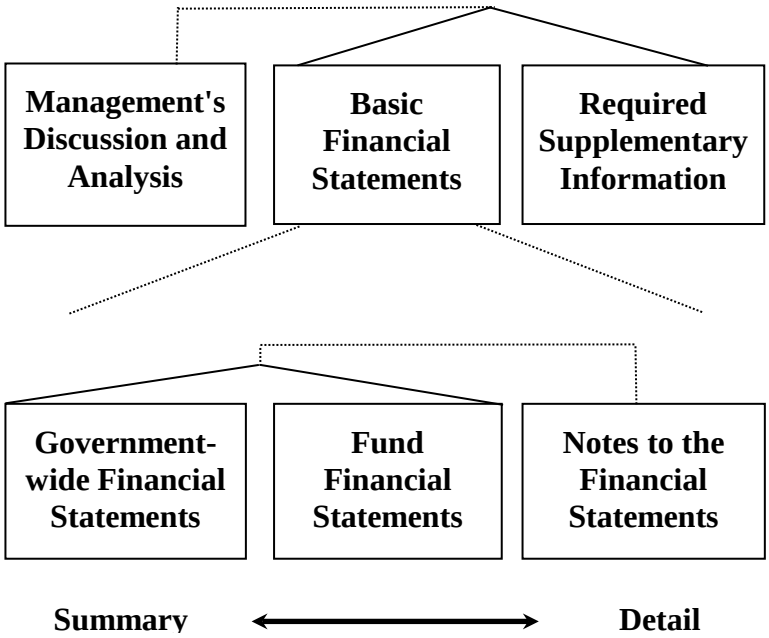
- The City's total noncurrent liabilities decreased $172,401 (1.0 percent) during the current fiscal year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

The following chart shows how the required parts of this annual report are arranged and relate to one another. In addition to these required elements, we have included a section with combining and individual fund financial statements and schedules that provide details about nonmajor governmental funds, which are added together and presented in single columns in the basic financial statements.

Organization of the City's Annual Financial Report



The following chart summarizes the major features of the City's financial statements, including the portion of the City's activities they cover and the types of information they contain. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Major features of the Government-wide and Fund Financial Statements

		Fund Financial Statements		
	Government-wide Statements	**Governmental Funds**	**Proprietary Funds**	**Fiduciary Funds**
Scope	Entire City government (except fiduciary funds) and the City's component units	The activities of the City that are not proprietary or fiduciary, such as police, fire and parks	Activities the City operates similar to private businesses, such as the water and sewer system	Instances in which the City administers resources on behalf of someone else, such as developers
Required financial statements	• Statement of Net Position • Statement of Activities	• Balance Sheet • Statement of Revenues, Expenditures and Changes in Fund Balances	• Statements of Net Position • Statements of Revenues, Expenses and Changes in Fund Net Position • Statements of Cash Flows	• Statement of fiduciary net position
Accounting Basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both financial and capital, and short-term and long-term	All assets and liabilities, both short-term and long-term; fund do not currently contain capital assets, although they can
Type of deferred outflows/inflows of resources information	All deferred outflows/inflows of resources, regardless of when cash is received or paid	Only deferred outflows of resources expected to be used up and deferred inflows of resources that come due during the year or soon thereafter; no capital assets included	All deferred outflows/inflows of resources, regardless of when cash is received or paid	
Type of inflow/out flow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and the related liability is due and payable	All revenues and expenses during the year, regardless of when cash is received or paid	All additions and deductions during the year, regardless of when cash is received or paid

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and deferred inflows and liabilities and deferred outflows, with the difference between the four reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, culture and recreation, economic development and interest on long-term debt. The business-type activities of the City include water, sewer, storm water and a liquor store.

The government-wide financial statements start on page 29 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and the fiduciary fund.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact by the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 31 individual governmental funds, 7 of which are Debt Service funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General fund and Debt Service fund, both of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements or schedules* elsewhere in this report.

The City adopts an annual appropriated budget for its General fund. A budgetary comparison statement has been provided for the General fund to demonstrate compliance with this budget.

The basic governmental fund financial statements start on page 34 of this report.

Proprietary funds. The City maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its water, sewer, liquor store, and storm water.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for each of the enterprise funds, all of which are considered to be major funds of the City.

The basic proprietary fund financial statements start on page 40 of this report.

Fiduciary fund. The fiduciary fund is used to account for resources held for the benefit of parties outside the City. The fiduciary fund is *not* reflected in the government-wide financial statements because the resources of this fund are not available to support the City's own programs.

The basic fiduciary fund financial statement can be found on page 46 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements start on page 47 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found on page 74 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented following the notes to the financial statements. Combining and individual fund financial statements and schedules start on page 76 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows of resources by $42,206,100 at the close of the most recent fiscal year.

By far, the largest portion of the City's net position (81.6 percent) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Isanti's Summary of Net Position

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
Assets						
Current and other assets	$ 6,086,913	$ 7,358,596	$ (1,271,683)	$ 5,516,241	$ 5,736,211	$ (219,970)
Capital assets, net of depreciation	20,497,904	20,847,253	(349,349)	27,646,819	27,614,563	32,256
Total assets	26,584,817	28,205,849	(1,621,032)	33,163,060	33,350,774	(187,714)
Deferred outflows of resources						
Deferred pension resource	269,670	-	269,670	46,607	-	46,607
Liabilities						
Noncurrent liabilities outstanding	7,428,919	6,578,087	850,832	8,991,203	10,014,436	(1,023,233)
Other liabilities	204,199	499,443	(295,244)	243,590	183,973	59,617
Total liabilities	7,633,118	7,077,530	555,588	9,234,793	10,198,409	(963,616)
Deferred inflows of resources						
Resources received in advance	561,108	735,906	(174,798)	-	-	-
Deferred pension resource	364,549	-	364,549	64,486	-	64,486
Total deferred inflows of resources	925,657	735,906	189,751	64,486	-	64,486
Net position						
Net investment in capital assets	14,738,239	14,995,455	(257,216)	19,722,923	18,515,329	1,207,594
Restricted	3,674,722	3,557,961	116,761	147,609	137,449	10,160
Unrestricted	(117,249)	1,838,997	(1,956,246)	4,039,856	4,499,587	(459,731)
Total net position	$18,295,712	$20,392,413	$ (2,096,701)	$23,910,388	$23,152,365	$ 758,023

An additional portion of the City's net position (9.1 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position*, $3,922,607, may be used to meet the City's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the City as a whole, as well as for its separate governmental and business-type activities.

Governmental activities. The City's net position increased $629,754 during the current fiscal year. Governmental activities decreased the City's net position by $547,429 thereby accounting for none of the total growth in the net position of the City. Significant changes from the prior year are noted below:

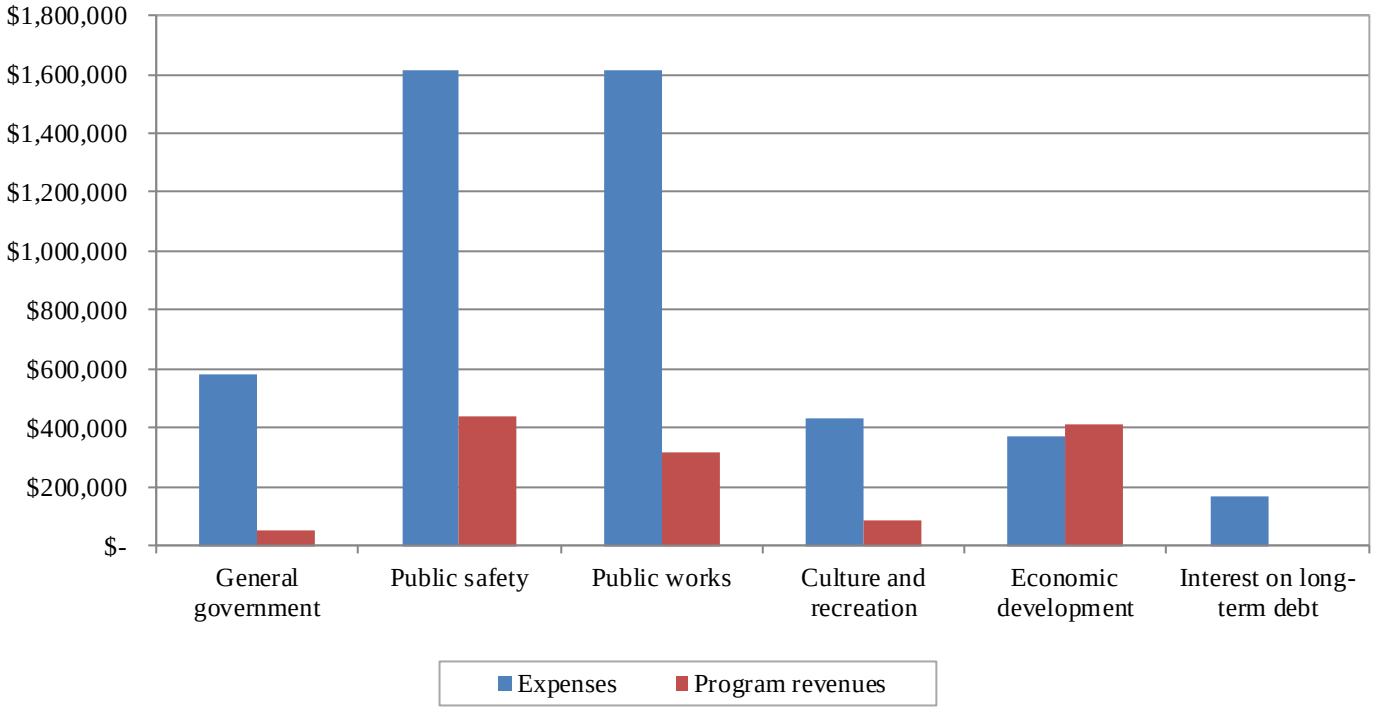
City of Isanti's Changes in Net Position

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
Revenues						
Program revenues						
Charges for services	$ 394,097	$ 338,416	$ 55,681	$ 5,031,998	$ 4,911,697	$ 120,301
Operating grants and contributions	663,501	283,151	380,350	35,732	14,422	21,310
Capital grants and contributions	259,207	215,310	43,897	529,551	488,942	40,609
General revenues						
Taxes						
Property taxes	2,015,696	1,742,300	273,396	-	-	-
Tax increment	15,537	102,674	(87,137)	-	-	-
Other taxes	30,382	27,495	2,887	-	-	-
Grants and contributions not restricted to specific programs	603,802	584,003	19,799	-	-	-
Unrestricted investment earnings	52,399	112,928	(60,529)	57,432	91,023	(33,591)
Gain on sale of capital assets	-	-	-	-	-	-
Total revenues	4,034,621	3,406,277	628,344	5,654,713	5,506,084	148,629
Expenses						
General government	583,782	562,913	20,869	-	-	-
Public safety	1,614,299	1,488,475	125,824	-	-	-
Public works	1,615,255	1,428,838	186,417	-	-	-
Culture and recreation	435,319	448,914	(13,595)	-	-	-
Economic development	370,978	210,776	160,202	-	-	-
Interest on long-term debt	167,720	208,190	(40,470)	-	-	-
Water	-	-	-	954,250	961,699	(7,449)
Sewer	-	-	-	1,039,522	1,007,782	31,740
Storm Water	-	-	-	114,816	73,698	41,118
Liquor store	-	-	-	2,163,639	2,110,445	53,194
Total expenses	4,787,353	4,348,106	439,247	4,272,227	4,153,624	118,603
Changes in net position before transfers	(752,732)	(941,829)	189,097	1,382,486	1,352,460	30,026
Transfers - capital assets	(228,455)	(4,064)	(224,391)	228,455	4,064	224,391
Transfers - internal activities	433,758	239,583	194,175	(433,758)	(239,583)	(194,175)
Change in net position	(547,429)	(706,310)	158,881	1,177,183	1,116,941	60,242
Net position, January 1	18,843,141	21,881,228	(3,038,087)	22,733,205	22,035,424	697,781
Prior period adjustment	-	(782,505)	782,505	-	-	-
Net position, December 31	$18,295,712	$20,392,413	$ (2,096,701)	$23,910,388	$23,152,365	$ 758,023

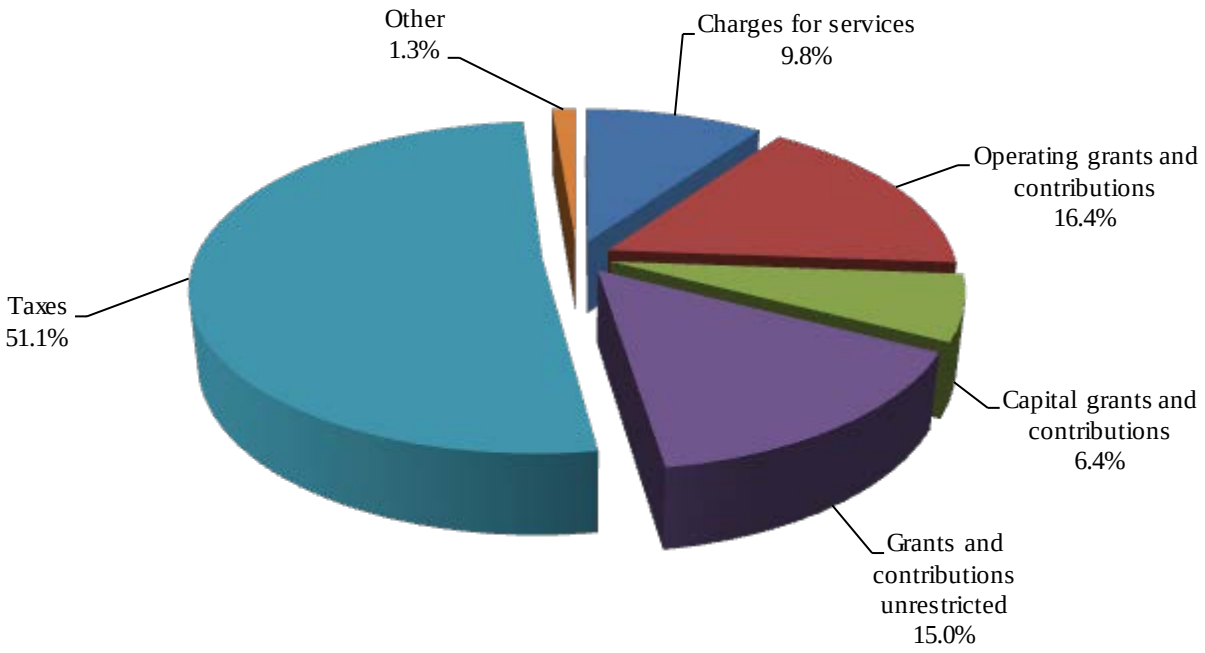
* GASB Statement No. 68 was implemented for the year ended December 31, 2015 and a required $1,968,432 restatement of beginning net position was recorded. Prior year amounts were not restated causing a variance in ending net position at December 31, 2014 and beginning net position on January 1, 2015. See Note 7.

The following graph depicts various governmental activities and shows the revenues and expenses directly related to those activities.

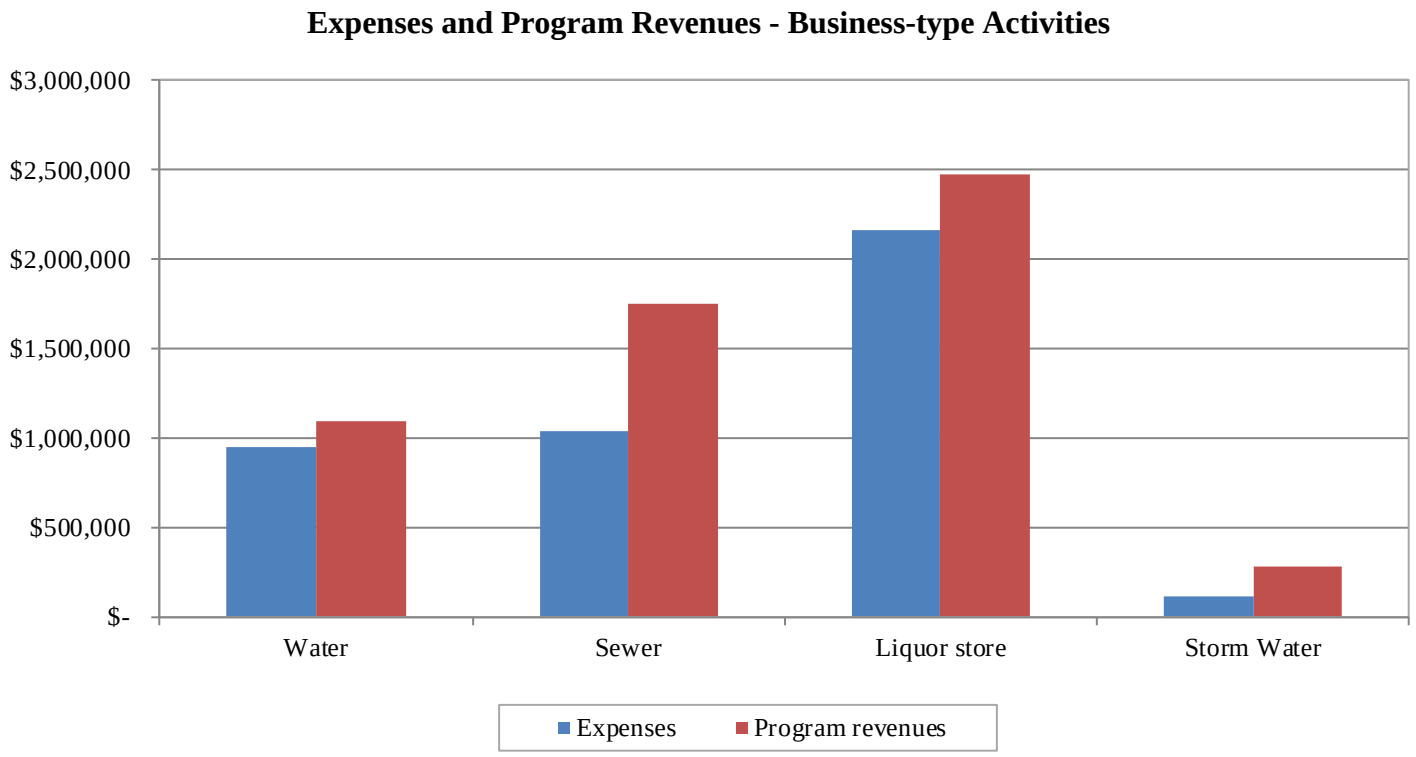
Expenses and Program Revenues - Governmental Activities

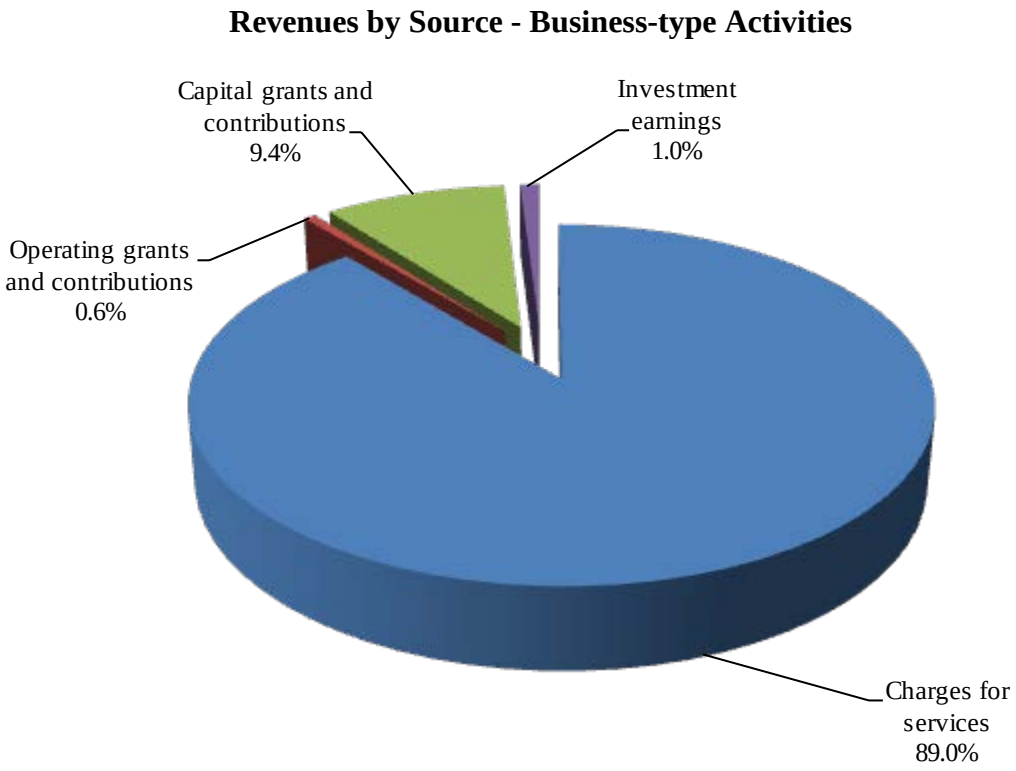


Revenues by Sources - Governmental Activities



Business-type activities. Business-type activities increased the City's net position by $1,177,183. Key elements of this increase are as follows:





Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $3,856,086, a decrease of $698,947 in comparison with the prior year. Of this total amount, 14.1 percent, or $544,700, constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance of $3,311,386 is not available for new spending because it is either 1) nonspendable ($18,352), 2) restricted ($2,285,624), 3) committed ($1,003,045), or 4) assigned ($4,365). For further classification, refer to Note 3F on page 65 of this report.

Major funds	Fund Balance December 31, 2015	Fund Balance December 31, 2014	Increase (Decrease)
General	$ 1,327,361	$ 1,692,234	$ (364,873)
The General fund is the chief operating fund of the City. As a measure of the General fund's liquidity, it may be useful to compare fund balance to total fund expenditures and transfers out. Fund balance represents 40 percent of budgeted 2016 expenditures and transfers out. Of the fund balance, $1,310,488 is unassigned and will be used for cash flow for general operations and will be used to support operations until funds are received in June from the first tax settlement.			
Debt Service	$ 1,507,296	$ 1,441,936	$ 65,360
The Debt Service funds had an increase in fund balance comparable to expectations to meet future scheduled debt payments.			

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the enterprise funds at the end of the year amounted to $4,039,856. Other factors concerning the finances of this fund have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

The City's original General fund budget was amended during the year, increasing expenditures $28,414 and identifying a decrease in fund balance of $1,008,219. Revenues were more than budget by $727,370 and expenditures were $126,617 less than budgeted amounts. In addition, transfers out exceeded budget by $257,797.

Capital Assets and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business type activities as of December 31, 2015, amounts to $48,144,723 (net of accumulated depreciation). This investment in capital assets includes land, structures, improvements, machinery and equipment, park facilities, roads and highways.

Major capital asset events during the current fiscal year included the following:

- Construction projects completed in 2015 include the Railroad Ave Improvements Phase II, the 2014 BMX Building and Site Improvements, the 2014 Public works site improvements, the 2014 Water Treatment Plant Modifications and the 2014 Unity Lift Station Improvements.
- Improvements to the City Hall, Community Center, and Liquor Store parking lots were capitalized.
- 2015 street overlay improvements were recognized as additions to governmental infrastructure.
- During 2015, the City purchased a 2015 Vactor Jetter.

City of Isanti's Capital Asset
(net of depreciation)

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
Land	$ 2,424,266	$ 2,455,666	$ (31,400)	$ 94,237	$ 73,237	$ 21,000
Construction in progress	63,607	3,276,333	(3,212,726)	191,505	618,795	(427,290)
Land improvements	11,952	17,848	(5,896)	92,239	664	91,575
Buildings	4,020,965	1,672,233	2,348,732	197,619	201,091	(3,472)
Infrastructure	13,373,105	12,756,904	616,201	26,474,812	26,504,830	(30,018)
Machinery and equipment	536,368	605,176	(68,808)	575,666	211,745	363,921
Vehicles	67,641	63,093	4,548	20,741	4,201	16,540
Total	$20,497,904	$20,847,253	$ (349,349)	$27,646,819	$27,614,563	$ 32,256

Additional information on the City's capital assets can be found in Note 3D starting on page 59 of this report.

Long-term debt. At the end of the current fiscal year, the City had total bonded debt outstanding of $14,241,255. While all of the City's bonds have revenue streams, they are all backed by the full faith and credit of the City.

City of Isanti's Outstanding Debt

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
G.O. bonds	$ 2,950,000	$ 2,950,000	$ -	$ -	$ -	$ -
G.O. improvement bonds	2,760,000	3,380,000	(620,000)	435,000	1,015,000	(580,000)
G.O. revenue bonds	-	-	-	8,096,255	8,951,215	(854,960)
Bond premium	49,665	53,167	(3,502)	-	-	-
Pension liability	1,429,512	-	1,429,512	409,925	-	409,925
Compensated absences payable	239,742	194,920	44,822	50,023	48,221	1,802
Total	$ 7,428,919	$ 6,578,087	$ 850,832	$ 8,991,203	$10,014,436	$ (1,023,233)

Minnesota statutes limit the amount of net general obligation debt a City may issue to three percent of the market value of taxable property within the City. Net debt is payable solely from ad valorem taxes and, therefore, excludes debt financed partially or entirely by special assessments, enterprise fund revenues, or tax increments. As of December 31, 2015, the market value of property within the City is $269,093,600 for an allowable margin of $8,072,808. There is $2,950,000 of outstanding debt at year end that is applied against the statutory debt limit.

Additional information on the City's long-term debt can be found in Note 3E starting on page 61 of this report.

Economic Factors and Next Year's Budgets and Rates

- Property tax valuations within the City increased in 2015 and have continued to increase for 2016.

- Due to the State deficit and constant discussion at the State level of reducing and/or eliminating Local Government Aid and Market Value Credit, the City Council wanted to take the position that they would not receive any LGA in 2015, and if any LGA was received in 2015, that it would be used in the 2016 budget. The intent was to allow City Council additional time to react to any reduction received. City Council is aware that this could potentially increase the percentage of expenditures in fund balance at year end. The City did not budget for LGA again in 2016, but will utilize the funds received for 2017.

- Franchise fees were implemented in 2016 to offset pavement management costs.

All of these factors were considered in preparing the City's budget for the 2016 fiscal year.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, City of Isanti, 110 1st Avenue Northwest, PO Box 428, Isanti, Minnesota 55040.

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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CITY OF ISANTI, MINNESOTA
STATEMENT OF NET POSITION
DECEMBER 31, 2015

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and temporary investments	$ 4,002,591	$ 4,351,785	$ 8,354,376
Cash with fiscal agent	-	403,445	403,445
Receivables			
Accrued interest	6,644	7,857	14,501
Taxes	101,078	-	101,078
Accounts	8,179	275,717	283,896
Loans	582,531	-	582,531
Special assessments	1,419,422	94,666	1,514,088
Internal balances	(57,870)	57,870	-
Due from other governments	5,986	18,000	23,986
Inventories	-	293,517	293,517
Prepaid items	18,352	13,384	31,736
Capital assets			
Land and construction in progress	2,487,873	285,742	2,773,615
Depreciable assets (net of accumulated depreciation)	18,010,031	27,361,077	45,371,108
TOTAL ASSETS	26,584,817	33,163,060	59,747,877
DEFERRED OUTFLOWS OF RESOURCES			
Deferred pension resources	269,670	46,607	316,277
LIABILITIES			
Accounts payable	106,774	136,662	243,436
Due to other governments	2,350	20,997	23,347
Accrued salaries payable	73,214	29,856	103,070
Accrued interest payable	15,861	55,907	71,768
Unearned revenue	6,000	168	6,168
Noncurrent liabilities			
Due within one year	1,000,646	1,398,246	2,398,892
Due in more than one year	6,428,273	7,592,957	14,021,230
TOTAL LIABILITIES	7,633,118	9,234,793	16,867,911
DEFERRED INFLOWS OF RESOURCES			
Resources received in advance	561,108	-	561,108
Deferred pension resources	364,549	64,486	429,035
TOTAL DEFERRED INFLOWS OF RESOURCES	925,657	64,486	990,143
NET POSITION			
Net investment in capital assets	14,738,239	19,722,923	34,461,162
Restricted for			
Debt service	2,888,467	147,609	3,036,076
Park improvements	14,018	-	14,018
Public safety	7,679	-	7,679
Community center improvements	10,000	-	10,000
Economic development	754,558	-	754,558
Unrestricted	(117,249)	4,039,856	3,922,607
TOTAL NET POSITION	$ 18,295,712	$ 23,910,388	$ 42,206,100

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2015

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental activities				
General government	$ 583,782	$ 55,332	$ -	$ -
Public safety	1,614,299	280,286	162,983	-
Public works	1,615,255	14,362	58,266	247,323
Culture and recreation	435,319	44,117	29,250	11,884
Economic development	370,978	-	413,002	-
Interest on long-term debt	167,720	-	-	-
Total governmental activities	4,787,353	394,097	663,501	259,207
Business-type activities				
Water	954,250	917,661	11,740	163,474
Sewer	1,039,522	1,376,731	4,765	366,077
Liquor store	2,163,639	2,474,691	1,227	-
Stormwater	114,816	262,915	18,000	-
Total business-type activities	4,272,227	5,031,998	35,732	529,551
Total	$ 9,059,580	$ 5,426,095	$ 699,233	$ 788,758

General revenues
  Taxes
    Property taxes, levied for general purposes
    Property taxes, levied for debt service
    Tax increments
    Franchise taxes
  Grants and contributions not restricted to specific programs
  Unrestricted investment earnings
Transfers - capital assets
Transfers - internal activities

Total general revenues and transfers

Change in net position

Net position, January 1, as restated (Note 7)

Net position, December 31

The notes to the financial statements are an integral part of this statement.

Net (Expenses) Revenues and Changes in Net Position		
Governmental Activities	Business-type Activities	Total
$ (528,450)	$ -	$ (528,450)
(1,171,030)	-	(1,171,030)
(1,295,304)	-	(1,295,304)
(350,068)	-	(350,068)
42,024	-	42,024
(167,720)	-	(167,720)
(3,470,548)	-	(3,470,548)
-	138,625	138,625
-	708,051	708,051
-	312,279	312,279
-	166,099	166,099
-	1,325,054	1,325,054
(3,470,548)	1,325,054	(2,145,494)
1,365,890	-	1,365,890
649,806	-	649,806
15,537	-	15,537
30,382	-	30,382
603,802	-	603,802
52,399	57,432	109,831
(228,455)	228,455	-
433,758	(433,758)	-
2,923,119	(147,871)	2,775,248
(547,429)	1,177,183	629,754
18,843,141	22,733,205	41,576,346
$ 18,295,712	$ 23,910,388	$ 42,206,100

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FUND FINANCIAL STATEMENTS

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

CITY OF ISANTI, MINNESOTA
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2015

	101 General	900's Debt Service	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash and temporary investments	$ 1,470,795	$ 1,487,629	$ 1,044,167	$ 4,002,591
Receivables				
Accrued interest	3,129	2,357	1,158	6,644
Taxes	66,209	26,848	8,021	101,078
Accounts	5,589	-	2,590	8,179
Loan	-	-	582,531	582,531
Special assessments	3,019	1,389,174	27,229	1,419,422
Due from other governments	5,986	-	-	5,986
Advances to other funds	3,820	-	-	3,820
Prepaid items	16,873	-	1,479	18,352
TOTAL ASSETS	$ 1,575,420	$ 2,906,008	$ 1,667,175	$ 6,148,603
LIABILITIES				
Accounts payable	$ 64,401	$ 1,680	$ 40,693	$ 106,774
Due to other governments	954	-	1,396	2,350
Accrued salaries payable	69,641	-	3,573	73,214
Advances from other funds	57,870	-	3,820	61,690
Unearned revenue	6,000	-	-	6,000
TOTAL LIABILITIES	198,866	1,680	49,482	250,028
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - delinquent taxes	46,236	17,466	7,927	71,629
Unavailable revenue - special assessments	2,957	1,379,566	27,229	1,409,752
Resources received in advance	-	-	561,108	561,108
TOTAL DEFERRED INFLOWS OF RESOURCES	49,193	1,397,032	596,264	2,042,489
FUND BALANCES				
Nonspendable	16,873	-	1,479	18,352
Restricted	-	1,507,296	778,328	2,285,624
Committed	-	-	1,003,045	1,003,045
Assigned	-	-	4,365	4,365
Unassigned	1,310,488	-	(765,788)	544,700
TOTAL FUND BALANCES	1,327,361	1,507,296	1,021,429	3,856,086
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,575,420	$ 2,906,008	$ 1,667,175	$ 6,148,603

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
RECONCILIATION OF THE BALANCE SHEET
TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
DECEMBER 31, 2015

Amounts reported for the governmental activities in the statement of net position are different because

Total fund balances - governmental funds	$ 3,856,086
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.	
Cost of capital assets	32,650,261
Less: accumulated depreciation	(12,152,357)
Noncurrent liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds.	
Noncurrent liabilities at year-end consist of	
Bond principal payable	(5,710,000)
Plus bond premium	(49,665)
Compensated absences payable	(239,742)
Pension liability	(1,429,512)
Some receivables are not available soon enough to pay for the current period's expenditures, and therefore are reported as unavailable revenue in the funds.	
Delinquent taxes receivable	71,629
Special assessments receivable	1,409,752
Governmental funds do not report long-term amounts related to pensions.	
Deferred outflows of pension resources	269,670
Deferred inflows of pension resources	(364,549)
Governmental funds do not report a liability for accrued interest until due and payable.	(15,861)
Total net position - governmental activities	$ 18,295,712

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	101	900's		
	General	Debt Service	Other Governmental Funds	Total Governmental Funds
REVENUES				
Taxes	$ 1,357,265	$ 649,806	$ 45,919	$ 2,052,990
Licenses and permits	190,909	-	-	190,909
Intergovernmental	712,120	-	651,348	1,363,468
Charges for services	159,409	-	11,952	171,361
Fines and forfeitures	37,310	-	4,927	42,237
Special assessments	-	142,891	1,942	144,833
Investment earnings	16,767	18,118	17,514	52,399
Miscellaneous	30,801	-	77,912	108,713
TOTAL REVENUES	2,504,581	810,815	811,514	4,126,910
EXPENDITURES				
Current				
General government	529,679	-	4,110	533,789
Public safety	1,495,583	-	76,890	1,572,473
Public works	417,763	-	-	417,763
Culture and recreation	259,295	-	33,934	293,229
Economic development	11,353	-	327,920	339,273
Capital outlay				
General government	12,517	-	1,572	14,089
Public safety	60	-	10,800	10,860
Public works	104,566	-	680,013	784,579
Culture and recreation	574	-	507,088	507,662
Economic development	-	-	50,000	50,000
Debt service				
Principal	-	620,000	-	620,000
Interest and other	1,552	164,845	-	166,397
TOTAL EXPENDITURES	2,832,942	784,845	1,692,327	5,310,114
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(328,361)	25,970	(880,813)	(1,183,204)
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	47,156	-	3,343	50,499
Transfers in	316,150	39,390	770,803	1,126,343
Transfers out	(399,818)	-	(292,767)	(692,585)
TOTAL OTHER FINANCING SOURCES (USES)	(36,512)	39,390	481,379	484,257
NET CHANGE IN FUND BALANCES	(364,873)	65,360	(399,434)	(698,947)
FUND BALANCES, JANUARY 1	1,692,234	1,441,936	1,420,863	4,555,033
FUND BALANCES, DECEMBER 31	$ 1,327,361	$ 1,507,296	$ 1,021,429	$ 3,856,086

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

Amounts reported for governmental activities in the statement of activities are different because

Total net change in fund balances - governmental funds	$ (698,947)
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense.	
Capital outlays	1,208,703
Depreciation expense	(1,253,166)
Governmental funds report a gain (loss) on sale of capital assets to the extent of cash exchanged, whereas the disposition of the assets book value is included in the total gain (loss) in the statement of activities.	
Disposals	(81,742)
Accumulated depreciation on disposals	5,311
Governmental fund report projects in capital project funds. Some of the capital assets constructed in the project will be maintained from business-type activity funds. The assets are reported as a transfer from the government-activities to the business-type activities.	(228,455)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.	
Principal repayments	620,000
Amortization of bond premium	3,502
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.	(4,825)
Long-term pension activity is not reported in governmental funds.	
Pension expense	19,301
Pension revenue from state contributions	5,580
Certain revenues are recognized as soon as they are earned. Under the modified accrual basis of accounting, certain revenues cannot be recognized until they are available to liquidate liabilities of the current period.	
Property taxes	8,625
Special assessments	(106,494)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	
Compensated absences	(44,822)
Change in net position - governmental activities	$ (547,429)

The notes to the financial statements are an integral part of this statement.

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CITY OF ISANTI, MINNESOTA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Taxes	$ 1,298,306	$ 1,298,306	$ 1,357,265	$ 58,959
Licenses and permits	102,500	102,500	190,909	88,409
Intergovernmental	151,219	151,219	712,120	560,901
Charges for services	142,244	142,244	159,409	17,165
Fines and forfeitures	35,000	35,000	37,310	2,310
Investment earnings	17,942	17,942	16,767	(1,175)
Miscellaneous	30,000	30,000	30,801	801
TOTAL REVENUES	1,777,211	1,777,211	2,504,581	727,370
EXPENDITURES				
Current				
General government	540,914	550,158	529,679	20,479
Public safety	1,529,733	1,555,386	1,495,583	59,803
Public works	448,123	448,059	417,763	30,296
Culture and recreation	323,484	317,065	259,295	57,770
Economic development	11,776	11,776	11,353	423
Capital outlay	77,115	77,115	117,717	(40,602)
Debt service				
Interest and other	-	-	1,552	(1,552)
TOTAL EXPENDITURES	2,931,145	2,959,559	2,832,942	126,617
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(1,153,934)	(1,182,348)	(328,361)	853,987
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	-	-	47,156	47,156
Transfers in	316,150	316,150	316,150	-
Transfers out	(142,021)	(142,021)	(399,818)	(257,797)
TOTAL OTHER FINANCING SOURCES (USES)	174,129	174,129	(36,512)	(210,641)
NET CHANGE IN FUND BALANCES	(979,805)	(1,008,219)	(364,873)	643,346
FUND BALANCES, JANUARY 1	1,692,234	1,692,234	1,692,234	-
FUND BALANCES, DECEMBER 31	$ 712,429	$ 684,015	$ 1,327,361	$ 643,346

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601	**439, 602**	**609**	**603**	
	Water	Sewer	Liquor Store	Storm Water	Total
ASSETS					
CURRENT ASSETS					
Cash and temporary investments	$ 1,776,323	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,351,785
Cash with fiscal agent	403,445	-	-	-	403,445
Receivables					
Accrued interest	3,064	3,583	1,326	(116)	7,857
Accounts	96,772	153,304	-	25,641	275,717
Special assessments	19,177	23,295	-	7,857	50,329
Due from other governments	-	-	-	18,000	18,000
Inventories	-	-	293,517	-	293,517
Prepaid items	3,541	3,443	3,478	2,922	13,384
TOTAL CURRENT ASSETS	2,302,322	2,237,547	978,525	(104,360)	5,414,034
NONCURRENT ASSETS					
Special assessments receivable	-	44,337	-	-	44,337
Advances to other funds	9,538	48,332	-	-	57,870
Capital assets					
Land	11,078	5,000	57,159	21,000	94,237
Construction in progress	-	169,125	-	22,380	191,505
Buildings	37,156	-	337,305	-	374,461
Improvements other than buildings	-	-	268,238	-	268,238
Machinery and equipment	469,048	263,334	35,524	284,768	1,052,674
Infrastructure	14,372,709	19,749,269	-	209,772	34,331,750
Less accumulated depreciation	(3,082,703)	(5,177,496)	(379,566)	(26,281)	(8,666,046)
Total capital assets (net of accumulated depreciation)	11,807,288	15,009,232	318,660	511,639	27,646,819
TOTAL NONCURRENT ASSETS	11,816,826	15,101,901	318,660	511,639	27,749,026
TOTAL ASSETS	14,119,148	17,339,448	1,297,185	407,279	33,163,060
DEFERRED OUTFLOWS OF RESOURCES					
Deferred pension resources	12,277	14,946	15,818	3,566	46,607

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF NET POSITION - CONTINUED
PROPRIETARY FUNDS
DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601	**439, 602**	**609**	**603**	
	Water	Sewer	Liquor Store	Storm Water	Total
LIABILITIES					
CURRENT LIABILITIES					
Accounts payable	$ 22,953	$ 59,271	$ 37,289	$ 17,149	$ 136,662
Due to other governments	572	-	20,425	-	20,997
Accrued salaries payable	8,087	9,956	10,059	1,754	29,856
Accrued interest payable	48,545	7,362	-	-	55,907
Unearned revenue	-	-	168	-	168
Current portion of compensated absences payable	11,417	14,743	9,695	1,837	37,692
Current portion of bonds payable	761,000	599,554	-	-	1,360,554
TOTAL CURRENT LIABILITIES	852,574	690,886	77,636	20,740	1,641,836
NONCURRENT LIABILITIES					
Compensated absences payable	3,735	4,823	3,172	601	12,331
Pension liability	107,983	131,453	139,122	31,367	409,925
Bonds payable	5,161,056	2,009,645	-	-	7,170,701
TOTAL NONCURRENT LIABILITIES	5,272,774	2,145,921	142,294	31,968	7,592,957
TOTAL LIABILITIES	6,125,348	2,836,807	219,930	52,708	9,234,793
DEFERRED INFLOWS OF RESOURCES					
Deferred pension resources	16,987	20,679	21,886	4,934	64,486
NET POSITION					
Net investment in capital assets	6,320,232	12,572,392	318,660	511,639	19,722,923
Restricted for debt service	-	147,609	-	-	147,609
Unrestricted	1,668,858	1,776,907	752,527	(158,436)	4,039,856
TOTAL NET POSITION	$ 7,989,090	$ 14,496,908	$ 1,071,187	$ 353,203	$ 23,910,388

The notes to the financial statements are an integral part of this statement.

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CITY OF ISANTI, MINNESOTA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601	**439, 602**	**609**	**603**	
	Water	Sewer	Liquor Store	Storm Water	Total
OPERATING REVENUES					
Sales	$ -	$ -	$ 2,474,708	$ -	$ 2,474,708
Cost of sales	-	-	(1,806,637)	-	(1,806,637)
GROSS PROFIT	-	-	668,071	-	668,071
Charges for services	916,941	1,375,981	-	262,741	2,555,663
TOTAL OPERATING REVENUES	916,941	1,375,981	668,071	262,741	3,223,734
OPERATING EXPENSES					
Personnel services	222,664	271,532	267,344	52,670	814,210
Supplies	41,483	90,998	6,799	6,690	145,970
Professional services	48,403	32,472	4,211	27,040	112,126
Communications	3,189	3,024	1,569	588	8,370
Insurance	18,625	19,321	7,172	711	45,829
Utilities	43,344	83,875	13,319	3,746	144,284
Repairs and maintenance	22,760	21,582	2,495	2,962	49,799
Depreciation	370,246	460,959	14,895	20,409	866,509
Other	-	-	39,198	-	39,198
TOTAL OPERATING EXPENSES	770,714	983,763	357,002	114,816	2,226,295
OPERATING INCOME	146,227	392,218	311,069	147,925	997,439
NONOPERATING REVENUES (EXPENSES)					
Other revenues	12,460	5,515	1,210	174	19,359
Gain (loss) on sale of capital assets	(2,698)	(2,811)	-	-	(5,509)
Intergovernmental	-	-	-	18,000	18,000
Investment earnings	22,990	26,886	7,972	(416)	57,432
Interest expense and other	(180,838)	(52,948)	-	-	(233,786)
TOTAL NONOPERATING REVENUES (EXPENSES)	(148,086)	(23,358)	9,182	17,758	(144,504)
INCOME BEFORE CONTRIBUTIONS AND TRANSFERS	(1,859)	368,860	320,251	165,683	852,935
CAPITAL CONTRIBUTIONS	163,474	366,077	-	-	529,551
CAPITAL CONTRIBUTIONS - OTHER FUNDS	195,047	(104,426)	-	137,834	228,455
TRANSFERS OUT	(4,377)	(35,013)	(300,000)	(94,368)	(433,758)
CHANGE IN NET POSITION	352,285	595,498	20,251	209,149	1,177,183
NET POSITION, JANUARY 1, AS RESTATED (NOTE 7)	7,636,805	13,901,410	1,050,936	144,054	22,733,205
NET POSITION, DECEMBER 31	$ 7,989,090	$ 14,496,908	$ 1,071,187	$ 353,203	$ 23,910,388

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601	**439, 602**	**609**	**603**	
	Water	Sewer	Liquor Store	Storm Water	Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers and users	$ 919,286	$ 1,374,565	$ 2,474,708	$ 261,824	$ 5,030,383
Other receipts	12,460	5,515	1,210	174	19,359
Payments to suppliers	(158,863)	(238,661)	(1,908,383)	(35,766)	(2,341,673)
Payments to employees	(219,716)	(268,300)	(266,191)	(46,903)	(801,110)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	553,167	873,119	301,344	179,329	1,906,959
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Receipt on advance to other funds	15,942	74,144	-	-	90,086
Transfers to other funds	(4,377)	(35,013)	(300,000)	(94,368)	(433,758)
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	11,565	39,131	(300,000)	(94,368)	(343,672)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Connection fees received	150,385	176,479	-	-	326,864
Special assessments received	738	8,634	-	-	9,372
Acquisition of capital assets	(15,069)	(293,229)	(100,657)	(262,079)	(671,034)
Proceeds from sale of capital assets	9,552	9,950	-	-	19,502
Interest paid on bonds	(183,978)	(54,107)	-	-	(238,085)
Principal paid on bonds	(613,000)	(648,067)	-	-	(1,261,067)
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	(651,372)	(800,340)	(100,657)	(262,079)	(1,814,448)
CASH FLOWS FROM INVESTING ACTIVITIES					
Investment earnings	22,749	25,531	7,832	(273)	55,839
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(63,891)	137,441	(91,481)	(177,391)	(195,322)
CASH AND CASH EQUIVALENTS, JANUARY 1	2,243,659	1,916,481	771,685	18,727	4,950,552
CASH AND CASH EQUIVALENTS, DECEMBER 31	$ 2,179,768	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,755,230

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF CASH FLOWS - CONTINUED
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601 Water	**439, 602** Sewer	**609** Liquor Store	**603** Storm Water	Total
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION					
Cash and temporary investments	$ 1,776,323	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,351,785
Cash with fiscal agent	403,445	-	-	-	403,445
TOTAL CASH AND CASH EQUIVALENTS	$ 2,179,768	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,755,230
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Operating income	$ 146,227	$ 392,218	$ 311,069	$ 147,925	$ 997,439
Adjustments to reconcile operating income to net cash provided (used) by operating activities					
Depreciation	370,246	460,959	14,895	20,409	866,509
Other receipts	12,460	5,515	1,210	174	19,359
(Increase) decrease in assets					
Accounts receivable	2,345	(1,416)	-	3,498	4,427
Special assessments	-	-	-	(4,415)	(4,415)
Inventories	-	-	(17,133)	-	(17,133)
Prepaid items	(1,893)	(1,886)	(2,658)	(2,865)	(9,302)
(Increase) decrease in deferred outflows of resources					
Deferred pension resources	3,992	4,852	5,279	421	14,544
Increase (decrease) in liabilities					
Accounts payable	20,894	14,497	(7,417)	8,836	36,810
Due to other governments	(60)	-	377	-	317
Accrued salaries payable	711	915	763	265	2,654
Compensated absences payable	1,064	836	(191)	93	1,802
Unearned revenue	-	-	(152)	-	(152)
Pension liability	7,377	9,029	8,665	6,715	31,786
Increase (decrease) in deferred inflows of resources					
Deferred pension resources	(10,196)	(12,400)	(13,363)	(1,727)	(37,686)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	$ 553,167	$ 873,119	$ 301,344	$ 179,329	$ 1,906,959
SCHEDULE OF NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES					
Forgiveness of loan principal	$ -	$ 173,893	$ -	$ -	$ 173,893
Capital contributions from (to) other funds	195,047	(104,426)	-	137,834	228,455
Capital assets purchased on account	-	39,896	-	4,379	44,275
Disposal of capital assets	12,250	12,761	-	-	25,011

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUND
DECEMBER 31, 2015

	Agency **505** Escrow
ASSETS	
Cash and temporary investments	$ 72,340
Accounts receivable	6,981
TOTAL ASSETS	$ 79,321
LIABILITIES	
Accounts payable	$ 79,321

The notes to the financial statements are an integral part of this statement.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting entity

The City of Isanti, Minnesota (the City) operates under "Optional Plan A" form of government as defined in the State of Minnesota statutes. The City is governed by an elected Mayor and four-member City Council. The City Council exercises legislative authority and determines all matters of policy. The City Council appoints personnel responsible for the proper administration of all affairs relating to the City.

The City has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the primary government to impose its will on that organization or (2) the potential for the organization to provide specific benefits to, or impose specific financial burdens on the primary government. The blended component units, although legally separate entities are, in substance, part of the City's operations and so data from these units are combined with data of the City. The City has the following component unit:

Blended Component Unit. The Economic Development Authority (EDA) of the City was created pursuant to Minnesota statutes 469.090 through 469.108 to carry out economic and industrial development and redevelopment consistent with policies established by the City Council. The City has the authority to approve and modify the EDA's budget, and the City Council has the ability to veto, overrule, or modify the decisions of the EDA Board of Commissioners. The EDA is governed by a total of seven commissioners, two of which are residents and five are City Council members. The EDA activities are blended and reported as a special revenue fund due to substantively the same governing board and due to the City having operation responsibility. Separate financial statements are not issued for this component unit.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. *Governmental activities,* which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities,* which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary funds, and the fiduciary fund, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting,* as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available.

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, entitlement and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the tax is levied. Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are also recorded as unearned revenue.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The City reports the following major governmental funds:

The *General fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Debt Service funds* accounts for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the City is obligated in some manner for the payment.

The City reports the following major proprietary funds:

The *Water fund* accounts for the costs associated with the City's water system and ensure that user charges are sufficient to pay for those costs.

The *Sewer fund* accounts for the costs associated with the City's sewer system and ensure that user charges are sufficient to pay for those costs.

The *Liquor Store fund* accounts for the costs associated with the City's liquor operations.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Additionally, the City reports the following fund types:

Fiduciary fund accounts for assets held by the City in a trustee capacity or as an agent on behalf of others.

The *agency fund* is custodial in nature and does not present results of operations or have a measurement focus. Agency funds are accounted for using the modified accrual basis of accounting. This fund is used to account for assets that the City holds for others in an agency capacity.

As a general rule the effect of interfund activity has been eliminated from government-wide financial statements.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

D. Assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position/fund balance

Deposits and investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. The proprietary funds' portion in the government-wide cash and temporary investments pool is considered to be cash and cash equivalents for purposes of the statement of cash flows.

Cash balances from all funds are pooled and invested, to the extent available, in certificates of deposit and other authorized investments. Investments for the City are reported at fair value. It is the City's policy to refrain from investing in banks, savings and loan associations or credit unions whose equity to asset ratio is less than 10 percent. Earnings from such investments are allocated on the basis of applicable participation by each of the funds.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

The City may invest idle funds as authorized by Minnesota statutes, as follows:

1. Direct obligations or obligations guaranteed by the United States or its agencies.

2. Shares of investment companies registered under the Federal Investment Company Act of 1940 and received the highest credit rating, rated in one of the two highest rating categories by a statistical rating agency, and have a final maturity of thirteen months or less.

3. General obligations of a state or local government with taxing powers rated "A" or better; revenue obligations rated "AA" or better.

4. General obligations of the Minnesota Housing Finance Agency rated "A" or better.

5. Obligation of a school district with an original maturity not exceeding 13 months and (i) rated in the highest category by a national bond rating service or (ii) enrolled in the credit enhancement program pursuant to statute section 126C.55.

6. Bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System.

7. Commercial paper issued by United States banks corporations or their Canadian subsidiaries, of highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less.

8. Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.

9. Guaranteed investment contracts (GIC's) issued or guaranteed by a United States commercial bank, a domestic branch of a foreign bank, a United States insurance company, or its Canadian subsidiary, whose similar debt obligations were rated in one of the top two rating categories by a nationally recognized rating agency.

Restricted assets

Certain proceeds of the City's enterprise fund refunding bonds are classified as restricted assets on the statements of net position.

Property taxes

The City Council annually adopts a tax levy in December and certifies it to the County for collection in the following year. The County is responsible for collecting all property taxes for the City. These taxes attach an enforceable lien on taxable property within the City on January 1 and are payable by the property owners in two installments. The taxes are collected by the County Auditor and tax settlements are made to the City during January, July and December each year.

Delinquent taxes receivable include the past six years' uncollected taxes. Delinquent taxes have been offset by a deferred inflow of resources for taxes not received within 60 days after year end in the governmental fund financial statements.

Accounts receivable

Accounts receivable include amounts billed for services provided before year end. Unbilled utility enterprise fund receivables are also included for services provided in 2015. The City annually certifies delinquent water and sewer accounts to the County for collection in the following year. Therefore, there has been no allowance for doubtful accounts established.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Special assessments

Special assessments represent the financing for public improvements paid for by benefiting property owners. These assessments are recorded as receivables upon certification to the County. Special assessments are recognized as revenue when they are received in cash or within 60 days after year end. All special assessments receivable are offset by a deferred inflow of resources in the governmental fund financial statements.

Interfund receivables and payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Inventories and prepaid items

Inventories are valued at lower of cost or market, using the first-in, first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year.

In the case of initial capitalization of general infrastructure assets (i.e., those reported by governmental activities) the City chose to include items dating back to June 30, 1980. The City was able to estimate the historical cost for the initial reporting of these assets through backtrending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price-level index to deflate the cost to the acquisition year or estimated acquisition year). As the City constructs or acquires capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or extend its useful life beyond the original estimate. In the case of donations the City values these capital assets at the estimated fair value of the item at the date of its donation.

Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Useful Lives in Years
Buildings and structures	40
Infrastructure	10 to 50
Furniture and equipment	3 to 20
Improvements other than buildings	10 to 20

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Deferred outflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has only one item that qualifies for reporting in this category. Accordingly, the item, deferred pension resources, is reported only in the statements of net position. This item results from actuarial calculations and current year pension contributions made subsequent to the measurement date.

Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA except that PERA's fiscal year end is June 30. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated absences

It is the City's policy to permit employees to accumulate a limited amount of earned but unused vacation, which is paid to the employee upon separation. A portion of unused sick leave may also be paid upon separation from City service. In governmental fund types the cost of these benefits is recognized when payments are made to the employees. The General fund is typically used to liquidate governmental compensated absences payable.

Long-term obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. The recognition of bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as an expense in the period incurred.

In the fund financial statements, governmental fund types recognized bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred inflows of resources

In addition to liabilities, the statement of financial position and fund financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three types of items, *unavailable revenue* and *resources received in advance,* and *deferred pension resources.*

- *Unavailable revenue* arises only under a modified accrual basis of accounting that qualifies as needing to be reported in this category. Accordingly, the item, *unavailable revenue,* is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.
- *Resources received in advance* is reported in both the governmental fund financial statements and within the government-wide financial statements. This item is reported for amounts that have been received before time requirements are met, but after all other eligibility requirements have been met.
- *Deferred pension resources* is reported only in the statements of net position and results from actuarial calculations.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fund balance

In the fund financial statements, fund balance is divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of resources reported in the governmental funds. These classifications are defined as follows:

Nonspendable - Amounts that cannot be spent because they are not in spendable form, such as prepaid items.

Restricted - Amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

Committed - Amounts constrained for specific purposes that are internally imposed by formal action (resolution) of the City Council, which is the City's highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the City Council modifies or rescinds the commitment by resolution.

Assigned - Amounts constrained for specific purposes that are internally imposed. In governmental funds other than the General fund, assigned fund balance represents all remaining amounts that are not classified as nonspendable and are neither restricted nor committed. In the General fund, assigned amounts represent intended uses established by the City Council itself or by an official to which the governing body delegates the authority. The City Council has adopted a fund balance policy which delegates the authority to assign amounts for specific purposes to the Finance Committee.

Unassigned - The residual classification for the General fund and also negative residual amounts in other funds.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made. The City has formally adopted a fund balance policy for the General fund. The City's policy is to maintain a minimum unassigned fund balance of 50 percent of the following year's budgeted expenditures and transfers out.

Net position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net position is displayed in three components:

a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation reduced by any outstanding debt attributable to acquire capital assets.

b. Restricted net position - Consists of net position balances restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

c. Unrestricted net position - All other net position balances that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Note 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Budgetary information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for the following funds:

- General
- Economic Development Authority
- Water
- Sewer
- Storm Water
- Liquor

All annual appropriations lapse at year end. The City does not use encumbrance accounting.

In May of each year, all departments of the City submit requests for appropriations to the City Administrator so that a budget may be prepared. Before September 30th, the proposed budget is presented to the City Council for review. The City Council holds public hearings and a final budget is prepared and adopted in early December.

The appropriated budget is prepared by fund, function and department. The City's department heads may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the City Council. The legal level of budgetary control is the department level. The original budget was amended in 2015 to increase expenditures $28,414 for a total budgeted decrease in fund balance of $1,008,219.

B. Deficit fund equity

The following funds had deficit fund equity at December 31, 2015.

Fund	Amount
Nonmajor	
Economic Development Authority	$ 251
2013 Railroad Avenue & Walk Improvements	561,065
BMX & Bluebird Improvements	146,872
Public Works 2014 Site Improvements	5,711
City Parking Improvements	50,410

These deficits will be eliminated with future state aid, franchise taxes, and transfers from other funds.

Note 3: DETAILED NOTES ON ALL FUNDS

A. Deposits and investments

Deposits

Custodial credit risk for deposits and investments is the risk that in the event of a bank failure, the City's deposits and investments may not be returned or the City will not be able to recover collateral securities in the possession of an outside party. In accordance with Minnesota statutes and as authorized by the City Council, the City maintains deposits at those depository banks, all of which are members of the Federal Reserve System.

Minnesota statutes require that all City deposits be protected by insurance, surety bond or collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by insurance, bonds, or irrevocable standby letters of credit from Federal Home Loan Banks. Authorized collateral in lieu of a corporate surety bond includes:

- United States government Treasury bills, Treasury notes, Treasury bonds;
- Issues of United States government agencies and instrumentalities as quoted by a recognized industry quotation service available to the government entity;
- General obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;
- General obligation securities of a local government with taxing powers may be pledged as collateral against funds deposited by that same local government entity;
- Irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc., or Standard & Poor's Corporation; and
- Time deposits that are fully insured by any federal agency.

Minnesota statutes require that all collateral shall be placed in safekeeping in a restricted account at a Federal Reserve Bank, or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The selection should be approved by the City.

At year end, the City's carrying amount of deposits was $2,979,135 and the bank balance was $3,127,179. Of the bank balance, $358,990 was covered by federal depository insurance and $2,031 was covered by the national credit union share insurance fund. The remaining balance was covered by collateral held by the City's agent in the City's name.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

Investments

The investments of the City are subject to the following risks:

- *Credit Risk* is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Ratings provided by various credit rating agencies where applicable indicate associated credit risk. The City's investments in Government Agencies are fully backed by the U.S. Government and are rated AAA.

- *Custodial Credit Risk* for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. The City limits its exposure to custodial credit risk by purchasing insured or registered investments.

- *Interest Rate Risk* is the risk that changes in interest rates will adversely affect the fair value of an investment. Using the segmented time distribution method, the interest rate risk of these investments ranges from less than 6 months to more than 3 years.

- *Concentration of Credit Risk* is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City places no limit on the amount that may be invested in any one issuer. The City has invested more than 5 percent of investments in the following issuers: Federal Home Loan Bank System – 12.7 percent, U.S. Treasury Securities – 6.9 percent.

At year end, the City's investment balances were as follows:

Types of Investments	Credit Quality/ Ratings (1)	Segmented Time Distribution (2)	Fair Value and Carrying Amount
Pooled investments			
Broker Money Markets	N/A	less than 6 months	$ 1,012,428
Non-pooled investments			
Negotiable CDs	N/A	6 months to 1 year	250,000
Negotiable CDs	N/A	1 to 3 years	1,527,000
Negotiable CDs	N/A	more than 3 years	1,460,851
U.S. Treasury Securities	AAA	1 to 3 years	403,445
U.S. Government Agency Securities	AAA	more than 3 years	1,194,078
Total non-pooled investments			4,835,374
Total investments			$ 5,847,802

(1) Ratings are provided by various credit rating agencies where applicable to indicate associated credit risk.
(2) Interest rate risk is disclosed using the segmented time distribution method.
N/A Indicates not applicable or available.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

A reconciliation of cash and investments as shown on the statement of net position for the City follows:

	Primary Government	Agency Fund	Totals
Carrying amount of deposits	$ 2,906,795	$ 72,340	$ 2,979,135
Investments	5,847,802	-	5,847,802
Cash on hand	3,224	-	3,224
Total	$ 8,757,821	$ 72,340	$ 8,830,161
Cash and temporary investments			
Unrestricted	$ 8,354,376	$ 72,340	$ 8,426,716
Cash with fiscal agent	403,445	-	403,445
Total	$ 8,757,821	$ 72,340	$ 8,830,161

B. Loans receivables

In 2008, the City's Revolving Loan fund loaned $194,000 to EverCat Fuels for 10 years at 3 percent interest. The monthly payment is $1,873 with the final payment being due in 2018. The loan was originated through the Minnesota Investment Fund and the City has agreed to remit 80 percent of the loan received back to the state. As of December 31, 2015, the loan receivable was $62,703.

In 2011, the City's Revolving Loan fund loaned $50,000 to H.M. Chris, LLC for 10 years at 3 percent interest. The monthly payment is $529. As of December 31, 2015, the loan receivable was $31,691.

In 2012, the City's Revolving Loan fund loaned $22,500 to K & D Investments for 10 years at 3 percent interest. The monthly payment is $298. As of December 31, 2015, the loan receivable was $12,088.

In 2013, the City's Revolving Loan fund loaned $25,000 to JAC Properties for 7 years at 3 percent interest. The monthly payment is $331. As of December 31, 2015, the loan receivable was $17,821.

In 2013, the City's Revolving Loan fund loaned $25,000 to the Isanti Parkway Center for 7 years at 3 percent interest. The monthly payment is $331. As of December 31, 2015, the loan receivable was $16,744.

In 2015, the City's Revolving Loan fund loaned $17,500 to Mom's Food Co-op Inc. for 5 years at 3 percent interest. The monthly payment is $315. As of December 31, 2015, the loan receivable was $14,484.

In 2015, the City's Revolving Loan fund loaned $427,000 to Mom's Food Co-op Inc. for 7 years at zero percent interest. The monthly payment is $321. As of December 31, 2015, the loan receivable was $427,000.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

C. Interfund receivables, payables and transfers

The Sewer enterprise fund loaned the Municipal Expansion fund $450,000 in 2005 to provide for future costs associated with a new City hall. In 2008, the Sewer enterprise fund loaned another $53,527 to the Municipal Expansion fund. The loan is interest free, is due in 2015, and budgeted payments will be made each year. The loan was paid off in 2015.

In 2009, the Sewer enterprise fund advanced funds to the General fund to cover the City portion of the 2009 Street Improvements. Future General fund property tax levies will be utilized to repay the advance. Repayments will include interest of 3.25 percent. An additional $23,274 was borrowed between the funds in 2010. The outstanding balance at December 31, 2015 is $38,794.

In 2011, the Water and Sewer enterprise funds each loaned $15,897 to the General fund to cover the City portion of the Deer Haven Improvements. General fund property tax levies will be utilized to repay these advances. Repayments are interest free. The outstanding balance at December 31, 2015 is $19,076.

In 2013, General fund loaned $11,459 to the Technology fund to cover costs associated with technology expenses. The loan is interest free, is due in 2016, and budgeted payments will be made each year. The outstanding balance at December 31, 2015 is $3,820.

In 2013, the General fund loaned $87,145 and the Water and Sewer enterprise funds each loaned $43,573 to the 2013 Railroad Ave and Walk Improvement fund to cover the City portion of the 2013 Railroad Avenue and Walk Improvement project. Future Minnesota State Construction Aid will be utilized to repay these advances. Repayments are interest free. The loan was paid off in 2015.

Interfund transfers

The following interfund transfers were made during 2015:

	Transfer in			
Fund	General	Debt Service	Nonmajor Governmental	Total
Transfer out				
General	$ -	$ -	$ 399,818	$ 399,818
Nonmajor Governmental	16,150	-	276,617	292,767
Water	-	4,377	-	4,377
Sewer	-	35,013	-	35,013
Liquor Store	300,000	-	-	300,000
Nonmajor Enterprise - Storm Water	-	-	94,368	94,368
Total transfers in	$ 316,150	$ 39,390	$ 770,803	$1,126,343

During the year, transfers are used to 1) move General fund resources to other funds to cover interfund loan payments, 2) move General fund resources to provide an annual contribution for economic development, 3) transfer water and sewer resources to cover a portion of debt payments and 4) move liquor store resources to the General fund for operations. Further, during the year ended December 31, 2015, the City made the following one-time transfers:

1) Transfers of $228,172, $276,617 and $94,368 from the General fund, nonmajor governmental funds and the Storm Water fund, respectively, to various nonmajor governemental funds to provide funding for 2015 capital improvement projects.

2) The General fund transferred $29,627 to the nonmajor governmental funds to pay off an interfund loan.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

D. Capital assets

Capital asset activity for the year ended December 31, 2015 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities				
Capital assets not being depreciated				
Land	$ 2,455,666	$ 19,000	$ (50,400)	$ 2,424,266
Construction in progress	3,276,333	782,047	(3,994,773)	63,607
Total capital assets not being depreciated	5,731,999	801,047	(4,045,173)	2,487,873
Capital assets, being depreciated				
Land improvements	440,300	-	-	440,300
Buildings	3,128,592	2,460,482	(31,342)	5,557,732
Infrastructure	20,867,619	1,677,822	-	22,545,441
Machinery and equipment	1,310,082	7,958	-	1,318,040
Vehicles	273,163	27,712	-	300,875
Total capital assets being depreciated	26,019,756	4,173,974	(31,342)	30,162,388
Less accumulated depreciation for				
Land improvements	(422,452)	(5,896)	-	(428,348)
Buildings	(1,456,359)	(85,719)	5,311	(1,536,767)
Infrastructure	(8,110,715)	(1,061,621)	-	(9,172,336)
Machinery and equipment	(704,906)	(76,766)	-	(781,672)
Vehicles	(210,070)	(23,164)	-	(233,234)
Total accumulated depreciation	(10,904,502)	(1,253,166)	5,311	(12,152,357)
Total capital assets being depreciated, net	15,115,254	2,920,808	(26,031)	18,010,031
Governmental activities capital assets, net	$ 20,847,253	$ 3,721,855	$ (4,071,204)	$ 20,497,904

Depreciation expense was charged to functions of the governmental activities as follows:

General government	$ 65,548
Public safety	27,361
Public works	1,032,596
Culture and recreation	127,661
Total depreciation expense - governmental activities	$ 1,253,166

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities				
Capital assets not being depreciated				
Land	$ 73,237	$ 21,000	$ -	$ 94,237
Construction in progress	618,795	266,568	(693,858)	191,505
Total capital assets not being depreciated	692,032	287,568	(693,858)	285,742
Capital assets being depreciated				
Land improvements	176,663	91,575	-	268,238
Buildings	367,418	37,156	(30,113)	374,461
Infrastructure	33,572,662	759,088	-	34,331,750
Machinery and equipment	695,369	423,473	(109,281)	1,009,561
Vehicles	24,339	18,774	-	43,113
Total capital assets being depreciated	34,836,451	1,330,066	(139,394)	36,027,123
Less accumulated depreciation for				
Land improvements	(175,999)	-	-	(175,999)
Buildings	(166,327)	(15,617)	5,102	(176,842)
Infrastructure	(7,067,832)	(789,106)	-	(7,856,938)
Machinery and equipment	(483,624)	(59,552)	109,281	(433,895)
Vehicles	(20,138)	(2,234)	-	(22,372)
Total accumulated depreciation	(7,913,920)	(866,509)	114,383	(8,666,046)
Total capital assets being depreciated, net	26,922,531	463,557	(25,011)	27,361,077
Business-type activities capital assets, net	$ 27,614,563	$ 751,125	$ (718,869)	$ 27,646,819

Depreciation expense was charged to programs of the business-type activities as follows:

Water	$ 370,246
Sewer	460,959
Storm water	20,409
Liquor store	14,895
Total depreciation expense - business-type activities	$ 866,509

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

Construction commitments

As of December 31, 2015, the City has a signed contract in place for the following construction projects. The following summarizes those commitments:

Project	Spent-to-Date	Remaining Commitment
Railroad Avenue Pond	$ 2,803	$ 91,319

E. Long-term debt

General obligation (G.O.) bonds

The City issues G.O. bonds to provide funds for the acquisition and construction of major capital facilities. G.O. bonds have been issued for both general government and business-type activities. These bonds are reported in the proprietary funds if they are expected to be repaid from proprietary fund revenues. In addition, bonds have been issued to refund G.O. bonds.

G.O. bonds are direct obligations and pledge the full faith and credit of the government. G.O. bonds currently outstanding are as follows:

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Tax Abatement Bonds, Series 2014A	$ 2,560,000	0.50-2.50 %	10/01/14	02/01/30	$ 2,560,000
G.O. Bonds, Series 2014B	1,420,000	0.50-2.50	10/01/14	02/01/24	390,000
Total G.O. bonds					$ 2,950,000

Annual debt service requirements to maturity for the G.O. bonds are as follows:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2016	$ 170,000	$ 69,093	$ 239,093
2017	195,000	66,003	261,003
2018	195,000	62,573	257,573
2019	200,000	59,013	259,013
2020	205,000	55,266	260,266
2021-2025	1,025,000	210,526	1,235,526
2026-2030	960,000	79,981	1,039,981
Total	$ 2,950,000	$ 602,455	$ 3,552,455

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

G.O. revenue bonds

The following bonds were issued to finance capital improvements in the enterprise funds. They will be repaid from future net revenues pledged from the Water and Sewer funds and are backed by the taxing power of the City. Annual principal and interest payments on the bonds and enterprise G.O. improvement bonds are expected to require over 87 and 51 percent of net revenues from the Water and Sewer funds, respectively. Principal and interest paid for 2015 and total customer net revenues for the Water fund were $796,978 and $916,941, respectively. Principal and interest paid for 2015 and total customer net revenues for the Sewer fund were $702,174 and $1,375,981 respectively.

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
MPFA - Sewer Revenue Bonds, Series 1996B	$ 4,682,145	2.63 %	12/21/96	08/20/17	$ 517,524
MPFA - Sewer Revenue Bonds, Series 1996A	3,477,855	-	10/17/96	08/20/18	521,675
MPFA - Water Revenue Bonds, Series 2007A	965,000	2.63	07/10/08	08/20/26	620,000
MPFA - Water Revenue Bonds, Series 2008	4,975,427	3.04	10/07/08	08/20/28	3,676,056
G.O. Water Revenue Bonds, Series 2008B	570,000	3.25-5.25	12/23/08	12/01/16	425,000
G.O. Crossover Refunding Bonds, Series 2009A	510,000	1.75-3.50	02/26/09	12/01/19	215,000
G.O. Utility Revenue Bonds, Series 2010A	835,000	2.00-3.70	07/01/10	12/01/24	525,000
MPFA - Water Revenue Bonds, Series 2011	479,047	1.533	11/23/11	08/20/31	566,000
G.O. Utility Revenue Bonds, Series 2014B	1,030,000	0.50-2.50	10/01/14	02/01/25	1,030,000
Total G.O. revenue bonds					$ 8,096,255

- The 1996A Bonds are forgivable due to provisions of an agreement with the State of Minnesota. The forgiveness is recognized annually as each installment is due. The total forgiven in 2015 was $173,893.

Annual debt service requirements to maturity for the G.O. revenue bonds are as follows:

Year Ending December 31,	Business-type Activities		
	Principal	Interest	Total
2016	$ 1,360,554	$ 209,752	$ 1,570,306
2017	965,755	170,098	1,135,853
2018	716,890	151,569	868,459
2019	553,000	137,487	690,487
2020	508,000	122,704	630,704
2021-2025	2,721,000	396,459	3,117,459
2026-2030	1,232,056	73,587	1,305,643
2031	39,000	598	39,598
Total	$ 8,096,255	$ 1,262,254	$ 9,358,509

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

G.O. improvement (special assessment) bonds

The following bonds were issued to finance various improvements and will be repaid from special assessments levied on the properties benefiting from the improvements and/or ad valorem tax levies. All special assessment debt is backed by the full faith and credit of the City. Each year the combined assessment and tax levy equals 105 percent of the amount required for debt service. The excess of 5 percent is to cover any delinquencies in tax or assessment payments. The business-type bonds will be repaid from special assessments and future net revenues pledged from the Water and Sewer funds and are backed by the taxing power of the City.

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Improvement Bonds, Series 2006A	$ 2,355,000	4.00-4.10 %	07/11/06	01/01/17	$ 285,000
G.O. Improvement Bonds, Series 2008A	1,275,000	2.50-4.25	12/23/08	12/01/18	400,000
G.O. Crossover Refunding Bonds, Series 2009A	610,000	1.75-3.10	02/26/09	12/01/17	165,000
G.O. Improvement Refunding Bonds, Series 2010B	1,825,000	2.00-3.20	12/01/10	12/01/21	1,335,000
G.O. Improvement Bonds, Series 2011A	790,000	0.60-2.70	09/29/11	02/01/22	575,000
G.O. Refunding Bonds, Series 2013A	2,160,000	0.35-2.50	02/01/13	12/01/28	435,000
Total G.O. improvement bonds					$ 3,195,000

Annual debt service requirements to maturity for the G.O. improvement bonds are as follows:

Year Ending December 31,	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2016	$ 650,000	$ 82,704	$ 732,704	$ -	$ 7,990	$ 7,990
2017	375,000	60,668	435,668	35,000	7,990	42,990
2018	365,000	49,053	414,053	30,000	7,640	37,640
2019	370,000	38,753	408,753	35,000	7,340	42,340
2020	450,000	28,631	478,631	35,000	6,990	41,990
2020-2024	550,000	16,791	566,791	180,000	25,815	205,815
2025-2028	-	-	-	120,000	6,000	126,000
Total	$ 2,760,000	$ 276,600	$ 3,036,600	$ 435,000	$ 69,765	$ 504,765

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

Changes in long-term liabilities

Long-term liability activity for the year ended December 31, 2015 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable					
General obligation bonds	$ 2,950,000	$ -	$ -	$ 2,950,000	$ 170,000
G.O. improvement bonds	3,380,000	-	(620,000)	2,760,000	650,000
Unamortized premium on bonds	53,167	-	(3,502)	49,665	-
Total bonds payable	6,383,167	-	(623,502)	5,759,665	820,000
Pension liability					
GERF	-	745,706 *	(20,659)	725,047	-
PEPFF	-	749,900 *	(45,435)	704,465	-
Compensated absences payable	194,920	220,000	(175,178)	239,742	180,646
Governmental activities long-term liabilities	$ 6,578,087	$ 1,715,606	$ (864,774)	$ 7,428,919	$ 1,000,646
Business-type activities					
Bonds payable					
G.O. revenue bonds	$ 8,951,215	$ -	$ (854,960)	$ 8,096,255	$ 1,360,554
G.O. improvement bonds	1,015,000	-	(580,000)	435,000	-
Total bonds payable	9,966,215	-	(1,434,960)	8,531,255	1,360,554
Pension liability					
GERF	-	421,649 *	(11,724)	409,925	-
Compensated absences payable	48,221	45,139	(43,337)	50,023	37,692
Business-type activities long-term liabilities	$ 10,014,436	$ 466,788	$ (1,490,021)	$ 8,991,203	$ 1,398,246

* Includes January 1, 2015 pension liability balance related to GASB Statement No. 68 implementation. See Note 7 for further details.

Conduit debt

The City has issued industrial revenue notes to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payment received on the underlying loans. Upon repayment of the notes, ownership of the acquired facilities transfers to the private sector entity served by the note issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the notes. Accordingly, the notes are not reported as liabilities in the accompanying financial statements.

As of December 31, 2015, there was one issue of industrial revenue notes outstanding, with a principal amount payable of $88,224.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

F. Components of fund balance

At December 31, 2015, portions of the City's fund balance are not available for appropriation due to not being in spendable form (Nonspendable), legal restrictions (Restricted), City Council action (Committed), policy and/or intent (Assigned). The following is a summary of the components of fund balance:

	General	Debt Service	BMX & Bluebird Improvements	Other Governmental Funds	Total Governmental Funds
Nonspendable					
Prepaid items	$ 16,873	$ -	$ -	$ 1,479	$ 18,352
Restricted for					
Debt service	$ -	$ 1,507,296	$ -	$ -	$ 1,507,296
Park improvements	-	-	-	14,018	14,018
Public safety	-	-	-	7,679	7,679
Community center improvements	-	-	-	10,000	10,000
Economic development	-	-	-	746,631	746,631
Total restricted	$ -	$ 1,507,296	$ -	$ 778,328	$ 2,285,624
Committed to					
Capital projects	$ -	$ -	$ -	$ 989,856	$ 989,856
Culture and recreation	-	-	-	2,681	2,681
Economic development	-	-	-	5,946	5,946
City technology improvements	-	-	-	4,562	4,562
Total committed	$ -	$ -	$ -	$ 1,003,045	$ 1,003,045
Assigned to					
Park improvements	$ -	$ -	$ -	$ 4,365	$ 4,365

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE

A. Plan description

The City participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA's defined benefit pension plans are established and administered in accordance with Minnesota statutes, chapters 353 and 356. PERA's defined benefit pension plans are tax qualified plans under Section 401 (a) of the Internal Revenue Code.

General Employees Retirement Fund (GERF)

All full-time and certain part-time employees of the City, are covered by the General Employees Retirement Fund (GERF). GERF members belong to either the Coordinated Plan or the Basic Plan. Coordinated Plan members are covered by Social Security and Basic Plan members are not. The Basic Plan was closed to new members in 1967. All new members must participate in the Coordinated Plan.

Public Employees Police and Fire Fund (PEPFF)

The PEPFF, originally established for police officers and firefighters not covered by a local relief association, now covers all police officers and firefighters hired since 1980. Effective July 1, 1999, the PEPFF also covers police officers and firefighters belonging to a local relief association that elected to merge with and transfer assets and administration to PERA.

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

B. Benefits provided

PERA provides retirement, disability and death benefits. Benefit provisions are established by Minnesota statute and can only be modified by the state legislature.

Benefit increases are provided to benefit recipients each January. Increases are related to the funding ratio of the plan. Members in plans that are at least 90 percent funded for two consecutive years are given 2.5 percent increases. Members in plans that have not exceeded 90 percent funded, or have fallen below 80 percent, are given 1 percent increases.

The benefit provisions stated in the following paragraphs of this section are current provisions and apply to active plan participants. Vested, terminated employees who are entitled to benefits but are not receiving them yet are bound by the provisions in effect at the time they last terminated their public service.

GERF benefits

Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for PERA's Coordinated and Basic Plan members. The retiring member receives the higher of a step-rate benefit accrual formula (Method 1) or a level accrual formula (Method 2). Under Method 1, the annuity accrual rate for a Basic Plan member is 2.2 percent of average salary for each of the first ten years of service and 2.7 percent for each remaining year. The annuity accrual rate for a Coordinated Plan member is 1.2 percent of average salary for each of the first ten years and 1.7 percent for each remaining year. Under Method 2, the annuity accrual rate is 2.7 percent of average salary for Basic Plan members and 1.7 percent for Coordinated Plan members for each year of service. For members hired prior to July 1, 1989, a full annuity is available when age plus years of service equal 90 and normal retirement age is 65. For members hired on or after July 1, 1989, normal retirement age is the age for unreduced Social Security benefits capped at 66.

PEPFF benefits

Benefits for the PEPFF members first hired after June 30, 2010, but before July 1, 2014, vest on a prorated basis from 50 percent after five years up to 100 percent after ten years of credited service. Benefits for PEPFF members first hired after June 30, 2014, vest on a prorated basis from 50 percent after ten years up to 100 percent after twenty years of credited service. The annuity accrual rate is 3 percent of average salary for each year of service.

For PEPFF who were first hired prior to July 1, 1989, a full annuity is available when age plus years of service equal at least 90.

C. Contributions

Minnesota statutes, chapter 353 sets the rates for employer and employee contributions. Contribution rates can only be modified by the state legislature.

GERF contributions

Basic Plan members and Coordinated Plan members were required to contribute 9.10 percent and 6.50 percent, respectively, of their annual covered salary in calendar year 2015. The City was required to contribute 11.78 percent of pay for Basic Plan members and 7.50 percent for Coordinated Plan members in calendar year 2015. The City's contributions to the GERF for the years ending December 31, 2015, 2014 and 2013 were $97,034, $90,186 and $79,524, respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

PEPFF contributions

Plan members were required to contribute 10.8 percent of their annual covered salary in calendar year 2015. The City was required to contribute 16.20 percent of pay for PEPFF members in calendar year 2015. The City's contributions to the PEPFF for the years ending December 31, 2015, 2014 and 2013 were $98,214, $83,216 and $80,911, respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

D. Pension costs

GERF pension costs

At December 31, 2015, the City reported a liability of $1,134,972 for its proportionate share of the GERF's net pension liability. The net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2014 through June 30, 2015 relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2015, the City's proportionate share was 0.0219 percent which was a decrease of 0.0005 percent from its proportion measured as of June 30, 2014.

For the year ended December 31, 2015, the City recognized pension expense of $115,115 for its proportionate share of GERF's pension expense.

At December 31, 2015, the City reported its proportionate share of GERF's deferred outflows of resources and deferred inflows of resources, and its contributions subsequent to the measurement date, from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 10,766	$ 57,222
Changes in actuarial assumptions	70,441	-
Net difference between projected and actual earnings on plan investments	-	101,034
Changes in proportion	-	20,289
Contributions to GERF subsequent to the measurement date	47,837	-
Total	$ 129,044	$ 178,545

Deferred outflows of resources totaling $47,837 related to pensions resulting from the City's contributions to GERF subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2016. Other amounts reported as deferred outflows and inflows of resources related to GERF pensions will be recognized in pension expense as follows:

2016	$ (27,864)
2017	(27,864)
2018	(68,468)
2019	26,858

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

PEPFF pension costs

At December 31, 2015, the City reported a liability of $704,465 for its proportionate share of the PEPFF's net pension liability. The net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2014 through June 30, 2015 relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2015, the City's proportionate share was 0.0620 percent which was a decrease of 0.001 percent from its proportion measured as of June 30, 2014.

For the year ended December 31, 2015, the City recognized pension expense of $69,474 for its proportionate share of PEPFF's pension expense. The City also recognized $5,580 for the year ended December 31, 2015, as pension revenue for its proportionate share of the State of Minnesota's on-behalf contributions to the PEPFF. Legislation passed in 2013 required the State of Minnesota to begin contributing $9 million to the PEPFF each year, starting in fiscal year 2014.

At December 31, 2015, the City reported its proportionate share of PEPFF's deferred outflows of resources and deferred inflows of resources, and its contributions subsequent to the measurement date, from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 762	$ 114,241
Changes in actuarial assumptions	133,884	-
Net difference between projected and actual earnings on plan investments	-	125,071
Changes in proportion	-	11,178
Contributions to PEPFF subsequent to the measurement date	52,587	-
Total	$ 187,233	$ 250,490

Deferred outflows of resources totaling $52,587 related to pensions resulting from the City's contributions to PEPFF subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2016. Other amounts reported as deferred outflows and inflows of resources related to GERF pensions will be recognized in pension expense as follows:

2016	$ (43,342)
2017	(43,342)
2018	(43,342)
2019	39,262
2020	(25,080)

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

E. Actuarial assumptions

The total pension liability in the June 30, 2015 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.75% per year
Active member payroll growth	3.50% per year
Investment rate of return	7.90%

Salary increases were based on a service-related table. Mortality rates for active members, retirees, survivors and disabilitants were based on RP-2000 tables for males or females, as appropriate, with slight adjustments. Cost of living benefit increases for retirees are assumed to be: 1 percent effective every January 1st until 2034, then 2.5 percent for GERF and PEPFF.

Actuarial assumptions used in the June 30, 2015 valuation were based on the results of actuarial experience studies. The experience study in the GERF was for the period July 1, 2004 through June 30, 2008, with an update of economic assumptions in 2014. The experience study for PEPFF was for the period July 1, 2004, through June 30, 2009.

There were no changes in actuarial assumptions in 2015.

The long-term expected rate of return on pension plan investments is 7.9 percent. The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness of the long-term expected rate of return on a regular basis using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Domestic stocks	45.00 %	5.50 %
International stocks	15.00	6.00
Bonds	18.00	1.45
Alternative assets	20.00	6.40
Cash	2.00	0.50
Total	100.00 %	

F. Discount rate

The discount rate used to measure the total pension liability was 7.9 percent. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, each of the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

G. Pension liability sensitivity

The following presents the City's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	City Proportionate Share of NPL		
	1 Percent Decrease (6.90%)	Current (7.90%)	1 Percent Increase (8.90%)
GERF	$ 1,784,579	$ 1,134,972	$ 598,496
PEPFF	1,373,010	704,465	152,131

H. Pension plan fiduciary net position

Detailed information about each defined benefit pension plan's fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org; by writing to PERA at 60 Empire Drive #200, St. Paul, Minnesota, 55103-2088; or by calling (651) 296-7460 or (800) 652-9026.

Note 5: OTHER INFORMATION

A. Legal debt margin

In accordance with Minnesota statutes, the City may not incur or be subject to net debt in excess of three percent of the estimated market value of taxable property within the City. Net debt is payable solely from ad valorem taxes and, therefore, excludes debt financed partially or entirely by special assessments, enterprise fund revenues, or tax increments. As of December 31, 2015, the market value of property within the City is $269,093,600 for an allowable margin of $8,072,808. There is $2,950,000 of outstanding debt at year end that is applied against the statutory debt limit.

B. Risk management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the City carries insurance. The City obtains insurance through participation in the League of Minnesota Cities Insurance Trust (LMCIT), which is a risk sharing pool with approximately 800 other governmental units. The City pays an annual premium to LMCIT for its workers compensation and property and casualty insurance. The LMCIT is self-sustaining through member premiums and will reinsure for claims above a prescribed dollar amount for each insurance event. Settled claims have not exceeded the City's coverage in any of the past three fiscal years.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities, if any, include an amount for claims that have been incurred but not reported (IBNRs). The City's management is not aware of any incurred but not reported claims.

Note 5: OTHER INFORMATION - CONTINUED

C. Isanti Area Joint Operating Fire Board District

In October of 2002, the City and the towns of Athens, Bradford, Isanti, Oxford, Spencer Brook and Stanford, entered a joint powers agreement to acquire and pay for new fire department substations in the townships. The City shall deposit in advance quarterly contributions with the treasurer of the Isanti Area Joint Operating Fire fund. The amount of the quarterly contributions to the fund shall be according to the proportions established in the fire protection contract. Upon termination of the agreement, any real property or buildings owned by the Board shall become the sole property of the City or Township in which the property lies. The City contributed $180,256 to the Board in 2015. The City's equity interest and its share of the net income (loss) of the District is not measurable and it is not explicit; therefore, no equity interest is reported in the government-wide financial statements.

D. Cambridge-Isanti Bike-Walk Trail

On September 8, 2008, the City entered into a joint and cooperative agreement with Isanti County, Isanti Township, and the City of Cambridge for the construction, operation, and maintenance of a bike-walk trail that connects the cities of Cambridge and Isanti. The trail was constructed with Federal and State grants received by Isanti County and the City of Cambridge. Isanti is responsible for maintaining and operating the part of the trail lying south of the centerline of the right of way of 301st Avenue. The agreement will terminate after 20 years. The City contributed $10,840 to the cooperative during 2015.

E. North Trunk Highway 65 Corridor Coalition

On September 19, 2006, the City of Isanti joined the North Trunk Highway 65 Corridor Coalition. The Coalition consists of cities, counties, and towns from Highway 10 in Blaine to the northern reaches of Kanabec County. The agreement states that the City must support the preservation and upgrade of the corridor to meet future transportation needs for various modes including, but not limited to, highway improvements, bus improvements, commuter, freight rail, multi-use paths, and Intelligent Transportation Systems (ITS). The City paid dues of $250 to the Coalition during 2015.

F. Minnesota Department of Transportation Partnership Agreement

On June 3, 2008, the City entered into a partnership agreement with the Minnesota Department of Transportation to undertake collaborative efforts for the design, construction, maintenance, and operation of state and local roads. The agreement allows both parties to write work orders against a master contract without prior City Council consent to ensure the greatest speed and flexibility in responding to identified needs. This agreement was renewed by the City Council on December 18, 2012 and will remain in effect for five years.

Note 6: COMMITMENTS AND CONTINGENCIES

A. Concentrations

The City receives a significant amount of its annual General fund revenue from the State of Minnesota from the Local Government Aid (LGA). The amount received in 2015 was $571,231 for LGA. This accounted for 23 percent of General fund revenues.

B. Tax increment districts

The City's tax increment districts are subject to review by the State of Minnesota Office of the State Auditor (OSA). Any disallowed claims or misuse of tax increments could become a liability of the applicable fund. Management has indicated that they are not aware of any instances of noncompliance which would have a material effect on the financial statements.

Note 7: CHANGE IN ACCOUNTING STANDARDS

During 2015, the City implemented several new accounting pronouncements issued by the Governmental Accounting Standards Board (GASB), including Statement No. 68, *Accounting and Financial Reporting for Pensions - an Amendment of GASB Statement No. 27* and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date - an Amendment of GASB Statement No. 68,* for the year ended December 31, 2015. These standards required a retroactive implementation which resulted in the restatement of beginning balances in the December 31, 2014 financial statements. Changes related to these standards are reflected in the financial statements and schedules and related disclosures are included in Note 4.

As a result of the restatement of beginning balances, the following schedule reconciles the previously reported December 31, 2014 balances to the December 31, 2015 financial statements:

	December 31, 2015		
Fund	Net Position January 1, 2015 as Previously Reported	Prior Period Restatement (1)	Net Position January 1, 2015 as Restated
Governmental activities	$ 20,392,413	$ (1,549,272)	$ 18,843,141
Business-type activities	$ 23,152,365	$ (419,160)	$ 22,733,205
Business-type activities			
Water	$ 7,748,325	$ (111,520)	$ 7,636,805
Sewer	14,037,115	(135,705)	13,901,410
Stormwater	171,380	(27,326)	144,054
Liquor	1,195,545	(144,609)	1,050,936
Total business-type activities	$ 23,152,365	$ (419,160)	$ 22,733,205

(1) To record beginning net pension liability, deferred inflows of resources, and deferred outflow of resources at December 31, 2014.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

CITY OF ISANTI, MINNESOTA
REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2015

Schedule of employer's share of PERA net pension liability - General Employees Retirement Fund

Fiscal Year Ending	City's Proportion of the Net Pension Liability	City's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the City (b)	Total (a+b)	City's Covered Payroll (c)	City's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll ((a+b)/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/15	0.0219 %	$ 1,134,972	$ -	$ 1,134,972	$ 1,284,484	88.4 %	78.2 %

Schedule of employer's PERA contributions - General Employees Retirement Fund

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	City's Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
12/31/15	$ 97,034	$ 97,034	$ -	$ 1,293,787	7.5 %

Schedule of employer's share of PERA net pension liability - Public Employees Police and Fire Fund

Fiscal Year Ending	City's Proportion of the Net Pension Liability	City's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the City (b)	Total (a+b)	City's Covered Payroll (c)	City's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll ((a+b)/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/15	0.0620 %	$ 704,465	$ -	$ 704,465	$ 563,393	125.0 %	86.6 %

Schedule of employer's PERA contributions - Public Employees Police and Fire Fund

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	City's Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
12/31/15	$ 98,214	$ 98,214	$ -	$ 606,259	16.2 %

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

CITY OF ISANTI, MINNESOTA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	Special Revenue	Capital Projects	Total Nonmajor Governmental Funds
ASSETS			
Cash and temporary investments	$ 213,093	$ 831,074	$ 1,044,167
Receivables			
Accrued interest	468	690	1,158
Taxes	8,021	-	8,021
Accounts	2,590	-	2,590
Loans	582,531	-	582,531
Special assessments	-	27,229	27,229
Prepaid items	1,479	-	1,479
TOTAL ASSETS	$ 808,182	$ 858,993	$ 1,667,175
LIABILITIES			
Accounts payable	$ 5,835	$ 34,858	$ 40,693
Due to other governments	1,396	-	1,396
Accrued salaries payable	3,573	-	3,573
Advances from other funds	3,820	-	3,820
TOTAL LIABILITIES	14,624	34,858	49,482
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - delinquent taxes	7,927	-	7,927
Unavailable revenue - special assessments	-	27,229	27,229
Resources received in advance	-	561,108	561,108
TOTAL DEFERRED INFLOWS OF RESOURCES	7,927	588,337	596,264
FUND BALANCES			
Nonspendable	1,479	-	1,479
Restricted	768,328	10,000	778,328
Committed	13,189	989,856	1,003,045
Assigned	4,365	-	4,365
Unassigned	(1,730)	(764,058)	(765,788)
TOTAL FUND BALANCES	785,631	235,798	1,021,429
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 808,182	$ 858,993	$ 1,667,175

CITY OF ISANTI, MINNESOTA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	Special Revenue	Capital Projects	Total Nonmajor Governmental Funds
REVENUES			
Taxes	$ 45,919	$ -	$ 45,919
Intergovernmental	476,550	174,798	651,348
Charges for services	11,952	-	11,952
Fines and forfeitures	4,927	-	4,927
Special assessments	-	1,942	1,942
Investment earnings	4,502	13,012	17,514
Miscellaneous			
Refunds and reimbursements	1,679	-	1,679
Contributions and donations	22,500	33,977	56,477
Other	19,756	-	19,756
TOTAL REVENUES	587,785	223,729	811,514
EXPENDITURES			
Current			
General government	4,110	-	4,110
Public safety	76,890	-	76,890
Culture and recreation	33,934	-	33,934
Economic development	327,920	-	327,920
Capital outlay			
General government	1,572	-	1,572
Public safety	1,800	9,000	10,800
Public works	-	680,013	680,013
Culture and recreation	18,712	488,376	507,088
Economic development	50,000	-	50,000
TOTAL EXPENDITURES	514,938	1,177,389	1,692,327
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	72,847	(953,660)	(880,813)
OTHER FINANCING SOURCES (USES)			
Sale of capital assets	3,343	-	3,343
Transfers in	92,767	678,036	770,803
Transfers out	(16,150)	(276,617)	(292,767)
TOTAL OTHER FINANCING SOURCES (USES)	79,960	401,419	481,379
NET CHANGE IN FUND BALANCES	152,807	(552,241)	(399,434)
FUND BALANCES, JANUARY 1	632,824	788,039	1,420,863
FUND BALANCES, DECEMBER 31	$ 785,631	$ 235,798	$ 1,021,429

CITY OF ISANTI, MINNESOTA
NONMAJOR SPECIAL REVENUE FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	104 Redbirds Maintenance	108 Economic Development Authority	214 Park	219 Revolving Loan	220 Forfeiture Fund	223 Youth Rec Education Safety
ASSETS						
Cash and temporary investments	$ 81	$ 681	$ 18,351	$ 37,390	$ 7,715	$ 2,595
Receivables						
Accrued interest	-	(1)	32	76	14	5
Taxes	-	-	-	-	-	-
Accounts	-	1,554	-	-	-	-
Loans	-	-	-	582,531	-	-
Prepaid items	-	1,479	-	-	-	-
TOTAL ASSETS	$ 81	$ 3,713	$ 18,383	$ 619,997	$ 7,729	$ 2,600
LIABILITIES						
Accounts payable	$ -	$ 391	$ -	$ 34	$ 50	$ -
Due to other governments	-	-	-	-	-	-
Accrued salaries payable	-	3,573	-	-	-	-
Advance from other funds	-	-	-	-	-	-
TOTAL LIABILITIES	-	3,964	-	34	50	-
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue - delinquent taxes	-	-	-	-	-	-
FUND BALANCES						
Nonspendable	-	1,479	-	-	-	-
Restricted	-	-	14,018	614,017	7,679	-
Committed	81	-	-	5,946	-	2,600
Assigned	-	-	4,365	-	-	-
Unassigned	-	(1,730)	-	-	-	-
TOTAL FUND BALANCES	81	(251)	18,383	619,963	7,679	2,600
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 81	$ 3,713	$ 18,383	$ 619,997	$ 7,729	$ 2,600

224 Cambridge Isanti Joint Event	409 TIF 9	410 TIF 10	411 TIF 11	614 City Technology Improvement	860 Employee Benefits	872 Fire Relief	Total
$ 1,396	$ 93,059	$ 43,873	$ 619	$ 7,333	$ -	$ -	$ 213,093
-	251	77	1	13	-	-	468
-	1,790	6,231	-	-	-	-	8,021
-	-	-	-	1,036	-	-	2,590
-	-	-	-	-	-	-	582,531
-	-	-	-	-	-	-	1,479
$ 1,396	$ 95,100	$ 50,181	$ 620	$ 8,382	$ -	$ -	$ 808,182
$ -	$ 2,125	$ 3,235	$ -	$ -	$ -	$ -	$ 5,835
1,396	-	-	-	-	-	-	1,396
-	-	-	-	-	-	-	3,573
-	-	-	-	3,820	-	-	3,820
1,396	2,125	3,235	-	3,820	-	-	14,624
-	1,696	6,231	-	-	-	-	7,927
-	-	-	-	-	-	-	1,479
-	91,279	40,715	620	-	-	-	768,328
-	-	-	-	4,562	-	-	13,189
-	-	-	-	-	-	-	4,365
-	-	-	-	-	-	-	(1,730)
-	91,279	40,715	620	4,562	-	-	785,631
$ 1,396	$ 95,100	$ 50,181	$ 620	$ 8,382	$ -	$ -	$ 808,182

CITY OF ISANTI, MINNESOTA
NONMAJOR SPECIAL REVENUE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	104 Redbirds Maintenance	108 Economic Development Authority	214 Park	219 Revolving Loan	220 Forfeiture Fund	223 Youth Rec Education Safety
REVENUES						
Taxes						
Tax increments	$ -	$ -	$ -	$ -	$ -	$ -
Franchise taxes	-	18,229	-	-	-	-
Intergovernmental	-	-	-	400,000	-	-
Charges for services	-	-	11,952	-	-	-
Fines and forfeitures	-	-	-	-	4,927	-
Investment earnings	86	441	227	633	75	24
Miscellaneous						
Refunds and reimbursements	-	1,595	84	-	-	-
Contributions and donations	22,500	-	-	-	-	-
Other	-	6,290	-	5,117	-	1,700
TOTAL REVENUES	22,586	26,555	12,263	405,750	5,002	1,724
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	340	-
Culture and recreation	27,863	-	852	-	-	56
Economic development	-	124,743	-	20,612	-	-
Capital outlay						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	1,800	-
Culture and recreation	-	-	18,712	-	-	-
Economic development	-	-	-	-	-	-
TOTAL EXPENDITURES	27,863	124,743	19,564	20,612	2,140	56
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(5,277)	(98,188)	(7,301)	385,138	2,862	1,668
OTHER FINANCING SOURCES (USES)						
Sale of capital assets	-	-	3,343	-	-	-
Transfers in	-	92,767	-	-	-	-
Transfers out	-	(16,150)	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	76,617	3,343	-	-	-
NET CHANGE IN FUND BALANCES	(5,277)	(21,571)	(3,958)	385,138	2,862	1,668
FUND BALANCES, JANUARY 1	5,358	21,320	22,341	234,825	4,817	932
FUND BALANCES, DECEMBER 31	$ 81	$ (251)	$ 18,383	$ 619,963	$ 7,679	$ 2,600

224 Cambridge Isanti Joint Event	409 TIF 9	410 TIF 10	411 TIF 11	614 City Technology Improvement	860 Employee Benefits	872 Fire Relief	Total
$ -	$ 13,142	$ 2,395	$ -	$ -	$ -	$ -	$ 15,537
-	-	-	-	12,153	-	-	30,382
-	-	-	-	-	-	76,550	476,550
-	-	-	-	-	-	-	11,952
-	-	-	-	-	-	-	4,927
13	1,658	1,277	7	61	-	-	4,502
-	-	-	-	-	-	-	1,679
-	-	-	-	-	-	-	22,500
5,150	-	-	-	-	1,499	-	19,756
5,163	14,800	3,672	7	12,214	1,499	76,550	587,785
-	-	-	-	2,611	1,499	-	4,110
-	-	-	-	-	-	76,550	76,890
5,163	-	-	-	-	-	-	33,934
-	4,498	178,067	-	-	-	-	327,920
-	-	-	-	1,572	-	-	1,572
-	-	-	-	-	-	-	1,800
-	-	-	-	-	-	-	18,712
-	50,000	-	-	-	-	-	50,000
5,163	54,498	178,067	-	4,183	1,499	76,550	514,938
-	(39,698)	(174,395)	7	8,031	-	-	72,847
-	-	-	-	-	-	-	3,343
-	-	-	-	-	-	-	92,767
-	-	-	-	-	-	-	(16,150)
-	-	-	-	-	-	-	79,960
-	(39,698)	(174,395)	7	8,031	-	-	152,807
-	130,977	215,110	613	(3,469)	-	-	632,824
$ -	$ 91,279	$ 40,715	$ 620	$ 4,562	$ -	$ -	$ 785,631

CITY OF ISANTI, MINNESOTA
NONMAJOR CAPITAL PROJECTS FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	420 Signal Light Improvement	427 Fairway Blvd/ County 5 Signal	432 Railroad Avenue Improvements	434 2013 Railroad Avenue & Walk Improvements
ASSETS				
Cash and temporary investments	$ 288,958	$ 187,868	$ 33,192	$ (6)
Receivables				
Accrued interest	506	329	58	49
Special assessments	-	-	27,229	-
TOTAL ASSETS	$ 289,464	$ 188,197	$ 60,479	$ 43
LIABILITIES				
Accounts payable	$ -	$ -	$ -	$ -
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - special assessments	-	-	27,229	-
Resources received in advance	-	-	-	561,108
TOTAL DEFERRED INFLOWS OF RESOURCES	-	-	27,229	561,108
FUND BALANCES				
Restricted	-	-	-	-
Committed	289,464	188,197	33,250	-
Unassigned	-	-	-	(561,065)
TOTAL FUND BALANCES	289,464	188,197	33,250	(561,065)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 289,464	$ 188,197	$ 60,479	$ 43

435 BMX & Bluebird Improvements	436 Public Works 2014 Site Improvements	506 Municipal Expansion	437 Pavement Management Improvements	438 City Parking Improvements	920 Capital Replacement	Total
$ (142,710)	$ (5,694)	$ -	$ 39,876	$ (35,344)	$ 464,934	$ 831,074
(276)	(17)	-	(368)	(613)	1,022	690
-	-	-	-	-	-	27,229
$ (142,986)	$ (5,711)	$ -	$ 39,508	$ (35,957)	$ 465,956	$ 858,993
$ 3,886	$ -	$ -	9,019	$ 14,453	$ 7,500	$ 34,858
-	-	-	-	-	-	27,229
-	-	-	-	-	-	561,108
-	-	-	-	-	-	588,337
-	-	-	-	-	10,000	10,000
	-	-	30,489	-	448,456	989,856
(146,872)	(5,711)	-	-	(50,410)	-	(764,058)
(146,872)	(5,711)	-	30,489	(50,410)	458,456	235,798
$ (142,986)	$ (5,711)	$ -	$ 39,508	$ (35,957)	$ 465,956	$ 858,993

CITY OF ISANTI, MINNESOTA
NONMAJOR CAPITAL PROJECTS FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	420 Signal Light Improvement	427 Fairway Blvd/ County 5 Signal	432 Railroad Avenue Improvements	434 2013 Railroad Avenue & Walk Improvements
REVENUES				
Intergovernmental	$ -	$ -	$ -	$ 174,798
Special assessments	-	-	1,942	-
Investment earnings	3,514	1,956	388	519
Miscellaneous				
Contributions and donations	-	33,977	-	-
TOTAL REVENUES	3,514	35,933	2,330	175,317
EXPENDITURES				
Capital outlay				
Public safety	-	-	-	-
Public works	-	-	69	-
Culture and recreation	-	-	-	-
TOTAL EXPENDITURES	-	-	69	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	3,514	35,933	2,261	175,317
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	29,627
Transfers out	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	29,627
NET CHANGE IN FUND BALANCES	3,514	35,933	2,261	204,944
FUND BALANCES, JANUARY 1	285,950	152,264	30,989	(766,009)
FUND BALANCES, DECEMBER 31	$ 289,464	$ 188,197	$ 33,250	$ (561,065)

435 BMX & Bluebird Improvements	**436** Public Works 2014 Site Improvements	**506** Municipal Expansion	**437** Pavement Management Improvements	**438** City Parking Improvements	**920** Capital Replacement	Total
$ -	$ -	$ -	$ -	$ -	$ -	$ 174,798
-	-	-	-	-	-	1,942
1,000	1,264	-	(1,221)	(1,731)	7,323	13,012
-	-	-	-	-	-	33,977
1,000	1,264	-	(1,221)	(1,731)	7,323	223,729
-	-	-	-	-	9,000	9,000
	215,000	-	218,290	240,336	6,318	680,013
471,216	-	-	-	-	17,160	488,376
471,216	215,000	-	218,290	240,336	32,478	1,177,389
(470,216)	(213,736)	-	(219,511)	(242,067)	(25,155)	(953,660)
-	-	49,252	250,000	191,657	157,500	678,036
-	-	-	-	-	(276,617)	(276,617)
-	-	49,252	250,000	191,657	(119,117)	401,419
(470,216)	(213,736)	49,252	30,489	(50,410)	(144,272)	(552,241)
323,344	208,025	(49,252)	-	-	602,728	788,039
$ (146,872)	$ (5,711)	$ -	$ 30,489	$ (50,410)	$ 458,456	$ 235,798

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CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED ON THE FOLLOWING PAGES
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
REVENUES					
Property taxes	$ 1,298,306	$ 1,298,306	$ 1,357,265	$ 58,959	$ 1,425,810
Licenses and permits					
Business	15,000	15,000	13,200	(1,800)	12,075
Nonbusiness	87,500	87,500	177,709	90,209	203,469
Total	102,500	102,500	190,909	88,409	215,544
Intergovernmental					
Federal					
Other	36,014	36,014	21,580	(14,434)	51,365
State					
Local government aid	-	-	571,231	571,231	545,485
Property tax credits	-	-	298	298	11
Police aid	61,000	61,000	58,828	(2,172)	64,146
Municipal state aid street maintenance	53,000	53,000	58,266	5,266	54,494
Other	1,205	1,205	1,362	157	1,790
Regional					
Other	-	-	555	555	8,500
Total	151,219	151,219	712,120	560,901	725,791
Charges for services					
General government	39,057	39,057	49,779	10,722	39,773
Public safety	63,187	63,187	62,968	(219)	24,509
Public works	1,000	1,000	2,797	1,797	1,536
Culture and recreation	39,000	39,000	43,865	4,865	14,391
Total	142,244	142,244	159,409	17,165	80,209
Fines and forfeitures	35,000	35,000	37,310	2,310	33,771
Investment earnings	17,942	17,942	16,767	(1,175)	38,436
Miscellaneous					
Refunds and reimbursements	-	-	30,285	30,285	23,504
Other	30,000	30,000	516	(29,484)	6,842
Total	30,000	30,000	30,801	801	30,346
TOTAL REVENUES	1,777,211	1,777,211	2,504,581	727,370	2,549,907

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES					
Current expenditures					
General government					
Mayor and City Council					
Personnel services	$ 26,296	$ 26,296	$ 24,788	$ 1,508	$ 16,446
Supplies	3,650	3,650	2,418	1,232	706
Other services and charges	10,555	10,555	12,109	(1,554)	8,382
Total	40,501	40,501	39,315	1,186	25,534
Elections					
Personnel services	2,500	2,500	-	2,500	2,690
Supplies	500	500	-	500	673
Other services and charges	1,750	1,750	1,078	672	809
Total	4,750	4,750	1,078	3,672	4,172
Financial administration					
Personnel services	303,809	304,615	280,813	23,802	286,495
Supplies	13,605	13,605	16,872	(3,267)	11,719
Other services and charges	71,164	71,164	67,120	4,044	63,414
Total	388,578	389,384	364,805	24,579	361,628
Planning and zoning					
Personnel services	66,086	74,524	73,376	1,148	59,617
Supplies	3,800	3,800	2,847	953	4,524
Other services and charges	9,784	9,784	8,272	1,512	8,061
Total	79,670	88,108	84,495	3,613	72,202
Municipal building					
Personnel services	215	215	-	215	-
Supplies	1,440	1,440	2,295	(855)	979
Other services and charges	25,760	25,760	37,691	(11,931)	30,148
Total	27,415	27,415	39,986	(12,571)	31,127
Total general government	540,914	550,158	529,679	20,479	494,663

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES - CONTINUED					
Current expenditures - continued					
Public safety					
Police					
Personnel services	$ 1,014,779	$ 1,014,779	$ 983,025	$ 31,754	$ 893,288
Supplies	19,750	19,750	16,349	3,401	16,267
Other services and charges	141,286	141,286	128,900	12,386	127,088
Total	1,175,815	1,175,815	1,128,274	47,541	1,036,643
Fire protection					
Other services and charges	180,000	180,000	180,256	(256)	187,697
Building inspection					
Personnel services	110,209	135,862	124,306	11,556	107,704
Supplies	2,835	2,835	3,664	(829)	2,069
Other services and charges	21,740	21,740	25,547	(3,807)	14,968
Total	134,784	160,437	153,517	6,920	124,741
Code enforcement					
Personnel services	26,572	26,572	25,132	1,440	21,032
Supplies	550	550	537	13	698
Other services and charges	6,145	6,145	2,964	3,181	4,408
Total	33,267	33,267	28,633	4,634	26,138
Animal control					
Supplies	420	420	247	173	182
Other services and charges	5,447	5,447	4,656	791	4,484
Total	5,867	5,867	4,903	964	4,666
Total public safety	1,529,733	1,555,386	1,495,583	59,803	1,379,885
Public works					
Streets and highways					
Personnel services	167,528	167,477	167,603	(126)	160,205
Supplies	90,150	90,150	73,104	17,046	75,470
Other services and charges	50,734	50,734	58,851	(8,117)	86,480
Total	308,412	308,361	299,558	8,803	322,155

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES - CONTINUED					
Current expenditures - continued					
Public works - continued					
Street lighting					
Other services and charges	$ 63,410	$ 63,410	$ 63,813	$ (403)	$ 59,190
Sanitation and waste control					
Personnel services	5,387	5,384	5,348	36	5,006
Supplies	1,500	1,500	692	808	1,519
Other services and charges	48	48	387	(339)	190
Total	6,935	6,932	6,427	505	6,715
General city maintenance					
Personnel services	29,794	29,784	22,250	7,534	20,788
Supplies	13,850	13,850	7,093	6,757	2,529
Other services and charges	25,722	25,722	18,622	7,100	21,587
Total	69,366	69,356	47,965	21,391	44,904
Total public works	448,123	448,059	417,763	30,296	432,964
Culture and recreation					
Parks and recreation					
Personnel services	186,151	179,732	153,269	26,463	156,073
Supplies	9,525	9,525	12,097	(2,572)	15,619
Other services and charges	127,808	127,808	93,929	33,879	109,924
Total	323,484	317,065	259,295	57,770	281,616
Total culture and recreation	323,484	317,065	259,295	57,770	281,616
Economic development					
Other services and charges	11,776	11,776	11,353	423	10,238
Total current expenditures	2,854,030	2,882,444	2,713,673	168,771	2,599,366

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES - CONTINUED					
Capital outlay					
General government	$ 30,000	$ 30,000	$ 12,517	$ 17,483	$ -
Public safety	5,000	5,000	60	4,940	-
Public works	42,115	42,115	104,566	(62,451)	236,271
Culture and recreation	-	-	574	(574)	30,203
Total capital outlay	77,115	77,115	117,717	(40,602)	266,474
Debt service					
Interest and other	-	-	1,552	(1,552)	22,792
TOTAL EXPENDITURES	2,931,145	2,959,559	2,832,942	126,617	2,888,632
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(1,153,934)	(1,182,348)	(328,361)	853,987	(338,725)
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	-	-	47,156	47,156	-
Transfers in	316,150	316,150	316,150	-	216,150
Transfers out	(142,021)	(142,021)	(399,818)	(257,797)	(147,395)
TOTAL OTHER FINANCING SOURCES (USES)	174,129	174,129	(36,512)	(210,641)	68,755
NET CHANGE IN FUND BALANCES	(979,805)	(1,008,219)	(364,873)	643,346	(269,970)
FUND BALANCES, JANUARY 1	1,692,234	1,692,234	1,692,234	-	1,920,968
PRIOR PERIOD ADJUSTMENT	-	-	-	-	41,236
FUND BALANCES, DECEMBER 31	$ 712,429	$ 684,015	$ 1,327,361	$ 643,346	$ 1,692,234

CITY OF ISANTI, MINNESOTA
DEBT SERVICE FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	918 2006A Improvement Bonds	919 2008A Improvement Bonds	928 2009A Crossover Refunding Bonds	929 2010B G.O. Improvement Refunding Bonds
ASSETS				
Cash and temporary investments	$ 122,060	$ 207,131	$ 109,344	$ 639,435
Receivables				
Accrued interest	214	362	191	1,119
Taxes	9,151	5,181	2,262	1,207
Special assessments	182,140	390,954	356,635	311,391
TOTAL ASSETS	$ 313,565	$ 603,628	$ 468,432	$ 953,152
LIABILITIES				
Accounts payable	$ 300	$ 300	$ 180	$ 300
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - delinquent taxes	6,165	3,546	1,456	1,107
Unavailable revenue - special assessments	172,658	390,954	356,635	311,386
TOTAL DEFERRED INFLOWS OF RESOURCES	178,823	394,500	358,091	312,493
FUND BALANCES				
Restricted for debt service	134,442	208,828	110,161	640,359
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 313,565	$ 603,628	$ 468,432	$ 953,152

930 2011A G.O. Improvement Bonds	**931** 2014A G.O. Tax Abatement Bonds	**932** 2014B G.O. Improvement Bonds	Total
$ 199,432	$ 165,832	$ 44,395	$ 1,487,629
105	290	76	2,357
905	6,646	1,496	26,848
148,054	-	-	1,389,174
$ 348,496	$ 172,768	$ 45,967	$ 2,906,008
$ 300	$ -	$ 300	$ 1,680
526	3,826	840	17,466
147,933	-	-	1,379,566
148,459	3,826	840	1,397,032
199,737	168,942	44,827	1,507,296
$ 348,496	$ 172,768	$ 45,967	$ 2,906,008

CITY OF ISANTI, MINNESOTA
DEBT SERVICE FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	918 2006A Improvement Bonds	**919** 2008A Improvement Bonds	**928** 2009A Crossover Refunding Bonds	**929** 2010B G.O. Improvement Refunding Bonds
REVENUES				
Property taxes	$ 202,950	$ 109,162	$ 56,361	$ 64
Special assessments	55,222	28,658	22,171	10,976
Investment earnings	2,235	2,979	1,473	8,636
TOTAL REVENUES	260,407	140,799	80,005	19,676
EXPENDITURES				
Debt service				
Principal	270,000	145,000	75,000	55,000
Interest and other	23,280	21,948	7,457	40,285
TOTAL EXPENDITURES	293,280	166,948	82,457	95,285
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(32,873)	(26,149)	(2,452)	(75,609)
OTHER FINANCING SOURCES				
Transfers in	-	-	-	-
NET CHANGE IN FUND BALANCES	(32,873)	(26,149)	(2,452)	(75,609)
FUND BALANCES, JANUARY 1	167,315	234,977	112,613	715,968
FUND BALANCES, DECEMBER 31	$ 134,442	$ 208,828	$ 110,161	$ 640,359

930 2011A G.O. Improvement Bonds	**931** 2014A G.O. Tax Abatement Bonds	**932** 2014B G.O. Improvement Bonds	Total
$ 10,092	$ 222,347	$ 48,830	$ 649,806
25,864	-	-	142,891
2,165	467	163	18,118
38,121	222,814	48,993	810,815
75,000	-	-	620,000
12,831	54,052	4,992	164,845
87,831	54,052	4,992	784,845
(49,710)	168,762	44,001	25,970
39,390	-	-	39,390
(10,320)	168,762	44,001	65,360
210,057	180	826	1,441,936
$ 199,737	$ 168,942	$ 44,827	$ 1,507,296

CITY OF ISANTI, MINNESOTA
AGENCY FUND
SCHEDULE OF CHANGES IN ASSETS AND LIABILITIES
FOR THE YEAR ENDED DECEMBER 31, 2015

	Balance January 1	Additions	Deductions	Balance December 31
DEVELOPER ESCROW ACCOUNTS				
ASSETS				
Cash and temporary investments	$ 65,477	$ 131,665	$ (124,802)	$ 72,340
Accounts receivable	11,304	7,861	(12,184)	6,981
TOTAL ASSETS	$ 76,781	$ 139,526	$ (136,986)	$ 79,321
LIABILITIES				
Accounts payable	$ 76,781	$ 119,481	$ (116,941)	$ 79,321

CITY OF ISANTI, MINNESOTA
SUMMARY FINANCIAL REPORT
REVENUES AND EXPENDITURES FOR GENERAL OPERATIONS
GOVERNMENTAL FUNDS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	Total		Percent Increase (Decrease)
	2015	2014	
REVENUES			
Taxes	$ 2,052,990	$ 1,869,252	9.83 %
Licenses and permits	190,909	215,544	(11.43)
Intergovernmental	1,363,468	966,699	41.04
Charges for services	171,361	83,329	105.64
Fines and forfeits	42,237	40,415	4.51
Special assessments	144,833	402,427	(64.01)
Investment earnings	52,399	112,928	(53.60)
Miscellaneous	108,713	65,706	65.45
TOTAL REVENUES	$ 4,126,910	$ 3,756,300	9.87 %
Per Capita	$ 763	$ 698	9.38 %
EXPENDITURES			
Current			
General government	$ 533,789	$ 496,405	7.53 %
Public safety	1,572,473	1,458,037	7.85
Public works	417,763	432,964	(3.51)
Culture and recreation	293,229	322,022	(8.94)
Economic development	339,273	210,075	61.50
Capital outlay			
General government	14,089	11,366	23.96
Public safety	10,860	49,091	(77.88)
Public works	784,579	475,189	65.11
Culture and recreation	507,662	2,353,534	(78.43)
Economic development	50,000	14,000	257.14
Debt service			
Principal	620,000	625,000	(0.80)
Interest and other	166,397	146,277	13.75
Bond issuance costs	-	63,346	(100.00)
TOTAL EXPENDITURES	$ 5,310,114	$ 6,657,306	(20.24) %
Per Capita	$ 982	$ 1,236	(20.59) %
Total Long-term Indebtedness	$ 5,710,000	$ 6,330,000	(9.79) %
Per Capita	1,056	1,175	(10.19)
General Fund Balance - December 31	$ 1,327,361	$ 1,692,234	(21.56) %
Per Capita	245	314	(21.91)

The purpose of this report is to provide a summary of financial information concerning the City of Isanti to interested citizens. The complete financial statements may be examined at City Hall, 110 1st Avenue Northwest, PO Box 428, Isanti, MN 55040. Questions about this report should be directed to the Finance Director at (763) 444-5512.

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OTHER REQUIRED REPORTS

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT ON MINNESOTA LEGAL COMPLIANCE

Honorable Mayor and City Council
City of Isanti, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City) as of and for the year ended December 31, 2015, and the related notes to the financial statements, and have issued our report thereon dated April 11, 2016.

The *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minnesota Statute §6.65, contains seven categories of compliance to be tested: contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing. Our audit considered all of the listed categories.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with the provisions of the *Minnesota Legal Compliance Audit Guide for Cities*. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced provisions.

The purpose of this report is solely to describe the scope of our testing of compliance and the result of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

Abdo Eick & Meyers, LLP

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

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ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and City Council
City of Isanti, Minnesota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City), as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated April 11, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified However, as described in the accompanying Schedule of Findings and Responses, we identified certain deficiencies in internal control that we consider to be a material weakness and a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying Schedule of Findings and Responses as item 2015-002 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying Schedule of Findings and Responses as item 2015-001 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

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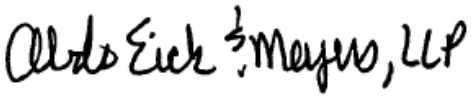
The City's Responses to the Findings

The City's responses to the findings identified in our audit are described in the accompanying Schedule of Findings and Responses. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

People + Process. Going Beyond the Numbers

CITY OF ISANTI, MINNESOTA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED DECEMBER 31, 2015

Finding	Description

2015-001 Preparation of financial statements

Condition: We were requested to draft the audited financial statements and related footnote disclosures as part of our regular audit services. Ultimately, it is management's responsibility to provide for the preparation of your statements and footnotes, and the responsibility of the auditor to determine the fairness of presentation of those statements. It is our responsibility to inform you that this deficiency could result in a material misstatement to the financial statements that could have been prevented or detected by your management. Essentially, the auditors cannot be part of your internal control process.

Criteria: Internal controls should be in place to provide reasonable assurance over the reliability of financial records and reporting.

Cause: From a practical standpoint, we both prepare your statements and determine the fairness of that presentation at the same time in connection with our audit. This is not unusual for us to do with organizations of your size.

Effect: The effectiveness of the internal control system relies on enforcement by management. The effect of deficiencies in internal controls can result in undetected errors in financial reporting. We have instructed management to review a draft of the auditor prepared financials in detail for accuracy; we have answered any questions that management might have, and have encouraged research of any accounting guidance in connection with the adequacy and appropriateness of classification of disclosures in your statements. We are satisfied that the appropriate steps have been taken to provide you with the completed financial statements.

Recommendation: Under these circumstances, the most effective controls lie in management's knowledge of the City's financial operations. It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost and other considerations. Regarding the specific situations listed above, we would offer the following specific recommendations: 1) Utilize a disclosure checklist to ensure all required disclosures are present and agree to work papers, and 2) Agree your accounting information from your accounting software to the amounts reported in the financial statements.

Management response:

For now, the City accepts the degree of risk associated with this condition and thoroughly reviews a draft of the financial statements.

Finding	Description

2015-002 Material audit adjustments

Condition: During our audit, several material audit adjustments were necessary related to capital asset additions, allocated project costs, and sold properties.

Criteria: The financial statements are the responsibility of the City's management; therefor, the City must be able to prevent or detect a material misstatement in the financial statements including footnote disclosures.

Cause: The year-end trial balance and supporting work papers did not reflect all necessary accounting entries.

Effect: This indicates that a misstatement has occurred and was not detected by the City's system of internal control.

Recommendation: We recommend that management review the final audit work paper and related journal entries, obtain an understanding of why the entries were necessary and modify current procedures to ensure that future corrections are not needed.

Management response:

Management has reviewed the final audit work paper and related journal entries and understands the adjustments made in the audit.

Water and Sanitary Sewer Rate Study Report
City of Isanti, Minnesota
City Council Presentation
April 19, 2016

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Contents

Executive Summary **1**
- Water 2
- Sanitary Sewer 4
- SAC/WAC 6
- Other Considerations 6

Supporting Analysis **7**
- Key Assumptions 7
- Water 8
- Sewer 8

Comparable Cities **11**

Executive Summary

This report presents the results of the study of customer rates for water and sanitary sewer utilities operated by the City of Isanti. This study was conducted by Northland Securities working with city staff and the City's Finance Committee. The purpose of the study was to provide the City with information needed to effectively manage rates and maintain the sound financial condition of these utilities.

Northland created a model that projected future revenues based on average consumption, number of customers and rates. The model allowed city officials to explore the financial implications of:

- Growth in the customer base.
- Use of existing reserves.
- Changes in base and consumption rates.

A variety of options were explored through the study process. These options considered alternative rates of growth, changes in rates and use of existing reserves. Through these investigations, the Finance Committee developed the recommendations described in this report for consideration by the City Council.

It is important to note that the projections used in this study are not intended as a detailed financial management plan for the utilities. The projections were designed to provide a framework for highlighting the financial implications related to changes in key assumptions. Ongoing monitoring of the financial condition of each utility is required to assess the outcomes based on actual operations. The assumptions used in the projections are described in Supporting Analysis section.

Water

The combination of existing reserves and projected future income allow the City to reduce user charges. The recommended rate change is a reduction in the base rate from $16.90 to $12.68 (25%). The effective date for the recommended rate change is January 1, 2017. Base and usage rates are proposed to increase annually by 3% in the years 2018 though 2020.

The rationale for the recommendation includes:

- A reduction in the base rate allows all water customers to share in the lower costs.
- The reduction in the base rate conveys the greatest benefit to lower use customers.
- The resulting reduction in revenues provides sufficient revenues to pay for projected operating expenses, planned capital improvements and existing debt service.
- The Water Fund maintains an acceptable "minimum cash balance" through 2020. (The targeted minimum cash balance is explained in the next section of this report.)
- The Water Fund is projected to produce net operating revenue in excess of debt service in 2016 and 2020. In the years 2017, 2018 and 2019, current projections indicate a slight net operating loss will occur after debt service. However, given the significant cash balance within the water fund, a 25% reduction of the base rate is still recommended. Additionally, growth assumptions used for the purposes of this study remain conservative. Actual growth and usage figures, which should be reviewed annually, may eliminate the projected net operating loss after debt service. This is an important factor for a bond rating and should remain a consideration for the City. A history of net revenues exceeding annual debt service allows the rating agency to exclude water revenue supported debt from debt ratio calculations.

Table 1 contains the proposed water rate schedule and water rates for the years 2011-2016. Table 2 contains the base fee schedule for commercial customers (no change in the allocation of base fees is proposed). Table 3 compares the monthly and annual costs under current and proposed rates for residential customers using 3,500, 5,000, 10,000 and 15,000 gallons per month.

Table 1
Historical and Recommended Water Rates

		Usage per 1,000 Gallons		
		Up to 10,000	10,001 to 25,000	Over 25,000
Year	Base Fee	Gallons	Gallons	Gallons
2011	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2012	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2013	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2014	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2015	$ 16.90	$ 2.99	$ 3.75	$ 4.67
2016	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2017	$ 12.68	$ 2.99	$ 3.74	$ 4.67
2018	$ 13.06	$ 3.08	$ 3.85	$ 4.81
2019	$ 13.45	$ 3.17	$ 3.97	$ 4.95
2020	$ 13.85	$ 3.27	$ 4.09	$ 5.10

Table 2
Commercial Base Fee Consumption Schedule

Consumption (Gallons)			# of Base Fees
0	to	5,000	1
5,001	to	15,000	2
15,001	to	30,000	3
30,001	to	50,000	4
50,001	to	75,000	5
75,001	to	105,000	6
105,001	to	140,000	7
140,001	to	180,000	8
180,001	to	225,000	9
225,001	to	275,000	10

Table 3
Estimated Cost of Water Service

	2016	2017	2018	2019	2020
Base	16.90	12.68	13.06	13.45	13.85
Tier 1	2.99	2.99	3.08	3.17	3.27
Tier 2	3.74	3.74	3.85	3.97	4.09
Tier 3	4.67	4.67	4.81	4.95	5.10
Gal/Mon			Cost Per Month		
3,500	27.37	23.14	23.83	24.55	25.29
5,000	31.85	27.63	28.45	29.31	30.19
10,000	46.80	42.58	43.85	45.17	46.52
15,000	65.50	61.28	63.11	65.01	66.96
Gal/Mon			Cost Per Year		
3,500	328.38	277.68	286.01	294.59	303.43
5,000	382.20	331.50	341.45	351.69	362.24
10,000	561.60	510.90	526.23	542.01	558.27
15,000	786.00	735.30	757.36	780.08	803.48

Sanitary Sewer

The combination of existing reserves and projected future income allow the City to reduce user charges. The recommended rate change is a reduction in the base rate from $22.86 to $11.43 (50%). The effective date for the recommended rate change is January 1, 2017. Base and usage rates are proposed to increase annually by 3% in the years 2018 though 2020. Additionally, it is recommended that $850,000 of existing cash be used to pay for 2016 sanitary sewer system improvements, reducing the amount of anticipated debt needed to finance these improvements.

The rationale for the recommendation includes:

- A reduction in the base rate allows all sewer customers to share in the lower costs.
- The reduction in the base rate conveys the greatest benefit to lower use customers.
- The resulting reduction in revenues provides sufficient revenues to pay for projected operating expenses, planned capital improvements and existing debt service.
- The Sewer Fund maintains an acceptable "minimum cash balance" through 2020. (The targeted minimum cash balance is explained in the next section of this report.)
- The Sewer Fund is projected to produce net operating revenue in excess of debt service. This is an important factor for a bond rating. A history of net revenues exceeding annual debt service allows the rating agency to exclude sewer revenue supported debt from debt ratio calculations.

Table 4 contains the proposed sewer rate schedule and water rates for the years 2011-2016. Table 5 contains the base fee schedule for commercial customers (no change in the allocation of base fees is proposed). Table 6 compares the monthly and annual costs under current and proposed rates for residential customers using 3,500, 5,000, 10,000 and 15,000 gallons of water per month.

Table 4
Historical and Recommended Sewer Rates

		Usage per 1,000 Gallons		
		Up to 10,000	10,001 to 25,000	Over 25,000
Year	Base Fee	Gallons	Gallons	Gallons
2011	$ 20.28	$ 6.45	$ 8.06	$ 10.08
2012	$ 20.89	$ 6.64	$ 8.30	$ 10.38
2013	$ 21.53	$ 6.84	$ 8.55	$ 10.69
2014	$ 22.19	$ 7.05	$ 8.84	$ 11.02
2015	$ 22.86	$ 7.26	$ 9.08	$ 11.34
2016	$ 22.86	$ 7.26	$ 9.08	$ 11.34
2017	$ 11.43	$ 7.26	$ 9.08	$ 11.34
2018	$ 11.77	$ 7.48	$ 9.35	$ 11.68
2019	$ 12.13	$ 7.70	$ 9.63	$ 12.03
2020	$ 12.49	$ 7.93	$ 9.92	$ 12.39

Table 5
Commercial Base Fee Consumption Schedule

Consumption (Gallons)			# of Base Fees
0	to	5,000	1
5,001	to	15,000	2
15,001	to	30,000	3
30,001	to	50,000	4
50,001	to	75,000	5
75,001	to	105,000	6
105,001	to	140,000	7
140,001	to	180,000	8
180,001	to	225,000	9
225,001	to	275,000	10

Table 6
Estimated Cost of Sewer Service

	2016	2017	2018	2019	2020
Base	22.86	11.43	11.77	12.13	12.49
Tier 1	7.26	7.26	7.48	7.70	7.93
Tier 2	9.08	9.08	9.35	9.63	9.92
Tier 3	11.34	11.34	11.68	12.03	12.39
Gal/Mon			Cost Per Month		
3,500	48.27	36.84	37.95	39.08	40.26
5,000	59.16	47.73	49.16	50.64	52.16
10,000	113.66	102.23	105.30	108.46	111.71
15,000	140.86	129.43	133.31	137.31	141.43
Gal/Mon			Cost Per Year		
3,500	579.24	442.08	455.34	469.00	483.07
5,000	709.92	572.76	589.94	607.64	625.87
10,000	1,363.92	1,226.76	1,263.56	1,301.47	1,340.51
15,000	1,690.32	1,553.16	1,599.75	1,647.75	1,697.18

SAC/WAC

Although this study did not specifically analyze connection charges, it is recommended that the City continue the current policy of 3% annual increases in SAC and WAC.

Other Considerations

The January 1, 2017 effective date for the rate changes allows the City to take a series of verifying actions before final implementation:

1. The preliminary 2015 data used in the projections should be compared with the approved 2015 Audit and adjusted as needed.
2. The Sewer Fund projections should incorporate principal and interest payments from the sale of the 2016 G.O. Sewer Revenue Bonds.
3. The growth projections used in the study should be reviewed based on actual growth in 2016 and proposed development in 2017.
4. Assumptions used in this study should be compared with the 2017 Budget and significant differences should be reconciled.
5. The City should monitor water consumption trends. Declining water use will reduce projected revenues.

Supporting Analysis

This section contains the analysis and other information used in formulating the recommended actions.

Key Assumptions

The results of the study are shaped by underlying assumptions. The following section summarizes the key assumptions used in this study. Changes in these assumptions will alter the projected outcomes.

1. Operating revenues and expenditures for 2012, 2013, and 2014 come from the audited annual financial report.
2. Revenues and expenditures for 2015 are based on unaudited year end financial reports.
3. 2016 data is based on the 2016 Budget with adjustments to Connection Fees, Capital Outlay, Depreciation.
4. Water revenues from consumption are based on average consumption for the period 1/24/2015 to 1/23/2016 as listed in the Consumption Analysis Report. Average consumption is held constant over the five-year term of the projections.
5. All new residential customers are placed in the first tier of the rate schedule.
6. The projections assume that new residential growth only produces 50% of the possible revenue in the year of development to account for the construction period.
7. The projections assume one new commercial customer each year.
8. All new commercial customers are placed in the first tier of the rate schedule.
9. The projections assume one new industrial customer each year.
10. All new industrial customers are placed in the first tier of the rate schedule.
11. No new public customers are included in the projections.
12. No new apartment customers are included in the projections.
13. Annual adjustments in future expenditures use the following factors: Staffing 5%, Utilities 2%, Supplies 2%, Support 2%.
14. Investment income is based on 1% return on the prior year's ending balance.
15. Capital outlay expenditures were provided by the City.
16. The projections include estimated debt service on bonds issued in 2016 in an amount of $2,590,000 to finance sanitary sewer system improvements. The total cost of the improve-

ments is estimated to be $3,360,000. The borrowing need is reduced by a $850,000 cash contribution from the Sewer Fund.

The projections show a "minimum cash balance". This balance represents one-half of annual operating expenses (staffing, supplies, utilities, support services, and depreciation) plus debt service, capital outlay and transfers minus bond proceeds. The minimum cash balance is intended to provide a benchmark for cash reserves retained by each fund. It has been used to protect against excessive rate changes and use of reserves.

Water

Table 7 (on the next page) contains the Water Fund projections using the Key Assumptions and the recommended rate structure.

Sewer

Table 8 (Page 10) contains the Water Fund projections using the Key Assumptions and the recommended rate structure.

Table 7
Water Fund (601) Projections - Recommended Rate Scenario

	Actual 2012	Actual 2013	Actual 2014	Estimated 2015	Budget 1 2016	2 2017	3 2018	4 2019	5 2020
Revenues									
Charges for Services	973,310	921,030	906,923	916,941	917,993	800,615	832,700	865,991	900,529
Connection Fees	72,348	(7,314)	145,853	150,385	275,775	102,257	105,325	108,485	111,739
Other	48,650	8,975	55,152	38,692	42,966	43,000	43,000	43,000	43,000
Total Operating Revenue	1,094,308	922,691	1,107,928	1,106,018	1,236,734	945,872	981,026	1,017,476	1,055,269
Expenditures									
Staffing	180,972	184,312	216,569	222,664	238,449	250,371	262,890	276,035	289,836
Supplies/Materials	32,528	42,927	65,514	41,483	62,289	63,535	66,076	68,719	71,468
Utilities	43,529	44,203	47,428	43,344	48,313	49,279	50,265	51,270	52,296
Support Services/Charges	79,379	149,823	81,557	92,977	104,396	106,484	110,743	115,173	119,780
Total Operating Expenditures	336,408	421,265	411,068	400,468	453,447	469,669	489,974	511,197	533,380
Net Operating Income	757,900	501,426	696,860	705,550	783,287	476,203	491,051	506,279	521,889
Debt Service	776,074	1,549,402	792,579	796,978	525,128	521,990	514,847	519,514	518,786
Net Income After Debt Service	(18,174)	(1,047,976)	(95,719)	(91,428)	258,159	(45,788)	(23,796)	(13,235)	3,102
Other Activities									
Interest Earnings			47,238	22,990	17,763	15,691	14,897	14,672	14,551
Bond Proceeds	167,844	1,240,405	0	0		0	0	0	0
Capital Outlay	(135,213)	(16,254)	(28,345)	(15,069)	(478,800)	(45,000)	(9,240)	(9,240)	0
Transfers	0	(43,573)	(4,398)	(4,377)	(4,333)	(4,333)	(4,333)	(4,333)	(4,333)
Depreciation	(341,727)	(357,343)	(358,816)	(370,246)	(357,034)	(380,045)	(384,545)	(383,667)	(384,591)
Net Income	(327,270)	(224,741)	(440,040)	(458,130)	(564,245)	(459,475)	(407,017)	(395,803)	(371,270)
Fund Balance									
Beginning Cash Balance	2,074,038	2,097,986	1,903,410	1,832,224	1,776,323	1,569,112	1,489,682	1,467,210	1,455,074
Net Income	(327,270)	(224,741)	(440,040)	(458,130)	(564,245)	(459,475)	(407,017)	(395,803)	(371,270)
Depreciation	341,727	357,343	358,816	370,246	357,034	380,045	384,545	383,667	384,591
Other Cash Flow Impact	9,491	84,257	10,038	31,983	0	0	0	0	0
Ending Cash Balance	2,097,986	2,314,845	1,832,224	1,776,323	1,569,112	1,489,682	1,467,210	1,455,074	1,468,394

Table 8
Sewer Fund (602) Projections - Recommended Rate Scenario

	Actual 2012	Actual 2013	Actual 2014	Estimated 2015	1 2016	2 2017	3 2018	4 2019	5 2020
Revenue									
Charges for Services	1,291,381	1,322,195	1,341,517	1,375,981	1,348,993	1,061,452	1,108,082	1,156,555	1,206,940
Connection Charges	84,732	(8,570)	166,673	176,479	322,950	119,750	123,342	127,043	130,854
Other	20,519	14,462	20,496	24,129	26,844	15,000	15,000	15,000	15,000
Total Operating Revenue	1,396,632	1,328,087	1,528,686	1,576,589	1,698,787	1,196,201	1,246,425	1,298,598	1,352,794
Expenditures									
Staffing	225,311	229,089	263,766	271,532	289,619	304,100	319,305	335,270	352,034
Supplies/Materials	116,705	137,047	39,962	90,998	120,000	122,400	127,296	132,388	137,683
Utilities	86,320	89,519	87,041	83,875	92,210	94,054	95,935	97,854	99,811
Support Services/Charges	81,745	140,858	101,001	76,399	91,113	94,758	98,548	102,490	106,589
Total Operating Expenditures	510,081	596,513	491,770	522,804	592,942	615,312	641,084	668,002	696,117
Net Operating Income	886,551	731,574	1,036,916	1,053,785	1,105,845	580,890	605,341	630,596	656,676
Loan Forgiveness				173,983	173,983	173,983	173,889		
Debt Service	(701,574)	(1,616,208)	(708,231)	(702,174)	(900,525)	(695,100)	(776,776)	(515,474)	(485,710)
Net Income After Debt Service	184,977	(884,634)	328,685	525,594	379,303	59,773	2,454	115,123	170,966
Other Activities									
Investment Income	17,938	(738)	29,964	26,886	16,029	20,539	15,646	14,561	14,303
Bond Proceeds		948,750	1,030,000		2,510,000				
Transfers	58,976	59,241	88,735	74,114		-	-	-	-
Capital Outlay	(42112)	(16254)	(568960)	(293229)	(3360000)	(154120)	(9240)	(9240)	0
Transfers		(43573)	(35185)	(35013)	(34668)	(34668)	(34668)	(34668)	(34668)
Depreciation	(451,332)	(457,793)	(448,076)	(460959)	(447662)	(579940)	(588189)	(587310)	(588234)
Net Income	(231,553)	(395,001)	425,163	(162,607)	(936,998)	(688,416)	(613,997)	(501,535)	(437,633)
Fund Balance									
Beginning Cash Balance	698,443	900,803	1,027,815	1,916,481	2,053,922	1,564,586	1,456,110	1,430,302	1,516,077
Net Income	(231,553)	(395,001)	425,163	(162,607)	(936,998)	(688,416)	(613,997)	(501,535)	(437,633)
Depreciation	451,332	457,793	448,076	460,959	447,662	579,940	588,189	587,310	588,234
Other Cash Flow Impact	(17,419)	64,220	15,427	(160,911)	-	-	-	-	-
Ending Cash Balance	900,803	1,027,815	1,916,481	2,053,922	1,564,586	1,456,110	1,430,302	1,516,077	1,666,679

Comparable Cities

One means of evaluating utility rates is through a comparison with "comparable" cities. Table 9 on the next page compares current and proposed water and sewer rates in Isanti with published 2015 rates in six other cities. The chart below illustrates the combined monthly water and sewer cost for a household using 3,500 gallons of water per month.

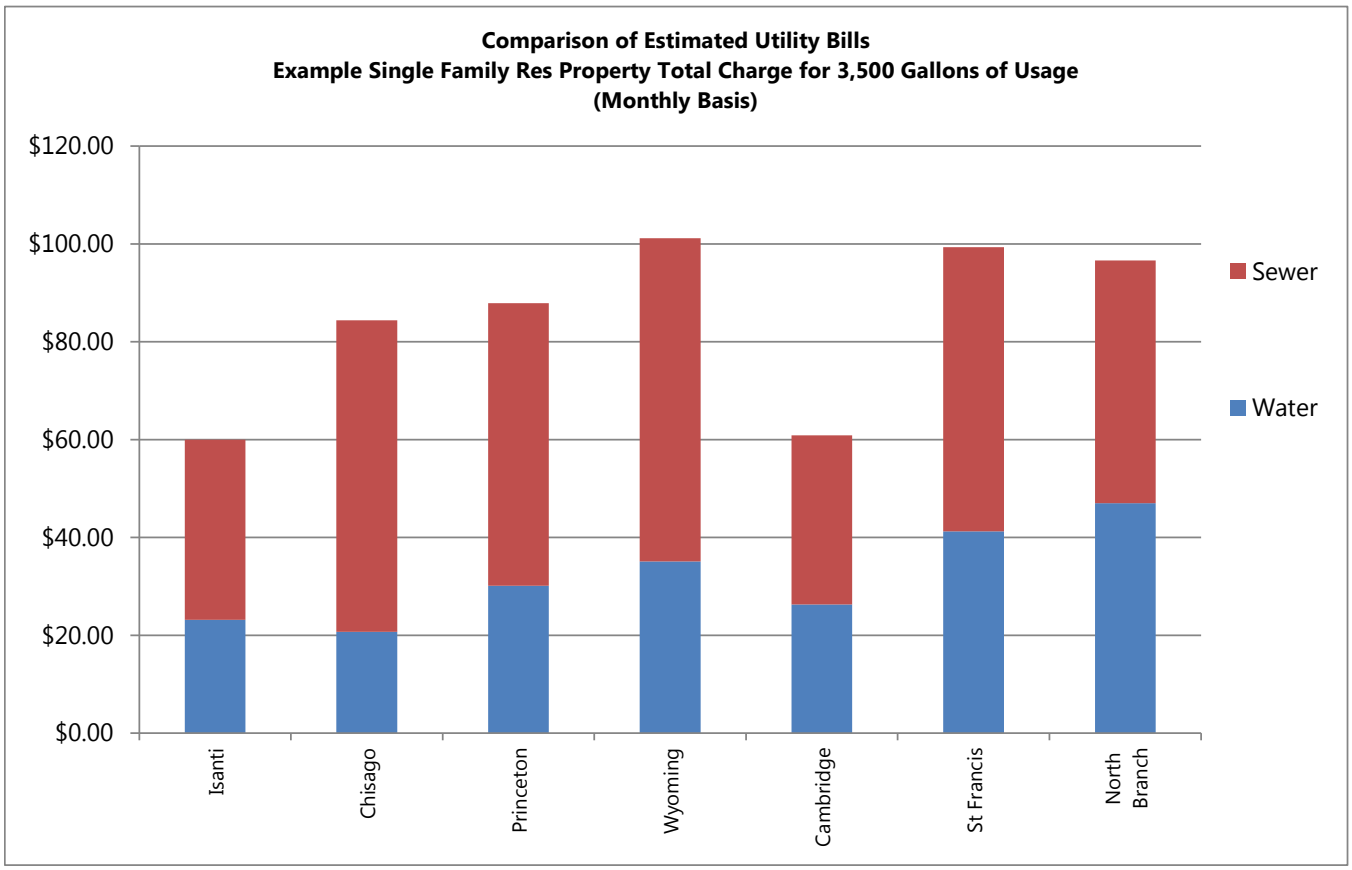

Table 9
Water and Sewer Rates in Comparable Cities

	Isanti Current	Isanti New	Chisago	Princeton	Wyoming	Cambridge	St Francis	North Branch
WATER								
Water Basic Service fee (per meter or per unit/monthly)	$16.90	$12.68	$13.50	$12.00	$27.21	$12.43	$19.80	$20.00
Water (per meter or per unit per 1,000 gallons):								
Water Use Per 1,000 Gallons - No Tier								$7.70
Tier 1: Water usage per first 5,000 gallons			$2.06					
Tier 1: Water usage per first 6,000 gallons						$3.96		
Tier 1: Water usage per first 8,000 gallons				$5.18				
Tier 1: Water usage per first 10,000 gallons	$2.99	$2.99						
Tier 1`: Water usage per first 14,999							$6.12	
Tier 1: Water usage per first 20,000					$2.25			
Tier 2: Water usage 5,001 - 10,000			$2.22					
Tier 2: Water usage 6,001 - 12,000						$4.50		
Tier 2: Water usage 8,001 - 20,000				$5.72				
Tier 2: Water usage 10,001 - 25,000	$3.74	$3.74						
Tier 2: Water usage 15,000 - 29,999							$6.42	
Tier 2: Water usage 20,000+					$2.81			
Tier 3: Water usage 10,001 - 15,000			$2.39					
Tier 3: Water usage 20,001 +				$6.37		$5.03		
Tier 3: Water usage 25,000 +	4.67	4.67						
Tier 3: Water usage 30,000 - 44,999							$7.42	
Tier 4: Water usage 15,001 - 25,000			$2.55					
Tier 4: Water usage 30,000 - 44,999							$8.86	
SEWER								
Sewer Basic Service fee (per meter or per unit/qtr)	$22.86	$11.43	$51.50	$21.00	$26.47	$22.07	$24.50	$15.00
Sewer charge per 1,000 gallons				$10.50	$11.30		$9.60	$9.90
Water Use Per 1,000 Gallons - No Tier								
Tier 1: Sewer usage per first 5,000 gallons			$3.47					
Tier 1: Sewer usage per first 6,000 gallons						$3.57		
Tier 1: Sewer usage per first 8,000 gallons								
Tier 1: Sewer usage per first 10,000 gallons	$7.26	$7.26						
Tier 1`: Sewer usage per first 14,999								
Tier 2: Sewer usage 5,001 - 10,000			$3.59					
Tier 2: Sewer usage 6,001 - 12,000						$3.91		
Tier 2: Sewer usage 8,001 - 20,000								
Tier 2: Sewer usage 10,001 - 25,000	$9.08	$9.08	$3.72					
Tier 2: Sewer usage 15,000 - 29,999								
Tier 3: Sewer usage 10,001 - 15,000								
Tier 3: Sewer usage 20,001 +						$4.46		
Tier 3: Sewer usage 25,000 +	11.34	11.34						
Tier 3: Sewer usage 30,000 - 44,999								
Tier 4: Sewer usage 15,001 - 25,000			$3.99					
Tier 4: Sewer usage 30,000 - 44,999								
EXAMPLE CUSTOMER CONSUMING 3,500 GALLONS OF WATER PER MONTH								
Water	$27.37	$23.15	$20.71	$30.13	$35.09	$26.29	$41.22	$46.95
Sanitary Sewer	$48.27	$36.84	$63.65	$57.75	$66.02	$34.57	$58.10	$49.65
Total	$75.64	$59.99	$84.36	$87.88	$101.11	$60.86	$99.32	$96.60
EXAMPLE CUSTOMER CONSUMING 7,500 GALLONS OF WATER PER MONTH								
Water	$39.33	$35.11	$40.88	$50.85	$44.09	$64.69	$65.70	$77.75
Sanitary Sewer	$77.31	$65.88	$96.10	$99.75	$111.22	$49.36	$96.50	$89.25
Total	$116.64	$100.99	$136.98	$150.60	$155.31	$114.05	$162.20	$167.00

Comparison of Utility Rates (2015) to Other Communities For Residential Single Family without averaging / smallest available meter / adjusted for monthly billing

Proposal

City of Isanti

Isanti, Minnesota

Submitted
April 13, 2016

AEM Financial Solutions, LLC

Grandview Square
5201 Eden Avenue, Suite 250
Edina, Minnesota 55436
952.835.9090

Contact Persons
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ABDO EICK & MEYERS LLP

AEM Financial Solutions™

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TABLE OF CONTENTS

Letter of Transmittal 2

Welcome to ABDO, EICK & MEYERS, LLP 3

Firm Qualification and Experience

Governmental Client Services 4
Personnel 4

Agreement for Financial Services 5

Scope of Services 8

Similar Engagements with Other Governmental Entities 9

Agreement for the Provision of Professional Services 10

Appendix

A Professional Biographies
B Sample Quarterly Report

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

LETTER OF TRANSMITTAL

Don Lorsung
City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Dear Mr. Lorsung,

Thank you for the opportunity to submit this proposal to the City of Isanti, Minnesota (the City) for interim financial management services. Based on our past experience with Cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through AEM Financial Solutions, LLC (AEMFS) would provide the City with excellent financial management services.

We believe our solution will continue to result in the City receiving high level information, continual improvement of processes and allow the City to keep overall costs stable. Our proposal is based on the past work we have done, the needs of the City, and the experiences we have had working with other cities. The proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from April 21, 2016 through September 30, 2016.

An AEMFS representative will be in the City offices as necessary to perform responsibilities as noted on the Scope of Services page. Services will also be performed remotely as necessary.

Investment by the City for services is indicated in the financial page.

AEMFS would like to thank the City for the opportunity. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

AEM Financial Solutions, LLC
an Abdo, Eick & Meyers, LLP Company

Steven R. McDonald, CPA
CEO

Jean D. McGann, CPA
President, AEM Financial Solutions, LLC
Partner, Abdo, Eick & Meyers, LLP

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

Welcome to ABDO, EICK & MEYERS, LLP

"The investments into our People and Process make a difference for you, our valued client. We focus on the challenges and needs that are relevant to your business or government agency. This allows us to be thoughtful in our approach in providing you with the best solutions, and leaves you assured in the value of our deliverable."

Steve McDonald - Managing Partner

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People

Hire

We focus recruiting efforts on Minnesota state colleges and universities. Innovative recruiting strategies, including a strong social media presence, allow us to attract top talent.

Train

We've invested in a state-of-the-art, on-site training facility and a full-time Learning Director to ensure our team is prepared to exceed your expectations.

Reward

We focus on client results and reward our team based on specific goals, not hours billed.

Process

Listen

Our process begins with listening. We invest time to better understand your goals and challenges.

Engage

Active engagement with DFK International and domestic industry associations allows us to provide maximum value to your organization.

Deliver

Combing our internal expertise and technological resources with what we've learned about you allows us to deliver a solution that exceeds your expectations.

DFK INTERNATIONAL/USA 35TH ANNIVERSARY 1978-2013

Going Beyond the Numbers

FIRM QUALIFICATIONS AND EXPERIENCE

For over 50 years, we've helped local governments throughout Minnesota serve their communities more efficiently. As the leading governmental auditing firm in the state, we provide accounting, financial, and audit services to over 200 governmental entities. In 2009, we established AEM Financial Solutions, LLC (AEMFS) a company dedicated to providing day-to-day accounting and financial management services for local governments. The success of AEMFS stems from having over 17 years of government finance and audit experience, six years of Big Four accounting Firm, and over 50 years of providing governmental services in Minnesota.

As an integral part of your team, we work with you to deliver one-of-a-kind solutions for improving best practices in your entire organization. You can expect to work with our partners and managers to resolve issues ranging from operational effectiveness to long term planning and workflow.

AEMFS is a division of Abdo, Eick & Meyers, LLP (the Firm). Overall the Firm has a professional staff of more than 131 in its Edina and Mankato offices. AEMFS specializes in the governmental industry. The following summarizes the type of services we provide.

Governmental Client Services

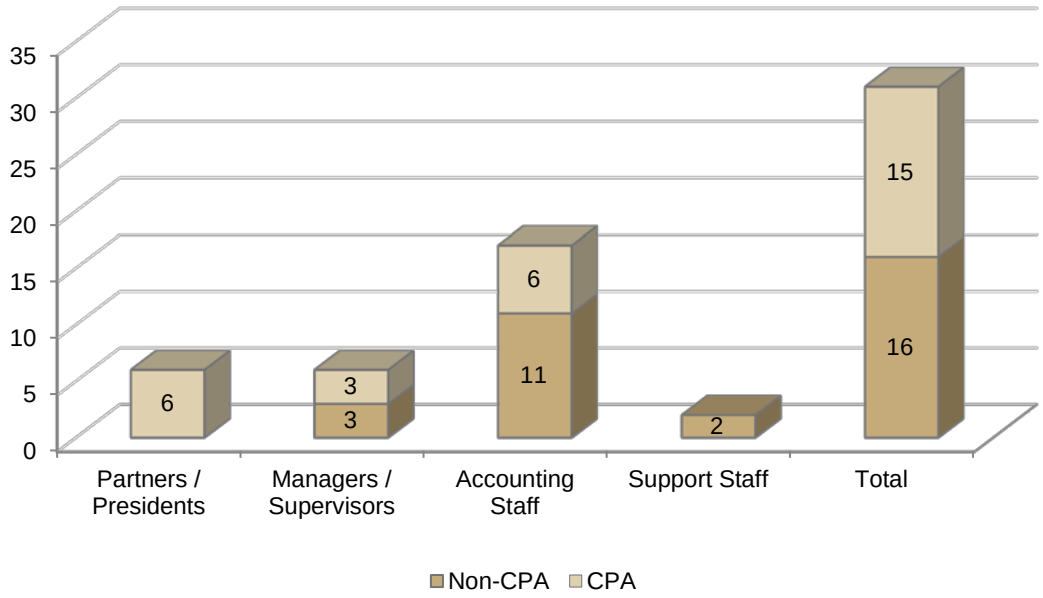
Our governmental client base is composed of cities, municipalities and other public entities. They are as follows:

- Finance director services for approximately 17 cities.
    - 2 municipal clients receive the GFOA's certificate of achievement for excellence in financial reporting
- Process evaluation studies and recommendations
- Operational effectiveness
- Work flow implementation
- Request for proposal development
- Project feasibility analysis
- Rate studies, long term strategic planning and capital improvement planning
- Budget development and analysis

Personnel

AEMFS has a tremendous level of expertise and experience in providing Governmental services. Detailed biographies can be found in Appendix A. This detail will demonstrate that when combined, we have over 55 years of providing solutions to governmental entities along with over 25 years of private sector experience.

Our substantial governmental client base and commitment of staff to governmental services has provided our firm with the competence to serve your professionally and efficiently.



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AGREEMENT FOR FINANCIAL SERVICES

THIS AGREEMENT, is made and entered into on April 13, 2016 by and between the City of Isanti, Minnesota (hereinafter referred to as the "City"), and AEM Financial Solutions LLC (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the City is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;

2. The Contractor shall have no authority to bind the City for the performance of any services or to obligate the City. The Contractor is not an agent, servant, or employee of the City and shall not make any such representations or hold himself/herself out as such;

3. The Contractor shall be the exclusive outsourced accounting service provider for the City during the term of this Agreement;

4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the City at all times.

5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of $2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide City with proof of liability insurance coverage under this Agreement in writing upon request by the City.

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ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until September 30, 2016 unless earlier terminated as provided in Sections 2 and 3.

Section 2 City's Termination Rights: City may terminate this Agreement upon sixty (60) days written notice in the event the City determines in its sole discretion that it is not in the City's best interest to continue using Contractor's services. The City may terminate on ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to City in the event City does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by City. In the event of non-payment within thirty (30) days, Contractor shall give City an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the City's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of this Agreement, the City may provide written notice of intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on September 30, 2016.

ARTICLE V

GENERAL

Section 1 Authorized City Agent: The City's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the City, and any such data and materials shall be remitted to the City by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local. Further, Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the City. The City shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The City agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the City's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the City, as requested by the City.

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ARTICLE V - CONTINUED

GENERAL - CONTINUED

Section 5 Entire Agreement: This Agreement is the entire agreement between the City and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the City with timely and accurate financial recommendations and information that allows City Council the ability to make final financial decisions. Contractor will provide final financial recommendations, but is not responsible for the final decisions made regarding financial matters.

Section 8 City Employment of Contractors Employees; Should the City desire to employ the Contractors employee that is assigned to the City during the term of this Agreement, it must have the written consent of the Contractor to enter into a City employee contract with the Contractors employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 50% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this agreement.

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated in Table 1 and under the attached scope of services. Additional fees will not be incurred without prior approval of the City.

Table 1

Services Period	Monthly Fee
April 21, 2016 - September 30, 2016	$ 11,750

Initial invoice will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract.

Section 10 Additional Services: Should the City request additional services in addition to the Contracted Services, the Contractor will provide the City with proposed fees for the services to be provided. The City shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

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SCOPE OF SERVICES

Contract Task	City Responsibility	Planned Time Frame
1. Cash and Investment monitoring		
Reconcile cash and investments	City Administrator to review and approve	Monthly
Review Monthly to ensure timely and accurately balance		Monthly
Verify bank has proper amount of collateral pledged to City's account	Request monthly collateral statement from the bank	Monthly
Review cash flow to ensure proper amounts are available for operations		Monthly
Review cash flow to ensure proper amounts are available for operations	City Administrator to review and approve	
2. Monthly/Quarterly Reporting		
Complete quarterly dashboard of key indicators		Quarterly
Provide narrative to quarterly financial report	City Administrator to review and approve	Quarterly
Review monthly budget to actual reports for coding errors	City Administrator to review and approve	Monthly
Review journal entries and payroll entries to ensure accuracy	City Administrator to review and approve	Bi-weekly
Review payroll and other monthly/quarterly reports	City Administrator to review and approve	Quarterly
Review accounts payable batches	City Administrator to review and approve	Bi-weekly
Review utility billing reconciliation to ensure accuracy	City Administrator to review and approve	Monthly
Review loan payments and assist with coding	City Administrator to review and approve	Monthly
941 reconciliation	City Administrator to review and approve	Quarterly
3. Annual Reporting		
Complete Financial Reporting Form to the Office of the State Auditor	City Administrator to review and approve	June 30
PT Form 280 to the Minnesota Department of Revenue (if required)	City Administrator to review and approve	September 30
4. Annual Budget Preparation		
Preliminary meeting with City management on budget objectives and strategy		Mid May
Prepare a City management's recommended property tax levy along with a general outline of the City Budgeted funds including any potential budget funding gaps. This will include the all funds summary and preparation of all budget documents	City Administrator to review and approve	May - August
Assist in presenting preliminary budget to Council prior to September 30.		August
Assist in the certification of the preliminary property tax levy to the County and Minnesota Department of Revenue	City Administrator to review and approve	September 30
5. Miscellaneous Tasks		
Provide oversight in recording/accounting for transactions		Weekly
Attend 4 Council meetings for action items and budget discussions		As needed
Update Council, Administrator and staff of new accounting standards		On-going
Provide assistance in reporting and closing out grant programs		Monthly
Respond to surveys and information requests as they are received from outside sources such as the League of MN Cities and Government Finance Officers Association		On-going
Monitor compliance for assigned activities		On-going
Maintain office hours at 8 a week or as arranged in advance with the City Administrator. May also utilize video conferencing as appropriate		On-going

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Similar Engagements with Other Governmental Entities

We have long-term relationships with many cities in Minnesota and have provided a sample of references of those we serve as their Finance Director. Additional references are available upon request.

City of New Hope

Kirk McDonald | 763.531.5112
Engagement Partner - Steve McDonald

City of Pine City

Ken Cammilleri | 320.629.2575
Engagement Partner - Jean McGann

City of Forest Lake

Aaron Parrish | 651.209.9750
Engagement Partner - Jean McGann

City of Le Sueur

Jenelle Teppen | 507.665.6401
Engagement Partner - Jean McGann

City Oak Grove

Rick Juba | 763.404.7075
Engagement Partner - Jean McGann

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AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES
CITY OF ISANTI, MINNESOTA

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Name _____

Title _____

Name _____

Title _____

Date _____

AEM Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name

Title CEO

Date April 13, 2016

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Appendix A

Steven McDonald, CPA

Managing Partner

Direct line 952.715.3002
steven.mcdonald@aemcpas.com

Mr. McDonald joined the Firm in 1991 after graduating from Minot State University with a Bachelor of Science Degree in Accounting. He currently serves as Managing Partner and during his tenure the firm has grown to a top 20 Minnesota accounting firm and a top 200 firm in the United States. Steve's vision of continuous improvement and responsiveness to client needs has resulted leading the firm through several strategic mergers and acquisitions, new service line and industry segment development, and annual double digit growth.

When not at work, Steve enjoys cooking, reading, sports of all types and being involved in his three kids' activities.

Qualifications

- Advising clients on strategies that ensure sustainability and profitability
- Structuring merger and acquisition transactions
- Identify new business opportunities and structures that maximize growth
- Develop process improvements that lead to greater communication and efficiencies
- Regional and national speaker on topics relating to strategic planning, business development and internal controls
- 25 years of experience with local governments and nonprofit organizations

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Association of School Business Officials
- Minnesota Government Finance Officers Association

Affiliations

- Young Presidents Organization
- Performance Excellence Network - Treasurer
- Edina Community Foundation - Treasurer

Education

- Bachelor of Science in Accounting, Minot State University
- Continuing professional education as required by AICPA and Government Accountability Office

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Certified Public Accountants & Consultants

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Jean McGann, CPA

Partner and President

Direct line 952.715.3059
jean.mcgann@aemfinancialsolutions.com

Mrs. McGann joined the Firm in 2013. She is licensed to practice as a CPA in Minnesota. Jean leads the Financial Solutions group providing financial management services, day-to-day accounting and customized solutions for local governments and nonprofit agencies.

Outside of work Jean enjoys spending time with family and friends. Jean resides in Twin Cities with her husband and their 2 children.

Qualifications

- 17 years of experience in government finance and auditing
- Over 6 years of experience in operations management
- Experienced in strategic planning and financial forecasting
- Experienced in identifying and implementing cost containment processes
- Policy development, internal control evaluation and project management experience

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association
- Government Finance Officers Association of the United States and Canada

Education

- Bachelor of Arts, Buena Vista University, Storm Lake, Iowa
- Continuing professional education as required by AICPA and Government Accountability Office

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Gayle Bauman

Client Services Manager

Direct line 952.715.3075
gayle.bauman@aemfinancialsolutions.com

Ms. Bauman joined the firm in 2016 after working for many years in City government finance. She has previously held the position of Finance Director for two cities in Minnesota. Gayle has experience in all areas of governmental finance including budgeting, capital planning, debt, financial reporting and cash management. Finance departments provide support to all city departments and Gayle is continually looking for efficiencies to assist others in doing the best job they can do.

In her free time, Gayle enjoys golfing, reading, crafts and spending time at the family cabin in northern Wisconsin.

Qualifications

- Over 17 years of experience working in City government finance
- Experience with budgeting, capital planning and debt management
- Budget reviewer for the Government Finance Officers Association

Professional Memberships

- Minnesota Government Finance Officers Association
- Government Finance Officers Association

Education

- Bachelor of Science in Accounting, Gustavus Adolphus College
  - Minor in Mathematics
- Continuing professional education

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Katelyn Pearsall

Client Services Accountant

Direct line 952.715.3045
katelyn.pearsall@aemfinancialsolutions.com

Katelyn joined the firm in September of 2013. Katelyn specializes in working with payroll, accounts payable, bank reconciliations, utility billing and financial statement preparation using various accounting programs. She also has experience with budgeting and audit preparation.

Katelyn is a dedicated Minnesota Wild hockey fan and enjoys spending time with family and friends.

Qualifications

- 9 years of experience in the accounting industry
- Dean's list at Hennepin Technical College
- Certificates in Microsoft Excel & Word

Education

- Associate of Arts in Accounting from Hennepin Technical College
- Fundamental Payroll Certification

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William Albert, CPA

Client Services Accountant

Direct line 952.939.3212
william.albert@aemfinancialsolutions.com

Mr. Albert joined the firm in January 2016. William graduated from the University of Wisconsin Eau Claire with majors in accounting and information systems. His areas of focus include financial analysis, process improvement, financial reporting and forecasting, and internal controls.

William lives in the Twin Cities, when not working he enjoys athletics, concerts, and the many fantastic lakes the Midwest has to offer.

Qualifications

- 3 years of experience in client service accounting
- Experienced in creating financial report packages and schedules
- Experienced in Accounts Payable, Accounts Receivable, and Budgeting

Professional Memberships

- Minnesota Society of Certified Public Accountants

Education

- Bachelor of Business Administration in Accounting and Information Systems, University of Wisconsin – Eau Claire
- Continuing professional education as required by AICPA

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Appendix B

XX Quarter Report

City of Sample

City, Minnesota

As of March 31, 20XX

SAMPLE

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AEM Financial Solutions™

DATE

ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council
City of Sample
Sample, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and statements of revenues and expenses for the enterprise funds of the City of Sample as of March 31, 20XX, for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

SAMPLE

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

ABDO EICK & MEYERS LLP
AEM Financial Solutions™

DATE

Honorable Mayor and City Council
City of Sample
Sample, Minnesota

Dear Honorable Mayor and City Council:

We have reconciled all bank accounts through March 31, 20XX and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

Cash and Investments

The City's cash and investment balances are as follows:

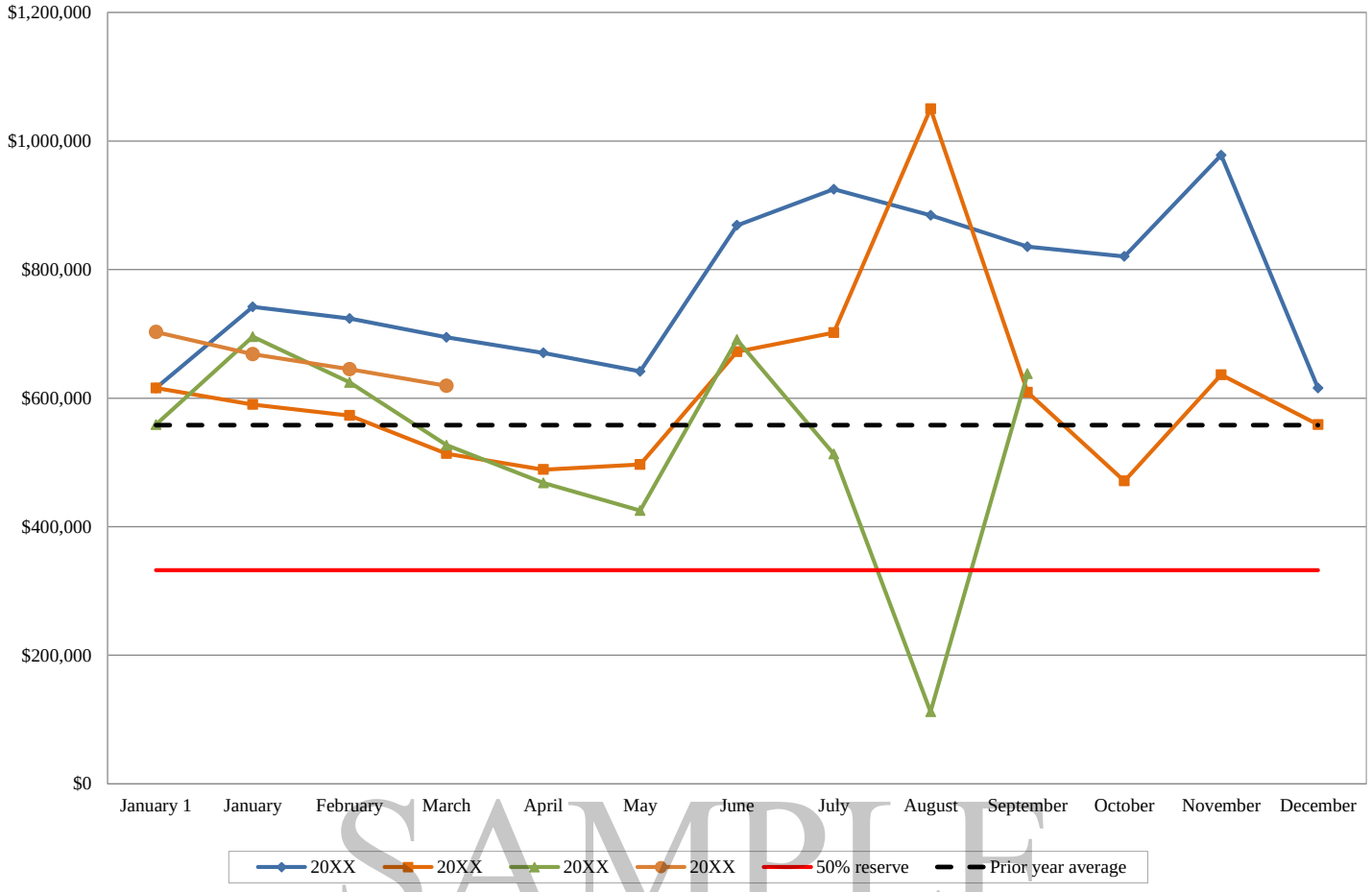
	3/31/20XX	3/31/20XX	Increase/ (Decrease)
Checking	$ 2,245,295	$ 1,295,511	$ 949,784
Investments (at market value)	974,393	963,006	11,387
Total cash and investments	$ 3,219,688	$ 2,258,517	$ 961,171

SAMPLE

Investment Type	3/31/20XX	3/31/20XX	Increase/ (Decrease)
Checking	$ 2,245,295	$ 1,295,511	$ 949,784
Money market	70,131	4,649	65,482
Negotiable CDs	904,262	958,357	(54,095)
Municipal bond	-	-	-
Government agency securities	-	-	-
Total investments	$ 3,219,688	$ 2,258,517	$ 961,171

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

General Fund Cash Balances 20XX - 20XX



SAMPLE

General Fund

Receipts	YTD Budget	YTD Actual	Percent of YTD Budget	
Taxes	$ 82,041	$ -	- %	↓
Intergovernmental	61,606	2,000	3.2	↓
Licenses and permits	825	480	58.2	↓
Charges for services	5,195	1,588	30.6	↓
Fines and forfeitures	530	587	110.8	↑
Special assessments	1,375	-	-	↓
Interest earnings	2,000	1,247	62.4	↓
Miscellaneous	3,100	4,365	140.8	↑
Contributions	750	975	130.0	↑
	$ 157,422	$ 11,242	7.1 %	↓

Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget	
General government	$ 12,598	$ 15,006	119.1 %	↑
City Council	2,950	584	19.8	↓
Executive	1,870	401	21.4	↓
City Clerk	5,210	4,899	94.0	→
Financial administration	19,070	19,000	99.6	→
Law/legal services	2,500	2,053	82.1	↓
Community center	2,925	3,267	111.7	↑
General government buildings	1,175	298	25.4	↓
Police	43,056	33,669	78.2	↓
Fire	15,038	6,507	43.3	↓
Highways, streets, and roads	33,708	12,765	37.9	↓
Lions	700	471	67.3	↓
Parks	5,241	123	2.3	↓
	$ 146,039	$ 99,043	67.8 %	↓

Key

↑ Varies more than 10% than budget positively
↓ Varies more than 10% than budget negatively
→ Within 10% of budget

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

	Treasury yields								
Date	**1 mo**	**3 mo**	**6 mo**	**1 yr**	**2 yr**	**3 yr**	**5 yr**	**7 yr**	**10 yr**
12/31/20XX	0.07	0.12	0.19	0.29	0.61	1.02	2.01	2.71	3.30
12/30/20XX	0.01	0.02	0.06	0.12	0.25	0.36	0.83	1.35	1.89
12/31/20XX	0.02	0.05	0.11	0.16	0.25	0.36	0.72	1.18	1.78
3/31/20XX	0.04	0.07	0.11	0.14	0.25	0.36	0.77	1.24	1.87
6/30/20XX	0.02	0.04	0.10	0.15	0.36	0.66	1.41	1.96	2.52
9/30/20XX	0.03	0.02	0.04	0.10	0.33	0.63	1.39	2.02	2.64
12/31/20XX	0.01	0.07	0.10	0.13	0.38	0.78	1.75	2.45	3.04
3/31/20XX	0.03	0.05	0.07	0.13	0.44	0.90	1.73	2.30	2.73
6/30/20XX	0.02	0.04	0.07	0.11	0.47	0.88	1.62	2.13	2.53
9/30/20XX	0.02	0.02	0.03	0.13	0.58	1.07	1.78	2.22	2.52
12/31/20XX	0.03	0.03	0.12	0.23	0.69	1.11	1.68	2.00	2.20
03/31/20XX	0.05	0.03	0.14	0.26	0.56	0.89	1.37	1.71	1.94

Budget Summary

A more detailed analysis of funds is included as Attachment A.

Cash Balance Summary

A detailed view of department totals compared with budget is included as Attachment B.

Investment Summary

A detailed summary of current investments is included as Attachment C.

SAMPLE

Enterprise Fund Summary

A detailed summary of enterprise fund financial results is included as Attachment D.

Revenue and Expenditures

A detail of revenues and expenditures is included.

* * * * *

This information is unaudited and is intended solely for the information and use of management and City Council and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC

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Attachment A

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENDITURES -
BUDGET AND ACTUAL -
GENERAL FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

	Annual Budget		Budget thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)		Percent Received or Expended Based on Budget thru 3/31/20XX
REVENUES							
Taxes*	$ 313,918	*	$ 78,480	$ -	$ (78,480)		N/A %
Local government aid*	228,078	*	57,020	-	(57,020)		N/A
Tax abatements	14,244	*	3,561	-	(3,561)		N/A
Intergovernmental	18,347		4,587	2,000	(2,587)		43.6
Licenses and permits	3,300		825	480	(345)		58.2
Charges for services							
Fire	18,500		4,625	1,418	(3,207)		30.7
Police	2,120		530	587	57		110.8
Other	2,280		570	170	(400)		29.8
Special assessments	5,500		1,375	-	(1,375)		-
Interest earnings	8,000		2,000	1,247	(753)		62.4
Miscellaneous revenue	12,400		3,100	4,365	1,265		140.8
Contributions and donations	3,000		750	975	225		130.0
TOTAL REVENUES	629,687		157,422	11,242	(146,180)		7.1
EXPENDITURES							
General government	50,391		12,598	15,006	(2,408)		119.1
City Council	11,800		2,950	584	2,366		19.8
Executive	7,480		1,870	401	1,469		21.4
City Clerk	20,840		5,210	4,899	311		94.0
Financial administration	76,280		19,070	19,000	70		99.6
Law/legal services	10,000		2,500	2,053	447		82.1
Community center	11,700		2,925	3,267	(342)		111.7
General government buildings	4,700		1,175	298	877		25.4
Police	172,222		43,056	33,669	9,387		78.2
Fire	60,150		15,038	6,507	8,531		43.3
Highways, streets and roads	134,831		33,708	12,765	20,943	(1)	37.9
Lions	2,800		700	471	229		67.3
Parks	20,962		5,241	123	5,118		2.3
TOTAL EXPENDITURES	584,156		146,039	99,043	46,996		67.8
EXCESS REVENUES (EXPENDITURES)	45,531		11,383	(87,801)	(99,184)		113.0
OTHER FINANCING USES							
Operating transfers out	(80,500)		(20,125)	-	20,125	(2)	-
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	$ (34,969)		$ (8,742)	$ (87,801)	$ (79,059)		N/A %

SAMPLE

* Property taxes,assessments, and local government aids are only paid twice a year

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $15,000.

(1) Capital outlay budgeted has not been expended or transferred to capital funds to procure capital equipment.

(2) Operating transfers will be posted in 4th quarter.

Attachment B

CITY OF SAMPLE, MINNESOTA
UNAUDITED CASH BALANCES BY FUND
MARCH 31, 20XX, DECEMBER 31, 20XX AND MARCH 31, 20XX

	Fund	Balance 3/31/20XX	Balance 12/31/20XX	Balance 3/31/20XX	YTD Change From 12/31/20XX		Change From 3/31/20XX
101	General	$ 526,826	$ 702,975	$ 619,063	$ (83,912)	(1)	$ 92,237
301	G.O. Improvement Bonds 20XX	(628,348)	-	1,826	1,826		630,174
302	G.O. Improvement Bonds 20XX	100,886	135,411	96,744	(38,667)		(4,142)
303	G.O. Improvement Bonds 20XX	-	244,658	191,763	(52,895)	(2)	191,763
376	TIF MN Energy	122,856	123,460	123,976	516		1,120
377	TIF MN Beef Industries, Inc	(46,124)	(46,124)	(46,124)	-		-
401	Fire Equipment Donations	20,262	37,722	42,622	4,900		22,360
402	Public Works Reserve	607,063	265,945	267,057	1,112		(340,006)
403	Police Reserve	76,009	41,191	41,363	172		(34,646)
404	Fire Reserve	1,346	14,365	14,425	60		13,079
405	Ambulance Reserve	43,700	62,933	63,196	263		19,496
406	General Government Reserve	65,000	70,319	70,613	294		5,613
407	Infrastructure Reserve	925,000	347,691	349,145	1,454		(575,855)
408	Culture and Recreation Reserve	47,500	42,275	42,452	177		(5,048)
409	2014 Street Improvements	-	715,927	702,334	(13,593)		702,334
601	Water	(166,695)	-	27,123	27,123		193,818
602	Sewer	116,001	166,065	173,272	7,207		57,271
609	Liquor Store	73,315	71,037	72,488	1,451		(827)
615	Ambulance	373,920	346,194	366,350	20,156		(7,570)
	Total	$ 2,258,517	$ 3,342,044	$ 3,219,688	$ (122,356)		$ 961,171

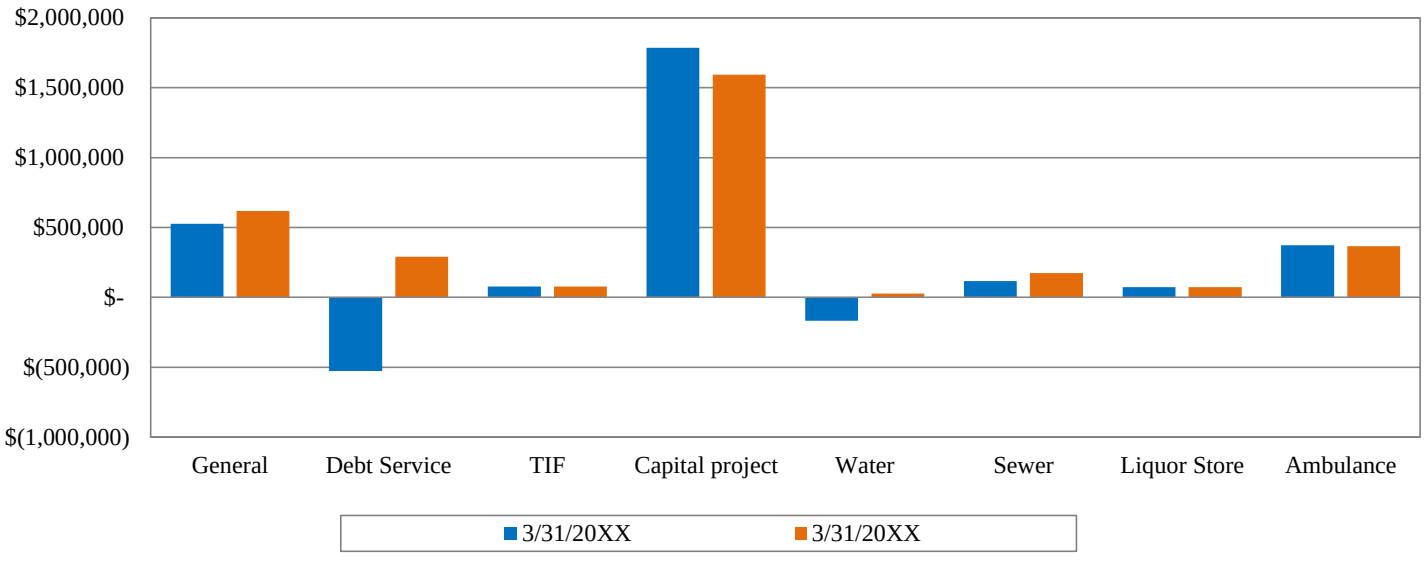
SAMPLE

Item Explanation of changes greater than $50,000.

(1) See General Fund Budget and Actual Statement for additional detail. Property tax and intergovernmental revenue are not receipted until Ju December. General fund reserves must be used to finance general operations until these revenue sources become available.

(2) Debt service obligations were due and paid. Property tax and special assessment will not be receipted until July and December.

Cash Balance by Fund Compared to Prior Year



Fund

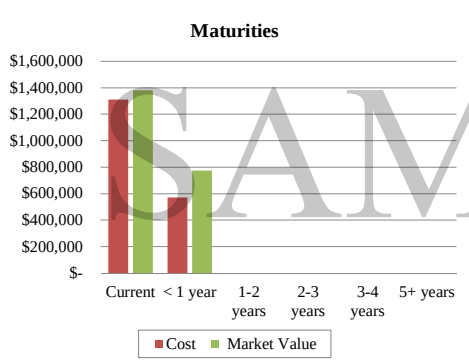
- General
- Debt Service
- TIF
- Capital project
- Water
- Sewer
- Liquor Store
- Ambulance

Key

- Varies more than 10% than budget positively
- Balance decreased more than 10% over prior year
- Balance within 10% of prior year

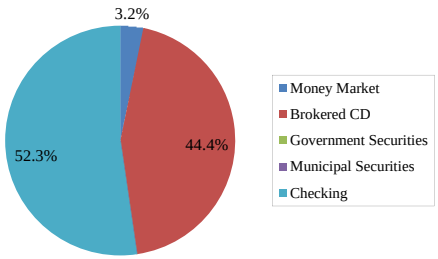
CITY OF SAMPLE, MINNESOTA
Schedule of Investments
For the Month Ending March 31, 20XX

Description	Market Value 1/1/20XX	Deposits	Expenditures	Transfers	Interest	Cost 3/31/20XX	Market Value 3/31/20XX	Unrealized Gain / Loss
General Fund	$ 516,267.21	$ 906,734.90	$ (1,062,797.52)	$ -	$ 133.12	$ 360,337.71	$ 360,337.71	$ -
Ambulance Donations	53,588.01	4,300.00	(535.44)	-	20.26	57,372.83	57,372.83	-
Ambulance Debit Card Acct	1,882.33	-	(250.93)	-	0.68	1,632.08	1,632.08	-
General Fund	923,197.66	-	(250,000.00)	-	2,270.84	675,468.50	675,468.50	-
Fire Dept Debit Card Acct	574.97	-	-	-	0.22	575.19	575.19	-
Twp/Donations Acct	4,741.30	12,055.00	-	-	2.88	16,799.18	16,799.18	-
Fire Truck Utility Acct	10,188.16	-	-	-	3.79	10,191.95	10,191.95	-
Police Dept	4,675.43	5.00	-	-	1.74	4,682.17	4,682.17	-
Liquor store Petty Cash	12.94	335.00	(335.00)	-	-	12.94	12.94	-
Ambulance CD	32,065.17	-	-	-	96.00	32,161.17	32,161.17	-
Ambulance CD	24,402.16	-	-	-	90.84	24,493.00	24,493.00	-
Ambulance CD	132,709.95	-	-	-	496.77	133,206.72	133,206.72	-
Money Market	3,852.48	273,000.00	(287,000.00)	10,486.07	2.85	341.40	70,000.00	69,658.60
BMW Bank	64,094.72	-	64,000.00	(548.47)	548.47	127,546.25	127,000.00	(546.25)
GE Cap Retail Draper Utah	62,155.62	-	(62,000.00)	340.07	340.07	495.69	62,269.70	61,774.01
CIT Bank	73,503.70	-	(73,000.00)	618.80	618.80	1,122.50	73,960.68	72,838.18
Goldman Sachs	74,780.70	-	(74,000.00)	649.27	649.27	1,429.97	75,084.10	73,654.13
GE Cap Bank Inc Retail	73,405.88	-	-	404.81	1,382.21	73,810.69	73,648.24	(162.45)
Goldman Sachs	62,981.73	-	-	693.00	693.00	63,674.73	63,151.20	(523.53)
Goldman Sachs USA NY	77,801.10	-	-	638.99	1,464.73	78,440.09	77,963.34	(476.75)
Safra Natl Bank NY	88,669.81	-	-	360.87	711.99	89,030.68	88,936.81	(93.87)
Sallie Mae SLC Bank	74,950.50	-	-	556.04	1,859.24	77,365.78	75,314.25	(2,051.53)
GE Cap Bk INC Retail	49,446.50	-	-	403.29	403.29	50,253.08	49,733.00	(520.08)
Sallie Mae BK Murray, UT	-	-	-	-	-	-	-	-
	$ 2,409,948.03	$ 1,196,429.90	$ (1,745,918.89)	$ 16,921.14	$ 11,791.06	$ 1,882,762.70	$ 2,153,994.76	$ 271,232.06



Maturity	Cost 3/31/20XX	Market Value 3/31/20XX	Variance 3/31/20XX
Current	$ 1,311,614.37	$ 1,380,726.72	$ 69,112.35
< 1 year	571,148.33	773,268.04	202,119.71
1-2 years	-	-	-
2-3 years	-	-	-
3-4 years	-	-	-
5+ years	-	-	-
	$ 1,882,762.70	$ 2,153,994.76	$ 271,232.06

Weighted average Rate of return	0.47%	3/31/20XX
Average Maturity (years)	0.97	3/31/20XX



Investment Type	Market Value 3/31/20XX
Money Market	$ 70,000.00
Brokered CD	956,922.21
Government Securities	-
Municipal Securities	-
Checking	1,127,072.55
	$ 2,153,994.76

SAMPLE

Attachment D

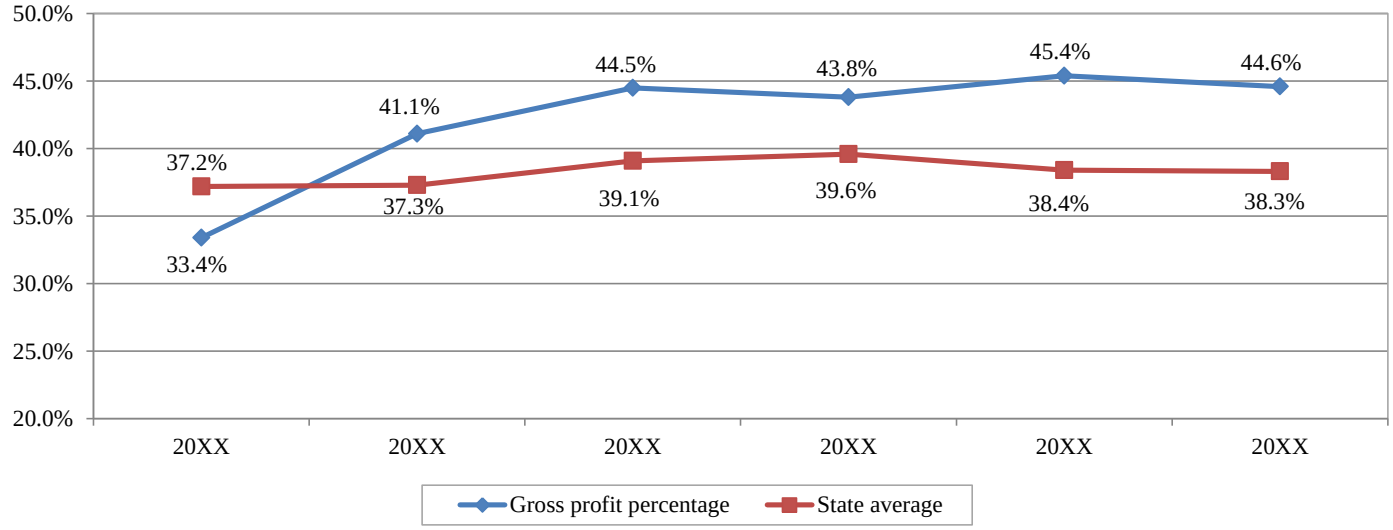
CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
LIQUOR STORE FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)		Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES						
On sale	$ 36,928	$ 48,194	$ 11,266	(1)	$ 35,650	135.2 %
Off sale	39,802	42,505	2,703		44,750	95.0
Other merchandise	18,676	21,316	2,640		11,750	181.4
Cigarettes, other	1,744	1,886	142		2,000	94.3
Pulltab	2,047	2,593	546		2,500	103.7
Miscellaneous	3,176	10,056	6,880		1,800	558.7
TOTAL REVENUES	102,373	126,550	24,177		98,450	128.5
EXPENSES						
Salaries and benefits	29,593	32,523	2,930		28,892	112.6
Supplies	8,266	6,955	(1,311)		4,475	155.4
Cost of goods sold	69,372	75,207	5,835		51,300	146.6
Other	13,757	10,107	(3,650)		14,338	70.5
Depreciation	-	2,225	2,225		2,225	N/A
TOTAL EXPENSES	120,988	127,017	6,029		101,230	125.5
EXCESS REVENUES OVER EXPENSES	$ (18,615)	$ (467)	$ 2,313		$ (2,780)	- %

SAMPLE

Sales	$ 113,901
Cost of sales	75,207
Gross profit	$ 38,694
Gross profit percentage March 31, 20XX	34.0%

Gross Profit Percentage vs. State Average



* 20XX municipal liquor state report is not available at this time. An estimated average has been used for comparison.

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) Liquor sales are up 25% ($5,241) from 1st Quarter of 20XX and beer sales are up 39% (6,101) from 1st quarter of 20XX.

Attachment D

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
WATER FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

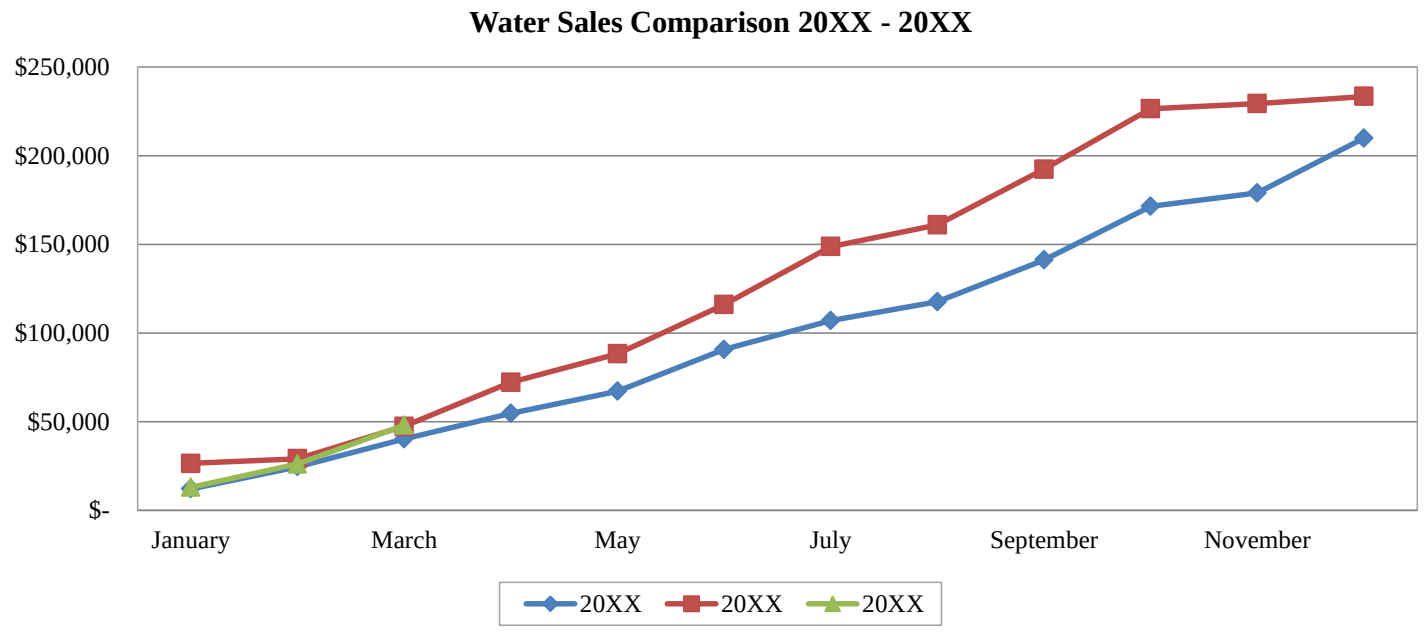
WATER FUND

	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)	Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES					
Charges for services	$ 47,335	$ 47,973	$ 638	$ 51,112	93.9 %
Miscellaneous	25	51	26	-	100.0
TOTAL REVENUES	47,360	48,024	664	51,112	94.0
EXPENSES					
Salaries and benefits	8,595	8,369	(226)	8,689	96.3
Supplies	2,387	4,608	2,221	6,125	75.2
Other services and charges	1,802	5,468	3,666	2,831	193.1
Repair and maintenance	460	-	(460)	5,125	-
Utilities	5,761	3,686	(2,075)	5,000	73.7
Interest	-	-	-	2,819	-
Depreciation	-	26,250	26,250	26,250	100.0
TOTAL EXPENSES	19,005	48,381	29,376	56,839	85.1
EXCESS REVENUES OVER EXPENSES	$ 28,355	$ (357)	$ 5,370	$ (5,727)	6.2 %

SAMPLE

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) NONE



Attachment D

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
SEWER FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

SEWER FUND

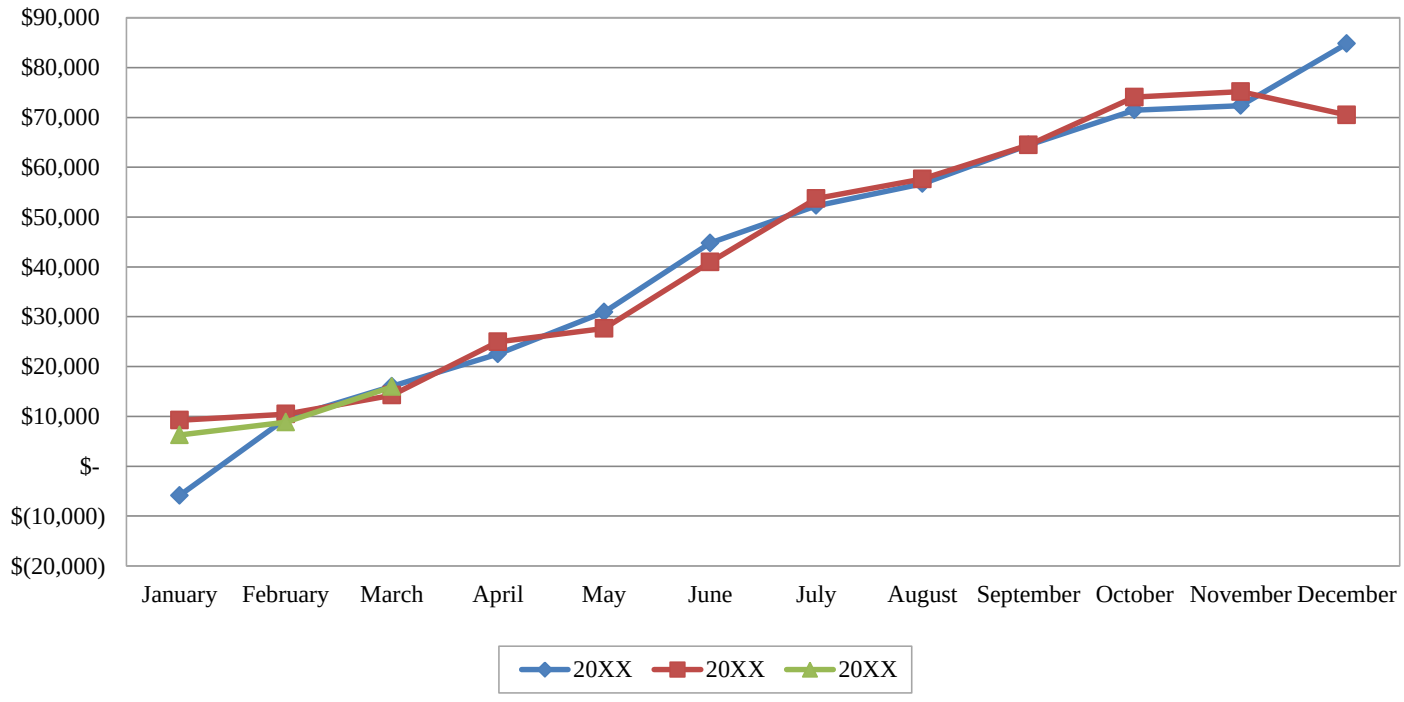
	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)	Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES					
Charges for services	$ 14,243	$ 15,935	$ 1,693	$ 18,860	84.5 %
Miscellaneous	-	347	347	250	138.8
TOTAL REVENUES	14,243	16,282	2,040	19,110	85.2
EXPENSES					
Salaries and benefits	5,855	5,324	(531)	6,475	82.2
Supplies	3,139	112	(3,027)	1,000	11.2
Other services and charges	1,755	1,716	(39)	2,334	73.5
Repair and maintenance	1,379	374	(1,005)	129,125	0.3
Utilities	480	1,549	1,069	2,500	62.0
Interest	-	-	-	1,320	-
Depreciation	-	19,950	19,950	19,950	100.0
TOTAL EXPENSES	12,608	29,025	16,417	162,704	17.8
EXCESS REVENUES OVER EXPENSES	$ 1,635	$ (12,743)	$ 130,850	$ (143,593)	8.9 %

SAMPLE

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) NONE

Sewer Sales Comparison 20XX - 20XX



AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, APRIL 19, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. April 5, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements
1. Parks, Recreation, and Culture Board Meeting — Tuesday, April 26, 2016 at 6:00 p.m.
2. City Council Meeting — Tuesday, May 3, 2016 at 7:00 p.m.
3. EDA Meeting — Tuesday, May 3, 2016
   (Immediately following the City Council Meeting)
4. Planning Commission Meeting — Tuesday, May 10, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Presentation of 2015 Annual Financial Report and Management Letter (*Matt Vos, AEM, LLP*)
2. Presentation of Water and Sanitary Sewer Rate Study (*Jessica Green, Northland Securities*)

<u>City Administrator Don Lorsung</u>
3. Consider Utility Ordinance Updates
   a. Ordinance Amending the Code for the City of Isanti, Chapter 325, Water
   b. Ordinance Amending the Code for the City of Isanti, Chapter 260, Sewer
   c. Ordinance Amending the Code for the City of Isanti, Chapter 260, Sewer, Sewer Availability and Usage Charges
4. Resolution Approving a Site Plan, Conditional Use Permit and Variance for a Second Building at Prairie Senior Cottages Located on the Property at 705 6th Ave NE
5. Resolution Approving a Conditional Use Permit for BowDaddy Archery to Operate an Outdoor Archery Range on the Property at 801 Highway 65 NE
6. Ordinance Amending the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space
7. Consider Ordinance to Amend City Council Chapter 227 Parking and Storage
8. Resolution Accepting Interim Finance Director Services
9. Consider Execution of Contract with CGI for City Marketing Video

Police Chief Gene Hill

10. COPS Grant Funding Opportunity
11. Bureau of Justice Assistance Grant

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $238,220.28 and Payroll in the Amount of $89,870.77
2. Final Meeting Minutes for the March 1, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the March 8, 2016 Planning Commission Meeting
4. Resolution Approving Community Garden Volunteer Policy
5. Resolution Accepting Donation from Performance Dock and Lift to the City of Isanti
6. Resolution Authorizing the Execution of Repayment Agreement with Progressive Homes, LLC for Lot 22, Block 1, Isanti Meadows
7. Request from Rice Companies for an Exemption to the Parking Restrictions on Oakwood St NE from April 20th to June 1st, 2016
8. Resolution Authorizing the Acquisition of a Utility Easement for Placement of a Watermain on Property Owned by the Cambridge-Isanti School District
9. Resolution Awarding Quote for Outsourcing the Mowing Nuisance Week/Grass Abatement of Lots
10. Resolution Awarding Quote and Authorize Entering Into a Two Year Contract for Refuse Services
11. Resolution Authorizing the Purchase of Ten H&K MP5 Squad Rifles from the City of Blaine
12. Resolution to Declare Certain Property as Surplus and Authorize its Sale by Public Auction
13. Resolution Authorizing an Extension to Officer Barrows to Use his Accrued Vacation
14. Resolution Offering the Position of Human Resources/ City Clerk to Lindsey McInnis
15. Resolution Authorizing Signatures and Identifying Official Signatures on Documents Pertaining to City Matters
16. Resolution Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments
17. Ordinance Combining the Offices of City Clerk and Treasurer
18. Resolution Approving a Contract for Building Official Consulting Services

M. Other Communications

1. Draft Meeting Minutes for the April 5, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the April 12, 2016 Planning Commission Meeting
3. March Police Department Report
4. March Code Enforcement Report
5. March Building Inspector Report
6. April Engineering Report

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, APRIL 5, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Adam Johnson

Staff Present: City Attorney Clark Joslin, Human Resources/City Clerk Karissa Henning, Police Chief Gene Hill, Economic Development Director Sean Sullivan and City Engineer Brad DeWolf

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D. Adopt Agenda

Councilmember Lundeen asked that item L.10 be moved to K.15.

Motion by Lundeen, second by Collison to approve the agenda with the aforementioned modification. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. Week of the Child - April 10 through April 16, 2016

Mayor Wimmer read the proclamation and then invited all young guests attending the meeting to receive a small gift and have a group picture taken with the Mayor.

2. **Commendation to Karissa Henning, Human Resources/City Clerk**

Mayor Wimmer read the plaque presented to Henning for her nearly 5 years of service to the City of Isanti and noted that Karissa will be providing guidance to the City as needed following her departure.

F. Approve City Council Minutes

1. March 15, 2016 – Regular Meeting of the City Council

Motion by Lundeen second by Collison to approve the regular City Council Meeting Minutes of March 15, 2016 as presented

G. Citizens Input

None

H. Announcements

Announcements were read

I. Council Committee Reports

The Mayor stated that he, DeWolf and Wood took a walk along Main Street and discussed a number of issues including the condition of the sidewalk in front of Isanti Meats, which seems to have been made of sub grade materials. The City will be looking into costs for having this repaired including the curb and road which is showing significant wear. The Mayor expressed concern that, despite the mild winter, curbs were

showing significant wear. He allowed that the wear may be due to an equipment or training issue, but asked that this be addressed at the next Public Works Committee meeting.

The Mayor stated that the City would be meeting with the Fire District the following day; noting that the Fire District performed a controlled burn of some grasses and there was apparently some confusion as to where the burns should and should not be done. The Mayor stated that there had been a long held understanding that the City would not have open fires apart from backyard camp fires, etc. The Mayor noted that current City Code refers to State Statute, so the City intends to update City code to reflect the long time understanding and practices that have been in place. The Mayor underscored his belief that there is no need to do burns of this type within City limits.

The Mayor updated the Council on where the City is in the process of creating a preliminary Utility Fee Report. Although the report was not ready to be presented at this meeting, the Mayor wanted to give the Council a sense of what is being recommended. Under consideration is the cutting of the City Sanitary Base fee in half and the Water Base Fee being reduced by 25%. This would give all residents a $16.00 per month reduction in their current fees. The Mayor indicated that the process would be to: confirm the preliminary report would take the City to where it wants to be; it will then be presented at the next City Council meeting; and the Council will officially adopt it as it does with all the fees at the end of the year. The Mayor remarked that it may be that another adjustment could be made to the fees; however, he does want the report to be reviewed by the new Finance Director prior to making any determinations.

The Mayor indicated there would have been another item to address at this meeting had Lorsung been available; however, the Mayor still wished to mention to the Council that committees are referred to as committees because they meet on a regular basis. The Personnel and Financial Committees, however, have been meeting more frequently so the City will start counting interviews, meeting negotiations, etc. as meetings. The Council is to receive a per diem for each committee meeting they attend.

Bergley stated that he has been attending the North 65 Trunk Highway meetings and noted that Lorsung has spoken with Carolyn Braun who administrates the coalition meetings and she made it clear that the City of Isanti is not a member of the coalition. Presently Bergley attends these meetings; however, his participation is merely that of an observer and not a voting member. Bergley asked if the Council wanted him to continue to attend those meetings. Bergley also asked if the City has made the statement that it is not happy with the Quorum consisting of such a low number of members. The Mayor responded that he had received a call from one of the supervisor's from Athens Township who indicated that the City of Isanti still needed to attend, that the City is still a member of the coalition and having failed to sign the Joint Powers Agreement does not exclude the City from membership as the coalition. The Mayor responded to the supervisor that this was not what the City had been told and forwarded the written communication to him that Lorsung had received from Ms. Braun stating that the City is not a member. The Mayor indicated that it is now up to the Coalition to determine if the City of Isanti is a member or not. The Mayor remarked that several of the Coalition board members were under the impression that the City is still, or should be, a member and apparently their staff does not agree. The Mayor reiterated that the City wants to be a member of the coalition; however, the City believes that having 40% of the membership represent a quorum is unacceptable. Bergley stated that the Coalition is not recognizing Isanti as long as Isanti does not pay its dues as members. Bergley asked how long it will take the City to determine its stance one way or the other. The Mayor responded that he did not feel Bergley needed to continue to attend the meetings although he allowed that Bergley is free to do so and it would be informative if he chose to continue. The Mayor replied that the supervisor from Athens Township with whom he spoke was surprised by the communication received by the City as it had not been previously discussed at any of the meetings. Bergley expressed his willingness to continue attending the meetings as a number of interesting topics are discussed that pertain to

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the area. The Mayor suggested that the City give the coalition one month to make a determination on this issue.

J. Public Hearings - None

K. Business Items

1. **Resolution 2016-095 Approving a Special Event Request for a Run/Walk for the Isanti Intermediate School and School for All Seasons**

Jesse Jennisen, one of the event director's, indicated that any money raised by this event would be given as a scholarship to seniors at Cambridge-Isanti High School.

Motion by Collison second by Bergley to approve Resolution 2016-095 as presented. Motion carried unanimously.

2. **Resolution 2016-096 Approving a Special Event Application for the Cambridge-Isanti Soccer Club Kohl's Cup**

Jenny Nystrom, President of the Cambridge-Isanti Soccer Club, stated that the club was hoping to get approval to host the Kohl's American Cup which would be held on June 11th of this year. Ms. Nystrom indicated that they expect approximately 1,000 players and their families. The Mayor noted that it is one of the big events the Cambridge-Isanti Soccer Club is involved with and that they do a great job. He also remarked that there was a period a few years back where the grounds were not being managed as well as they are today and that the past two presidents of the organization have done a fantastic job.

Motion by Lundeen second by Bergley to approve Resolution 2016-096 as presented. Motion carried unanimously.

3. Consider Rum River BMX Association Special Event Requests
   a. **Resolution 2016-097 Approving a Special Event Application for the Land O' Lakes National Event, May 13 -15, 2016**
   b. **Resolution 2016-098 Approving a Special Event Application for the State Champion Race and Olympic Day Event, June 25-26, 2016**
   c. **Resolution 2016-099 Approving a Special Event Application for the MN State BMX Finals, August 26-28, 2016**
   d. **Resolution 2016-100 Approving a Special Event Application for the Double Point BMX Racing Event and College Scholarship Fundraiser, October 29-30, 2016**

Motion by Lundeen second by Bergley to approve Resolutions 2016-097, 2016-098, 2016-099 and 2016-100 as presented. Motion carried unanimously.

Lundeen asked Track Operator Kevin Riedemann if the person who would follow Riedemann would do as good a job as Track Operator. Riedemann indicated that as the association grows and evolves, systems are being put in place that will solidly sustain the organization. Lundeen has been told by many people who have been involved with the BMX track that Riedemann does an outstanding job and those people are afraid of the day when Riedemann would elect to step down. Lundeen stated his hope that Riedemann is grooming someone to follow in his footsteps. Riedemann noted that it has been a big part of his family's life; having done tremendous things for them, as well as, other members of the organization and community. He stated that it is a passion that you can't turn off and walk away from unless you know it is in good, solid hands and things are running smoothly. Riedemann commented that he had recently attended a track operators' summit, noting it was very flattering to hear from others about what the community of Isanti is doing and

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how the partnership between the City and the Track is really blossoming.

4. Consider Resolutions to Accept Bids for River Bluff Preserve Park Improvements for a Parking Lot, Water Line and Trails
   a. **Resolution 2016-101 Awarding the Bid for the Parking Lot For River Bluff Preserve**
   b. **Resolution 2016-102 Awarding the Bid for the Water Line for the Community Garden in River Bluff Preserve**
   c. **Resolution 2016-103 Awarding the Bid for the Trails for River Bluff Preserve**

Bergley raised the question of how long it would be until the Park Dedication Fund would repay the General Fund. The Mayor stated that when the economy had slowed down, the Council approved taking approximately $140,000 out of the Parks & Rec. Fund which was the interest money to help balance the General Fund. The General Fund never paid this back. Park Dedication Funds can only be used for new parkland purchases or new equipment. Although the Mayor could not state exactly when the $27,000 borrowed from the General Fund would be replenished, he anticipated it would be within 5 years.

Collison asked if the parking lot would be large enough for someone pull in with a pickup truck and back up easy enough when they wanted to leave. The Mayor responded that there was parking on the one side. Collison stated that the parking seemed a bit narrow.

Motion by Lundeen second by Collison to approve Resolutions 2016-101, 2016-102 and 2016-103 as presented. Motion carried unanimously .

5. **City of Isanti Organizational Chart 2016- 2020**

The Mayor stated that the Organizational Chart was one of the goals from City Council goal setting. The Mayor remarked that at this time, the City is in flux with a couple positions that are currently open; however, the organizational chart reflected the timeline and how the City sees these positions developing going forward. Bergley asked if the financial impact of position changes from 2016 to 2020 as described in the proposal was known. The Mayor indicated that this Organizational Chart reflected the plan. In planning budgets in subsequent years, the budget would need to address this plan. The Mayor noted that the plan for the organization is not locked, but rather would reflect the economy and growth of a given year.

Motion by Lundeen second by Bergley to approve the City of Isanti Organizational Chart as presented. Motion carried unanimously.

6. **Resolution 2016-104 Approving to Increase the Part-Time Community Events and Parks Coordinator Position to a Full-Time Position; Approving the Amended Job Description, Pay, and Points; and Promoting Part-Time Community Events and Parks Coordinator Katie Everett to the New Full-Time Community Events and Parks Coordinator Position**

Motion by Collison second by Bergley to approve Resolution 2016-104 as presented. Motion carried unanimously..

7. **Resolution 2016-105 Promoting Public Services Director Josi Wood to Public Services Director/ Assistant City Administrator and Approving an Amended Job Description, Pay Range, and Points**

Motion by Lundeen second by Bergley to approve Resolution 2016-105 as presented. Motion carried unanimously

8. **Resolution 2016-106 Removing a City Councilor from City Boards and Commissions**

Motion by Bergley second by Collison to approve Resolution 2016-106 as presented. Motion carried unanimously.

9. **Resolution 2016-107 Authorizing Hiring Recommendations to go to Council Prior to the Completion of Background and Reference Checks to Expedite the Hiring Process**

Motion by Lundeen second by Bergley to approve Resolution 2016-107 as presented. Motion carried unanimously.

10. **Resolution 2016-108 Authorizing the Movement of Certain Fund Balances**

Motion by Lundeen second by Bergley to approve Resolution 2016-108 as presented. Motion carried unanimously.

11. **Resolution 2016-109 Adopting a Fund Balance Policy for Water Fund 601 and Sewer Fund 602**

The Mayor noted that the policy states that, like the General Fund, the City will never go below 50% of the fund balance. This policy relates to maintaining a Bond rating.

Motion by Lundeen second by Bergley to approve Resolution 2016-109 as presented. Motion carried unanimously.

12. **Resolution 2016-110 Approving an Operating Agreement between the City of Isanti and the Cambridge-Isanti School District for the Use of the River Bluff Preserve and the Community Garden**

The Mayor indicated that the school grades Kindergarten through eighth would be working a one acre plot as part of an on-going project.

Motion by Lundeen second by Bergley to approve Resolution 2016-110 as presented. Motion carried unanimously.

13. **Resolution 2016-111 Approving the Purchase of a Server for the Finance Department**

The Mayor explained that this is to take on the new software system for the Finance Department.

Motion by Lundeen second by Bergley to approve Resolution 2016-111 as presented. Motion carried unanimously.

14. **Resolution 2016-112 Approving the Purchase of Employee Replacement Computers**

Five of the computer replacements were budgeted for 2016. A sixth computer was been determined to desperately need replacement as well.

Motion by Lundeen second by Bergley to approve Resolution 2016-112 as presented. Motion carried unanimously.

15. **Resolution 2016-113 Authorizing Staff to Accept a Donation from Allina Health for up to Four Res-Q-CPR System Devices**

The Mayor stated that this item was moved up from the Consent Agenda as it is a significant donation. The recitation devices sell for $1,350 each and Allina Health has donated three to the City of Isanti Police Department. Chief Hill gave a description of the device and its use.

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Motion by Lundeen second by Collison to approve Resolution 2016-113 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $302,539.85 and Payroll in the Amount of $93,939.30
2. Final Meeting Minutes of the February 23, 2016 Parks, Recreation and Culture Board Meeting
3. **Resolution 2016-114** Acknowledging Permanent Employee Status for Community Events and Parks Coordinator Katie Everett
4. **Resolution 2016-115** Accepting the Resignation of Human Resources/City Clerk Karissa Henning
5. **Resolution 2016-116** Authorizing the Chief of Police to Purchase and Install the Interview Room Video and Audio Recording System
6. **Resolution 2016-117** Authorizing the Sale of Seized/Forfeited Firearms to S.H.R. Sales and to Purchase New, Modern Shotguns
7. **Resolution 2016-118** Authorizing the Purchase of a New Panasonic Toughbook CF-31 Computer for a Squad Car
8. **Resolution 2016-119** Offering the Position of Police Officer to Brian Saba
9. **Resolution 2016-120** Authorizing Language Changes to Update Several Police Department Policies
10. **Resolution 2016-121** Approving an Amendment to the Personnel Policy Section 13, Employee Education & Training
11. **Resolution 2016-122** Approving the Extension of the City Hall Server Warranty to February 2018
12. **Resolution 2016-123** Approving Funding for the Public Services Director Josi Wood to Attend Training on Municipal Engineering Fundamentals
13. **Resolution 2016-124** Authorizing a Memorandum of Understanding (MOU) with PDL Properties, LLC
14. **Resolution 2016-125** Approving Specifications and Authorizing the Request for Quotes for Electrical Maintenance Services
15. **Resolution 2016-126** Accepting the Resignation of Administrative Data Clerk Carla Scharber
16. **Resolution 2016-127** Accepting the Resignation of Finance Director Brenda Frechette
17. **Resolution 2016-128** Offering the Seasonal Parks Maintenance Positions to Greg Rambow and Justin McDonough
18. **Resolution 2016-129** Adopting an Amendment to the Policy on Naming Parks
19. **Resolution 2016-130** Approving the State of Minnesota Joint Powers Agreements with the City of Isanti on Behalf of its City Attorney and Police Department

Motion by Lundeen, second by Collison to approve the consent agenda. Motion carried unanimously.

Motion by Lundeen, second by Bergley to adjourn. Motion carried unanimously. Meeting adjourned at 7:32 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

DRAFT

K.1.

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: April 14, 2016

Subject: 2015 Annual Financial Report and Management Letter

Matt Vos, AEM will be presenting the 2015 Annual Financial Report (Audit) and Management Letter at the meeting. The Finance Committee has reviewed the report and letter. Attached for your consideration is a Resolution to accept the 2015 Annual Financial Report and Management Letter.

RESOLUTION NO. 2015-

RESOLUTION ACCEPTING THE 2015 ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTER

WHEREAS, MN State Statutes require the City of Isanti to employ a certified public accounting firm to audit, examine and report upon the books and records of the accounts of the City; and

WHEREAS, the City of Isanti designated the public accounting firm of Abdo, Eick & Meyers, LLP for their auditors for 2015; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby approves the 2015 Annual Financial Report and Management Letter.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

K.2.

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: April 14, 2016

Subject: Water and Sanitary Sewer Study Report

Jessica Green, Northland Securities, will be presenting the Water and Sanitary Sewer Rate Study at the meeting. The Finance Committee has reviewed the study. Attached for your consideration is a Resolution to accept the Water and Sanitary Sewer Rate Study.

RESOLUTION NO. 2016-

RESOLUTION ACCEPTING THE WATER AND SANITARY SEWER RATE STUDY REPORT

WHEREAS, the City of Isanti, through City Council Resolution No. 2016-020, accepted the proposal from Northland Securities to perform a utility rate study for the water and sanitary sewer utilities; and

WHEREAS, Northland Securities, working with the Finance Committee and staff, has completed the water and sanitary sewer rate study;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby accepts the Water and Sanitary Sewer Rate Study as prepared by Northland Securities.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

K.3.

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: March 22, 2016

Subject: Utility Ordinance Updates

Staff has been working with the Finance Committee to update city code language in Chapter 260, Sewer and Chapter 325, Water to address the charging of base fees to inactive accounts and clarification on the methods of charging for sewer usage.

Water and Sewer Ordinance Updates – Charging of Base Fees for Inactive Accounts

Please find attached an amendment to City Code Chapter 325-9 Right to discontinue service reserved and City Code Chapter 260-8, Availability Charge. The underlined sections in each amended ordinance extends the charging of 50% of the monthly base fee to water and sewer accounts where the owner/user has requested shut-off of their utility connection.

Sanitary Sewer Ordinance Update – Charges for Sewer Usage

Staff has been working on revising the language in City Code Chapter 260-8, Paragraph B (3) (see attached). The code changes would clarify and allow for two methods of charging for sewer usage. It would allow for usage by water consumption, Gallon per Gallon, and Winter Averaging, where sewer charges are based on usage in January, February and March. For accounts that use winter averaging, but are vacant and not using water, an averaged usage of 3,500 gallons would be applied. With either method of billing, the sewer charge will not exceed the actual metered water usage. Election of the method of charging is made when the account is set-up.

Attached are the draft ordinances for your consideration.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 325, WATER

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Chapter 325, Article II, Section 325-9, Right to discontinue service reserved, Paragraph D, of the Code of the City of Isanti is hereby amended as follows:

§ 325-9. Right to discontinue service reserved, Paragraph D.

D. User/Owner shutoff request. The owner or their authorized agent may request that their water be shutoff. The City will then shut off the water and if necessary remove the water meter for a fee. Turning on the water and reinstalling the meter will cost an additional fee. Fees shall be as set by resolution of the City Council, as specified in City Code Chapter A344, Fee Schedule. ~~While the water is shutoff, the owner/user will not be billed for the monthly water base fee charge~~. While the water is shutoff, the owner/user will be billed a monthly fee equal to 50% of the water base fee. The owner is responsible for the monthly water base fee charge and if unpaid shall be a lien on the property pursuant to Paragraph 325-7 of this Article.

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Adopted on: April 5, 2016
Published on: April 13, 2016
Effective Date: April 13, 2016

ORDINANCE NO. **K.3.b.**

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 260, SEWER

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 260-8. Paragraph A, Availability Charge.

Section 260-8. Paragraph A, is amended as follows:

A. Availability Charge. The owner of any premises to which the City sewage treatment is reasonably available shall pay a monthly availability charge equivalent to fifty percent of the sewer base fee as provided in Section 260, Attachment A, Sewer Rate Table, unless and until said premises is hooked up to the City treatment system; at such time as said premises is hooked up to the City sewage treatment system, sewage treatment rates for use of the City treatment system shall be paid as provided in this § 260-8 of this article. In the event service is disconnected, the owner will be billed a monthly fee equal to fifty percent of the sewer base fee.

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources / City Clerk

Adopted on:	April 5, 2016
Published on:	April 13, 2016
Effective Date:	April 13, 2016

ORDINANCE NO. **K.3.c.**

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 260, SEWER, SEWER AVAILABILITY AND USAGE CHARGES

THE CITY COUNCIL OF THE CITY OF ISANTI HEREBY ORDAINS AS FOLLOWS:

The Code of the City of Isanti, Chapter 260, Sewers, Article II, Sewage Treatment System, Section 260-8 Sewer availability and usages charges is hereby deleted in its entirety and amended to read as follows:

Section 260-8, Paragraph B (3),

For the purposes of calculating the sewer charge, residential users will have the option of selecting gallon for gallon (actual usage based on water usage) or the winter average method. The winter average is calculated by using the average of water billed for the months of January, February and March of each year. For any month during the averaging period that a property is vacant, that account shall be assigned a minimum usage of 3,500 gallons. Winter averages are updated annually on the April billing statement. Once selected the method of sewer calculation will remain in force until the property is sold. In no case will the sewer charge exceed the actual metered usage.

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

Adopted on:	April 5, 2016
Published on:	April 13, 2016
Effective Date:	April 13, 2016

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: April 19th, 2016

Subject: Request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota.

Background

Prairie Senior Cottages was granted site plan and conditional use permit approval 2010 for two buildings on this site with the condition that the second building would need to be constructed within 5 years of site plan approval. That date passed in November 2015.

Prairie Senior Cottages has submitted a request for a second building on their property at 705 6th Ave NE. The proposed building is 16,340sf with an attached garage and contains 24 rooms and a total of 28 beds. A fenced in outdoor area with a gazebo is provided on the south side of the building for the residents similar to the existing building. This building is larger than the first building in that it will accommodate up to 28 residents verses 20 residents in building 1. The layout of building two has also been updated to allow for more efficient use of the outdoor area. Staff has requested that additional trees be planted along the norther border of the property providing more of a buffer between it and the commercial use to the north, this has been reflect on the most recent plans. A request was also made to connect the sidewalk extending south from the bank to the Prairie Senior Cottage property; this has too been reflected on the most recent plans.

The site plan details are outlined below. All elements meet or exceed the zoning ordinance requirements except for the frontyard setback of the building. A variance is being requested to allow for a 10ft frontyard setback rather than the required 30ft setback. In addition to being in a cul-de-sac, which provides for awkward and difficult site development, the majority of the lot is composed of wetlands, leaving very little room for building movement on the site. The building is situated as far south and west as it can go while remaining outside of the wetland. The building has also been designed in a way that promotes an efficient use of the building so that residents can be within the outdoor area and still be viewed by staff. Any other layout would not allow for this type of oversight of the outdoor area. Staff has reviewed the request and feels that it is consistent with the overall feel of the facility and will not impede the safety of vehicles driving into the area. Sight lines are not impacted due to the roadway being a cul-de-sac; in addition, Prairie Senior Cottages owns the only property that would likely gain access from the cul-de-sac.

All of staffs comments and requests for revision have been made to the attached plans. The City Engineers comments have all been addressed and are reflected in the approval letter from Bolton & Menk dated March 28, 2016.

Items meeting requirements:

Building Setbacks:

Frontyard: Variance requested
Sideyard: 15ft

Street side: 20ft
Parking: 10ft

Impervious Surface:

Required: 25%, with 5% within the parking lot
Provided: **91.9%,** with 5% of the green within the parking lot

Parking:

All parking stalls meet the required dimensional standards as do all drive aisles.
Hospital/rest home/nursing home/etc. (1 stall per 4 beds, plus 1 stall per 2 employees)
Total beds: 48 beds/4 = 12 stalls
Total employees: 5 staff/shift x 2 facilities = 10 emp./2 = 5 stalls
17 Required stalls, 4 handicapped
Total Provided: 26 stalls, 6 of which are handicapped

Building Appearance:

- The building matches the existing building. It will have vinyl siding with a shingled roof.

Landscaping plan

Far exceeds requirements of 1 tree per 50ft of lot frontage.

- An underground sprinkler system is provided in landscaped areas.
- All disturbed areas and areas without an established lawn or turf shall be sodded.
- Trees, shrubs and perennials appear to meet the landscaping requirements.
- Additional landscaping is being provided along the north property line to preserve more of a residential area for this facility and to create more of a separation from the bank.

Other items

- Dumpster location is shown and is screened.
- No additional signage is being requested.
- A sidewalk will be installed to connect Prairie Senior Cottages property to the commercial property to the north as is required by the subdivision regulations.

Staff Recommendation:

Staff recommends approval of the site plan/building appearance, conditional use permit and variance.

Comprehensive Plan

The purpose of this (the General Business District) category is to identify portions of Isanti that contain or should be developed for general commercial use. Examples may include highway oriented businesses such as fast food restaurants, convenience stores, gas stations and other auto-oriented businesses. Limited office and service uses are appropriate in these areas as well, depending on scale and location.

Much of this land use is located along the Highway 65 corridor and CSAH 5. General Commercial is the largest commercial land use designation. These uses are predominantly auto-oriented in terms of access and services. Design of both site and buildings are important to maintaining a thriving commercial base. In addition, commercial businesses not located at major intersections should remain small scale, and provide services primarily to the surrounding neighborhood. Also, the architecture and site design of all commercial areas must be compatible with the surrounding neighborhood and landscape. Such issues as building size, location on the lot, building materials, screening and other design issues are important.

Zoning Ordinance Provisions

The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to

highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Site Plan Review Requirements

Prior to the construction of any new building or addition to a building that expands or changes the use of the building or parcel of land or modifies a building, accessory structure or site or land feature in any manner which results in a different intensity of use, including the requirement for additional parking or the enlargement of a building by more than 10% of its gross floor area would require a Site Plan/Building Appearance Review. When evaluating a site and building plan; Section 18, Subdivision 7 of the Zoning Ordinances states that City staff and the City Council must consider its compliance with the following:

A. Consistency with the elements and objectives of the City's development guides, including the comprehensive plan.
B. Consistency with City Codes.
C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
D. The amount and location of open space and landscaping.
E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
F. Protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and sight buffers, preservation of views, light and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
G. Consistency with the City's Engineering Design Standards as adopted by Resolution of the City Council.

Conditional Use Permit Requirements

Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
    1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
    2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
    3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
    4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
    5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
    6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
    7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Variance

The applicant is requesting a variance to allow for an increase in the amount of permitted impervious surface area. When considering a variance request, the Planning Commission shall hold a public hearing and consider the application and possible adverse effects of the proposed Variance. An application for a variance shall not be approved unless the variance, if permitted, is in harmony with the general purposes and intent of the ordinance and is consistent with the Comprehensive Plan and findings are made that failure to grant the variance would result in practical difficulties on the applicant. Practical difficulties used in connection with the granting of a variance, means that the property owner meets all of the following criteria:

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.
2. The plight of the landowner is due to circumstances unique to the property and has not been caused by the landowner.
3. A variance, if granted, will not alter the essential character of the locality.
4. Practical difficulties include but are not limited to, inadequate access to direct sunlight for solar energy systems.
5. Economic considerations alone do not constitute practical difficulties.

If the variance request meets all of the conditions of items (1) through (5) above, the variance may be granted. Economic considerations alone shall not constitute practical difficulties if reasonable use of the property exists under the terms of the Ordinance. The City Council may not permit as a variance any use which is not permitted within the zone that the property is located.

Certification of Taxes Paid

Prior to approving an application for approval of a site plan, conditional use permit or variance, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Wednesday, March 9th, 2016; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on April 6th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Planning Review Committee:

The Planning Review Committee met on April 5th, 2016 to discuss the site plan and building appearance. The committee recommended approval of the site plan/building appearance, conditional use permit and variance.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for the Site Plan/ Building Appearance Review, Conditional Use Permit and Variance request on March 9th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 6th, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 – XXX
- Findings of Fact and Conclusion
- Bolton & Menk, Inc. Approval dated March 28th, 2016
- Variance Request from Dustin Lee, Chief Operating Officer, Prairie Senior Cottages
- Site Plan and Civil Plan Package dated March 24, 2016

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE SITE PLAN/BUILDING APPEARANCE AND CONDITIONAL USE PERMIT REQUESTED FOR THE CONSTRUCTION OF PRAIRIE SENIOR COTTAGES II AND A VARIANCE TO THE FRONT YARD SETBACK ON THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, BANK SITE SECOND ADDITION

WHEREAS, Prairie Senior Cottages is requesting Site Plan/Building Appearance, Conditional Use Permit and Variance approval to allow for the construction of Prairie Senior Cottages II and to allow for less than the required front yard setback on the property legally described as Lot 1, Block 1, Bank Site Second Addition; and,

WHEREAS, the property is located within the "B-2" General Business District, which permits senior residential care facilities with approval of a conditional use permit, and;

WHEREAS, the applicant is requesting a variance to the front yard setback from thirty (30) feet to ten (10) feet; and,

WHEREAS, the City of Isanti Planning Commission evaluated the request against the criteria established in Ordinance No. 445 Zoning, Section 21 Administration and Enforcement, Article 5 Variances, Subdivision 4(A), noting that the proposal met all of the criteria noted; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the requested Site Plan, Conditional Use Permit and Variance on April 12th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the requested Site Plan/Building Appearance, Conditional Use Permit and Variance subject to the conditions as listed below based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Site Plan/Building Appearance, Conditional Use Permit and Variance at its regularly scheduled meeting on April 19th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Site Plan/Building Appearance, Conditional Use Permit and Variance and **BE IT FURTHER RESOLVED** that the requested Site Plan/Building Appearance, Conditional Use Permit and Variance for the property legally described herein, be hereby approved.

Adopted by the Isanti City Council on this 19th day of April 2016.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Prairie Senior Cottages of Isanti LLC for a Conditional Use Permit and Site Plan / Building Appearance Approval for a Memory Care / Assisted Living Facility to be located on the property at 705 6th Avenue NE.

Findings of Fact

1. The petitioner, Prairie Senior Cottages of Isanti LLC, has a purchase agreement to obtain property legally described as Lot 1, Block 1 Bank Site 2nd Addition.
2. The petitioner is proposing the construction of a second senior residential care facility on this parcel.
3. The property is zoned "B-2" General Business District, in which senior residential care facilities require a Conditional Use Permit.
4. The petitioner submitted a complete Site Plan Review Application, Conditional Use Permit Application and Variance Application on March 9th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 6th, 2016 (60-day rule).
6. A public hearing date before the Planning Commission was scheduled for Tuesday, April 12th at 7:00 p.m. at City Hall within the Council Chambers.
7. Notice of the Site Plan/Building Review, Conditional Use Permit and Variance requests were published within the Isanti County News on Wednesday, April 6th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
8. Section 18, Subdivision 7 of the Zoning Ordinance establishes the standards in evaluating a site and building plan, of which City staff and the City Council shall consider to ensure compliance.
9. Section 21, Article 2: Conditional Uses, Subdivision 3 Procedures (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Conditional Use Permit request. In addition, the Conditional Use Permit Request is subject to general performance standards and criteria as provided within Section 21, Article 2 Conditional Uses, Subdivision 4 General Performance Standards.
10. Section 21 Administration and Enforcement; Article 5 Variances, outline the requirements that must be all met in order to receive variance approval.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     The site has been designed in such a manner as to show consistency with the elements and objectives of the City's comprehensive plan. The buildings have been placed upon the property so as to conserve the wetland or natural area that is located on the south end of the site. The buildings placement and materials have paid close attention to site and building design details. This building is consistent with the site plan that was approved in 2010, but has since expired.
   - B. Consistency with City Codes.
     The site has been designed with City regulations in mind and will require approval of a variance in order to be approved.
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     Again, the site has been designed so as to maintain the wetland areas located on the south end of the property in their natural state. Additional landscaping will be added to the parcel. Soil removal and the design of grade changes will be monitored by the City

Engineer, to ensure that they are keeping with the general appearance of the adjacent developed and developing areas.

D. The amount and location of open space and landscaping.
The amount of landscaping and open space provided on the property would appear to meet ordinance requirements. Additional landscaping will act as a buffer between this traffic corridor , the bank to the north and a residential use.

E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
The proposed vehicular and pedestrian circulation system provided on site would appear to meet ordinance requirements. The sidewalk is being completed from the bank to the facility.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
There would appear to be adequate protection of adjacent and neighboring properties. Surface water drainage plans have been reviewed and approved by the City Engineer. All lighting will be constructed in accordance with said plans. Additional landscaping has been requested on the property, so as to buffer this more residential use from the existing and future commercial uses that may be constructed on surrounding parcels as well as to provide a buffer from the TH 65 corridor.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
The plans are consistent with the City Engineer's design standards.

2. In review of the factors established in Section 21, Article 2 Conditional Uses (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
The use is consistent with the goals and objectives of the Comprehensive Plan.

B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
Such use meets the purpose and intent of the Ordinance and the underlying zoning district.

C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The establishment, maintenance and/or operation of the conditional use does not appear to endanger public health, safety, morals, or comfort; as the proposed use is less intense then other uses that are permitted within this district. The proposed use would cater to residents of the facility, rather than the general public.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The conditional use does not appear to be injurious to the use or enjoyment of other properties within the vicinity for purposes already permitted. Again, the proposed use would be considered less intense than uses that are or could be located on surrounding parcels. The district in which this use would be located is commercial and auto-oriented. The proposed use is more residential in nature and steps have been taken to buffer the use from surrounding properties.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The conditional use would not appear to impede the normal and orderly development and improvement of surrounding properties for uses permitted within the district. The proposed use is located at the end of a dead-end cul-de-sac.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
The use will be placed within an area that has adequate public facilities and services available immediately upon construction of the use on the parcel.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The Planning Commission and City Council have weighed the conditional use against the other applicable regulations of the district. The conditional use would appear to meet those requirements.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
The proposed conditional use would appear to meet the general; however, a variance is necessary for the buildings front yard setback. The variance request is addressed further in the Findings of Fact.

3. In review of the general performance standards established in Section 21, Article 2 Conditional Uses, Subdivision 4, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics):*

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
The use shall have access to 6th Avenue NE. The street is a dead end cul-de-sac, on which this use will have access. The type and volume of traffic to be generated by this use is limited. The only vehicles anticipated are those of employees to the facility as well as visitors. Otherwise, residents of the facility are not able to have or drive a motor vehicle. The public right-of-way providing access to the site would appear to be sufficient.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
The design of the entrance/exit as well as the parking area would appear to minimize internal and external traffic conflicts. Traffic would appear to flow within the entrance and exit out a separate access point, thus providing a circular flow through the site. The parking area has been provided in the middle of this traffic circle, so as to minimize conflicts between vehicles moving through the site and those utilizing the parking area.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Designated walkways have been provided from each of the buildings to the parking lot located within the middle of the site. Pavement markings notify drivers entering the site, as to where pedestrian crossings are located. Sidewalks have been provided through landscaped islands within the parking lot, to further provide pedestrian access around vehicular traffic.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Based upon resident and employee information obtained from the petitioner, approximately 18 parking spaces are required on-site. 26 spaces have been provided, which would meet the requirements of the Ordinance. In addition, adequate handicapped parking facilities have been provided in accordance with ADA requirements.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.

The use is residential in nature and no loading areas and drive-thru areas have been provided. Loading of patients near the building entrances may be necessary; however, no specific modifications are required to the buildings.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
As stated, the use is more residential in nature. Landscaping is shown as requested during the first phase of development. Additional trees have been provided on the north side of the property to provide a buffer between Prairie Senior Cottages II and the bank to the north.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Overall, the proposed landscape plan would appear to meet the requirements of the Zoning Ordinance.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
Exterior lighting within the parking area as well as on the building has been proposed. Such lighting would need to meet the Ordinance requirements.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
The site drainage/grading plan have been approved by the City Engineer per the letter dated March 28, 2016.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
The principal buildings and accessory structures are coordinated and have the same exterior finish materials and treatments throughout the site. Again, the building is more residential in nature than those of the surrounding buildings. However, the appearance and design of the building/site is not so dissimilar as to cause a blighting influence.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
Provisions have been made for daily litter control. A trash enclosure is provided on the southeast corner of the building.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
Signage is existing on site. Any new signage will require approval by the Zoning Administrator.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The facility will be registered with the Minnesota Department of Health as a "housing with services provider" and will have a class F home care license. The petitioner shall file copies of such licenses with the City.

N. Any applicable business licenses mandated by City Code are approved and obtained.
No additional business licenses are mandated by the City Code for this particular use.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
The use is not open to the public, as it is a residential care facility that provides services to the residents thereof. The facility will be operational 24-hours a day; however, the operation does not appear to be incompatible with surrounding uses.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformities shall be eliminated.

The proposed use would appear to comply with the performance standards for the zoning district, in terms of parking/loading, landscaping, building materials, etc; however, a variance is necessary for the buildings frontyard setback.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.
No additional stipulations.

1. In review of the standards established within Section 21 Administration and Enforcement, Article 5 Variances, Subdivision 4 Procedures (D), the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

An application for a variance shall not be approved unless the variance, if permitted, is in harmony with the general purposes and intent of the ordinance and is consistent with the Comprehensive Plan and findings are made that failure to grant the variance would result in practical difficulties on the applicant. Practical difficulties used in connection with the granting of a variance, means that the property owner meets all of the following criteria:

A. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.
The developer would like to construct a small portion of the building within the required front yard setback in a cul-de-sac with minimal traffic and that has one property owner fronting the entire length of the cul-de-sac.

B. The plight of the landowner is due to circumstances unique to the property and has not been caused by the landowner.
The design of the cul-de-sac and amount of property consumed by wetland greatly impedes the development in the northern most portion of the lot. The developer has designed the building to the best of his abilities to meet all city requirements; however, a portion of the building encroaches into the frontyard setback.

C. A variance, if granted, will not alter the essential character of the locality.
The variance does not alter the essential character of the locality. The encroachment does not impede on the safety, privacy or environment protection of the area.

D. Practical difficulties include but are not limited to, inadequate access to direct sunlight for solar energy systems.
Not applicable.

5. Economic considerations alone do not constitute practical difficulties.
Correct. Economic considerations do not play a role in this situation

Decision

The Planning Commission reviewed the request in a public hearing on **April 12th, 2016**. The meeting minutes shall be made a part of the Findings of Fact and Conclusion.

Motion by Kennedy second by Bergley to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: March 28, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Prairie Senior Cottages Phase II – Hydraulics & Site Plan Review
Isanti, Minnesota

We have reviewed the site plan created by Roshell Engineering, LLC entitled "Prairie Senior Cottages Phase II" with a signature date of March 8, 2016, and a revision date of March 24, 2016.

The site plan includes a proposed building with an onsite parking lot.

We have reviewed the submitted site & grading plan and have the no additional comments.

We have reviewed the hydraulics submitted with the plans and have no additional comments.

We recommend approval of the plan and hydraulics as submitted.

Please contact me if you have any questions.

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

City of Isanti
Attention: Mayor George Wimmer
Community Development Director Roxanne Achman
Economic Development Director Director Sean Sullivan

110 1st avenue Northwest
PO Box 428
Isanti, MN 55040

Subject: Request for variance from the required city of Isanti cul de sac setback of 30 feet for Prairie Senior Cottages (Phase II).

On behalf of Prairie Senior Cottages (Phase II) we are requesting a variance from the 30' building setback from the property boundary as it relates to the cul de sac. The purpose of this request is to allow for the proposed building footprint to be sited in a way that makes the best use of the existing parking lot to the west while at the same time maximizing the outdoor spaces that are a big part of our resident's daily activities.

The cul de sac on the north part of the site and the existing retention pond on the south part of the site limit the options available to orient the building in a way that is functional yet still meets the needs of our residents (please refer to civil drawings C1 & C2 for reference). The proposed building location is within all of the other required setbacks and meets or exceeds the required parking totals. At its closest point the building would be 10 feet from the property boundary (refer to Landscape Plan L1.1 for dimensions).

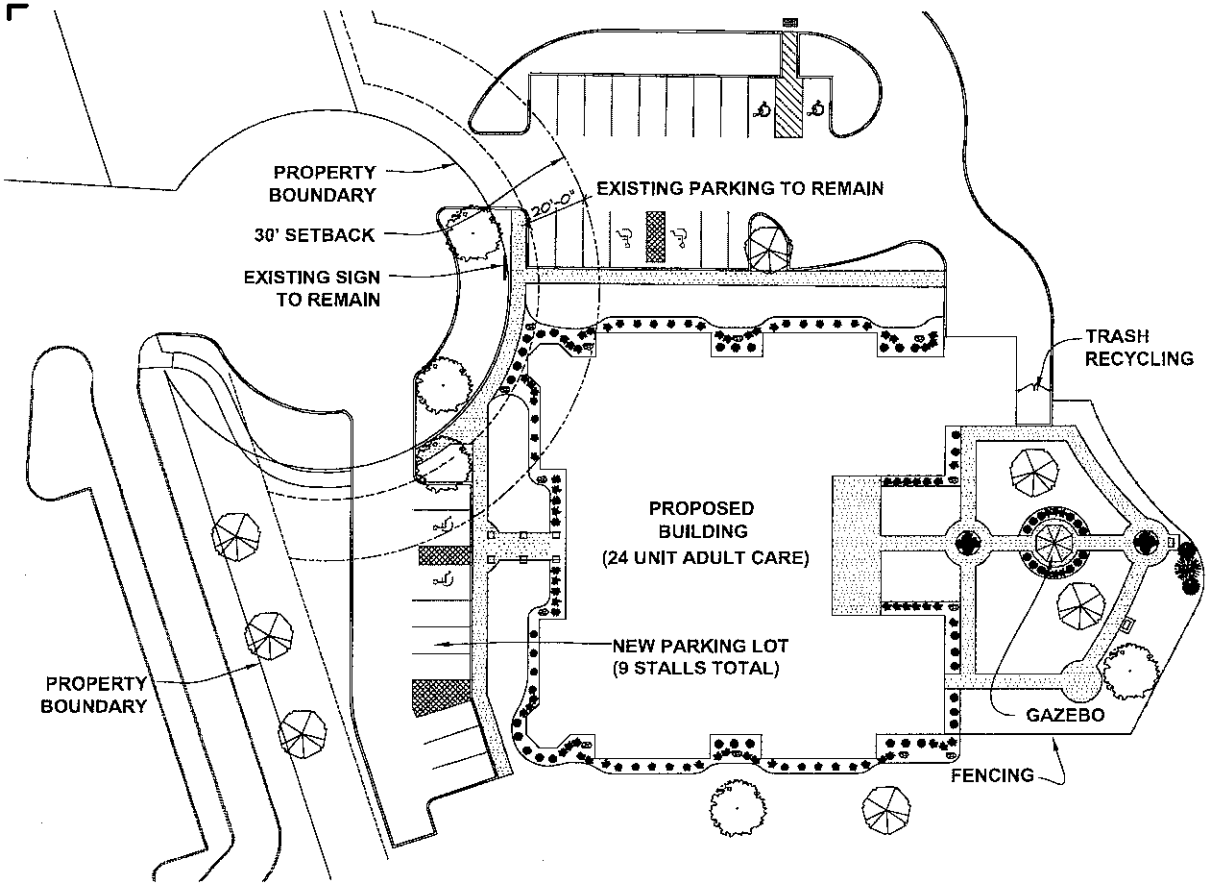
The proposed building orientation will make for an attractive entrance to the site as well as allowing the existing building and parking lot to function effectively with the next phase of the project.

Thank you for taking the time to consider our request.

Respectfully,

Dustin Lee

Chief Operating Officer
Prairie Senior Cottages of Isanti



1 / L1.1 LANDSCAPE PLAN
1"=40'-0"
0 20' 40' 80'
NORTH

PLANT MATERIALS SCHEDULE

KEY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
DECIDUOUS TREES				
	BOULEVARD LINDEN	TILIA AMERICANA 'BOULEVARD'	2.5" CAL.	SPECIMEN
	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'GEFFERS RED'	2.5" CAL.	MULTISTEM
CONIFEROUS TREES				
	BLACK HILLS SPRUCE	PICEA GLAUCA	6'-8'BB	SPECIMEN
PERENNIALS				
	NORTHWIND SWITCH GRASS	PANICUM VIRGATUM 'NORTHWIND'	1 GAL.	24" OC
	KARL FOERSTER	CALAMAGROSTIS XACUTIFLORA	1 GAL.	24" OC
	RED FLAME MISCANTHUS	MISCANTHUS VAR. PURPURASCENS	1 GAL.	24" OC
	STELLA D' ORO DAYLILY	HEMEROCALLIS 'STELLA D' ORO'	1 GAL.	24" OC
	COOL SPLASH HONEYSUCKLE	DIERVILLA SESSILIFOLIA	1 GAL.	24" OC
HARDSCAPE & STONES				
	LIMESTONE BOULDER			AS NOTED
	PAVED PATIO & WALKS			AS NOTED

PLANTING AND PAVING NOTES

1. PROVIDE MULCH IN ALL LANDSCAPED AREAS
2. PLASTIC LANDSCAPE EDGING BETWEEN GRASS AND LANDSCAPE MULCH
3. FENCING TO BE 6' HIGH - BLACK CHAIN LINK
4. BITUMINOUS PARKING LOT
5. CONCRETE SURFACE ON WALK AND PATIO AREAS & TRASH/RECYCLING ENCLOSURE
6. AREA AROUND BUILDING OUT 25' ON SIDES AND TO BACK PROPERTY LINE TO BE SEEDED FOR GRASS.
7. ALL DISTURBED AREAS TO BE SODDED.
8. ALL LANDSCAPED AND SODDED AREAS TO BE IRRIGATED.

2 / L1.1 EXAMPLE OF PROPOSED GAZEBO
NOT TO SCALE

ARCHITECT OF RECORD:
OLESON +HOBBIE ARCHITECTS
OHARCHITECTS.COM
330 Stadium Road, Suite 202, Mankato, MN 56001
T: 507 385 1198

PRAIRIE SENIOR COTTAGES PHASE II

ISANTI, MN

REVISIONS:

MARK	DATE / DESCRIPTION
	24 MARCH 2016 City Review Comments

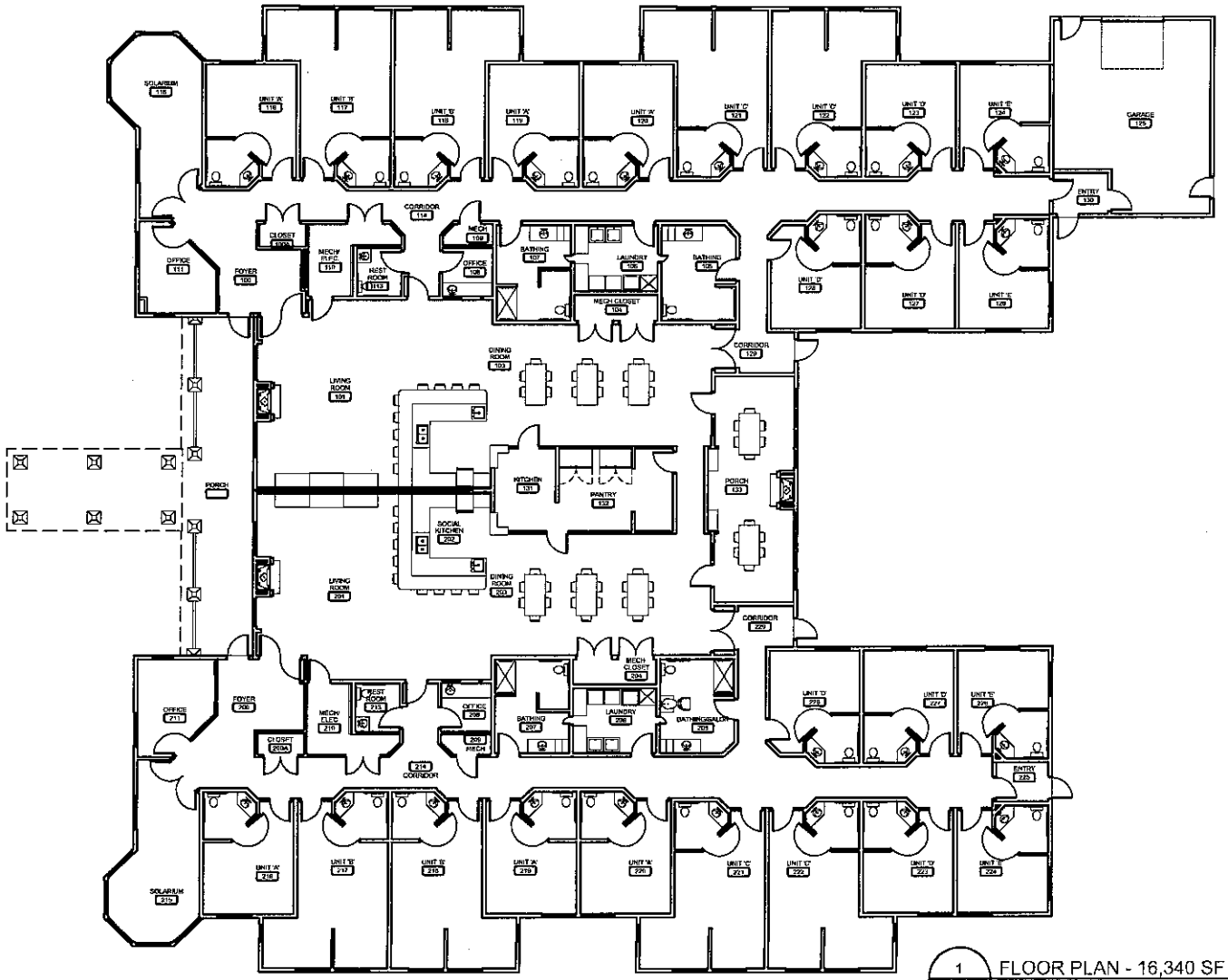
PROJECT # : 16-005IS
DRAWN BY : BMS
CHECKED BY : ELO

©2016 Oleson + Hobbie Architects, LLC

SHEET TITLE:
LANDSCAPE PLAN

SHEET:
L1.1

Xref X11X17LDATE.dwg



1 / A1.1 FLOOR PLAN - 16,340 SF (GARAGE 720 SF)
SCALE - 1/16" = 1'-0"

NORTH

0' 5' 10' 20'

XREF X11X17LDATE.dwg

ARCHITECT OF RECORD:
OLESON +HOBBIE ARCHITECTS
OHARCHITECTS.COM
ARCHITECTURE • INTERIORS • PLANNING • SUSTAINABILITY
330 Stadium Road, Suite 202, Mankato, MN 56001
T: 507.385.1156

PRAIRIE SENIOR COTTAGES PHASE II

ISANTI, MN

REVISIONS:

MARK	DATE / DESCRIPTION
	24 MARCH 2016 City Review Comments

PROJECT # : 16-005IS

DRAWN BY : BMS
CHECKED BY : ELO

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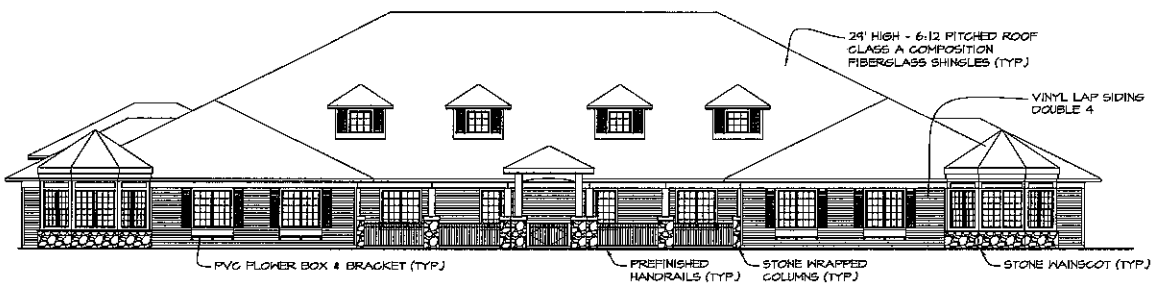
SHEET TITLE:

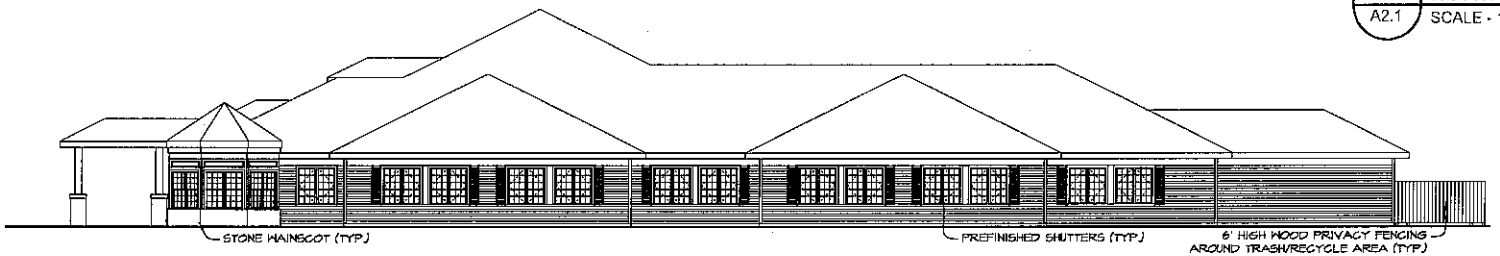
FLOOR PLAN

SHEET:

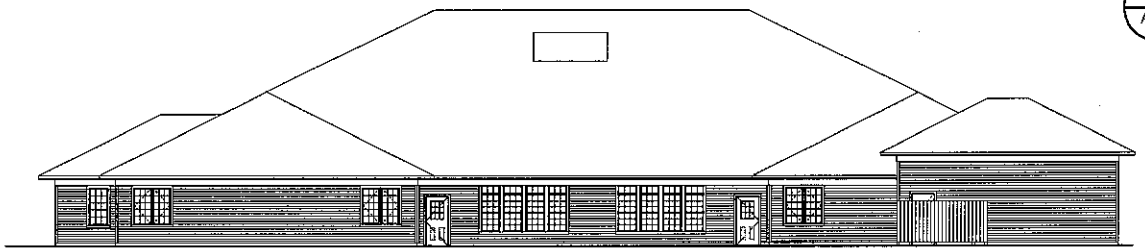
A1.1



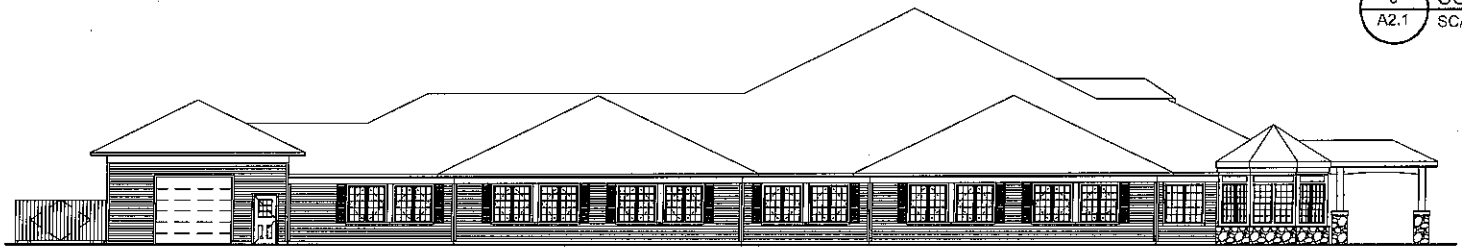
1 / A2.1 NORTH ELEVATION
SCALE - 1/16" = 1'-0"



2 / A2.1 WEST ELEVATION
SCALE - 1/16" = 1'-0"



3 / A2.1 SOUTH ELEVATION
SCALE - 1/16" = 1'-0"



4 / A2.1 EAST ELEVATION
SCALE - 1/16" = 1'-0"

Xref X11X17LDATE.dwg

ARCHITECT OF RECORD:
OLESON +HOBBIE ARCHITECTS
OHARCHITECTS.COM
ARCHITECTURE + INTERIORS + PLANNING + SUSTAINABILITY
330 Stadium Road, Suite 202, Mankato, MN 56001
T: 507.385.1158

PRAIRIE SENIOR COTTAGES PHASE II

ISANTI, MN

REVISIONS:

MARK	DATE DESCRIPTION
	24 MARCH 2016 City Review Comments

PROJECT # : 16-005IS

DRAWN BY : BMS
CHECKED BY : ELO

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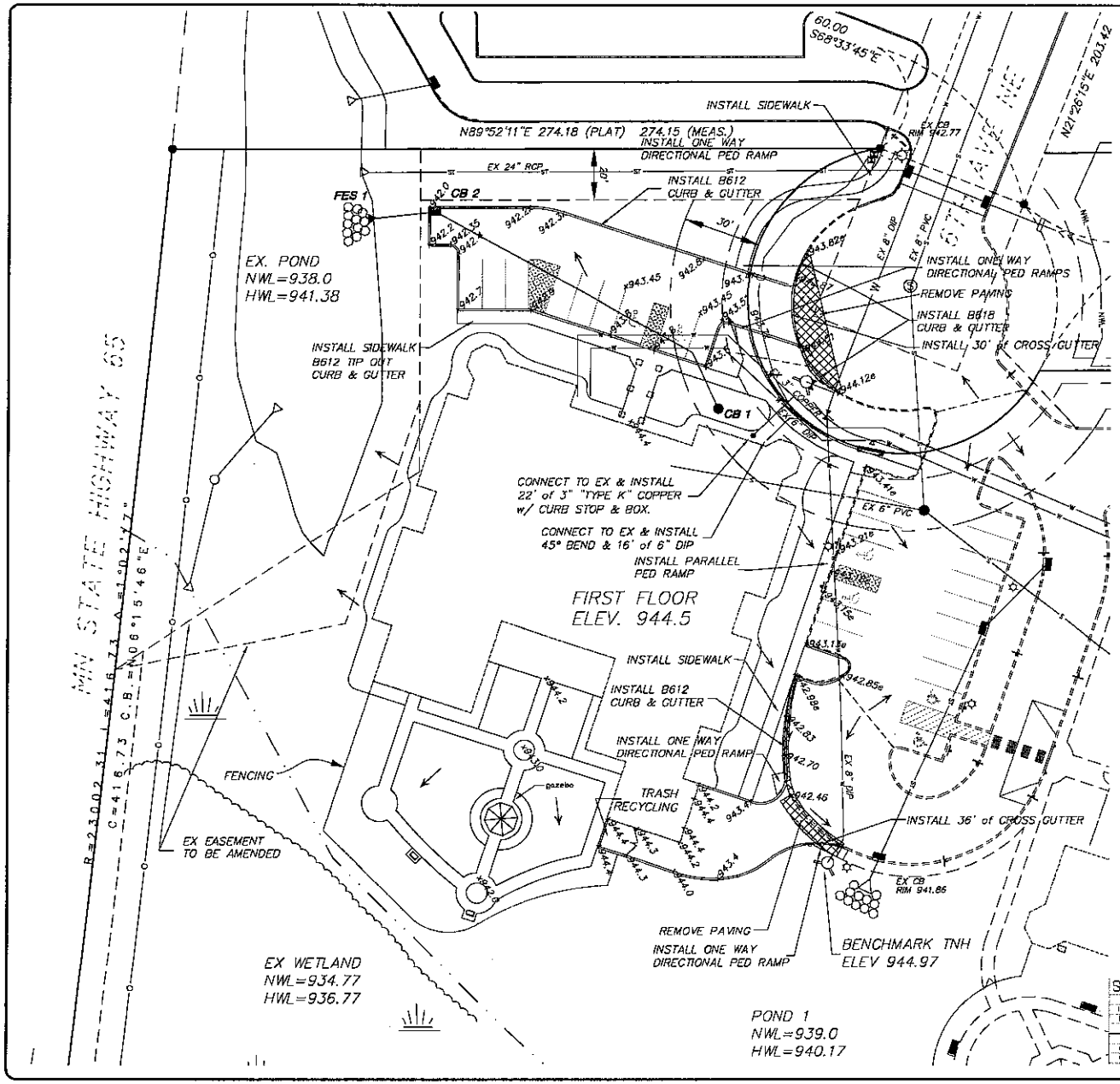
SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET:
A2.1



GENERAL NOTES:

1. CONSTRUCT STREETS AND PAVED AREAS USING APPROVED MATERIALS, METHODS OF PLACEMENT, AND TESTING REQUIRED BY GOVERNING SPECIFICATIONS OF THE CITY AND THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION.
2. FURNISH AND INSTALL PROPOSED UTILITIES USING APPROVED MATERIALS, METHODS OF PLACEMENT, AND TESTING AS REQUIRED BY THE CITY.
3. LOCATION AND DEPTH OF ANY PUBLIC AND PRIVATELY OWNED UTILITIES SHOWN ON THIS PLAN ARE ONLY APPROXIMATE, AND MUST BE VERIFIED BY THE CONTRACTOR.

   OTHER UTILITIES MAY EXIST AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND VERIFY THE LOCATION OF SUCH. CONTACT GOPHER STATE ONE CALL SYSTEM.
4. SEE ARCHITECTURAL PLANS FOR ADDITIONAL DIMENSIONS AND INFORMATION.
5. SEE SHEET D1 FOR CONSTRUCTION DETAILS AND OTHER REQUIREMENTS.
6. DIRECT ROOF DRAINAGE TOWARDS GRASSED AREAS WHEN PRACTICABLE.
7. SPOT ELEVATIONS ARE AT GUTTERLINE UNLESS OTHERWISE NOTED.
8. SEED: MN/DOT MIXTURE 250, 100-LBS. PER ACRE, INSTALLED IN ACCORDANCE WITH MN/DOT 2575.
9. MULCH: MN/DOT TYPE 1, 2-TONS PER ACRE, DISC ANCHORED IN ACCORDANCE WITH MN/DOT 2575.

TOP OF 8" PVC SANITARY MAIN = 933.6
BOTTOM 6" DIP WATER SERVICE = 935.3

TOP OF 6" PVC SANITARY SERVICE = 933.9
BOTTOM 6" DIP WATER MAIN = 935.3

SANITARY SEWER INSTALLATION MUST COMPLY WITH ASTM STANDARD D2321

STORM SEWER SCHEDULE

INLET MH #	OUTLET MH #	PIPE LENGTH (FEET)	PIPE DIA (IN)	PIPE SLOPE (%)	INVERT ELEVATION INLET	INVERT ELEVATION OUTLET	RIM ELEVATION INLET	RIM ELEVATION OUTLET	PIPE MAT'L	PRECAST TYPE	CASTING
CB 1	CB 2	CB	8	1.00	940.50	939.62	942.80	941.80	SDR 26	27" DIA	R 1733
CB 2	FES 1	26	12	0.50	938.29	938.16	941.50	938.16	RCP	48" DIA	R 3067-V

ROSHELL ENGINEERING, LLC
6192 267TH CT WYOMING, MN 55092
PHONE: 763.286.0521

PRAIRIE SENIOR COTTAGES PHASE II

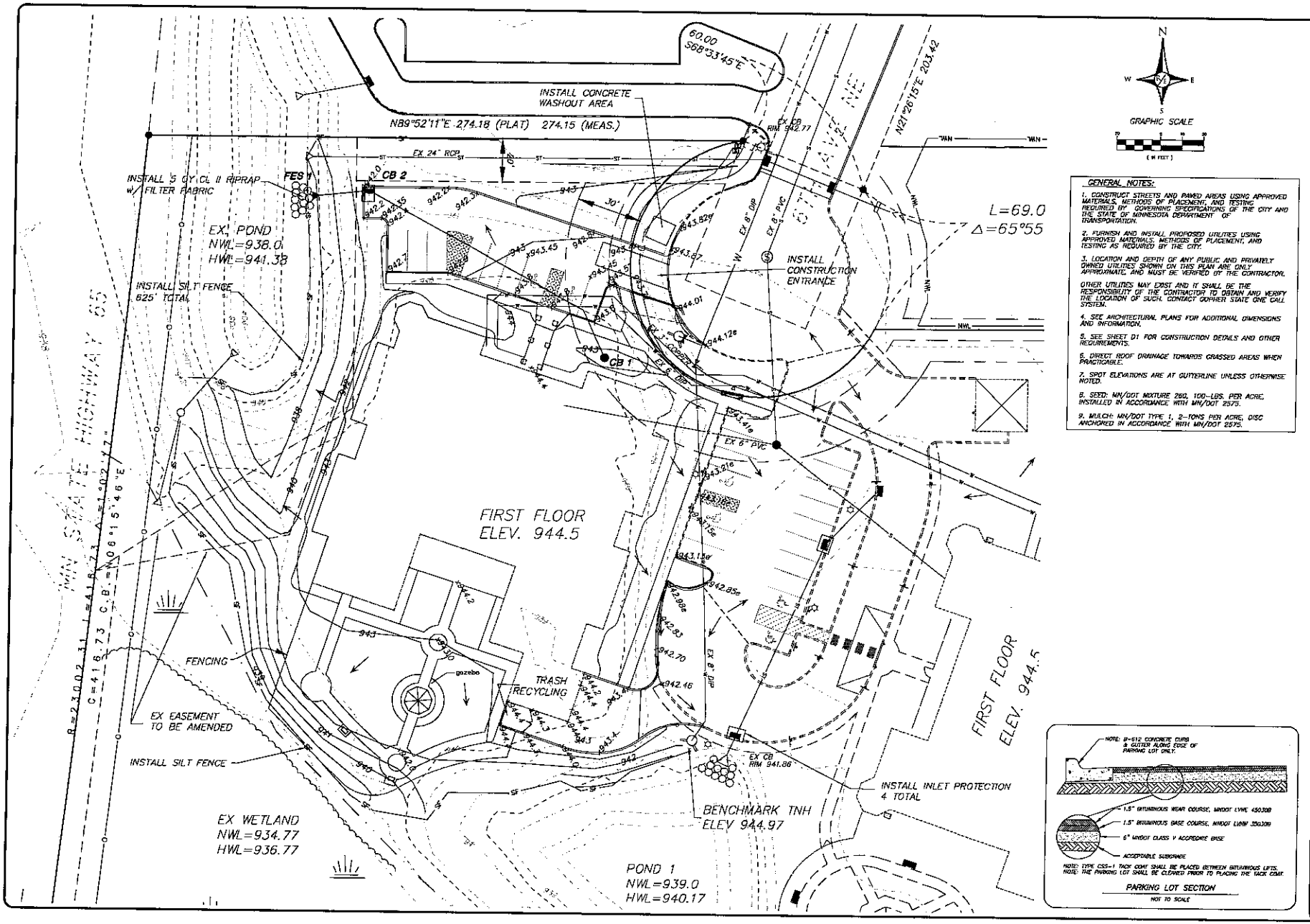
PAVING AND UTILITY PLAN
ISANTI, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE 1/24/19 REG. NO.
WENT ROSHELL

DATE	REVISIONS
1/24/19	TRASH ENCL. STAIRS, SIDEWALK

RECORD DRAWING

C1



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8. SEED: MN/DOT MIXTURE 260, 100-LBS. PER ACRE, INSTALLED IN ACCORDANCE WITH MN/DOT 2575.
9. MULCH: MN/DOT TYPE 1, 2-TONS PER ACRE, DISC ANCHORED IN ACCORDANCE WITH MN/DOT 2575.

PARKING LOT SECTION
NOT TO SCALE

NO.	DATE	REVISIONS
1	3/24/16	PER CITY COMMENTS
2	4/26/16	PER CITY COMMENTS
3	5/24/16	PER CITY COMMENTS
4	6/24/16	PER CITY COMMENTS
5	7/26/16	PER CITY COMMENTS
6	8/24/16	PER CITY COMMENTS
7	9/26/16	PER CITY COMMENTS
8	10/24/16	PER CITY COMMENTS
9	11/28/16	PER CITY COMMENTS
10	12/27/16	PER CITY COMMENTS
11	1/24/17	PER CITY COMMENTS
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A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: April 19, 2016

Subject: Request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300

Background

BowDaddy Archery is proposing to setup a 16 lane outdoor archery range behind (west) their building at 801 Highway 65 NE. The range will be a maximum of 100 yards long and 40 feet in width. Shooting will be directed to the south where the land is primarily wetland owned by the City and the nearest structure is roughly one quarter mile away. The majority of land west of the building is designated wetland, thus, requiring that anything located within it be of a temporary (easily removable) nature. BowDaddy has provided specifics (attached) as to the targets, shooting line and bow hangers that will be used to meet temporary (easily removable) stipulation. Signage will be provided identifying the range and state rules and regulations in regards to safety.

Staff has been working with BowDaddy on the concept of an outdoor archery range since last summer (2015). BowDaddy Archery provided the requested NRA Range Source Book, which is named in State Statute as the resource for guidelines pertaining to outdoor archery ranges. Many, if not all, of the guidelines for outdoor archery ranges are very general. Below is a list of a majority of the guidelines outlined in Section II Chapter 16 Outdoor Archery in the NRA Range Source Book:

- Targets should be positioned in a direct line down range.
- Target distances vary from 10 yds to 100 yds.
- Clearance on and behind the shooting line is important.
- Spectator areas should be separated from the range proper.
- Shooting line covers are seldom used.
- Conventional backstops like those found on firearm ranges, other than target backing materials, are not generally used for archer ranges do to the shorter range of arrows. Target materials most commonly used are bales of excelsior which offer sufficient thickness or density to arrest the arrow's flight. – BowDaddy will be using large bales of Styrofoam at least 1ft in thickness.
- Flat land is generally preferred for the target archery range, but a field archery range uses natural terrain features.
- Side berms are not necessary on archery ranges, except where the range may be located close to dwellings – even in these instances the conventional side berms or backstops of firearms ranges may not be necessary. Plywood or sheet metal may be sufficient.
- Baffles may be necessary on archery ranges where space is limited.
- Shooting stations should be no less than 5 feet wide and 6 feet deep.

- A distance of 300 yds should be taken in to consideration for arrow containment (from shooting line); however, most recreational archery targets are 10-40yds.

Staff contacted several operating ranges within the Twin Cities (Eden Prairie, Shakopee and Cottage Grove) to determine whether special restrictions were imposed on their ranges. Cottage Grove uses signage to warn others of the range and to inform users of the rules and hasn't experience any issues or safety concerns in the 20 years it's been in place. Eden Prairie installed walls, netting and backer-board, however, their range is in a park with trails that surround the range. Shakopee has a range in conjunction with a boat access along the Minnesota River and directly adjacent to County Highway 101. They have signage posted around the perimeter of the range and haven't had any issues.

A Conditional Use Permit is required for the outdoor archery range (commercial recreation) within the B-2, General Commercial District. In discussions with the City Engineer, there shall be no permanent structures within the pond area. There appears to be sufficient room west of the building for the archery range to safely operate.

Through extensive research, review of the NRA's Range Source Book, conversations with the City Attorney, Chief of Police, Mayor, City Engineer and City Administrator, and review by the Plan Review Committee, a recommendation is being made to approve an outdoor archery range with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Staff Recommendation:
Staff recommends approval of the Conditional Use Permit subject based on the Findings of Fact and Conclusions.

Comprehensive Plan
The 2008 Comprehensive Plan has the area guided for General Commercial Development. The existing uses and the proposed use would appear to meet purpose, goals, and objectives of this land use classification.

Zoning Ordinance Provisions
The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a

Conditional Use Permit Requirements
Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.

2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Certification of Taxes Paid
Prior to approving an application for approval of a Conditional Use Permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Friday, March 25th, 2016; that all taxes associated with the property were current.

Public Notice
Notice was published within the Isanti County News on April 6th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment
To date, no public comment or questions had been received.

Planning Commission Recommendation:
Motion by Lundeen second by Bergley to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 based on the Findings of Fact and Conclusion and with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Motion carried unanimously.

Deadline for City Council Action
The City of Isanti received a complete application for a Conditional Use Permit on March 23rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 22nd, 2016 (60 days). The 6only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 for the following reasons…….
4. Table: Motion to table the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Narrative of Outdoor Archery Range from BowDaddy Archery
- Site Layout

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR BOW DADDY ARCHERY, TO OPERATE AN OUTDOOR ARCHERY RANGE ON THE PROPERTY LOCATED AT 801 HIGHWAY 65 NE

WHEREAS, Critical Mass Investments owns the property located at 801 Highway 65 NE legally described as:

> That part of the Southeast Quarter of the Southwest Quarter of Section 20, Township 35, Range 23, described by metes and bounds as follows: Commencing at the Southeast corner of the SE ¼ of SW ¼ of Section 20, Township 35, Range 23, thence north along the north and south quarter line a distance of 440 feet; thence west and parallel with the south line of said SE ¼ of SW ¼ a distance of 600 feet; thence south and parallel with the east line of said SE ¼ of SW ¼ a distance of 440 feet to the South line of SE ¼ of SW ¼; thence east along the south line of said SE ¼ of SW ¼ a distance of 600 feet to the point of commencement, subject to highway easements of record and mineral reservation of record.

WHEREAS, William Joshua Johnson is requesting to operate an outdoor archery range on the property occupied by Shoppes on the Rum located at 801 Highway 65 NE; and,

WHEREAS, the property is located within the "B-2" General Business District, which requires a Conditional Use Permit (CUP) for commercial recreation within said district; and,

WHEREAS, the outdoor archery range is proposed to be located within a designated wetland area; and,

WHEREAS, there shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area may; however, be mowed; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on April 12th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on April 19th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit for an indoor archery range to be located within the building located at 801 Highway 65 NE be hereby approved with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Adopted by the Isanti City Council on this 19th day of April 2016.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from William Joshua Johnson of Bow Daddy Archery Pro Shop and Range for approval of a Conditional Use Permit to operate an outdoor archery range on the property located at 801 Highway 65 NE.

Findings of Fact

1. The applicant is requesting to operate an indoor archery range in conjunction with an archery retail facility at the property located at 801 Highway 65 NE.
2. The property is zoned "B-2" General District.
3. A Conditional Use Permit is required for Commercial Recreation within the "B-2" General Business District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on March 23rd, 2016. Staff had reviewed such application and deemed such application complete on March 23rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 22nd, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, April 12th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, April 6th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.
8. The Planning Commission held a public hearing on the item on April 12th, 2016; and all property owners within 350' of the subject property were invited to attend and provide public comment.

Conclusions

1. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   As noted, the proposed use for the site would be consistent with the goals and objectives of the comprehensive plan.
   B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   The proposed use is a permitted conditional use. It fits the intent of the ordinance and underlying zoning district ("B-2"General Business District).
   C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   All operations of the archery range will occur on the property and follow the NRA Range Source Book's guideline for operating a safe outdoor range. The direction of shooting will be to the south where the nearest building is roughly one quarter mile away, in

addition, wetlands and ponds constitute the space between. The range will be marked with a sign stating the rules and regulations of the range.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The conditional use for an outdoor archery range will not be detrimental to surrounding properties so long as the NRA's Range Source Book guidelines are followed along with all local, state and federal laws. The ranger operators will do everything in their power to run a safe operation.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
Archery ranges within in the B-2 district are a conditional use in this district. Several conditions have been outlined below as part of the approval of this operation. This use will not impede development.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Additional public facilities and services are not necessary for the proposed use.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on any approval to ensure that the property is developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

3. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access to the site is existing and had been approved at an earlier date.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Parking exists on site and is sufficient for the proposed use.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Landscaping and screening were established with the original site plan.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
There will be no changes to lighting. Approved as part of the original site plan.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Not applicable. Approved as part of the original site plan.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
Not applicable. Approved as part of the original site plan..

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
The refuse container will be in compliance with Section 14. Regular searching of the area beyond the targets will occur to pick up stray arrows.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
All signage will be approved through the Zoning Administrator at the time it is submitted.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull the appropriate permits and any appropriate fees must be paid for these permits and inspections completed by the appropriate staff person prior, during, and following construction.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
Not applicable.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein. The following are a list of conditions applicable to the approval of this conditional use:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Decision

The Planning Commission held a public hearing on the item at the **April 12th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Motion by Lundeen second by Bergley to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 based on the Findings of Fact and Conclusion and with the following conditions:

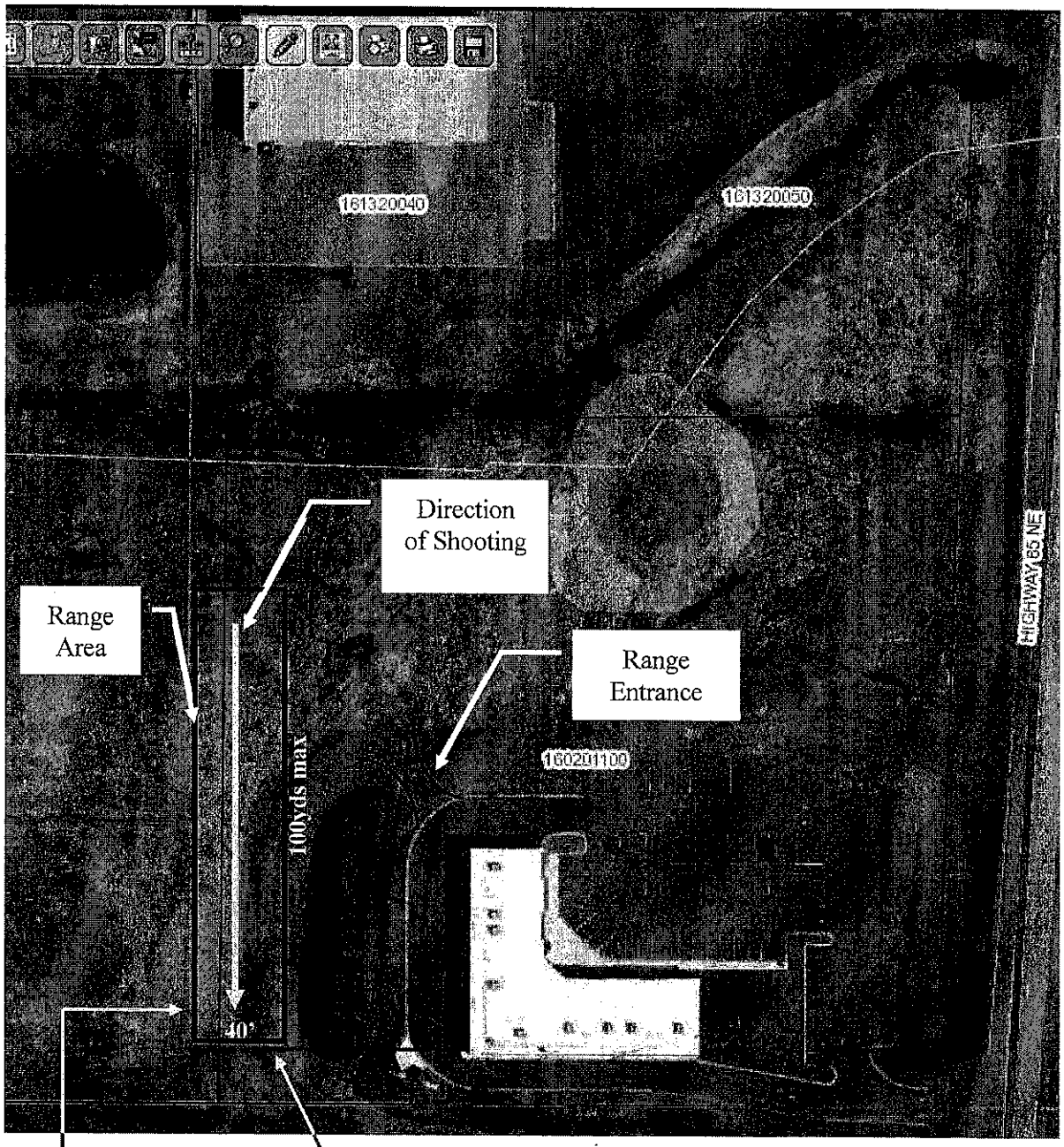
1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Motion carried unanimously.

WWW.BowDaddyArchery.Com / Info@BowDaddyArchery.Com
763-444-3700

Outdoor Target Archery Range Equipment/Layout

1. Target backstop frames:
    a. Will be of wood construction.
    b. Will not be permanent.
    c. Frames will be moveable to adjust for different yardages.
    d. Will properly use terrain as a secondary measure for errant projectiles.
    e. There will be 8 total backstops/frames which equates to 16 shooting lanes.
2. Shooting line:
    a. All archers will shoot from the shooting line.
    b. Will span entire width of outdoor range
    c. Will be definitive of natural environment
    d. Will not be permanent
3. Bow Hangers
    a. Will be of metal construction
    b. Will not be permanent
4. Range Dimensions:
    a. Max shooting yardage of range will equal 100 yards.
    b. Min shooting yardage of range will equal 5 yards.
    c. Max width of shooting range will equal 40 feet.
5. Signage
    a. Signage identifying that an archery range is present.
    b. Signage stating Range Regulations in regards to safety.
    c. Trail to shooting line will be clearly marked.


161320040
161320050
Direction of Shooting
Range Area
Range Entrance
160201100
100yds max
40'
HIGHWAY 65 NE
Green = Property line (185' from the west side of the building
Targets will be no further south than the south side of the building.

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Isanti

K.6.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: April 19th, 2016

Subject: Request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota

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Background

This parcel was obtained by the City in 2015 for the purpose of providing additional amenities to River Bluff Preserve. The parcel is located on Rum River Drive SW, just north of the existing park zoned lot.

Zoning Ordinance Requirements

The purpose of the "POS" Parks and Open Space Overlay District is to protect and preserve parks, open space, and undevelopable land and areas with valuable environmental qualities from further development and to provide for the recreational use of land and structures within the City.

The Planning Commission shall conduct a public hearing, and report its findings and make recommendations to the City Council. The Planning Commission shall consider possible adverse effects of the proposed amendment. The judgment of the Planning Commission with regard to the application shall be based upon, but is not limited to, the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
3. There is adequate infrastructure available to service the proposed action.
4. There is an adequate buffer or transition provided between potentially incompatible districts.

Comprehensive Plan

The purpose of this category is to identify portions of Isanti that contain existing or planned park and open space uses. Examples of park and open space uses include local and state parks, wildlife areas, and other outdoor recreation facilities, as well as passive open space areas that are prioritized as protected on the natural areas map.

In addition to the parks and open space areas designated as such on the Land Use Plan map, new residential developments should incorporate neighborhood parks as they are developed.

Public Notice
Notice of the Map Amendment was published in the official City newspaper, Isanti County News; on Wednesday, April 6th, 2016. Mailed notice was provided to property owners within 350' of the subject property.

Public Comments
No public comments had been received regarding the proposed text amendment prior to the release of the staff memo.

Planning Commission Recommendation:
Motion by Lundeen second by Kennedy to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

Deadline for City Council Action
The City of Isanti received a complete application for this request on March 3rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 3rd, 2016 (60-days); unless an extension of the review period has been agreed to by the applicant.

Options and Proposed Motion Language
1. Recommend Approval with No Conditions: Motion to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota
2. Recommend Approval with Conditions: Motion to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota with the following changes....
3. Recommend Denial: Motion to recommend denial of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota for the following reasons....
4. Table: Motion to table the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments
- Ordinance No. XXX
- Findings of Fact and Conclusions
- Map of parcel

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO.445 (ZONING): THE OFFICIAL ZONING MAP

THE CITY OF ISANTI DOES ORDAIN:

WHEREAS, the City of Isanti obtained Parcel 16.111.0010 legally described as Lot 1, Block 1 of Rum River Meadows 2nd Addition for park and open space uses; and,

WHEREAS, such parcel is zoned "R-1" Single Family District; and,

WHEREAS, the City is requesting to amend the zoning map to rezone Lot 1, Block 1, Rum River Meadows 2nd Addition as Park and Open Space; and,

WHEREAS, at their regular meeting on April 12th, 2016, the City of Isanti Planning Commission held a public hearing to take public comments; and

WHEREAS, the Planning Commission voted unanimously to recommend approval of the rezone request; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Isanti that Lot 1, Block 1 of Rum River Meadows 2nd Addition in the City of Isanti, Minnesota, subject to easements, restrictions and reservations of record, approved the re-zone request from "R-1" Single Family Residential to Park and Open Space.

EFFECTIVE DATE
This Ordinance shall take effect the day following its publication in the City's Official Newspaper.

Adopted by the City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung, City Administrator

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The property owners, the City of Isanti, filed an application to rezone Parcel No. 16.111.0010 from "R-1" Single Family Residential District to "POS" Park and Open Space District.
2. The property is legally described as follows: Lot 1, Block 1 of Rum River Meadows 2nd Addition.
3. The rezoning of the property would permit the property to be slated for park and open space uses.
4. The Comprehensive Plan has a land use encourages the incorporation of neighborhood parks.
5. The request to rezone this property was received on March 3rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 3rd, 2016 (60-day rule).
6. A public hearing date before the Planning Commission was scheduled for Tuesday, April 12th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
8. Notice of the Rezoning request was published within the Isanti County News on Wednesday, April 6th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
9. Section 21, Article 1: Amendments (Text and Map), Subdivision 4 (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Rezoning request.

Conclusions

A. In review of the factors established in Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

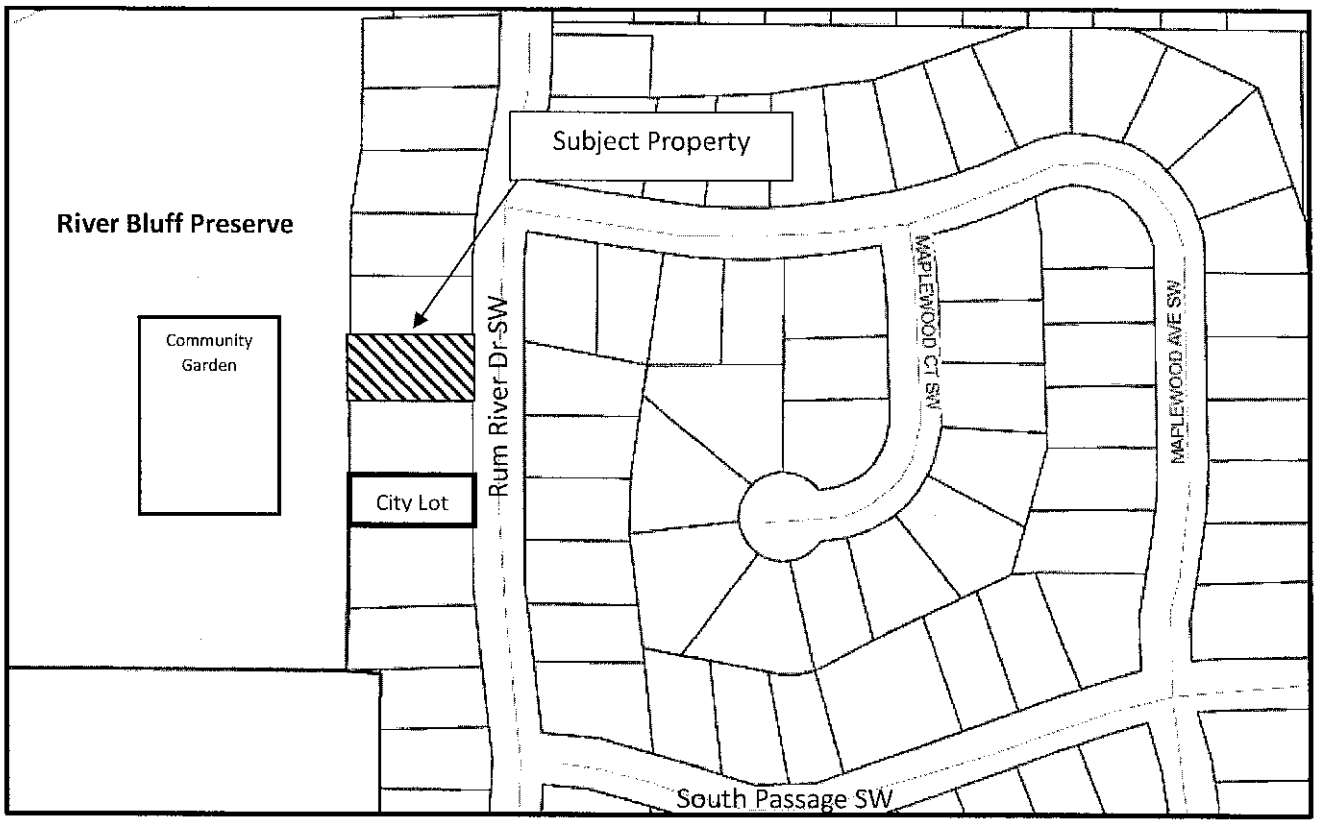
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Comprehensive Plan, including public facilities and capital improvement plans.
      The identified parcels fit within the concept of implementing neighborhood parks. One of the Comprehensive Plan's objectives is to provide passive parkland and open space areas to enhance the quality of life in existing and future neighborhoods
   2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
      The rezoning of the parcel would meet the purpose and intent of the district in which the property is located. Park and open space is suitable and beneficial to residential neighborhoods.
   3. There is adequate infrastructure available to service the proposed action.
      Any necessary infrastructure is already in place in this area should the City need connect to it.
   4. There is an adequate buffer or transition provided between potentially incompatible districts.
      Parks and open space are compatible with residential uses.

Decision

The Planning Commission reviewed the request in a public hearing on **April 12th, 2016**. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Motion by Lundeen second by Kennedy to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

Rum River Meadows Second Addition Neighborhood



K.7.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Assistant City Admin/Public Services Director

Date: April 19, 2016

Subject: Consider Ordinance to Amend City Council Chapter 227 Parking and Storage

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Background

Currently there is a marked pedestrian walkway along the East side of Railroad Ave SE between Main St E to the intersection of Palomino Road SE. There have been observations by staff and also community members where vehicles have parked along the East side of Railroad Ave SE making the pedestrian walkway unusable by pedestrians without having to walk into the street.

Public Works Committee Recommendation:
The Public Works Committee recommends to place no parking signs along the pedestrian walkway stretch along Railroad Ave SE and have language added to City Code to reflect such action.

It was noticed by Staff that the streets on the East side of Highway 65 along either side of Broadway St SE to 6th Ave NE and along 6th Ave NE to Heritage Blvd NE was posted as no parking, however, this was not reflected in City Code Chapter 227. Staff discussed with the City Engineer, Brad DeWolf, and he confirmed that those streets should not allow for parking on either side of the street.

In order to enforce, amendments are necessary in City Code Chapter 227 and they are as follows:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

(b) Along either side of Railroad Ave SE beginning at its intersection with Palomino Road SE to its intersection with Townsedge Road SE. Along the East side of Railroad Ave SE beginning at its intersection with Main Street E to its intersection with Palomino Road SE.

(i) Along either side of Broadway St SE, from Highway 65 NE to 6th Ave NE.

(j) Along either side of 6th Ave NE, from Broadway St SE to Heritage Blvd NE.

Staff Request

City staff is requesting action on this item.

Attachment

- Draft Ordinance No. XXX

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 227 PARKING AND STORAGE

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

227-2. Parking regulations.

C. Parking, stopping and standing provisions.

(5) No parking is allowed on any of the following streets or highway:

(a) Along either side of Third Avenue NW beginning at its intersection with Isanti Parkway NW to the point at which the City of Isanti corporate boundary ends and Isanti Township begins (Jackson St NW).

(b) Along either side of Railroad Ave SE~~W~~ beginning at its intersection with Palomino Road SE to its intersection with Townsedge Road SE. Along the East side of Railroad Ave SE beginning at its intersection with Main Street E to its intersection with Palomino Road SE.

(c) Along either side of County Road 5 NE/NW beginning at its intersection with Trunk Highway 65 heading west to its intersection with Whiskey Road NW.

(d) Along either side of Fourth Ave SW from its intersection with Main Street W heading south to its intersection with Elizabeth St SW.

(e) Along either side of Elizabeth St SW from its intersection with Fifth Ave SW heading east to its intersection with Second Ave SW.

(f) Along either side of Fifth Ave SW from its intersection with Elizabeth St SW heading south to its intersection with S Brookview Ln SW.

(g) Along either side of Second Ave SW from its intersection with Main St W heading south to its intersection with Elizabeth St SW.

(h) Along either side of Isanti Parkway NW, from Third Avenue NW to East Dual Boulevard NE.

(i) Along either side of Broadway St SE, from Highway 65 NE to 6th Ave NE.

(j) Along either side of 6th Ave NE, from Broadway St SE to Heritage Blvd NE.

EFFECTIVE DATE

This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 19th day of April, 2016.

Mayor George A. Wimmer

Attest:

Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

Reading Date: 04-19-2016
Publication Date:
Effective Date:

K.8.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: April 14, 2016

RE: Interim Finance Director Services

Please find attached a proposal from Steve McDonald and Jean McGann, Abdo Eick and Meyers (AEM), for interim Finance Director (financial management) services. This firm served in a similar capacity for the City in 2008 and 2012, when we had vacancies in the Finance Director position. They will have their Client Service Manager, Gayle Bauman, provide the interim services for the City. Ms. Bauman has over 17 years of experience in City government finance and has held Finance Director positions in two cities. They would assist with financial management duties as outlined in the proposal, and potentially 2017 budget work (as needed). It is planned that their staff would be our office one and one-half days of the week. The base fee for this service is $11,750 month. The contract period if for April 21st to September 30th, 2016.

RESOLUTION NO. 2016-

A RESOLUTION ACCEPTING PROPOSAL FOR INTERIM FINANCE DIRECTOR SERVICES

WHEREAS, the Finance Director gave notice of resignation as an employee of the City of Isanti, with her last work day April 22, 2016; and

WHEREAS, the Finance Committee recognizes that certain tasks and services must be provided in the interim of filling the position; and

WHEREAS, Abdo Eick & Meyers LLP provides auditing services for the City and has provided interim Finance Director services for the City in 2008 and 2012, and

WHEREAS, Abdo Eick & Meyers LLP submitted a proposal to provide Interim Financial Management Services until such time as the Finance Director position has been filled; and

WHEREAS, the City Council feels it is in the best interest of the citizens of the City of Isanti that quality financial services are provided in the interim of filling the Finance Director position.

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

1. Hereby accepts Abdo Eick & Meyers LLP proposal to the City of Isanti for Interim Financial Management Services, dated April 13, 2016, for a monthly fee of $11,750, plus hourly rates/fees if necessary as per their proposal.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

A Community For Generations.

Isanti

Request for City Council Direction

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: April 19, 2015

Subject: **Consider Resolution for Authorization of Contract with CGI Communication for City Marketing Video**

Background:

City Staff and Officials have been working with Isanti County and CGI Communication to create a county wide video marketing video. City Staff and Mayor Wimmer discussed options with top management at CGI Communications and were given an opportunity to have a video created for City of Isanti in addition to the one being created for Isanti County that will also include the Mayor's Welcome. The four minute video will include segments relating to economic development, a general welcome, park and recreation and another section that would help Isanti market itself. The video will be posted on the City website and will work on mobile applications. There is no cost to the City for this service but CGI Communication does ask that the City sign a letter of introduction supporting the project that can be used to contact businesses in Isanti to see if they want to take advantage of marketing opportunities as well.

Staff Request for Action:

Staff is asking for the City Council to consider adoption of the attached resolution and move forward with the City and County CGI Video projects.

Attachments:

1) **Resolution 2016-____ Authorization of Contract with CGI Communication for City Marketing Video**

RESOLUTION 2015-___

Authorization of Contract with CGI Communications for City Marketing Video

WHEREAS, the City of Isanti EDA is charged with marketing the City of Isanti; and

WHEREAS, the City of Isanti has been working with Isanti County to produce a county-wide marketing video piece by CGI Communications and has provided photos, content and pictures helping market the City of Isanti; and

WHEREAS, Isanti County has asked CGI to contact the City of Isanti and see if the City of Isanti would be willing to sign an intro letter that can be used to contact local businesses to be in the video and to offer marketing options for their businesses; and

WHEREAS, The City of Isanti has been presented an additional opportunity to have a 4 minute video created specifically for the City of Isanti for City use on its website and other materials according to the terms and conditions of contract attached to this resolution; and

WHEREAS, the cost for creation of the video and placement on website to the City of Isanti is $0.00 but will include City Staff and Official time commitment.

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

1) Execution of the attached contract between the City of Isanti and CGI Communications by Mayor George Wimmer.
2) Use of City Letterhead and a signature by a City Official on the attached introduction letter for Isanti business owners.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

2016 Community Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: George Wimmer
Title: Mayor
Address: 110 1st Avenue NW, P.O. Box 428
City, State, Zip: Isanti, MN 55040
Phone: 763-444-5512
Email: george@georgewimmer.com
Website: http://www.cityofisanti.us/

This agreement is between CGI Communications, Inc. ("CGI") and the City of Isanti (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the http://www.cityofisanti.us/ homepage, including any alternate versions of that homepage, for viewer access on different devices.

During the term of this Agreement, CGI shall:

- Produce four 1 minute videos with subject matter that includes but is not limited to: Welcome, Economic Development, Education, Healthy Living, and Homes/Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Have a videographer come to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to your approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia→ and QuickTime→
- Store and stream all videos on CGI's dedicated server
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the http://www.cityofisanti.us/ website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Honor any request for termination of sales upon 30 day notice and only if the City continues to provide the Community Video Program linkage from its homepage for the duration of this agreement

Program add-ons will include:

- The code to generate the mobile video responsive layer to play your Welcome video

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the http://www.cityofisanti.us/ homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its http://www.cityofisanti.us/ homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Feature business sponsors around the perimeter of video panels
- Allow businesses to purchase various digital media products and services from CGI and its affiliates
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyright, trademark or other intellectual property, privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Isanti, MN	**CGI Communications, Inc.**
Signature:	**Signature:**
Name (printed):	**Name (printed): Chris Sokal**
Title:	**Title: Vice President**
Date:	**Date: April 14, 2016**

April 12, 2016

Dear Valued Business Owner:

Isanti is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology as residents of Isanti are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility** and **drives more action to your website** than static pages; the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official city website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the city's official website will backlink to CGI's www.elocallink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Isanti; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this city-wide program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own websites and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicommunications.com.

Best Regards,

(SIGNATURE)

Signatory

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

MEMO

Date: April 13, 2016

Subject: COPS Grant Funding Opportunity

Background:

The 2016 Office of Community Oriented Policing Services (COPS) has announced that they are accepting applications for funding entry level officers; specifically focusing on these areas:

The funding opportunity for the City will be tough because of our communities diversity.

Action:

I am requesting the opportunity to apply for this grant even though the requirements this time are very specific; it will keep us in the running for future grant opportunities and increase our preference points within the grant process.

RE: COPS Office FY 2016 Community Policing Development (CPD) Program Solicitation - Now Open!

Office of Community Oriented Policing Services (COPS) [copsusdoj@service.govdelivery.com]
Sent: Thursday, March 31, 2016 8:01 AM
To: Chief Gene Hill

U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, NE, Washington, D.C. 20530

COPS

March 31, 2016

RE: COPS Office FY 2016 Community Policing Development (CPD) Program Solicitation - Now Open!

Dear Colleague:

The Office of Community Oriented Policing Services (COPS) is pleased to announce that **the application period for the FY 2016 Community Policing Development (CPD) Program is now open.** Applications for this year's CPD solicitation must be completed and submitted by **7:59 PM, EDT on June 1, 2016**. This year's CPD Program has an overarching emphasis on implementing the recommendations of the President's Task Force on 21st Century Policing. The Task Force examined how to strengthen public trust and foster strong relationships between local law enforcement and the communities that they serve, while also promoting effective crime reduction.

Program Details

The FY 2016 CPD Program is a competitive solicitation, open to all public governmental agencies, profit and nonprofit institutions, institutions of higher education, community groups, and faith-based organizations. The program is designed to advance the practice of community policing in law enforcement agencies through training and technical assistance. It also promotes the development of innovative community policing strategies, applied research, guidebooks, and best practices that are national in scope and responsive to the solicitation topic requirements. Up to $8 million is available through this program in FY 2016, and all awards are subject to the availability of funds. Applicants may select from the following topic areas:

- Microgrant Initiative for Law Enforcement
- Critical Response Technical Assistance
- Community Policing Emerging Issues Forums
- Community Policing Training Projects
- Law Enforcement Led 21st Century Policing Demonstration Projects
- 21st Century Policing and Implementation Projects

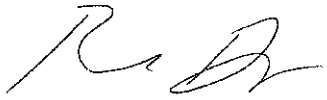
These topic areas share the goal of advancing community policing by addressing many of the recommendations contained in the Final Report of the President's Task Force on 21st Century Policing. **For detailed information on CPD program requirements, application instructions, FAQs and more, please visit the** CPD Program page **on the COPS website.**

We also encourage you to read the "Preparing Your Application" document on our website. This document provides helpful information about preparations your agency can make at this time to ensure a smooth application process and minimize the chance of problems or delays.

Please note that applications for this program must be submitted in two parts. First, applicants must apply online via Grants.gov to complete the SF-424, the government-wide standard form required for competitive grant application packages. Once the SF-424 has been submitted, you will receive an e-mail with instructions on completing the second part of the CPD application through the COPS Office Online Application System, found on the COPS Office website through the "Account Access" link in the upper right hand corner.

Thank you for your time and cooperation during the application process. If you have questions about completing a CPD application, please contact the COPS Office Response Center at 1.800.421.6770.

Sincerely,



Ronald L. Davis
Director

This email was sent to chiefhill@cityofisanti.us using GovDelivery, on behalf of: Office of Community Oriented Policing Services (COPS) · 145 N St. NE · Washington, DC 20530 · 800-421-6770

RESOLUTION 2016-_____

RESOLUTION AUTHORIZING STAFF TO APPLY TO THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR THE COPS HIRING GRANT

WHEREAS, the Office of Community Oriented Policing Services (COPS Office) has announced that they are accepting applications requesting funding under the COPS Hiring Recovery Program (CHRP); and

WHEREAS, the COPS Grant prevents the loss of an officer due to budget cuts; and

WHEREAS, the COPS Grant will pay 75% of the starting salary plus fringe benefits (a 25% match is required) for an officer for up to three (3) years; and should the grant be awarded to the City, the City is required to retain the position for one (1) year after the grant ends; and

WHEREAS, the City of Isanti Police Department feels this is a great opportunity and applying for the grant will keep the City of Isanti in for consideration for future grants if this one grant is not received.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby authorize staff to apply and provide all necessary signatures required for the submission of an application for the COPS Grant for one officer for a period of three years.

This Resolution is approved by the City of Isanti Council this 19th Day of April, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Karissa Henning
City Clerk

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: April 13, 2016

Subject: Bureau of Justice Assistance Grant

Background:

The Bureau of Justice Assistance Grant (Bulletproof Vest Partnership 2016 Grant) is open for solicitation for partial reimbursement of officer's bulletproof vests which have a life expectancy of five years, at which time they expire. This grant saves the citizens / taxpayers money at the local government level.

Action:

I am requesting that the City Council review and consider the opportunity to apply for this grant to offset the expenses of ballistic vests that the officers wear.

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING STAFF TO APPLY FOR THE BULLETPROOF VEST PARTNERSHIP 2016 GRANT

WHEREAS, the Isanti Police Department has an opportunity to apply for the Bureau of Justice Assistance grant (Bulletproof Vest Partnership 2016 grant); and

WHEREAS, the Isanti Police Department has applied for this grant in years past; and

WHEREAS, the Police Department makes use of grant opportunities to provide better service to the community; and

WHEREAS, the City of Isanti Police Department has requested that funds that are applied for and received from the Bulletproof Vest Partnership 2016 Grant are used to replace the bullet proof vests for its Police Officers which have a five year life expectancy / warranty.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to authorize the Police Chief to submit an application for the Bulletproof Vest Partnership 2016 Grant with funds received from the grant to replace the bullet proof vests for the Police Department.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa Henning
City Clerk / Human Resources

(SEAL)

A Community For Generations.

Isanti

CITY OF ISANTI

*Check Summary Register©

L.1.

April 2016

AP160401 (page 1 of 2)

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043780	CITY OF ISANTI	4/14/2016	$86.00
Paid Chk# 043781	FINANCE AND COMMERCE	4/14/2016	$1,196.72
Paid Chk# 043782	HOME TITLE INC	4/14/2016	$78.81
Paid Chk# 043783	HOME TITLE INC	4/14/2016	$36.86
Paid Chk# 043784	HOME TITLE INC	4/14/2016	$127.99
Paid Chk# 043785	ISANTI COUNTY RECORDER	4/14/2016	$102.00
Paid Chk# 043786	ISANTI COUNTY RECORDER	4/14/2016	$92.00
Paid Chk# 043787	ISANTI COUNTY RECORDER	4/14/2016	$46.00
Paid Chk# 043788	ISANTI COUNTY RECORDER	4/14/2016	$46.00
Paid Chk# 043789	WEX BANK	4/14/2016	$60.22
Paid Chk# 043790	WEX BANK	4/14/2016	$1,041.32
Paid Chk# 043791	ALLINA HEALTH SYSTEM	4/14/2016	$155.00
Paid Chk# 043792	BCA	4/14/2016	$75.00
Paid Chk# 043793	BERNICK'S PEPSI-COLA	4/14/2016	$1,090.85
Paid Chk# 043794	BEST, ZANEETA	4/14/2016	$34.58
Paid Chk# 043795	BILL'S QUALITY CLEANING	4/14/2016	$446.00
Paid Chk# 043796	BOLTON & MENK, INC.	4/14/2016	$30,399.63
Paid Chk# 043797	BREAKTHRU BEVERAGE	4/14/2016	$7,479.55
Paid Chk# 043798	C & L DISTRIBUTING	4/14/2016	$208.00
Paid Chk# 043799	CASTERTON TITLE & CLOSING	4/14/2016	$287.56
Paid Chk# 043800	CDW GOVERNMENT, INC.	4/14/2016	$8,085.29
Paid Chk# 043801	CENTER POINT ENERGY	4/14/2016	$2,962.28
Paid Chk# 043802	CENTURYLINK BUSINESS SERVI	4/14/2016	$30.78
Paid Chk# 043803	CHILSON JEWELERS	4/14/2016	$62.00
Paid Chk# 043804	CITY OF ISANTI	4/14/2016	$86.00
Paid Chk# 043805	CITYSIDE MORTGAGE GROUP	4/14/2016	$72.98
Paid Chk# 043806	CRYSTAL SPRINGS ICE	4/14/2016	$104.38
Paid Chk# 043807	DAHLHEIMER DISTRIBUTING CO	4/14/2016	$11,977.55
Paid Chk# 043808	EAST CENTRAL SANITATION	4/14/2016	$386.98
Paid Chk# 043809	ECM PUBLISHERS, INC.	4/14/2016	$901.30
Paid Chk# 043810	EVERETT & VANDERWIEL, P.L.L.	4/14/2016	$4,446.86
Paid Chk# 043811	FASTENAL COMPANY	4/14/2016	$186.90
Paid Chk# 043812	FINANCE AND COMMERCE	4/14/2016	$116.92
Paid Chk# 043813	FIVE BROTHERS MORTGAGE	4/14/2016	$55.13
Paid Chk# 043814	FRANSEN, LINDA	4/14/2016	$200.00
Paid Chk# 043815	G & K SERVICES	4/14/2016	$592.65
Paid Chk# 043816	GOPHER STATE ONE-CALL, INC.	4/14/2016	$94.25
Paid Chk# 043817	HACH COMPANY	4/14/2016	$103.05
Paid Chk# 043818	HOME TITLE INC	4/14/2016	$21.46
Paid Chk# 043819	I.T.L. PATCH CO., INC.	4/14/2016	$99.95
Paid Chk# 043820	INNOVATIVE OFFICE	4/14/2016	$145.54
Paid Chk# 043821	ISANTI AREA JOINT	4/14/2016	$50,781.24
Paid Chk# 043822	ISANTI COUNTY AUDITOR-	4/14/2016	$1,688.18
Paid Chk# 043823	ISANTI COUNTY RECORDER	4/14/2016	$46.00
Paid Chk# 043824	ISANTI RENTAL	4/14/2016	$80.50
Paid Chk# 043825	J. J. TAYLOR	4/14/2016	$1,074.65
Paid Chk# 043826	JOHNSON BROTHERS LIQUOR	4/14/2016	$4,838.44
Paid Chk# 043827	JOSLIN & MOORE	4/14/2016	$7,866.00
Paid Chk# 043828	KAWALEK TRUCKING	4/14/2016	$121.20
Paid Chk# 043829	KNOTZ, JASON	4/14/2016	$32.05
Paid Chk# 043830	LAND TITLE, INC.	4/14/2016	$83.47
Paid Chk# 043831	LARSEN DIRT WORKS, LLC	4/14/2016	$4,500.00
Paid Chk# 043832	LIBERTY TITLE	4/14/2016	$134.46
Paid Chk# 043833	MACQUEEN EQUIPMENT, INC.	4/14/2016	$39.17
Paid Chk# 043834	MADDEN GALANTER HANSEN, L	4/14/2016	$2,279.87
Paid Chk# 043835	MARTIN-MCALLISTER	4/14/2016	$900.00

April 2016

AP160401 (page 2 of 2)

	Name	Check Date	Check Amt
Paid Chk# 043836	MCDONALD DISTRIBUTING CO.	4/14/2016	$12,313.43
Paid Chk# 043837	MENARDS - CAMBRIDGE	4/14/2016	$847.74
Paid Chk# 043838	MHSRC/RANGE	4/14/2016	$469.00
Paid Chk# 043839	MILLE LACS OIL COMPANY	4/14/2016	$80.94
Paid Chk# 043840	MINNCO CREDIT UNION	4/14/2016	$2,293.39
Paid Chk# 043841	MINNESOTA UI FUND	4/14/2016	$67.75
Paid Chk# 043842	MN DEPT OF REVENUE	4/14/2016	$18,018.00
Paid Chk# 043843	MN POST BOARD	4/14/2016	$270.00
Paid Chk# 043844	M-R SIGN CO., INC.	4/14/2016	$440.15
Paid Chk# 043845	MVTL LABORATORIES, INC.	4/14/2016	$114.60
Paid Chk# 043846	NAPA AUTO PARTS	4/14/2016	$48.72
Paid Chk# 043847	NORTH 65 CHAMBER OF COMM	4/14/2016	$40.00
Paid Chk# 043848	NORTHLAND LANDSCAPING	4/14/2016	$90.00
Paid Chk# 043849	PERFORMANCE DOCK	4/14/2016	$11,953.00
Paid Chk# 043850	PHILLIPS WINE & SPIRITS, INC.	4/14/2016	$1,857.04
Paid Chk# 043851	PROGRESSIVE BUILDERS	4/14/2016	$83.11
Paid Chk# 043852	PSN	4/14/2016	$49.95
Paid Chk# 043853	QUINTESS ASSET	4/14/2016	$79.51
Paid Chk# 043854	RED BULL DISTRIBUTION	4/14/2016	$121.00
Paid Chk# 043855	RESOURCE TRAINING	4/14/2016	$30,682.00
Paid Chk# 043856	SCHMIDT, TAHNEE	4/14/2016	$193.57
Paid Chk# 043857	SOTA	4/14/2016	$250.00
Paid Chk# 043858	STAPLES ADVANTAGE	4/14/2016	$250.72
Paid Chk# 043859	SUMMIT COMPANIES	4/14/2016	$6.00
Paid Chk# 043860	SYLVESTER, MATTHEW	4/14/2016	$130.49
Paid Chk# 043861	THORPE DISTRIBUTING CO.	4/14/2016	$100.62
Paid Chk# 043862	TOSHIBA FINANCIAL SERVICES	4/14/2016	$313.57
Paid Chk# 043863	TR COMPUTER SALES, LLC	4/14/2016	$1,847.75
Paid Chk# 043864	URBANS HARDWARE	4/14/2016	$236.59
Paid Chk# 043865	US INTERNET	4/14/2016	$57.80
Paid Chk# 043866	USABLUEBOOK	4/14/2016	$93.32
Paid Chk# 043867	VERIZON WIRELESS	4/14/2016	$555.84
Paid Chk# 043868	VIKING COCA-COLA BOTTLING	4/14/2016	$332.80
Paid Chk# 043869	VINOCOPIA, INC.	4/14/2016	$255.50
Paid Chk# 043870	WATSON CO., INC.	4/14/2016	$4,342.03
Paid Chk# 043871	WELLS FARGO	4/14/2016	$6.43
Paid Chk# 043872	WEX BANK	4/14/2016	$830.09
Paid Chk# 043873	WINE MERCHANTS	4/14/2016	$72.00
Paid Chk# 043874	XEROX CORPORATION	4/14/2016	$118.06
		Total Checks	$238,220.28

City of Isanti

Gross Payroll	77,899.33
Social Security & Medicare	4,314.58
Public Employees Retirement	7,656.86
Total City Expense	89,870.77

Pay Date 4-8-2016

Pay Period 8 (3/20 - 4/2/16)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
March 2, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:22 p.m.

a. Pledge of Allegiance

b. Roll Call

Members Present:	Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and George Wimmer
Members Absent:	Tara Hallberg (excused), Adam Johnson
Staff Present:	Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented.

2. Approval of Agenda

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

3. Approve Minutes of February 2, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for February 2, 2016. Motion carried unanimously.

4. Other Business / Updates

Economic Development Director Sullivan highlighted the Staff Memo. He shared that a Developer was working on a 24 unit senior memory care project and that he anticipated a site plan to be submitted within the next few months. He also indicated that new hearing aid business (HearsWell) had moved into the former Gental Dental site in Historic downtown Isanti. Sullivan passed out a Local Market Update relating to housing that outlined median and average sales prices and housing inventory in Isanti and Cambridge. The numbers showed a pretty strong marketing in Isanti with values on the rise.

President Wimmer updated the EDA about the progress and methodology of the rate study. He indicated that he was hopeful that rates could be reduced but that more work was needed to be done before a clear picture of the impacts could be reached. He wanted to make sure the plan addressed

the issues now and provided a sustainable path into the future. He echoed the information in the Market report and indicated that values were indeed on the rise and that this was a good document to reference when speaking to taxpayers to show the trend.

Commissioner Lundeen warned against the volatility of the housing market. It said it has up and downs and is unpredictable. Right now it is very strong but it could change quickly. He also referenced the 2 new dental clinics in Cambridge and that we should try to get on here.

Commissioner Dragisich indicated the affordable housing is really the main driver for the investment in Isanti. Gas prices at current levels are helping matters

a. Business Prospects
b. GPS 45:93
c. EDAM
d. Clerk, Administrators and Developers Meeting – 2.25.16
e. ISD 911 Business Advisory Committee – 2.25.16
f. NLX Steering Committee Update
g. Business Meetings
h. 100 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

5. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:40 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 2nd day of March, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
MARCH 8, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice) and Cindy Lind-Livingston (provided prior notice)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from February 9, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Bergley to approve the February 9th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Bergley asked if the apartments were more than 350 feet away. Achman stated that they were.

Traver stated that the only business close would be the daycare and the lights shouldn't be an issue for them.

Lundeen stated the lights wouldn't be any different than the parking lot lights. Achman confirmed that the same lights that are in the parking lot will be used for the volleyball courts; however, there will be four on one post.

Bergley asked for confirmation that the lights would be hooded. Achman stated they would be. Bergley further described how the lights at Redbird Field tend to spread out all over the place and asked if the lights would be as high as those. Achman stated the lights would be as high as the ones currently in the Wintergreen's parking lot. Bergley asked of the hood on the lights would prevent the light from spilling out to other properties. Achman stated these lights are not like the globed lights without a hood that tend to spill light all over. The hood directs the light downward.

There was no one in the audience to speak on the item. Cesafsky closed public hearing.

Motion by Kennedy second by Lundeen to recommend approval of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota. Motion carried unanimously.

4. Other Business.

A. Legal Issues for Planning Commissioners.

A 75 minute webinar offered through the American Planning Association was presented to the Planning Commission.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the March 8th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 8:21 p.m.

Dated at Isanti, Minnesota this 8th day of March 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.4.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING COMMUNITY GARDEN VOLUNTEER POLICY

WHEREAS, the City of Isanti is opening a community garden in May 2016, and will thereafter be responsible for its maintenance; and,

WHEREAS, volunteer services may be available through the Isanti County Master Gardeners and other sources to assist with garden maintenance; and,

WHEREAS, a volunteer policy has been drafted for individual and group volunteers; and,

WHEREAS, DOAC has reviewed and approved the Community Garden Volunteer Policy and Application;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the Community Garden Volunteer Policy and Application.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Donald C. Lorsung
City Administrator

(SEAL)

Community Garden Volunteer Policy and Application
City of Isanti
110 First Avenue NW • PO Box 428
Isanti, MN 55040
Phone: 763.444.5512 • Fax: 763.444.5560
www.cityofisanti.us

Contact Name:_____

Secondary Contact Name:_____

Organization:_____

Non-Profit: YES / NO *(circle)*

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____-_____-_____ Cell:_____-_____-_____

E-mail:_____

Number of Adult Volunteers*:_____ Number of Youth Volunteers: _____
*There must be a minimum of one adult volunteer per 12 youth volunteers.

Duration (check one): Seasonal _____ One time _____

2016 one-time opportunities

____Garden Set Up Day – May 13th, 2016*

____Garden Grand Opening – May 21st, 2016

____Garden Clean Up Day – November 1st, 2016*
**These dates subject to change, please contact City Staff for updates.*

You are agreeing on behalf of your organization to the Policy as written below.

Applicant Signature:_____ Date:_____

I hereby assume the risk of accidental injury to myself or my group's participants, and I hereby waive any liability from accidental injury resulting from participation in program activities. I waive any liability claims against the City of Isanti, program supervisors or volunteers or any other persons or entities assisting in the program in any way.

Applicant Signature:_____ Date:_____

For Office Use Only

Date Volunteered: _____

Time Arrived: _____ Time Left: _____

Approval Signature Community Events/ Parks Coordinator: _____

Date: _____

Verification of Approval sent: _____

City of Isanti: Community Garden Volunteer Policy

1. Individuals and groups may apply to volunteer at the Isanti Community Garden. The City of Isanti does not guarantee that there will be volunteer opportunities for all applicants and reserves the right to deny any application.
2. Seasonal volunteers agree to volunteer for at least 40 hours; one-time volunteer individuals or groups agree to volunteer for at least 5 hours.
3. Community Garden volunteers agree to follow all rules set for garden users and to uphold an inviting and respectful environment in the garden.
4. Volunteers must follow the direction of City Staff and comply with all City policies.
5. Most volunteer activities will occur during City business hours, unless other arrangements have been approved by City staff.
6. Volunteers should plan for activities including but not limited to: weeding, raking, watering, light maintenance/repairs, assisting gardeners, beginning of season set up, end of season take down. Note: volunteering for the community garden may be physically straining; however, requests for accommodations will be reviewed.

If there are questions or concerns regarding this policy or the application process, please contact Katie Everett, Community Events Manager and Parks Coordinator at (763) 444-5512 or via e-mail at isantiparks@cityofisanti.us

RESOLUTION NO. 2016-

L.5.

A RESOLUTION ACCEPTING DONATION FROM PERFORMANCE DOCK AND LIFT TO THE CITY OF ISANTI

WHEREAS, MN Statute 465.03 requires that cities accept donations for the benefit of its citizens in accordance with the terms prescribed by the donor; and,

WHEREAS, April 6, 2016, staff received an offer to donate 2- 4'x6' ramps for the River Bluff Preserve trail crossing dock from Performance Dock and Lift; and,

WHEREAS, the total monetary value of the donation is $1290; and,

WHEREAS, the City of Isanti will post a plaque indicating the donation by Performance Dock and Lift;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota herby accepts the above donation.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: April 19, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with Progressive Homes LLC for Lot 22, Block 1, Isanti Meadows**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. Progressive Homes LLC has requested the City to execute a Repayment Agreement for Lot 22, Block 1, Isanti Meadows for the construction of a 1200 square foot single family residential home at 711 Hickory St SW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of April 13, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with Progressive homes LLC for Lot 22, Block 1, Isanti Meadows

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with Progressive Homes LLC on Lot 22, Block 1, Isanti Meadows

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, Progressive Homes LLC (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 22, Block 1, Isanti Meadows (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of April 13, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of April, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and Progressive Homes LLC, a limited liability company under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 16755 205th St N, Scandia, MN 55073.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1200 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means Progressive Homes LLC., a Minnesota limited liability company, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1200 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to Progressive Homes LLC at 16755 205th St N, Scandia, MN 55073; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

PROGRESSIVE HOMES LLC

By _____
Its President

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of April, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of April, 2016, by Debra M. Torkelson, the President of Progressive Homes LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 22, Block 1, Isanti Meadows, Isanti County, Minnesota

A Community For Generations.

Isanti

L.7.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: April 19, 2016

Subject: Parking Exemption on Oakwood St NE

Background

The Coborn's Project Superintendent is requesting to be exempt from the "No Parking" restriction on Oakwood St NE from April 18, 2016 to June 1, 2016. Workers are unable to park on-site during this time period as this is when sewer, water and the parking lot will be installed on site.

There is no on-street parking on 6th Ave NE, Oakwood St NE and Broadway St SE, leaving little, to no options for alternate parking near the site. Oakwood St NE is a cul-de-sac with no access point on it to abutting properties, making it the most reasonable nearby street to grant a temporary parking exemption to. The Project Superintendent estimates up to 20 vehicles may be parked along Oakwood St NE during the temporary exemption period.

Attachments:

- Resolution 2016-XXX
- Request from Jeremy Scheeler, Coborn's Project Superintendent, email dated April 8, 2016

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A PARKING EXEMPTION ALONG OAKWOOD STREET NORTHEAST

WHEREAS, the construction plans for 6th Ave NE, Oakwood St NE and Broadway St SE indicate no parking on either side of the street east of Highway 65 and south of Heritage Boulevard; and,

WHEREAS, the City recognizes that there may limited times that exemptions from the parking requirements may be reasonably necessary; and,

WHEREAS, the construction of the Coborn's grocery store requires off-site parking for a limited time due to construction activities prohibiting on-site parking; and,

WHEREAS, the Coborn's Project Superintendent is requesting an exemption from the "No Parking" restriction on Oakwood St NE for employee parking from April 20, 2016 to June 1, 2016; and,

WHEREAS, Oakwood St NE ends in a cul-de-sac and does not have any existing access points to properties abutting it which will limit any traffic concerns; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby grants an exemption to the "No Parking" restriction on Oakwood St NE from April 20, 2016 to June 1, 2016 for employees working on the Coborn's grocery store project.

This resolution was duly adopted by the Isanti City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung
City Administrator

(SEAL)

Roxanne Achman

From: Jeremy Scheeler <Jeremy.Scheeler@RiceCompanies.com>
Sent: Friday, April 08, 2016 12:06 PM
To: Roxanne Achman
Subject: Re: Parking

Dear Counsel member,

My name is Jeremy Scheeler and I am with Rice Companies. As you have seen I'm sure we are building the new Coborns off Highway 65 and we are going to start our site utilities and bringing the site up to grade. My question for you is can we have workers park on Oakwood St. form 4/18 to 6/1 while we are bringing to site up to grade and getting ready for the parking lot? This may be long than we need and we will park on our lot ASAP.

Thank you for you time!

Sincerely,
Jeremy Scheeler
Project Superintendent
(320)250-1723

On Apr 8, 2016, at 8:28 AM, Roxanne Achman <RAchman@cityofisanti.us> wrote:

> Good Morning Jeremy,
>
> As you know, Nick is out at a conference today, so I am trying to work through a few of the items with the Coborn's project. I understand you are wondering if parking would be permitted within the Oakwood St cul-de-sac. I will have to verify that the police and public works see no issues with this, however, can you provide me with a little more detail? Will parking occur only during the day (not overnight)? How many days will you need to park in this area? I haven't been out there, so I don't know for sure, but is parking prohibited just on one side of the street, or both? Feel free to give me a call if you'd rather speak over the phone.
>
> *Thank You!*
>
> **Roxanne Achman, AICP**
> Community Development Director
> City of Isanti
> 110 – 1st Ave NW
> P.O. Box 428
> Isanti, MN 55040
> Phone: (763)444-5512
> Fax: (763)444-5560
> rachman@cityofisanti.us

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

L.8.

MEMORANDUM

Date: April 4, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Isanti Middle School – Utility Easement Agreement
Isanti, Minnesota

We have evaluated options to supply a secondary source of water to the Isanti Middle School, Oakwood Estates apartment complex and the City's main lift station site. A watermain loop connecting the watermain in Wendover Street NW, north of Heritage Boulevard, to the watermain at the Isanti Middle School has been determined to be the most cost effective option. This loop will prevent future water shutdowns in this area should a watermain break occur in the future. The proposed project should improve the available flow to the school and apartments as well.

In order to install this line, the City needs to obtain a utility easement over the new watermain from the Cambridge-Isanti School District. We have contacted the School District and they have agreed to this easement at no cost to the City.

Attached is the proposed utility easement exhibit.

The schedule is set to have the entire project completed this summer, after the regular school year ends and prior to the beginning of the new school year.

Please contact me if you have any questions.

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING THE ACQUISITION OF A UTILITY EASEMENT FOR PLACEMENT OF A WATERMAIN ON PROPERTY OWNED BY THE CAMBRIDGE-ISANTI SCHOOL DISTRICT

WHEREAS, the City Council passed Resolution No. 2016-063 approving plans for the school watermain loop; and,

WHEREAS, the most effective route for placement of the watermain loop involved connecting the watermain in Wendover Street NW, north of Heritage Boulevard, to the watermain at the Isanti Middle School; and,

WHEREAS, the City of Isanti requested a utility easement from the Cambridge-Isanti School District for the placement of the watermain on their property; and,

WHEREAS, the Cambridge-Isanti School Board held their regularly scheduled meeting on March 24, 2016 where the School Board granted a utility easement to the City for said purpose as set forth in the minutes as attached and depicted in the attached easement exhibit with the understanding that there shall be no cost to the City for said utility easement; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby authorize the acquisition of a utility easement from the Cambridge-Isanti School District for placement of a watermain as a secondary source of water to said area; and,

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota hereby that the Mayor and City Administrator are hereby authorized and directed to sign all easement related documents for the acquisition of said utility easement.

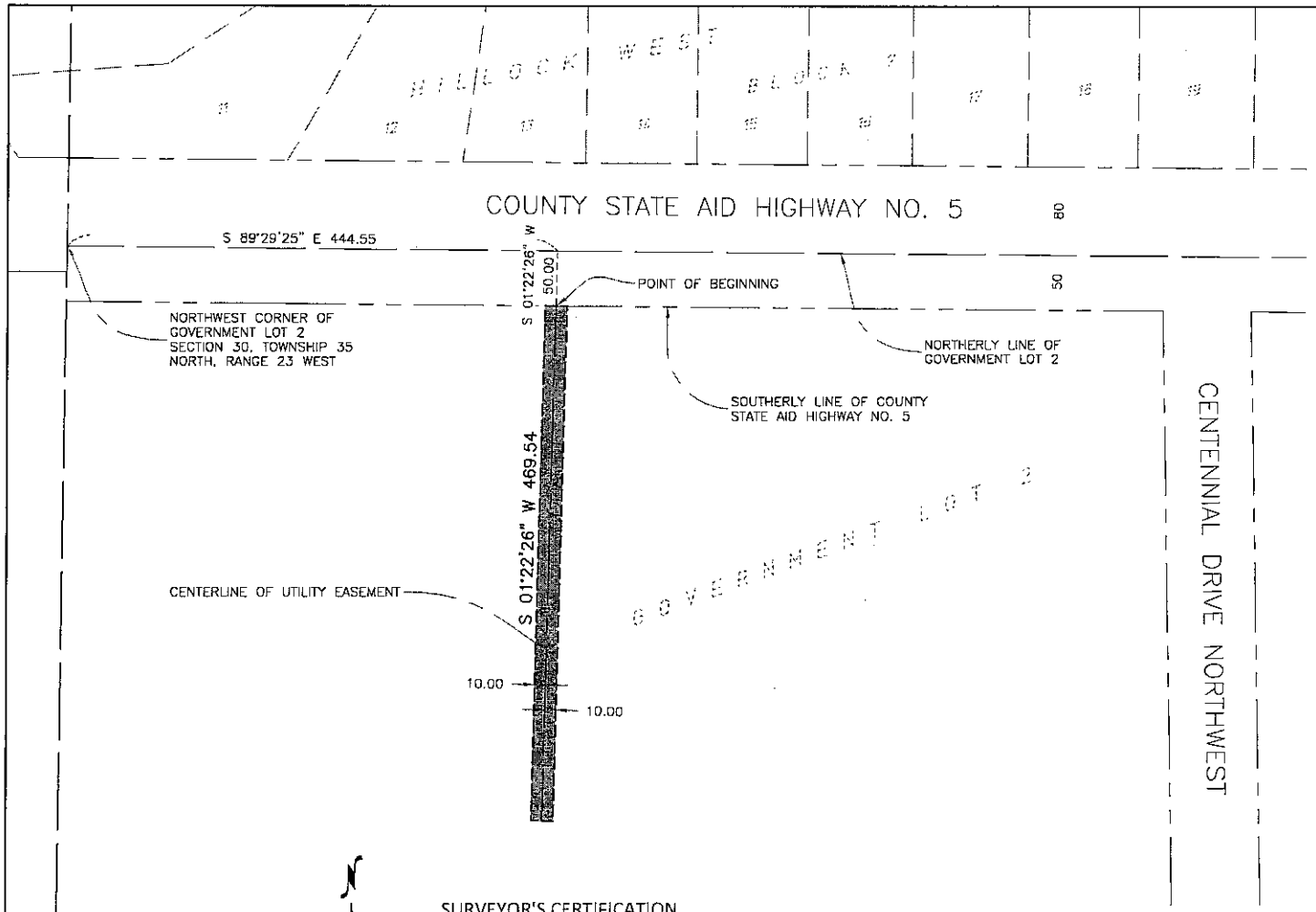
This resolution was duly adopted by the Isanti City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung
City Administrator

(SEAL)



PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for utility purposes over, under, and across that part of Government Lot 2, Section 30, Township 35, Range 23, Isanti County, Minnesota, the centerline of said easement being described as follows:

Beginning at the northwest corner of said Government Lot 2; thence South 89 degrees 29 minutes 25 seconds East, assumed bearing along the north line of said Government Lot 2, a distance of 444.55 feet; thence South 01 degrees 22 minutes 26 seconds West, a distance of 50.00 feet to the southerly right of way line of County State Aid Highway No. 5 and the beginning of the centerline to be described; thence South 01 degrees 22 minutes 26 seconds West, a distance of 469.54 feet and said line there terminating.

The side lines of said easement are prolonged or shortened to terminate on said southerly right of way line of County State Aid Highway No. 5, Isanti County, Minnesota.

PROPOSED EASEMENT
CONTAINING 9391 SQ. FT.

0 100 200
SCALE IN FEET

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Russell O. Halverson
License Number 41813

02/15/2016
Date

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PROPOSED EASEMENT EXHIBIT
ISANTI, ISANTI COUNTY, MINNESOTA

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
(763)-433-2851

PART OF GOVERNMENT LOT 2
SECTION 30, TOWNSHIP 35, RANGE 23
ISANTI COUNTY
MINNESOTA

FOR: CITY OF ISANTI

H:\ISAN\R13110979\CAD\C3D\110979EA01.DWG 02-15-2016 10:46a.m.

JOB NUMBER: R13.110979 FIELD BOOK: N/A DRAWN BY: ALH

R23-T35-S30-32

CAMBRIDGE ISANTI Schools
EVERY STUDENT, EVERY DAY

Cambridge-Isanti Schools
Regular School Board Meeting Minutes
Thursday, March 24, 2016
Education Services Center – 7:00 p.m.

MINUTES

The Regular School Board Meeting of Cambridge-Isanti Schools was held on Thursday, March 24, 2016 - 7:00 p.m. at the Education Services Center in Room 121A and B with Board Chair, Tim Hitchings; members, Gary Hawkins, Lynn Wedlund, Heidi Sprandel, and Kyle Johnson; Absent, Jenni Caulk and Darcy Winsor; and Ex Officio, Superintendent, Dr. Ray Queener.

Pledge of Allegiance was said by all.

Motion made by Gary Hawkins, seconded by Heidi Sprandel to approve the meeting agenda. Motion carried unanimously.

Communications/Recognition: Instructional Assistant, Laura Fredenberg read a letter to the board on behalf of SEIU for Cambridge-Isanti Schools Instructional Assistants, Food Service and Custodial support staff. Chair Hitchings thanked Ms. Fredenberg on behalf of the school board for the letter.

School Board Showcase: Cambridge-Isanti High School Principal, Brenda Lemiani and Assistant Principals, Chad Gerlach and Pam Austad, shared with the board different student engaging activities held at the high school. Three stations were displayed with rotation of the board at each station. The following staff and students were at these stations:

- Blended Learning with Chromebooks: 9th Grade English with Rox Charlson and Dave Hanson. Students: Kenna Peterson, Kiah [illegible]ski, and Ashley Tebben.
- Scaling Innovation through New Course Offerings: CIHS Robotics with John Almos. Student: Josiah [illegible]
- Innovation in Science with Digital Sensors: College Biology with Tricia Hennen. Students; Dylan Bilger and Lydia Godfrey.

At each station, students shared with the board the process of their student engagement activity and gave a demonstration or talked about the activity at hand.

Board Committees/Administration Reports were as follows:

- Student Board Member – No report at this time.
- Community Education – Met on March 14th. Minutes in agenda. There has been a lot of interest shown within the community in regards to Lacrosse.
- Legislative – None
- Oak Land Cooperative Center – No meeting in March
- School Board Member Good News – CPS: First grade choir concert, March 17th; Roller skating is taking place in phy ed with students getting to skate in five class periods; Free movie night was held for families; SRO Officer read books on honesty and video recorded them for families to view; Math Night at Cub Foods – March 29th; Mc Donald's fundraiser – April 14th; Students will be fundraising for Pennies for Patients throughout the month of April. CIS: Teacher, Amanda Hagemeister has created a visually stimulating room with multiple learning stations. Her students

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are actively engaged in learning or practicing skills for extended periods of time. IIS/SFAS: Year round is on spring break until April 4th; MCA testing will be taking place in April; April 1st – Bluejacket Pride will be celebrated; Student variety show will be coming in May.

- Board Committee Reports – Negotiations continue for Bus Drivers, Instructional Assistants, Food Service, and Custodians. Policy Review Committee met on March 3; Finance Committee met on March 16th; Communications Advisory Committee met on March 21st to discuss committee purposes and expectations. Subcommittees were formed and will begin to meet regularly to clarify priorities.

- Finance and Operations shared a document with the following updates:
  - Food Service: Administration Review has begun with MDE; working on FY 2016-2017 budget; looking at summer programs.
  - Finance: Working on FY 2016-2017 budget; payroll working to meet all requirements for the ACA regulations. Form 1095 will be sent to all employees qualifying for insurance (even those who qualified, but refused).
  - Building and Grounds: Working on capital budget which will be presented to board in April; Phase II Security project (ESC) is waiting for doors to arrive to move forward with implementation.
  - Transportation: Preparing for many field trips in spring; looking i routing for summer programs; planning for bus purchases for the 2016-2017 sc yea ooking into routing for the 2016-2017 school year; a facilities study is being one. Consultan will be chosen and a committee will be formed according to our strategic p n, St ategy 4, A ion Plan 5.
  - Communications: CAC met on March 21 social med aining of Sch 's Facebook and Twitter page was held with principals on h 15th. Ti training will continue forward on a one-to-one basis. Eventually this will be in egr d with t mobile app; stakeholder survey planning is underway.

- Human Reso es han out oc nt wit he following updates:
  - Director Admin. S vice nd HR, ulia Lines, did a Supershadow with ABM Jennifer Dewey at S. Ms. L es jo Ms. Dewey in many classrooms enjoying different activities with student nd staf "You can really tell RRS cares about their students," she said.
  - The Policy R iew Committee and the School Board have approved updates to 72 of the 177 policies for our district hoping to finish all of them over the next year.
  - STAR reporting will be completed in April. Data is collected and shared with MDE in regards to our licensed and non-licensed staff and stored via the Minnesota Department of Education. Principals are collecting data to determine staff need for the 2016-2017 school year.

- Teaching and Learning distributed a document on the following updates:
  - American Indian Advisory Board met on February 23rd.
  - DILT team met on March 2nd discussing the role of the committee.
  - Mr. Winters shared the wonderful opportunity to serve Green Eggs and Ham at CPS.
  - Last Leadership Academy at Resource Training and Solutions was held in April.
  - Summer planning taking place at ECMECC CIPD (Curriculum Integration and Professional Development Committee). Lake EMECC will be held this year at C-I Schools with Cambridge-Isanti High School hosting.
  - March 11th in-service a huge success.
  - Mr. Winters attended the MAESEP Conference. C-I Schools was very well represented with Rob Swanson, Patrick Marrow and Kristin Daniels presenting on Professional Development.
  - Technology is working on the following:
    - District Website

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- State Testing Preparation. WIDA for ELL students will use Chromebooks this year. MCA testing starting in April via computer lab and Chromebooks.
- Collecting bids for infrastructure upgrade at middle schools
- TILT – Members are learning different components of technology to bring back to the buildings.
- Tech Tickets – Katie Casey and Katie Jo Maagard have used theirs.
- Patrick Morrow has developed Google sheets for standards prioritization.
- Blended Learning Think Tanks – Meetings held to discuss strengths, concerns and modifications of plan. Will have more information in April.

Superintendent Dr. Queener shared with the school board the following:

- Dr. Queener gave an update on the Director of Transportation position. Kerri Schibilla will be stepping into the role temporarily until April 29th. There will be first round pre-screening interviews for the position on Thursday, March 31st.
- SEE day at the Capital is April 6 and Dr. Queener along with 4 parents from the PAC team will be attending. Kim will send out information on date and time and when leaving Cambridge to school board members in case anyone is interested in attending.
- 2016 Legislation is in full swing. Lots of discussion is taking place. The Governor's budget is attached in your agenda and in its final stages. More will be coming as continued developments arise.
- Cambridge is doing a community book read "A Man Called Ove." The group is meeting at different locations to discuss the novel and share detail throughout the months of April and May.
- Hwy. 95 Task Force has been meeting about the expansion of Hwy. 95, downtown Cambridge. Please go to the City of Cambridge website for updates and project information.
- Dr. Queener expressed his gratitude about the March 11th in-service. He thanked all those who helped in putting the professional development day together and making it a huge success.
- Dr. Queener thanked Dan Mauer on his detailed work in putting the Business Advisory Committee together. The committee consists of community members who will help in refining experiences in careers and mentorship for our students in order to prepare them for success beyond high school.
- Dr. Queener attended the CPS Green Eggs and Ham breakfast. Great to see all the staff, students and families come together at this annual event.
- On February 23rd, Dr. Queener Supershadowed Dawn Doyle, Academic Interventionist at CPS. She is amazing. He got to participate in activities that included Sea Slide, Mental Math, and What Makes 10. He learned about intervention strategy and received thank you notes from all the students in her class.
- "Let's Talk About It" is a community program developed by SAVE (Suicide Awareness Voices of Education) that was held at CIHS on March 2nd. Dan Reidenberg, along with a youth panel and adult panel of community experts spoke on suicide prevention. Over 400 people attended the event.
- On March 31st, Dr. Queener, along with students from CIHS will be presenting to the Minnesota Design Team their vision and information on the school district and the community 5-10 years into the future. They will be presenting at 8:30 a.m. More information can be found at the City's website.
- Dollars for Scholars Phon-A-Thon will be held on April 4th and 5th with hopes to collect approximately $20,000 in pledges for scholarships from local community members.

Director of Admin Services and HR, Julia Lines, explained to the board the changes on Policy #406 – Public and Private Personnel Data. This policy will come up for approval at next school board meeting.

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Director of Admin Services and HR, Julia Lines, explained to the board the changes on Policy #417 – Chemical Use and Abuse (Annual Mandatory Review). This policy will come up for approval at next school board meeting.

Director of Admin Services and HR, Julia Lines, explained to the board the changes on Policy #430 – Staff Leaves and Absences. This policy will come up for approval at next school board meeting.

Motion made Lynn Wedlund, seconded by Gary Hawkins to approve the consent agenda. Motion carried unanimously.

Heidi Sprandel met with Director of Finance and Operations, Kris Crocker, to discuss Cambridge-Isanti Schools' financials and everything looks good. Motion made by Gary Hawkins, seconded by Tim Hitchings to approve the Treasurer's Report subject to audit. Motion carried unanimously.

Kris Crocker read the resolution on gifts and donations and shared with the board the list of donors, nature of gift and amount of donation *(list is in board agenda)*. Motion made by Kyle Johnson, seconded by Heidi Sprandel to adopt the Resolution on Gifts and Donations to accept gifts, grants or devise of real or personal property. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Kris Crocker, Director of Finance and Operations, presented to the board a PowerPoint explaining the recommendations and dollars needed for the General Fund budget assumptions and priorities for the 2016-2017 school year. Motion made by Lynn Wedlund, seconded by Heidi Sprandel to approve the 2016-2017 Preliminary Budget Assumptions with a final Preliminary Budget coming to the board in June. Motion carried unanimously.

Motion made by Kyle Johnson, seconded by Heidi Sprandel to adopt the Resolution Full Parameter Crossover Refunding Series 2016D bonds. Ms. Crocker distributed a handout, Revised Pre-Sale Report to the board and was joined by Ehlers representatives, Andrea Uhl and Joel Sutter. They shared with the board the change in approving the full parameter refunding resolution and giving the authority to Ms. Crocker and one school board member to accept bids on Tuesday, March 29th at the opening bid of the Series 2016D bonds. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Motion made by Gary Hawkins, seconded by Lynn Wedlund to adopt the Resolution on Parent Advisory Committee for American Indian Education. There are approximately 62 students in the Cambridge-Isanti Schools who would access this education. Next week there will be a meeting with the Mille Lacs Band Indians and a liaison to further the process. Revenue at this time is $35,000. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to approve the Washington D. C. Trip for IMS and CMS occurring March 31st to April 2nd, 2016. Sixty students will be attending this trip. Total cost per student is $1,200 with some of the cost of the trip paid through fundraising and the balance paid for by families. Motion carried unanimously.

Motion made by Kyle Johnson, seconded by Gary Hawkins to approve the College Biology Trip to Ecuador and the Galapagos Islands in June, 2017. Currently twelve students are registered to attend this trip. Total cost per student is $3,500 with some of the cost of the trip paid through fundraising and the balance paid for by families. Motion carried unanimously.

DRAFT

Motion made by Lynn Wedlund, seconded by Gary Hawkins to approve the Request for membership into the International Thespian Society. This society allows recognition of students who have met certain requirements that are involved in theatre within the district. Motion carried unanimously.

Motion made by Gary Hawkins, seconded by Tim Hitchings to approve the Quality Compensation Letter of Intent for Q-Comp. This letter is needed to begin the process of application. The proposal/plan will need to be submitted by the May 15th deadline. Motion carried unanimously.

Motion made by Gary Hawkins, seconded by Tim Hitchings to approve the Negotiated Administrative Assistant Contract for 2015-2017. Motion carried unanimously. Mr. Hitchings thanked the administrative assistants for participation in the negotiation process.

Motion made by Lynn Wedlund, seconded by Gary Hawkins to approve the Memorandum of Understanding for Kerry Schibilla for Interim Director of Transportation from March 4th, to April 29th, 2016. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Gary Hawkins to adopt the Resolution Relating to the Proposed Expulsion of a student. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to approve the Withdrawal Agreement of a Student. Motion carried unanimously.

Motion made by Lynn Wedlund, seconded by Heidi Sprandel to approve Policy #401 – Equal Employment Opportunity. Motion carried unanimously.

Motion made by Gary Hawkins, seconded by Tim Hitchings to approve Policy #429 – Professional Staff (Teachers), Personnel Staff (Support Staff) Recruiting, Hiring, Assignment, Transfer and Evaluation. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Lynn Wedlund to approve Policy #532 – Use of Peace Officer and Crisis Teams to Remove Students with IEPs from School Grounds. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to approve the City of Isanti Easement Limited Warranty Deed. The deed will accept the proposed plan from the City of Isanti to install a new water main loop, connecting to the existing waterman, to supply a secondary source of water to Isanti Middle school to prevent future water shutdowns should a water main break in the future. This will be at no cost to the district. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to adjourn meeting at 8:47 p.m. Motion carried unanimously.

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Signature _____ Date _____

EASEMENT LIMITED WARRANTY DEED

DEED TAX DUE: EXEMPT MS §287.22 (13) – Easement Only

Date: March 24, 2016

FOR VALUABLE CONSIDERATION, Cambridge-Isanti Independent School District #911, an independent school district under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to City of Isanti, a municipal corporation under the laws of the State of Minnesota, Grantee, real property in Isanti County, Minnesota, described as follows:

A 20.00 foot wide perpetual easement for utility purposes over, under, and across that part of Government Lot 2, Section 30, Township 35, Range 23, Isanti County, Minnesota, the centerline of said easement being described as follows:

Beginning at the northwest corner of said Government Lot 2; thence south 89 degrees 29 minutes 25 seconds East, assumed bearing along the north line of said Government Lot 2, a distance of 444.55 feet; thence South 01 degrees 22 minutes 26 seconds West, a distance of 50.00 feet to the southerly right of way line of County State Aid Highway No. 5 and the beginning of the centerline to be described; thence South 01 degrees 22 minutes 26 seconds West, a distance of 469.54 feet and said line there terminating.

The side lines of said easement are prolonged or shortened to terminate on said southerly right of way line of County State Aid Highway No. 5, Isanti County, Minnesota.

See Exhibit "A" attached hereto and made a part hereof depicting the location of the easement herein granted.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property.

Check if applicable:

X The Seller certifies that the seller does not know of any wells on the described real property.
____ A well disclosure certificate accompanies this document.
____ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Cambridge-Isanti Independent School District #911

By: _____
Its Chairperson

By: _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

This instrument was acknowledged before me on March 24, 2016 by Timothy S Hitchings, the Chairperson and by Lynn Wedlund, the Clerk of Cambridge-Isanti Independent School District #911, an independent school district under the laws of the State of Minnesota.

Kimberly K. Cheney
Notary Public

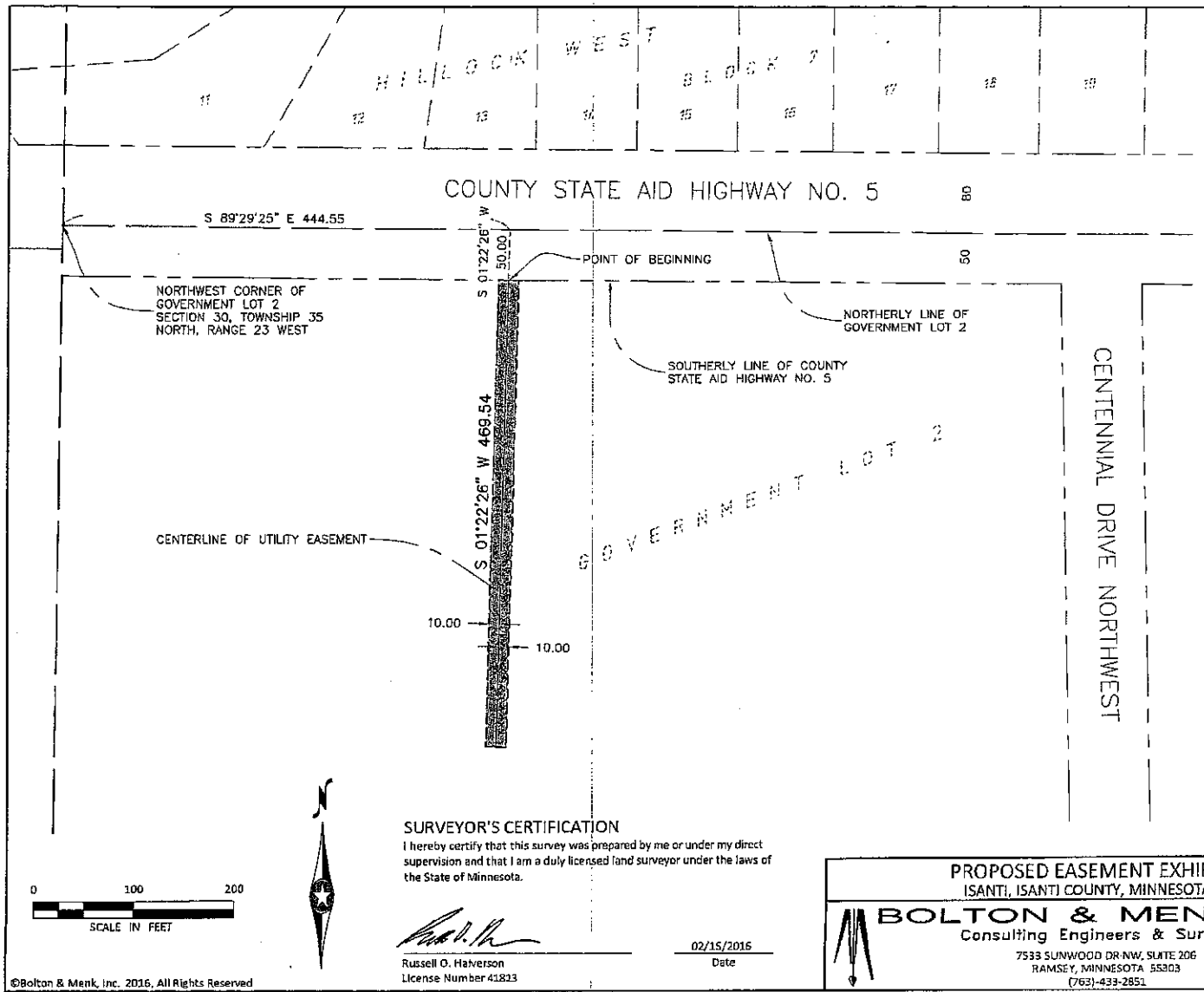
KIMBERLY KAY CHENEY
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2018

Tax Statements for the real property should be sent to:

Independent School District 911
625A Main St.
Cambridge, MN 55008

This Instrument Was Drafted By:
Clark A. Joslin
Joslin & Moore Law Offices, P.A.
221 NW 2nd Ave.
Cambridge, MN 55008

Exhibit A



PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for utility purposes over, under, and across that part of Government Lot 2, Section 30, Township 35, Range 23, Isanti County, Minnesota, the centerline of said easement being described as follows:

Beginning at the northwest corner of said Government Lot 2; thence South 89 degrees 29 minutes 25 seconds East, assumed bearing along the north line of said Government Lot 2, a distance of 444.55 feet; thence South 01 degrees 22 minutes 26 seconds West, a distance of 50.00 feet to the southerly right of way line of County State Aid Highway No. 5 and the beginning of the centerline to be described; thence South 01 degrees 22 minutes 26 seconds West, a distance of 469.54 feet and said line there terminating.

The side lines of said easement are prolonged or shortened to terminate on said southerly right of way line of County State Aid Highway No. 5, Isanti County, Minnesota.

PROPOSED EASEMENT
CONTAINING 9391 SQ. FT.

0 100 200
SCALE IN FEET

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Russell O. Halverson
License Number 41823

02/15/2016
Date

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PROPOSED EASEMENT EXHIBIT
ISANTI, ISANTI COUNTY, MINNESOTA

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
(763)-433-2851

PART OF GOVERNMENT LOT 2
SECTION 30, TOWNSHIP 35, RANGE 23
ISANTI COUNTY
MINNESOTA

FOR: CITY OF ISANTI

H:\SAN\R13110979\CAD\C3D\110979EA01.DWG 02-15-2016 10:46a.m.

JOB NUMBER: R13.110979 FIELD BOOK: N/A DRAWN BY: ALH

R23-T35-S30-S2

A Community For Generations.

Isanti

L.9.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: April 19, 2016

Subject: Nuisance Weed/Grass Abatement – Quote for Service

Background

The City received 5 quotes for 2016 nuisance residential and large tract weed/grass abatement (lot mowing). Staff evaluated the two lowest quotes for residential mowing. After the evaluation, the low quote for residential abatement this year was submitted by Cory's Complete, LLC. The quote is for $32.00 per residential lot mowed and a $5.00 mobilization charge. The low quote for large tract abatement was submitted by North Country Lawn Care Inc. The quote received was a $50.00 base fee charge that includes the first hour of mowing, plus $25.00 per additional hour after the first hour of mowing.

The specifications allow awarding residential and large tract abatement work to separate qualified contractors. Attached is a summation of the quotes received. A provision is included in the resolution that should the contractor awarded not perform in accordance with the contract; staff has the authority to offer the services to the next lowest quoter.

Staff further recommends that the 2016 fee to be charged for properties abated using a private vendor would be the actual cost charged by the vendor to the City for the service and the $25.00 administrative charge as designated in the City Fee Schedule.

Attachments:

- Resolution 2016-XXX
- 2016 Quote Matrix
- 2016 RFQ for Nuisance Weed Abatement

RESOLUTION NO. 2016-

RESOLUTION AWARDING QUOTE FOR OUTSOURCING THE MOWING OF NUISANCE WEED/GRASS ABATEMENT LOTS

WHEREAS, the City of Isanti has determined that is in the City's best interest of the City to accept quotes for the outsourcing of mowing services for nuisance weed/grass abatement lots located within the city; and

WHEREAS, a request for quotes for the services was published in the City's official newspaper; and

WHEREAS, quotes were received and a tally of the quotes is provided on the attached 'Exhibit A';

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

1. To hereby award the low quote for mowing services for nuisance residential weed/grass abatement lots as provided within the specifications so posted and published to **Cory's Complete, LLC** for the 2016 mowing season.
2. To hereby award the low quote for mowing services for nuisance large tract weed/grass abatement as provided within the specifications so posted and published to **North Country Lawn Care Inc.** for the 2016 mowing season.
3. That **Cory's Complete, LLC** and **North Country Lawn Care Inc.** provides a Certificate of Compliance as required under the Minnesota Workers' Compensation Law (if required).
4. That **Cory's Complete, LLC** and **North Country Lawn Care Inc.** provides a copy of their liability insurance and names the City as an 'additional insured'.
5. That the quotations as signed by the vendors for the 2016 Growing Season constitutes a contract with the City of Isanti for said services.
6. That City staff is authorized to charge the administrative fee for billing of properties abated as designated in the City Fee Schedule; with the administrative fee, rate charge and any applicable sales tax charged to the responsible party.

FURTHERMORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that in the event that it is determined that **the Contractors** do not perform in accordance with this resolution, the specifications and the contract entered into; Staff has the authority to offer to said services to the next lowest quoter, as per quotes provided to the City of Isanti.

This resolution was duly adopted by the Isanti City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Donald C. Lorsung
City Administrator

CITY OF ISANTI
BID OPENING
April 6, 2016 – 1:00 p.m.
Nuisance Weed Abatement Services

Exhibit A

BIDDER	Residential Lot Cost	Mobilization Fee	Fee for Large Tracts
Seasonal Property Services LLC 308 5th Ave SW, Unit B Cambridge, MN 55008	$45.00 per lot	$25.00	$50.00 base fee + $50.00 per hour
Cory's Complete, LLC 2261 171st Lane NE Ham Lake, MN 55304-5007	$32.00 per lot	$5.00	$50.00 base fee + $50.00 per hour
Freedom Lawn Service 20800 Glenbrook Ave W Forest Lake, MN 55025	$49.50 per lot	$15.00 if they are in town for other mowing reasons. $50.00 if a special trip for one property.	$75.00 base fee + $75.00 per hour
Linda Fransen 25895 Lever St NE Isanti, MN 55040	$75.00 per lot	$50.00	$100.00 base fee + $35.00 per hour
North Country Lawn Care Inc. 2951 – 297th Ave NW Isanti, MN 55040	$50.00 per lot	$20.00	$50.00 base fee (includes first hour of mowing) + $25.00 per hour

CITY OF ISANTI

2016 REQUEST FOR QUOTATION
For Nuisance Weed Abatement on Private Property

Company Name/Address:

_____

_____

_____

_____

Telephone Number:

( )_____

Quotations will be received until 1:00 p.m. on Wednesday, April 6, 2016.
Quotations are requested from commercial mowing firms for furnishing labor and equipment for the abatement/cutting of weeds and tall grass on developed and vacant residential lots within the City of Isanti. Also requested is a base fee plus an hourly mowing rate for large tracts. The City reserves the right to consider the large tract rate fee quote separately from the residential lot mowing fee quote. The properties for which services are being requested will be in violation of the City's weed nuisance ordinance. Generally grass and weeds will be 8" or more in height. The City reserves the right to accept or reject quotes received for these services.

THIS CONTRACT IS FOR THE 2016 GROWING SEASON.

****

Requirements – Minimum:

A. Performance

- The cost per site will include the following: mowing and trimming around structures, posts, fences and objects. Ancillary clearing of loose paper/cardboard debris prior to mowing. Care shall be taken not to damage trees and shrubs.
- Areas must be cut within two working days of date of City request via e-mail Note: There will be a $25 penalty fee for each site not mowed within the two working days (week days), unless there is approval by the Public Works Director to extend this period due to weather or extenuating circumstances.
- In the event the selected contractor cannot mow in the time specified, the City has the right to contact alternate mowing contractors to perform the work.
- Streets, sidewalks and driveways must be free of cutting debris. Bagging and removal of clippings is not required.
- Weeds and grass must be cut and trimmed to 3" height.
- Insurance – must carry a $1 million liability coverage policy and workers compensation insurance (if required). A certificate of insurance with the City of Isanti named as an additional insured will be required. Service providers shall meet all City requirements prior to providing services to the City.

- In the event of non-performance or at the City's discretion, services from the vendor may be terminated by written notice from the City.
- Regarding Large Lot mowing, a 50 foot perimeter is to be mowed around the property where it abuts a street or property line of a developed area. The contractor must have equipment capable of mowing rough larger multi-acre areas. These areas may have weeds, brush and small trees (up to 2 inches) that will need to be removed. It is the contractor's responsibility to check areas prior to mowing for rocks and debris that may damage their equipment. Care should be taken not to mow over the extension of water curb boxes, wood stakes or other property markers. The Contractor should consult with City officials concerning whether only perimeter mowing of the areas is required or if the entire site needs to be mowed.
- Mowing contractors must be available for the entire mowing season which could start as early as April and extend as late as the end of October.
- The selected mowing contractor will meet with City staff prior to the start of the mowing season and shortly after mowing has started to ensure an efficient process.

B. Communication and Billing

- The City will e-mail the address of lots/sites that will require mowing to the contractor.
- The contractor will have two full business days after the date the e-mail is sent to complete the work.
- Once the work is completed on a property, the contractor will notify the City by e-mail that the service has been completed (on the day of service).
- Invoices must be submitted for payment with specific dates that services were performed. At the end of each month, the contractor will submit a statement reflecting all invoices previously submitted for payment. Payment will only be made from invoices.

C. Equipment Required: Please list this equipment below.

- Commercial grade self-propelled walk or rider mower and weed trimmers.
- For Large Lot Mowing – commercial grade equipment capable of mowing rough areas, brush and small trees.

Quote For Services / Other Required Information

D. Amount for Service (includes all transportation and travel time)

1. **Residential Lot - Cost per Site** $_____

2. **Mobilization Fee** (if owner has cut) $_____

3. **Base Fee Plus Hourly Mowing Fee for Large Tracts*** $_____(base fee)
+
$_____(hourly fee)

*The City reserves the right to consider this quote separately

Please provide a list of EQUIPMENT available to fulfill requirements of contract:

1.

2.

3.

Please provide 3 references that you provided commercial mowing services in 2016. (Name/Contact Information)

1.

2.

3.

In submitting this quotation, the vendor agrees that acceptance of any or all quotations by the below designated party within a thirty (30) day period constitutes a Contract.

Signed: _____

Firm Name: _____

Dated: _____

AN AUTHORIZED EMPLOYEE OF THE COMPANY MUST SIGN ALL QUOTATIONS.

QUOTES SUBMITTED MUST BE CLEARLY MARKED: Quote for Nuisance Weed Abatement Services

PLEASE SUBMIT QUOTES TO:

Roxanne Achman
Community Development Director
City of Isanti
P.O. Box 428
Isanti, MN 55040

For further information or questions, please call: (763) 444-5512.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: April 13, 2016

RE: Award Quote and Contract for Refuse Services

A request for quotes was placed in the official newspaper and posted for refuse collection services for the City. The service period is for two years; from June 1, 2016 through May 31, 2018.

Two quotes were received for the service, one from ACE Solid Waste and one from East Central Sanitation. East Central Sanitation's quote came in at $315 /month for all services, $ 175 per roll-off box for Clean-up Day and no charge for park containers and containers for city events. ACE Solid Waste's quote came in at $ 367 /month for all services and they quoted $ 84 /month for park containers, $ 200 per roll off box for Clean-up Days; and $ 5.00 for each container/trash can for city events.

In review of the quotes received, staff recommends awarding the refuse service to East Central Sanitation and to authorize entering into a two-year contract for refuse services. Attached is a resolution and contract for your consideration.

RESOLUTION NO. 2016-

A RESOLUTION AWARDING QUOTE AND AUTHORIZE ENTERING INTO A TWO YEAR CONTRACT FOR REFUSE SERVICE

WHEREAS, the City of Isanti has determined that it is in the City's best interest to seek quotes for refuse services for the Isanti Municipal Facilities, and

WHEREAS, quotes were received as follows:

Quoter	**Quote Amount**
East Central Sanitation	$315.00/mo base quote Additional: Park Containers - $0.00/no charge Park Recycling Containers - $0.00/no charge Clean-up Day: roll-off/s, labor, dumping fees – $175 per roll off Additional Services/City Events per container – $0.00/ no charge container/can
ACE Solid Waste	$367.00/mo base quote Additional: Park Containers – $84.00/mo Park Recycling Containers - $56.00/mo Clean-up Day: roll-off/s, labor, dumping fees - $200 per roll off Additional Services/City Events per container – $5.00/container/can
Two quotes were received	

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

1. That the City Council awards the quote to East Central Sanitation as the most responsible quoter for the base quote amount of $315.00 per month, $175.00 per roll off container for City Clean-up Day and a $0.00 'no charge' for the additional quoted items as stated in the above quote tabulation.

2. That the City Administrator is hereby authorized to enter into a two year contract with East Central Sanitation for the provision of refuse services to the Isanti Municipal Facilities for a two year period from June 1, 2016 to May 31, 2018.

3. That a copy of the said contract be attached to this resolution including the responsibilities of both parties for the refuse service.

This resolution was duly adopted by the Isanti City Council this 19st day of April 2016.

Attested:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

CITY OF ISANTI

CONTRACT FOR REFUSE SERVICES

This agreement is made as of the ____ day of April, 2016, between the City of Isanti, a Minnesota Municipal Corporation **("City")**, and East Central Sanitation **("Contractor")**. The **City** and the **Contractor** agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a standardized refuse service collection procedure for the Isanti Municipal facilities.

SECTION 2. SERVICES TO BE PERFORMED

A. The **Contractor** shall collect all refuse materials from the municipal facilities listed on Appendix A. The collection shall be on an as needed basis and from the designated containers.

B. The **Contractor** shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter as the **City** and **Contractor** may agree so that the schedule can be completed regardless of a holiday.

C. The **Contractor** shall provide the following equipment and labor annually for the City Clean-up day:

1. Two (2) roll-off boxes or equivalent of a size adequate for the intended purpose and dumping fees for collected materials.

2. All required labor for removal of materials collected.

3. Trucking services for the delivery and removal of the roll-off boxes.

The **City**, with the cooperation of the **Contractor**, shall provide a system for the collection of any necessary special fees associated with the collection and disposal of problem materials at the clean-up day (i.e. tires, appliances, fluorescent bulbs).

SECTION 3. TERM OF CONTRACT

A. The term of this **Contract** shall be June 1, 2016 through May 31, 2018.

SECTION 4. PREPARATION FOR COLLECTION

A. All occupants of municipal properties will be directed to prepare and store refuse materials in containers provided by the **Contractor**.

SECTION 5. CONTRACTOR'S EQUIPMENT

A. All vehicles used by the **Contractor** in picking up the materials from the municipal properties shall be painted and marked uniformly and shall be identified on both sides of the cab. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.

B. The **Contractor** shall make all collections of materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the **Contractor's** receptacles and vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect materials.

C. The **Contractor** shall keep all equipment used in the performance of the work required by this **Contract** in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle as least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the **Contractor's** equipment is subject to periodic inspection by the **City**.

SECTION 6. CONTRACTOR'S OPERATIONS

A. The **Contractor** shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. and 5:00 p.m. on all days of collection as specified herein. The address and telephone number of the office shall be given to the **City** in writing. Any changes in address and telephone number of the office shall be given to the **City** in writing at least ten (10) working days prior to such change.

B. Complaints on service will be taken and collected by the **City** in addition to those received at the **Contractor's** office. The **City** will notify the **Contractor** of all complaints it receives. The **Contractor** is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the **Contractor** and reported monthly to the City Administrator. All complaints shall be answered by the **Contractor** courteously and promptly.

C. The **City** shall notify the **Contractor** by 12:00 noon on the day following the scheduled pick-up of any missed stops. The **contractor** is required to service such locations before 5:00 p.m. on the date of notification.

D. The **Contractor's** employees shall handle all containers with reasonable care to avoid damage, shall replace all containers in an upright position and shall immediately clean up and dispose of any materials which may have fallen out of a container.

E. The performance of the **Contract** shall be done by the **Contractor** with forces which are adequate to insure the satisfactory collection and disposal of the materials at all times. **Contractor's** failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, which on other work might be regarded as "acts of providence".

F. The **Contractor** shall certify that any materials collected specially for recycling are delivered to a recycling processing center. Materials, specifically intended to be recycled, found to be landfilled will be in violation of the **Contract** and shall be grounds for termination of the **Contract**.

SECTION 7. COMPENSATION

The **City** will compensate the **Contractor** for the collection of refuse and recycling materials from City facilities a sum of ***$ 315.00*** plus tax per month during the life of the Contract; and the **City** shall compensate the **Contractor** fees in the amount listed on their Refuse Services Bid Sheet (See Attached) for Parks, Clean Up Day, and Additional Services/City Events. There shall be no additional fees for roll offs, labor, and dumping fees for the spring clean-up day (as provided in the specifications).

SECTION 8. LIABILITY INSURANCE / INDEMNIFICATION

The **Contractor** shall indemnify and hold harmless the **City** and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this **Contract** by the **Contractor**, its employees, agents or subcontractors. **Contractor** will carry, for the duration of this Agreement, liability insurance coverage and shall provide a Certificate of Liability Insurance to the City and shall name the **City of Isanti** as an additional insured, an amount of not less than $500,000.00, insuring against personal injury or property damage for liability to third parties. The **Contractor** shall provide a copy of his license to haul as authorized and approved by Isanti County.

SECTION 9. TERMINATION

The **City** shall have the right to terminate this **Contract** prior to the expiration of its term if in the **City's** opinion, there has been a breach of its terms by the **Contractor**.

SECTION 10. PENALTIES AND DAMAGES

A. Failure by the **Contractor** to perform under this **Contract**, may result in its termination and/or claims by the **City** for damages.
B. In the event of breach of this **Contract** by the **Contractor**, or proven negligence by the **Contractor**, the **Contractor** agrees to pay, in addition to the actual damages sustained by the **city** as a result thereof, the cost, including reasonable attorney's fees incurred by the **City** in pursuing any of its rights under this **Contract**.

SECTION 11. SUCCESSORS AND ASSIGNS

The **Contractor** binds itself, its successors, executors, administrators and assigns to the **City** in respect to all covenants of this **Contract**, except that the **Contractor** shall not assign or transfer any part of its interest in this **Contract** nor shall the **contractor** assign any moneys due, or to become due, without the **City's** written consent.

SECTION 12. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this **Contract** shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 13. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this **Contract** is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this **Contract**.

SECTION 14. ENTIRE CONTRACT

This **Contract** contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this **Contract** or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has replied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 15. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this **Contract** are inserted for convenience of reference only and shall not constitute a part of this **Contract** as a limitation of the scope of the particular paragraphs or sections to which they apply.

The representative of East Central Sanitation hereby acknowledges receipt of this **Contract** and has reviewed the conditions of this **Contract** and has agreed that they comply with the terms of this **Contract**.

This contract for refuse service for municipal facilities is hereby entered into on the _____ day of April, 2016, between East Central Sanitation and the City of Isanti for the period from June 1, 2016 through May 31, 2018.

East Central Sanitation

Ralph Carlson
Contractor Printed Name

(Signature of Contractor)

Date

City of Isanti

Donald C. Lorsung
City Administrator

Date

Appendix A

Specifications for Refuse Service for Isanti Municipal Facilities

1) **City Hall** – 110 1st Avenue North
   - One 90 Gallon (Residential Container – Weekly Pick-up
   - One 90 Gallon (Residential) container for Office Single Sort Recycling*

2) **Police Station** – 401 1st Avenue North
   - One 90 Gallon (Residential) container
   - One 90 Gallon (Residential) container for Office Single Sort Recycling*

3) **Municipal Liquor Store** – 400 W Dual Blvd.
   - One 90 Gallon (Residential) Container – Weekly Pick-up
   - One-Two yard Container – Weekly Pick-up
   - One-Two yard Container for Cardboard Recycling – Weekly Pick-up
   - One 90 Gallon (Residential) container for Single Sort Recycling*

4) **Community Center** – 208.5 1st Avenue North
   - One-Four yard Container – one time per week Weekly Pick-up
   - Two 90 Gallon (Residential) containers for Single Sort Recycling*

5) **Maintenance Garage** – 100 W Isanti Parkway
   - One-Four yard container – Twice-Weekly Pick-up April through November
     Weekly Pick-up December through March
   - Two 90 Gallon (Residential) containers for Single Sort Recycling*

6) **Old Wastewater Facility** – 1109 Spirit Brook Drive
   - Six 90 Gallon (Residential) Containers – Weekly Pick-up

7) **Downtown - Extra Cans**
   - City provides Five Extra Cans in Downtown Area – Hauler will pick-up weekly - (Includes Park Area at Downtown Parking Lot Site)

8) **Parks – Extra Containers – Pick up April – October**
   Pick up weekly or as needed
   - One 90 Gallon (Residential) container for Single Sort Recycling at each park
   - Two 90 Gallon (Residential) Containers at Redbirds Field During the Summer (620 3rd Avenue North)
   - One 90 Gallon (Residential) Container at Unity Ball Field (420 3rd Avenue North)
   - One 90 Gallon (Residential) Container at Mattson Park (Main St. W & 5th Avenue)
   - One 90 Gallon (Residential) Container at Mattson Park Basketball Court
   - One 90 Gallon (Residential) Container at Mattson Park Tennis Courts (County Rd 5 and 5th Avenue)
   - One 90 Gallon (Residential) Container at Whisper Ridge Park – City Pick-up

(3rd Ave & Cottonwood St)
- One 90 Gallon (Residential) Container at Isanti Tot Lot – As Needed (6th Ave & Cedar St)
- One 90 Gallon (Residential) Container at Riverside Park – As Needed (Rum River Dr NW & Hillock St)
- Three 90 Gallon (Residential) Containers at Bluebird Park (201 Isanti Parkway)
    - One at Skateboard Site
    - One at Playground Site
    - One at Basketball Court
- One 90 Gallon (Residential) Container at Legacy Park (End of Blossom Blvd.)
- One 90 Gallon (Residential) Container at Rum River Meadows Park (1108 South Passage)
- One 90 Gallon (Residential) Container at River Bluff Preserve (Rum River Meadows SW)

9) Clean-up Day

Bid per roll-off. Bid will include labor, trucking services for delivery and removal of roll-off boxes, and dumping fees.

- Two roll-off boxes or equivalent of a size adequate for the intended purpose (or the number as determined by the Public Services Director)
- Labor for removal of materials collected
- Dumping Fees
- Trucking services for the delivery and removal of the roll-off boxes
- Clean-up Day is on a Saturday and hours are 8:00 a.m. to noon

10) Additional Services/City Events

- Bid per container or can provided for city events.

11) Term of Contract and Insurance

- The Contract Term shall be two (2) years; from June 1, 2016 to May 31, 2018
- A Certificate of Insurance shall be required naming the City of Isanti as an Additional Insured
- Facility Recycling – Pick up as needed, minimum on a bi-weekly basis (twice monthly)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: April 13, 2016
Subject: Squad Rifles

MEMO

Background:

The police department does not specifically own its own police rifles. The patrol rifles that the PD has in use are weapons obtained through the Federal 1033 program. These weapons or owned by the Department of Defense (DOD) and local governments are allowed to use them with many restrictions. One such restriction is that the DOD can request the return of the weapons at any time and we have to comply. This would leave our agency without any patrol rifles/carbines. The DOD has already requested the return of our M-79 Grenade Launcher that was obtained through this very same program

The City of Blaine has replaced their squad rifle fleet with new ones and are offering their used rifles to any Mn. law enforcement agency. The weapon is a Heckler and Koch (H&K) MP5 .40 caliber carbine. New these weapons are approximately $1895.00 each. I can obtain 10 carbines for $1,000.00 ($100.00 each). Ten carbines would allow for each officer to have their own dedicated patrol rifle for duty use. I would fund this purchase with forfeiture dollars.

Lt. Muyres and I are patrol rifle/carbine instructors and we would be more than capable in holding a training session for the officers to be fully trained in their operation.

Action:

The Finance Committee has reviewed this request and supported the idea to be heard by the City Council. I am asking that the City Council to allow this purchase with the use of forfeiture funds and that a check to be made out to the City of Blaine.

Respectfully,

Chief Gene C. Hill

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF TEN H&K MP5 SQUAD RIFLES FROM THE CITY OF BLAINE

WHEREAS, the Police Department has a need for squad rifles and that the City does not own any of their own, and;

WHEREAS, the rifles that the city currently uses are on loan from the Department of Defense (DOD) and are subject to many restrictions, one being that they can be requested for return at any time without question, and;

WHEREAS, the City of Blaine is selling their useable H&K MP5 squad rifles for 10 for $1,000 in total, and;

WHEREAS, the weapons have been inspected and are all in working order, and;

WHEREAS, the funding source would be from the police department's forfeiture fund, and;

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

1. That the City Council authorizes the Chief of Police to purchase the rifles for the City of Blaine, that a check for their purchase made out to the City of Blaine and that the funding source will be the IPD Forfeiture Fund.

Adopted by the Isanti City Council this 19th day of April, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

L.12.

RESOLUTION NO. 2016-

A RESOLUTION TO DECLARE CERTAIN PROPERTY AS SURPLUS AND AUTHORIZE ITS SALE BY PUBLIC AUCTION

WHEREAS, on occasion the City of Isanti incurs supplies and equipment that is no longer of use for departments within the City; and,

WHEREAS, it has been determined that the Public Works Department has light fixtures that were removed for the facility lighting upgrade that are of no use to the City and is considered surplus property; and,

WHEREAS, Resolution No. 2003-014 provides guidelines for the disposal of surplus property; and,

WHEREAS, the light fixtures will be placed for public auction, the next public auction is June 11, 2016 at Wayne Pike Auction in Princeton, Mn;

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

1. To declare lighting fixtures from the Public Works Facility that were removed for the lighting upgrade project surplus and post public notice that the items will go to public auction.
2. The Public Services Director shall have the authority to sign all necessary paperwork to allow for the process for auction of the surplus items identified per this Resolution.

This resolution was duly adopted by the Isanti City Council the 19th day of April, 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council persons**

From: Chief Gene C. Hill

Date: April 13, 2016

Subject: Vacation Extension – Officer Barrows

MEMO

Background:

Officer Barrows has been on Administrative Leave since December 16, 2015 with an unknown return date to work. His employment anniversary date is July 1st, 2016. Because of his absence, he potentially will run out of time to use his vacation.

Based on current policy, whatever vacation time you have over your allowed carryover, you would forfeit. So as not to penalize Officer Barrows for something that was out of his control, I recommend to the Personnel Committee that Officer Barrows be given an extension to use his vacation time.

I recommended the following extension to the Personnel Committee and they agreed that Officer Barrow's shou8ld get an extension as follows; the extension period would be equal to the amount of days since December 16th, 2015 until his return to work date.

Action:

For the City Council to review and consider making this extension for Officer Barrows to use his accrued vacation time based on the above criteria.

Thank you for your time and consideration.

Respectfully,

Chief Gene C. Hill

Barrows, Rodrick L.*

As previously communicated, on your anniversary date, you may carry over accrued vacation leave up to a maximum of your allotted accrual rate plus 48 hours. Accrued vacation hours in excess of the allowed amount shall be forfeited by the employee..."

According to the calculation **162.2** hours to use **prior to July 1, 2016** below you have approximately

(If hired prior to March 1, 2007 your anniversary date will be July 1st)

Annual Accrual	=	216
Plus 48 Hours	=	48
Allowed Annual Carryover	=	264
Vacation Balance @ 3/24	=	376.36
Accurals to Anniv Date	=	49.86
Est. Balance @ Anniv Date	=	426.22
Allow Annual Carryover - Approx	=	**162.22**
Vacaction Balance		

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING AN EXTENSION TO OFFICER RODRICK BARROWS TO USE HIS ACCRUED VACATION TIME

WHEREAS, the City has a policy that each employee can carry so much vacation time based on their years of service and that by their anniversary date of hire they need to be down to their minimums or forfeit their remaining time; and

WHEREAS, the City has placed Officer Barrows on administrative leave as of December 16, 2015, thus Officer Barrows has not had the ability to use his accrued vacation time; and

WHEREAS, the Personnel Committee has reviewed and recommended that and extension should be considered; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the extension of Officer Barrows in that his extension period would equal the amount of days from December 16, 2015 until his return to the work schedule.

This resolution was duly adopted by the Isanti City Council this 19h day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

RESOLUTION NO. 2016-

RESOLUTION OFFERING THE POSITION OF HUMAN RESOURCES/ CITY CLERK TO LINDSEY MCINNIS

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

WHEREAS, the City advertised and accepted applications for the Human Resources/ City Clerk position; and

WHEREAS, the Personnel Committee has selected Ms. Lindsey McInnis as the most qualified candidate for the position; and

WHEREAS, the hiring will be contingent upon a successful background check, reference checks, and any other new hire testing/exams necessary or applicable to the positon, and final approval by the Personnel Committee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That the City Administrator is hereby directed to offer the Human Resources/ City Clerk position to Ms. Lindsey McInnis for the City of Isanti with a start date of May 9, 2016 with conditions as provided in a contract that is to be created between the City of Isanti and Ms. McInnis.
2. Ms. McInnis will start at Step 4 of the City's pay scale for the Human Resources/ City Clerk position at $62,124.70 annually.
3. That the Mayor and City Administrator are authorized to sign said contract upon approval of the Personnel Committee.
4. That the City Administrator is directed to complete all required documentation for the completion of the employment offer upon approval of the Personnel Committee.
5. That the City Administrator is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.
6. That the hiring will be contingent upon a successful background check, reference checks, and any other new hire testing/exams necessary or applicable to the positon, and final approval by the Personnel Committee.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Assistant City Admin/Public Services Director

Date: April 19, 2016

Subject: Consider Resolutions Authorizing an Additional Signatory for the Purpose of Accessing and Maintaining City Funds and Investments

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Background

The addition of another authorized signatory would ensure that business continues without delay for the purpose of maintaining the City's finances for investments, transfer of funds and signing of checks.

The addition of Lindsey McInnis as signatory as Human Resources/ City Clerk is included in the Resolution contingent she is approved by Council as the authorized hire of the position.

Request

Staff is requesting action on this item.

Attachments

- 2016-XXX - A Resolution Authorizing Signatures and Identifying Official Signatures on Documents Pertaining to City Matter
- 2016-XXX – A Resolution Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING SIGNATURES AND IDENTIFYING OFFICIAL SIGNATURES ON DOCUMENTS PERTAINING TO CITY MATTERS

WHEREAS, the City of Isanti must apply official signatures to documents on a daily basis; and,

WHEREAS, the Finance Director is required by statute to sign certain documents on behalf of the city; and,

WHEREAS, the City Administrator is authorized to sign certain documents on behalf of the city; and,

WHEREAS, the Human Resources / City Clerk is authorized to sign certain documents on behalf of the city; and,

WHEREAS, the Assistant City Administrator is authorized to sign certain documents on behalf of the city; and,

WHEREAS, on occasion it is necessary for the above individuals to be absent from City Hall;

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

1. The City of Isanti recognizes the need for an efficient city government and also recognizes the complexity of the daily schedules the above appointed city officials.

2. The City Administrator is authorized to sign official documents on behalf of the Finance Director, and act as their deputy in their absence. In situations where two signatures are required, the Human Resources / City Clerk or Assistant City Administrator shall sign documents as the second signatory on behalf of the City Administrator.

3. The City Administrator is authorized to sign official documents on behalf of the Human Resources/ City Clerk and act as their deputy in their absence. In situations where two signatures are required, the Finance Director or Assistant City Administrator shall sign documents as the second signatory on behalf of the City Administrator.

4. This resolution is effective April 20, 2016 and its adoption repeals Resolution No. 2015-310 in its entirety.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

ATTEST: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

RESOLUTION NO. 2016-

L.16.

A RESOLUTION AUTHORIZING SIGNATURES FOR THE PURPOSE OF ACCESSING AND MAINTAINING CITY FUNDS AND INVESTMENTS

WHEREAS, the City of Isanti must account for receipts and payables as a part of maintaining accurate accounting procedures; and

WHEREAS, City funds are maintained in financial institutions as designated by resolution and authorized by Council; and

WHEREAS, it has been identified that these investments and funds must be accessed and maintained by authorized personnel; and

WHEREAS, due to change in staff and/or City Council, the City Council finds it is in the best interest of the City to redefine authorized personnel to place their signatures on investment and financial documents.

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

1. The following are hereby authorized to place their signatures on such documents that are required to provide for investments, transferring of funds and signing of checks for the purpose of maintaining city finances

Mayor	George Wimmer
Mayor Pro-Tem	Dan Collison
Finance Director	_____
City Administrator	Donald Lorsung
Human Resources/ City Clerk	Lindsey McInnis
Assistant City Administrator	Josi Wood

2. Mayor Pro-Tem signature is only required in the absence of the Mayor.

2. City Administrator's signature is only required in the absence of the Human Resources/ City Clerk or Finance Director.

3. Assistant City Administrator's signature is only required in the absence of the City Administrator or Finance Director.

4. That this resolution shall supersede any past resolutions.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

ATTEST: _____ Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: April 15, 2016

Subject: Ordinance Combining the Offices of City Clerk and City Treasurer

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With the resignations of the HR/City Clerk and Finance Director, the Offices need to be re-combined with the City Administrator's office. The attached draft ordinance combines the offices, with an un-combining of the City Clerk office upon the filling of that position; and eventual designation of a new Finance Director as City Treasurer upon future City Council action.

City Attorney Joslin has reviewed and approved the draft ordinance.

ORDINANCE NO. ____

AN ORDINANCE COMBINING THE OFFICES OF CITY CLERK AND CITY TREASURER

WHEREAS, the City of Isanti is a statutory Plan A city; and

WHEREAS, the Finance Director gave a notice of resignation as an employee of the City of Isanti effective at the end of the day, April 22, 2016; and

WHEREAS, in the past the City Administrator was appointed as interim City Treasurer until such time as a new employee was appointed Finance Director; and

WHEREAS, Minnesota State Statute 412.591, Subd. 2, requires Statutory Plan A Cities to adopt, as applicable, an ordinance to combine the City Clerk and City Treasurer positions. In absence of the City Clerk, the City Administrator, pursuant to past practice serves as City Clerk for the City; and

WHEREAS, the City Council finds it most efficient to combine the City Clerk and City Treasurer positions on a temporary basis until appointment of a new City Clerk.

NOW, THEREFORE, the City Council of the City of Isanti, Isanti County, State of Minnesota hereby ordains as follows:

Section 1. The offices of City Clerk and City Treasurer are combined to a new office known as City Clerk-Treasurer. This combination is temporary due to a vacancy in the City Clerk's office, and upon the first day of employment of a new City Clerk, the offices are un-combined.

Section 2. The City Administrator shall serve as City Treasurer until a new Finance Director is hired and takes office. The City Council shall than consider a resolution to appoint the Finance Director as City Treasurer.

Section 3. Effective Date. This Ordinance shall become effective on April 23, 2016.

Adopted and passed by the Isanti City Council on this 19th day of April, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

Adopted Date: 04-19-2016
Publication Date: 04-27-2016

(SEAL)

RESOLUTION NO. 2016- **L.18.**

RESOLUTION APPROVING A CONTRACT FOR BUILDING OFFICIAL CONSULTING SERVICES

WHEREAS, Building Official Rick Sames gave notice of resignation as an employee of the City of Isanti, with his last work day January 8, 2016; and

WHEREAS, the Personnel Committee recognizes that Building Official Nick Henly may desire to consult with former Building Official Rick Sames on certain tasks and plan reviews during his first few months due to several large scale projects underway; and

WHEREAS, the Personnel Committee finds it would be a smoother transition to have Sames provide consultation services and recommends contracting with Sames for building official consultation services.

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

1. Hereby enters into the attached contract between the City of Isanti and Rick Sames for building official consolation services, with Sames' hourly rate being as follows:
   - Phone consultation rate: $50.00 per hour, with a minimum of $25.00 billed out.
   - In-house consultation rate: $68.00 per hour, with a minimum of one (1) hour billed out.
   - Travel rate: $34.00 per hour in addition to the federal mileage rate for vehicle miles traveled.
2. Approves and authorizes staff to sign the contract between the City of Isanti and Sames.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

CONTRACT FOR BUILDING OFFICIAL CONSULTING SERVICES

This agreement is hereby entered into between the City of Isanti (hereinafter "City") and Rick Sames (hereinafter "Consultant") for provision of building official consulting services related to City Building Department matters.

It is understood that Consultant is acting as an independent contractor and the relationship between the parties is merely contractual. Consultant will not be deemed an employee of the City of Isanti.

Consultant hereby agrees to provide the services as Building Official Consultant to the City of Isanti as set forth in Exhibit 'A' attached hereto and made a part hereof.

City agrees to compensate Consultant at a rate of $50.00 per hour for services provided by Consultant via phone call, with a minimum of $25.00 per call. In-house consulting shall be provided by Consultant at a rate of $68.00 per hour, to be billed at a rate of no less than one (1) hour. Travel time shall be compensated at $34.00 per hour in addition to the federal mileage rate for vehicle miles traveled. Services provided to City are pursuant to the provisions of this contract.

Consultant shall submit work logs indicating the tasks performed and hours worked setting forth the billable hours for which payment is requested. City shall have thirty (30) days upon receipt of statements to send out payment to Consultant.

Either party shall have the right to terminate this contract, with or without cause upon not less than thirty (30) days written notice specifying the effective date of termination. The term of this contract shall commence as of March 1, 2016 and shall terminate as of 11:59 p.m. June 30, 2016, unless extended in writing signed by the parties hereto prior to said termination date, and unless sooner terminated as provided above.

This contract for building official consulting services is hereby entered into on the ____ day of April, 2016, between Rick Sames and the City of Isanti for the period from March 1, 2016 through June 30, 2016.

_____	_____
Consultant	Donald C. Lorsung City Administrator
_____	_____
Date	Date

'Exhibit A'

SERVICES TO BE PROVIDED BY BUILDING OFFICIAL CONSULTANT TO CITY OF ISANTI PURSUANT TO CONTRACT DATED APRIL____, 2016

Services

- Will provide services as needed through phone and email
- Will have 24 hour response time
- Will come in to City Hall if needed to address or assist in the review of construction plans that cannot be completed remotely
- Will submit work logs indicating the tasks performed and hours worked

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
April 5, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:40 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and George Wimmer, Tara Hallberg

Commissioners Absent: Adam Johnson

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented.

2. Approval of Agenda

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

3. Approve Minutes of March 2, 2016 Regular Economic Development Meeting

Motion by Collison second by Bergley to approve the minutes for March 2, 2016. Motion carried unanimously.

4. Consider Updating Verbiage on Historic Main Street Sign

Economic Development Director Sullivan presented the staff memo highlighting the history of the sign and the contributions of Ken Drilling and Jill Reller. He indicated that the Chamber had moved to another location in Isanti and that the "Chamber of Commerce" needed to be removed from the sign and that adding the Farmers Market was a good idea. He reviewed three sign options and recommended selecting version 3 which simply had Isanti Farmer's Market without and dates or times. He felt that more information would be too small to read.

Commissioner Dragisich stated that it is hard to read and suggested if the lettering could be made bigger and to remove the train.

Commissioner Collison noted that there was no reference to car show.

DRAFT

Commissioner Lundeen suggested that the City Logo, (tree) be incorporated into sign.

President Wimmer notified the EDA that Ken Drilling passed away on Monday

President Wimmer asked if dates and times were important. Discussion ensued.

Commissioner Bergley thought time was a good idea.

Commissioner Hallberg suggested using "seasonal"

Commissioner Dragisich asked about the condition and effectiveness of the sign.

Economic Development Director Sullivan suggested adding an Isanti Blue logo to sign to complement the existing City Community Bulletin board. He also suggested pulling the second arrow off and reference to 1st Avenue.

Commissioner Collison indicated he liked the idea of a two sided sign.

Motion by Lundeen, second by Hallberg to recommend the following for acceptance by the City Council:

1) Remove the Train logo and lower 1st Avenue and arrow.
2) Rework verbiage on sign to make it larger (more readable) with additional space created by removal of train and 1st Avenue information.
3) Redo Farmer's Market with seasonal verbiage.
4) Incorporate the City logo and potentially the blue city logo into sign to blend with the existing community billboard.
5) Send revised options reviewed by Staff and President Wimmer and cost directly to the City Council for approval to get sign done before farmers market season begins.

Motion passed unanimously.

4. Other Business / Updates / Communications

Economic Development Director Sullivan asked if there were any questions in regards to the staff memo and offered a more detail on each item if requested.

President Wimmer updated the EDA about the status and preliminary finding of the utility rate study. The information has seen is positive and it looks like some reductions could be made to rates. City Staff, Northland Securities and himself are still working with the numbers to make sure that projections and estimated usage are realistic so that projected rates can be sustainable and utility funds maintaining responsible cash balances.

a. Business Prospects
b. GPS 45:93
c. EDAM
d. Mayor's Employer Celebration

e. ISD 911 Business Advisory Committee
f. NLX Steering Committee Update
g. Business Meetings
h. 100- 102 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

5. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:56 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 5nd day of April, 2016.

Respectively Submitted,

_____
Sean M. Sullivan, Economic Development Director

M.2.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
APRIL 12, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice)
Achman informed the Planning Commission that Cindy Lind-Livingston had resigned from the Planning Commission effective April12, 2016.

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from March 8, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Kennedy to approve the March 8th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Bergley asked where the new building is in relation to the existing building.

Dustin Lee, Chief Operating Officer, Prairie Senior Cottages, approached the podium to explain that the new building will be just to the west of the existing building.

Bergley asked for clarification on the variance.

Achman explained that the building could not be shifted to the south or west due to the wetland.

Lundeen asked when they planned to start construction.

Mr. Lee stated they hoped to start within 90 days. They plan to start this summer.

Traver and Lee discussed the orientation of the building in regards to the highway. It was stated that the secure area would be south of the building and not necessarily facing the highway.

Cesafsky closed the public hearing.

Lundeen asked that staff look into setbacks in cul-de-sacs.

Motion by Kennedy second by Bergley to recommend approval of request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

B. Request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing

Bergley asked if there was netting that goes around the range.

Josh Johnson, BowDaddy Archery, stated that based on the NRA guidelines, a backstop is the only thing that is needed behind the target face. The target is roughly 18 inches thick and four foot by four foot dense foam.

Achman stated that there is not a required fencing or backstop that is needed. The targets are quite large and thick.

Bergley stated he just wanted to make sure there were no issues with the stray arrows.

Lundeen stated that anybody shooting where they shouldn't be will be asked to leave.

Mr. Johnson described the location of the range, stating that the area is roughly ten feet lower than the building level. To the south there are thick trees, to the east are trees and the building

and to the west are hundreds of yards of wetland. Nobody should be shooting north. There will be staff on site and signage with the range regulations.

Cesafsky asked if there would be 3-D targets. Johnson stated that was not the plan, but possibly in the future.

Cesafsky closed the public hearing.

Motion by Lundeen second by Bergley to recommend approval of request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 based on the Findings of Fact and Conclusion and with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Motion carried unanimously.

C. Request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one in the audience to speak on the matter. The public hearing was closed.

Motion by Lundeen second by Kennedy to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

D. Request from the City of Isanti to Amend Zoning Ordinance 445, Section 14: Performance Standards to include fencing/barricade requirements for swimming pools.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing

Traver asked if the fencing is required even if the pool is put up and taken down every year.

Achman stated that it depended on whether the pool was 24 inches deep and held 5,000 gallons of water or not.

Cesafsky asked if there was height requirement for the fencing. Achman stated the required fence height was 48 inches. Cesafsky stated that the side of his pool is four feet and questioned what good a four foot fence is on a pool that has four foot sides.

Lundeen stated that anyone with a pool should have a fenced in yard for liability reasons.

Achman stated she will need to get more clarification from the Building Official on specifically how the fencing requirements are interpreted.

Cesafsky has asked if the ordinance could require a six foot fence rather than a four foot fence, or it could state that the fence needs to be 24 inches higher than the pool.

The Planning Commissioners discussed and agreed that more information was needed prior to adopting an amendment to the zoning code.

Cesafsky opened the public hearing. There was no one in the audience to speak on the matter. The public hearing was closed.

Motion by Bergley second by Lundeen to table the request from the City of Isanti to Amend Zoning Ordinance 445, Section 14 Performance Standards to include fencing/barricade requirements for swimming pools until the next meeting and to bring back additional information. Motion carried unanimously.

4. Other Business.

A. None

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the April 12th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

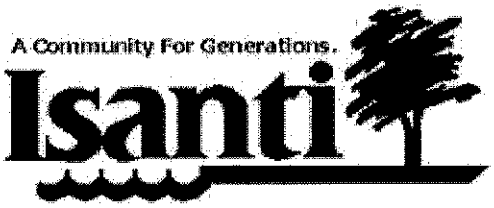
The meeting adjourned at 7:33 p.m.

Dated at Isanti, Minnesota this 12th day of April 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director



Isanti Police Department Monthly Report

March 2016

Reported Crime	Month to Date	Year to Date
Theft	20	38
Assault	3	8
Vandalism/Damage to Property	8	17
Narcotics	3	8
Burglary	2	7
Domestics	7	19
Crim Sex	0	0
Robbery	0	0
Loud Party/Disturbance	12	19
Medical	22	68
Permit to Purchase (Eff 3/1/2016)	9	9

Traffic Offenses	Month to Date	Year to Date
No Insurance	4	10
DUI	2	2
Accidents	4	14
Hit & Run	0	1
Warrant P/U	5	13
Speed	14	26
DAR/DAS	4	5
Administrative Citations (Including Speed)	6	14

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	24,584	1,612	3,312
Dodge 222	98,554	3,321	6,276
Dodge 225	150,682	1,944	6,274
Chevy Silverado 224	112,400	230	537
Chevy Silverado 220	98,216	133	742
Chevy Impala 223	76,760	560	1,127

CEZT SCORE CARD
MAR 2016

CEZT SCORECARD				<<<2016	2015>>>			
CATEGORY	*CURRENT*	*LAST MO*		*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**103**	***70***		**20**	**415**	***398***	***382***	***349***
TOTAL OPEN CASES	**37**	**42**		**9**	**15**	**3**	**59**	**59**
VIOLATIONS CLOSED THIS PERIOD	**25**	**12**		**11**	**3**	**61**	**48**	**24**
NEW ISSUES THIS PERIOD	**33**	50		**20**	**13**	16	38	33
CAN-Proh Animals					0			
CCV-Comm Vehicle Storage				1	0			
CDO--Dogs					0			
CPA-Park & Store	26	47		18	398	8	28	12
CSN-Snow Removal					3			
CSP-Solicitors/Peddlers					61			
CST--Fish Houses, PODS, Rolloffs					16			
NEX-Exterior Structure, Paint/Repair		1		1		1	1	1
NGA-Garbage Service & Storage								1
NGR--Grass Length								15
NJU--Junk/Brush	7	2			8	6	6	5
NUV-Unlicensed vehicle or missing plates							2	2
ZAC-Accessory Building								
ZFE-Fence							1	
ZTD--Temporary Dwelling					1			1
ACTIONS TAKEN								
New Resident Letters Mailed								
Compliance Letters Mailed this period		54		20	6		0	0
Administrative Citations Issues/period		3		1		15	44	44
Criminal Citations Issued/period						5	0	2
Abated Properties/Period							0	0
Admin Hearings Requested							0	0
Admin Hearings Held w positive judgement							0	0
Criminal trials w positive judgement							0	0
							0	0
AVERAGE TIME TO COMPLIANCE	**12**	11		18	28	28	67	94

M.4.

CITY OF ISANTI MONTHLY REPORT

March 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	3	5	$0.00	$0.00	$3.00	$5.00	$240.00	$400.00		
Decks	4	4	$14,188.00	$14,188.00	$8.09	$8.09	$688.82	$688.82		
Basement Finish	1	6	$9,546.00	$45,910.00	$4.77	$20.70	$132.00	$1,463.52		
Addtns. Remodel	1	2	$27,000.00	$33,776.86	$13.50	$16.88	$716.92	$864.42		
Garages	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Miscellaneous	11	30	$4,000.00	$26,639.00	$11.00	$30.00	$1,160.00	$2,950.00		
Single dwellings	11	18	$1,859,788.04	$2,939,103.28	$930.04	$1,469.68	$24,735.48	$39,534.43		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	5	21			$5.00	$21.00	$375.00	$1,580.00		
Plumbing	3	14			$3.00	$14.00	$355.00	$1,775.00		
									$55,881.00	
Resid. Totals	**39**	**100**	**$1,914,522.04**	**$3,059,617.14**	**$978.40**	**$1,585.35**	**$28,403.22**	**$49,256.19**	**$55,881.00**	
Commercial										
New Buildings	0	1	$0.00	$2,500,000.00	$0.00	$1,250.00	$0.00	$19,728.64		
Addtns./Remodel	1	2	$0.00	$38,000.00	$1.00	$20.00	$132.00	$1,044.03		
Plumbing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	1	1	$0.00	$0.00	$1.00	$1.00	$75.00	$75.00		
Roofing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Tenant Change/Fill	0	4	$0.00	$0.00	$0.00	$4.00	$0.00	$507.00		
Comm. Totals	**2**	**8**	**$0.00**	**$2,538,000.00**	**$2.00**	**$1,275.00**	**$207.00**	**$21,354.67**	**$0.00**	
Resid. Plus Comm. Totals	**41**	**108**	**$1,914,522.04**	**$5,597,617.14**	**$980.40**	**$2,860.35**	**$28,610.22**	**$70,610.86**	**$55,881.00**	**$111,762.00**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD March 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	33	0	0	0	$64,797.00	$3,454.56	$0.00
2013	21	0	0	0	$40,388.00	$2,270.47	$0.00
2014	70	7	0	0	$1,161,879.00	$22,997.36	$54,257.00
2015	55	9	0	0	$1,678,096.19	$28,504.71	$63,864.00
2016	107	17	0	1	$5,597,967.14	$70,610.86	$111,762.00

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,610.48
February	43	$3,603,092.10	$38,390.16
March	40	$1,914,872.04	$28,610.22
April	0	$0.00	$0.00
May	0	$0.00	$0.00
June	0	$0.00	$0.00
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	107	$5,597,967.14	$70,610.86

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: April 13, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E. (BCD)
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) **City Hall Parking Lot Expansion**

The Contractor will move forward on the alley work within the railroad easement this spring.

2) **Community Garden Park Improvements**

Construction is anticipated to begin this month. We will perform survey staking and inspection as requested.

3) **Railroad Avenue Pond Improvements**

The contractor will complete the remaining storm sewer work and street patch this spring.

4) **Watermain Loop Improvements**

We have obtained the easement from the school and have obtained the required utility permit from Isanti County. The bid opening is scheduled for May 3, 2016 at 2:00 pm.

5) **Wastewater System Improvements**

We will move forward with obtaining required permits and putting together the bid package. A pre-bid conference is scheduled for Tuesday April 19, 2016 at 10:00 am at the Wastewater Treatment Plant. The bid opening is scheduled for May 3, 2016 at 2:00 pm.

6) **Whiskey Road Walk Infill Study**

We have surveyed the project area and are designing the proposed alignment of the walk.

7) **Coborn's Grocery Store**

The Contractor has installed the sanitary sewer and watermain on the site. They plan to complete the storm sewer this month.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, APRIL 19, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. April 5, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1.	Parks, Recreation, and Culture Board Meeting	Tuesday, April 26, 2016 at 6:00 p.m.
2.	City Council Meeting	Tuesday, May 3, 2016 at 7:00 p.m.
3.	EDA Meeting	Tuesday, May 3, 2016
	(Immediately following the City Council Meeting)	
4.	Planning Commission Meeting	Tuesday, May 10, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Presentation of 2015 Annual Financial Report and Management Letter (*Matt Vos, AEM, LLP*)
2. Presentation of Water and Sanitary Sewer Rate Study (*Jessica Green, Northland Securities*)

<u>City Administrator Don Lorsung</u>
3. Consider Utility Ordinance Updates
   a. Ordinance Amending the Code for the City of Isanti, Chapter 325, Water
   b. Ordinance Amending the Code for the City of Isanti, Chapter 260, Sewer
   c. Ordinance Amending the Code for the City of Isanti, Chapter 260, Sewer, Sewer Availability and Usage Charges
4. Resolution Approving a Site Plan, Conditional Use Permit and Variance for a Second Building at Prairie Senior Cottages Located on the Property at 705 6th Ave NE
5. Resolution Approving a Conditional Use Permit for BowDaddy Archery to Operate an Outdoor Archery Range on the Property at 801 Highway 65 NE
6. Ordinance Amending the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space
7. Consider Ordinance to Amend City Council Chapter 227 Parking and Storage
8. Resolution Accepting Interim Finance Director Services
9. Consider Execution of Contract with CGI for City Marketing Video

Police Chief Gene Hill

10. COPS Grant Funding Opportunity
11. Bureau of Justice Assistance Grant

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $238,220.28 and Payroll in the Amount of $89,870.77
2. Final Meeting Minutes for the March 1, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the March 8, 2016 Planning Commission Meeting
4. Resolution Approving Community Garden Volunteer Policy
5. Resolution Accepting Donation from Performance Dock and Lift to the City of Isanti
6. Resolution Authorizing the Execution of Repayment Agreement with Progressive Homes, LLC for Lot 22, Block 1, Isanti Meadows
7. Request from Rice Companies for an Exemption to the Parking Restrictions on Oakwood St NE from April 20th to June 1st, 2016
8. Resolution Authorizing the Acquisition of a Utility Easement for Placement of a Watermain on Property Owned by the Cambridge-Isanti School District
9. Resolution Awarding Quote for Outsourcing the Mowing Nuisance Week/Grass Abatement of Lots
10. Resolution Awarding Quote and Authorize Entering Into a Two Year Contract for Refuse Services
11. Resolution Authorizing the Purchase of Ten H&K MP5 Squad Rifles from the City of Blaine
12. Resolution to Declare Certain Property as Surplus and Authorize its Sale by Public Auction
13. Resolution Authorizing an Extension to Officer Barrows to Use his Accrued Vacation
14. Resolution Offering the Position of Human Resources/ City Clerk to Lindsey McInnis
15. Resolution Authorizing Signatures and Identifying Official Signatures on Documents Pertaining to City Matters
16. Resolution Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments
17. Ordinance Combining the Offices of City Clerk and Treasurer
18. Resolution Approving a Contract for Building Official Consulting Services

M. Other Communications

1. Draft Meeting Minutes for the April 5, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the April 12, 2016 Planning Commission Meeting
3. March Police Department Report
4. March Code Enforcement Report
5. March Building Inspector Report
6. April Engineering Report

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, APRIL 5, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Adam Johnson

Staff Present: City Attorney Clark Joslin, Human Resources/City Clerk Karissa Henning, Police Chief Gene Hill, Economic Development Director Sean Sullivan and City Engineer Brad DeWolf

D. Adopt Agenda

Councilmember Lundeen asked that item L.10 be moved to K.15.

Motion by Lundeen, second by Collison to approve the agenda with the aforementioned modification. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. Week of the Child - April 10 through April 16, 2016

Mayor Wimmer read the proclamation and then invited all young guests attending the meeting to receive a small gift and have a group picture taken with the Mayor.

2. **Commendation to Karissa Henning, Human Resources/City Clerk**

Mayor Wimmer read the plaque presented to Henning for her nearly 5 years of service to the City of Isanti and noted that Karissa will be providing guidance to the City as needed following her departure.

F. Approve City Council Minutes

1. March 15, 2016 – Regular Meeting of the City Council

Motion by Lundeen second by Collison to approve the regular City Council Meeting Minutes of March 15, 2016 as presented

G. Citizens Input

None

H. Announcements

Announcements were read

I. Council Committee Reports

The Mayor stated that he, DeWolf and Wood took a walk along Main Street and discussed a number of issues including the condition of the sidewalk in front of Isanti Meats, which seems to have been made of sub grade materials. The City will be looking into costs for having this repaired including the curb and road which is showing significant wear. The Mayor expressed concern that, despite the mild winter, curbs were

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showing significant wear. He allowed that the wear may be due to an equipment or training issue, but asked that this be addressed at the next Public Works Committee meeting.

The Mayor stated that the City would be meeting with the Fire District the following day; noting that the Fire District performed a controlled burn of some grasses and there was apparently some confusion as to where the burns should and should not be done. The Mayor stated that there had been a long held understanding that the City would not have open fires apart from backyard camp fires, etc. The Mayor noted that current City Code refers to State Statute, so the City intends to update City code to reflect the long time understanding and practices that have been in place. The Mayor underscored his belief that there is no need to do burns of this type within City limits.

The Mayor updated the Council on where the City is in the process of creating a preliminary Utility Fee Report. Although the report was not ready to be presented at this meeting, the Mayor wanted to give the Council a sense of what is being recommended. Under consideration is the cutting of the City Sanitary Base fee in half and the Water Base Fee being reduced by 25%. This would give all residents a $16.00 per month reduction in their current fees. The Mayor indicated that the process would be to: confirm the preliminary report would take the City to where it wants to be; it will then be presented at the next City Council meeting; and the Council will officially adopt it as it does with all the fees at the end of the year. The Mayor remarked that it may be that another adjustment could be made to the fees; however, he does want the report to be reviewed by the new Finance Director prior to making any determinations.

The Mayor indicated there would have been another item to address at this meeting had Lorsung been available; however, the Mayor still wished to mention to the Council that committees are referred to as committees because they meet on a regular basis. The Personnel and Financial Committees, however, have been meeting more frequently so the City will start counting interviews, meeting negotiations, etc. as meetings. The Council is to receive a per diem for each committee meeting they attend.

Bergley stated that he has been attending the North 65 Trunk Highway meetings and noted that Lorsung has spoken with Carolyn Braun who administrates the coalition meetings and she made it clear that the City of Isanti is not a member of the coalition. Presently Bergley attends these meetings; however, his participation is merely that of an observer and not a voting member. Bergley asked if the Council wanted him to continue to attend those meetings. Bergley also asked if the City has made the statement that it is not happy with the Quorum consisting of such a low number of members. The Mayor responded that he had received a call from one of the supervisor's from Athens Township who indicated that the City of Isanti still needed to attend, that the City is still a member of the coalition and having failed to sign the Joint Powers Agreement does not exclude the City from membership as the coalition. The Mayor responded to the supervisor that this was not what the City had been told and forwarded the written communication to him that Lorsung had received from Ms. Braun stating that the City is not a member. The Mayor indicated that it is now up to the Coalition to determine if the City of Isanti is a member or not. The Mayor remarked that several of the Coalition board members were under the impression that the City is still, or should be, a member and apparently their staff does not agree. The Mayor reiterated that the City wants to be a member of the coalition; however, the City believes that having 40% of the membership represent a quorum is unacceptable. Bergley stated that the Coalition is not recognizing Isanti as long as Isanti does not pay its dues as members. Bergley asked how long it will take the City to determine its stance one way or the other. The Mayor responded that he did not feel Bergley needed to continue to attend the meetings although he allowed that Bergley is free to do so and it would be informative if he chose to continue. The Mayor replied that the supervisor from Athens Township with whom he spoke was surprised by the communication received by the City as it had not been previously discussed at any of the meetings. Bergley expressed his willingness to continue attending the meetings as a number of interesting topics are discussed that pertain to

the area. The Mayor suggested that the City give the coalition one month to make a determination on this issue.

J. Public Hearings - None

K. Business Items

1. **Resolution 2016-095 Approving a Special Event Request for a Run/Walk for the Isanti Intermediate School and School for All Seasons**

Jesse Jennisen, one of the event director's, indicated that any money raised by this event would be given as a scholarship to seniors at Cambridge-Isanti High School.

Motion by Collison second by Bergley to approve Resolution 2016-095 as presented. Motion carried unanimously.

2. **Resolution 2016-096 Approving a Special Event Application for the Cambridge-Isanti Soccer Club Kohl's Cup**

Jenny Nystrom, President of the Cambridge-Isanti Soccer Club, stated that the club was hoping to get approval to host the Kohl's American Cup which would be held on June 11th of this year. Ms. Nystrom indicated that they expect approximately 1,000 players and their families. The Mayor noted that it is one of the big events the Cambridge-Isanti Soccer Club is involved with and that they do a great job. He also remarked that there was a period a few years back where the grounds were not being managed as well as they are today and that the past two presidents of the organization have done a fantastic job.

Motion by Lundeen second by Bergley to approve Resolution 2016-096 as presented. Motion carried unanimously.

3. Consider Rum River BMX Association Special Event Requests
   a. **Resolution 2016-097 Approving a Special Event Application for the Land O' Lakes National Event, May 13 -15, 2016**
   b. **Resolution 2016-098 Approving a Special Event Application for the State Champion Race and Olympic Day Event, June 25-26, 2016**
   c. **Resolution 2016-099 Approving a Special Event Application for the MN State BMX Finals, August 26-28, 2016**
   d. **Resolution 2016-100 Approving a Special Event Application for the Double Point BMX Racing Event and College Scholarship Fundraiser, October 29-30, 2016**

Motion by Lundeen second by Bergley to approve Resolutions 2016-097, 2016-098, 2016-099 and 2016-100 as presented. Motion carried unanimously.

Lundeen asked Track Operator Kevin Riedemann if the person who would follow Riedemann would do as good a job as Track Operator. Riedemann indicated that as the association grows and evolves, systems are being put in place that will solidly sustain the organization. Lundeen has been told by many people who have been involved with the BMX track that Riedemann does an outstanding job and those people are afraid of the day when Riedemann would elect to step down. Lundeen stated his hope that Riedemann is grooming someone to follow in his footsteps. Riedemann noted that it has been a big part of his family's life; having done tremendous things for them, as well as, other members of the organization and community. He stated that it is a passion that you can't turn off and walk away from unless you know it is in good, solid hands and things are running smoothly. Riedemann commented that he had recently attended a track operators' summit, noting it was very flattering to hear from others about what the community of Isanti is doing and

DRAFT

how the partnership between the City and the Track is really blossoming.

4. Consider Resolutions to Accept Bids for River Bluff Preserve Park Improvements for a Parking Lot, Water Line and Trails
   a. **Resolution 2016-101 Awarding the Bid for the Parking Lot For River Bluff Preserve**
   b. **Resolution 2016-102 Awarding the Bid for the Water Line for the Community Garden in River Bluff Preserve**
   c. **Resolution 2016-103 Awarding the Bid for the Trails for River Bluff Preserve**

Bergley raised the question of how long it would be until the Park Dedication Fund would repay the General Fund. The Mayor stated that when the economy had slowed down, the Council approved taking approximately $140,000 out of the Parks & Rec. Fund which was the interest money to help balance the General Fund. The General Fund never paid this back. Park Dedication Funds can only be used for new parkland purchases or new equipment. Although the Mayor could not state exactly when the $27,000 borrowed from the General Fund would be replenished, he anticipated it would be within 5 years.

Collison asked if the parking lot would be large enough for someone pull in with a pickup truck and back up easy enough when they wanted to leave. The Mayor responded that there was parking on the one side. Collison stated that the parking seemed a bit narrow.

Motion by Lundeen second by Collison to approve Resolutions 2016-101, 2016-102 and 2016-103 as presented. Motion carried unanimously .

5. **City of Isanti Organizational Chart 2016- 2020**

The Mayor stated that the Organizational Chart was one of the goals from City Council goal setting. The Mayor remarked that at this time, the City is in flux with a couple positions that are currently open; however, the organizational chart reflected the timeline and how the City sees these positions developing going forward. Bergley asked if the financial impact of position changes from 2016 to 2020 as described in the proposal was known. The Mayor indicated that this Organizational Chart reflected the plan. In planning budgets in subsequent years, the budget would need to address this plan. The Mayor noted that the plan for the organization is not locked, but rather would reflect the economy and growth of a given year.

Motion by Lundeen second by Bergley to approve the City of Isanti Organizational Chart as presented. Motion carried unanimously.

6. **Resolution 2016-104 Approving to Increase the Part-Time Community Events and Parks Coordinator Position to a Full-Time Position; Approving the Amended Job Description, Pay, and Points; and Promoting Part-Time Community Events and Parks Coordinator Katie Everett to the New Full-Time Community Events and Parks Coordinator Position**

Motion by Collison second by Bergley to approve Resolution 2016-104 as presented. Motion carried unanimously..

7. **Resolution 2016-105 Promoting Public Services Director Josi Wood to Public Services Director/ Assistant City Administrator and Approving an Amended Job Description, Pay Range, and Points**

Motion by Lundeen second by Bergley to approve Resolution 2016-105 as presented. Motion carried unanimously

8. **Resolution 2016-106 Removing a City Councilor from City Boards and Commissions**

Motion by Bergley second by Collison to approve Resolution 2016-106 as presented. Motion carried unanimously.

9. **Resolution 2016-107 Authorizing Hiring Recommendations to go to Council Prior to the Completion of Background and Reference Checks to Expedite the Hiring Process**

Motion by Lundeen second by Bergley to approve Resolution 2016-107 as presented. Motion carried unanimously.

10. **Resolution 2016-108 Authorizing the Movement of Certain Fund Balances**

Motion by Lundeen second by Bergley to approve Resolution 2016-108 as presented. Motion carried unanimously.

11. **Resolution 2016-109 Adopting a Fund Balance Policy for Water Fund 601 and Sewer Fund 602**

The Mayor noted that the policy states that, like the General Fund, the City will never go below 50% of the fund balance. This policy relates to maintaining a Bond rating.

Motion by Lundeen second by Bergley to approve Resolution 2016-109 as presented. Motion carried unanimously.

12. **Resolution 2016-110 Approving an Operating Agreement between the City of Isanti and the Cambridge-Isanti School District for the Use of the River Bluff Preserve and the Community Garden**

The Mayor indicated that the school grades Kindergarten through eighth would be working a one acre plot as part of an on-going project.

Motion by Lundeen second by Bergley to approve Resolution 2016-110 as presented. Motion carried unanimously.

13. **Resolution 2016-111 Approving the Purchase of a Server for the Finance Department**

The Mayor explained that this is to take on the new software system for the Finance Department.

Motion by Lundeen second by Bergley to approve Resolution 2016-111 as presented. Motion carried unanimously.

14. **Resolution 2016-112 Approving the Purchase of Employee Replacement Computers**

Five of the computer replacements were budgeted for 2016. A sixth computer was been determined to desperately need replacement as well.

Motion by Lundeen second by Bergley to approve Resolution 2016-112 as presented. Motion carried unanimously.

15. **Resolution 2016-113 Authorizing Staff to Accept a Donation from Allina Health for up to Four Res-Q-CPR System Devices**

The Mayor stated that this item was moved up from the Consent Agenda as it is a significant donation. The recitation devices sell for $1,350 each and Allina Health has donated three to the City of Isanti Police Department. Chief Hill gave a description of the device and its use.

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Motion by Lundeen second by Collison to approve Resolution 2016-113 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $302,539.85 and Payroll in the Amount of $93,939.30
2. Final Meeting Minutes of the February 23, 2016 Parks, Recreation and Culture Board Meeting
3. **Resolution 2016-114** Acknowledging Permanent Employee Status for Community Events and Parks Coordinator Katie Everett
4. **Resolution 2016-115** Accepting the Resignation of Human Resources/City Clerk Karissa Henning
5. **Resolution 2016-116** Authorizing the Chief of Police to Purchase and Install the Interview Room Video and Audio Recording System
6. **Resolution 2016-117** Authorizing the Sale of Seized/Forfeited Firearms to S.H.R. Sales and to Purchase New, Modern Shotguns
7. **Resolution 2016-118** Authorizing the Purchase of a New Panasonic Toughbook CF-31 Computer for a Squad Car
8. **Resolution 2016-119** Offering the Position of Police Officer to Brian Saba
9. **Resolution 2016-120** Authorizing Language Changes to Update Several Police Department Policies
10. **Resolution 2016-121** Approving an Amendment to the Personnel Policy Section 13, Employee Education & Training
11. **Resolution 2016-122** Approving the Extension of the City Hall Server Warranty to February 2018
12. **Resolution 2016-123** Approving Funding for the Public Services Director Josi Wood to Attend Training on Municipal Engineering Fundamentals
13. **Resolution 2016-124** Authorizing a Memorandum of Understanding (MOU) with PDL Properties, LLC
14. **Resolution 2016-125** Approving Specifications and Authorizing the Request for Quotes for Electrical Maintenance Services
15. **Resolution 2016-126** Accepting the Resignation of Administrative Data Clerk Carla Scharber
16. **Resolution 2016-127** Accepting the Resignation of Finance Director Brenda Frechette
17. **Resolution 2016-128** Offering the Seasonal Parks Maintenance Positions to Greg Rambow and Justin McDonough
18. **Resolution 2016-129** Adopting an Amendment to the Policy on Naming Parks
19. **Resolution 2016-130** Approving the State of Minnesota Joint Powers Agreements with the City of Isanti on Behalf of its City Attorney and Police Department

Motion by Lundeen, second by Collison to approve the consent agenda. Motion carried unanimously.

Motion by Lundeen, second by Bergley to adjourn. Motion carried unanimously. Meeting adjourned at 7:32 p.m.

Respectfully Submitted,

Carla Scharber
Administrative Data Clerk

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K.1.

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: April 14, 2016

Subject: 2015 Annual Financial Report and Management Letter

Matt Vos, AEM will be presenting the 2015 Annual Financial Report (Audit) and Management Letter at the meeting. The Finance Committee has reviewed the report and letter. Attached for your consideration is a Resolution to accept the 2015 Annual Financial Report and Management Letter.

RESOLUTION NO. 2015-

RESOLUTION ACCEPTING THE 2015 ANNUAL FINANCIAL REPORT AND MANAGEMENT LETTER

WHEREAS, MN State Statutes require the City of Isanti to employ a certified public accounting firm to audit, examine and report upon the books and records of the accounts of the City; and

WHEREAS, the City of Isanti designated the public accounting firm of Abdo, Eick & Meyers, LLP for their auditors for 2015; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby approves the 2015 Annual Financial Report and Management Letter.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

Annual Financial Report

City of Isanti

Isanti, Minnesota

For the Year Ended
December 31, 2015

ABDO
EICK &
MEYERS LLP
Certified Public Accountants & Consultants

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CITY OF ISANTI
ISANTI, MINNESOTA

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED
DECEMBER 31, 2015

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CITY OF ISANTI, MINNESOTA
ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Page No.
INTRODUCTORY SECTION	
Elected and Appointed Officials	7
FINANCIAL SECTION	
Independent Auditor's Report	11
Management's Discussion and Analysis	15
Basic Financial Statements	
Government-wide Financial Statements	
Statement of Net Position	29
Statement of Activities	30
Fund Financial Statements	
Governmental Funds	
Balance Sheet	34
Reconciliation of the Balance Sheet to the Statement of Net Position	35
Statement of Revenues, Expenditures and Changes in Fund Balances	36
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities	37
General Fund	
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	39
Proprietary Funds	
Statement of Net Position	40
Statement of Revenues, Expenses and Changes in Net Position	43
Statement of Cash Flows	44
Fiduciary Fund	
Statement of Fiduciary Net Position	46
Notes to the Financial Statements	47
Required Supplementary Information	
Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - General Employees Retirement Fund	74
Schedule of Employer's Public Employees Retirement Association Contributions - General Employees Retirement Fund	74
Schedule of Employer's Share of Public Employees Retirement Association Net Pension Liability - Public Employees Police and Fire Fund	74
Schedule of Employer's Public Employees Retirement Association Contributions - Public Employees Police and Fire Fund	74
Combining and Individual Fund Financial Statements and Schedules	
Nonmajor Governmental Funds	
Combining Balance Sheet	76
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	77
Nonmajor Special Revenue Funds	
Combining Balance Sheet	78
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	80
Nonmajor Capital Projects Funds	
Combining Balance Sheet	82
Combining Statement of Revenues, Expenditures and Changes in Fund Balances	84
General Fund	
Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual	87
Debt Service Funds	
Combining Balance Sheet	92
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances	94

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CITY OF ISANTI, MINNESOTA
ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015

	Page No.
Combining and Individual Fund Financial Statements and Schedules - Continued	
Agency Fund	
Schedule of Changes in Assets and Liabilities	96
Summary Financial Report	
Revenues and Expenditures for General Operations - Governmental Funds	97
OTHER REQUIRED REPORTS	
Independent Auditors Report on Minnesota Legal Compliance	101
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	102
Schedule of Findings and Responses	104

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INTRODUCTORY SECTION

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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CITY OF ISANTI, MINNESOTA
ELECTED AND APPOINTED OFFICIALS
FOR THE YEAR ENDED DECEMBER 31, 2015

ELECTED

Name	Title	Term Expires December 31,
George Wimmer	Mayor	2018
Adam Johnson	Council Member	2016
Steve Lundeen	Council Member	2016
Paul Bergley	Council Member	2018
Dan Collison	Council Member	2018

APPOINTED

Donald Lorsung	Administrator/City Clerk
Brenda Frechette	Finance Director

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FINANCIAL SECTION

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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MEYERS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
City of Isanti, Minnesota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City), as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2015, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.835.9090 | Fax 952.835.3261

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Change in Accounting Standards

As described in Note 7 to the financial statements, the City adopted the provisions of Governmental Accounting Standard Board (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions - an Amendment of GASB Statement No. 27* and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date - an Amendment of GASB Statement No. 68,* for the year ended December 31, 2015. Adoption of the provisions of these statements results in significant change to the classifications of the components of the financial statements.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis starting on page 15 and the Schedules of Employer's Share of the Net Pension Liability and the Schedules of Employers Contributions on page 74 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section and combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to basic the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 11, 2016 on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Abdo Eick & Meyers, LLP

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

People + Process. Going Beyond the Numbers

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Management's Discussion and Analysis

As management of the City of Isanti, Minnesota, (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2015.

Financial Highlights

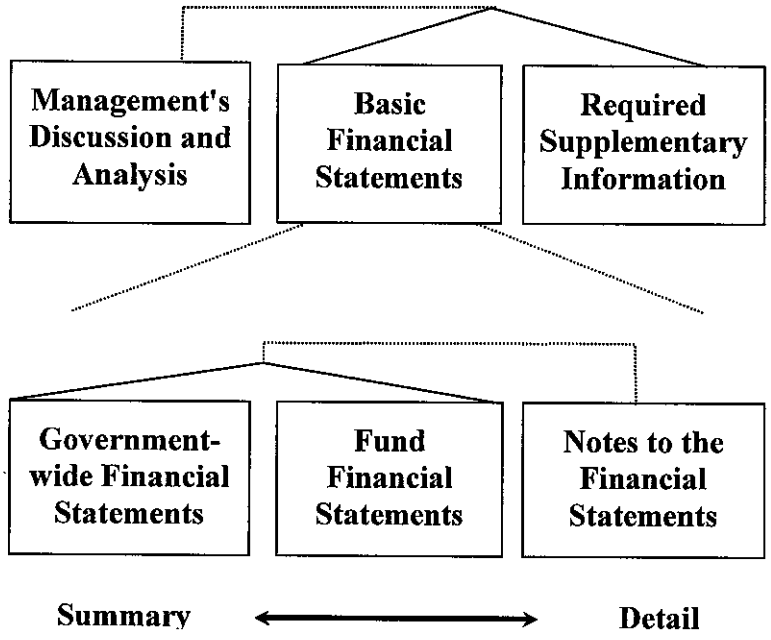
- The beginning unrestricted net position was decreased by $1,968,432 to recognize the effects of GASB Statement No. 68 implementation.
- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $42,206,100. Of this amount, $3,922,607 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by $629,754. This was largely are result of operating income within business-type activities of $997,439 as well as capital contributions of $788,758.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of $3,856,086, a decrease of $698,947, in comparison with the prior year.
- At the end of the current fiscal year, unrestricted fund balance for the General fund was $1,310,488.
- The City's total noncurrent liabilities decreased $172,401 (1.0 percent) during the current fiscal year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

The following chart shows how the required parts of this annual report are arranged and relate to one another. In addition to these required elements, we have included a section with combining and individual fund financial statements and schedules that provide details about nonmajor governmental funds, which are added together and presented in single columns in the basic financial statements.

Organization of the City's Annual Financial Report



The following chart summarizes the major features of the City's financial statements, including the portion of the City's activities they cover and the types of information they contain. The remainder of this overview section of management's discussion and analysis explains the structure and contents of each of the statements.

Major features of the Government-wide and Fund Financial Statements

		Fund Financial Statements		
	Government-wide Statements	**Governmental Funds**	**Proprietary Funds**	**Fiduciary Funds**
Scope	Entire City government (except fiduciary funds) and the City's component units	The activities of the City that are not proprietary or fiduciary, such as police, fire and parks	Activities the City operates similar to private businesses, such as the water and sewer system	Instances in which the City administers resources on behalf of someone else, such as developers
Required financial statements	• Statement of Net Position • Statement of Activities	• Balance Sheet • Statement of Revenues, Expenditures and Changes in Fund Balances	• Statements of Net Position • Statements of Revenues, Expenses and Changes in Fund Net Position • Statements of Cash Flows	• Statement of fiduciary net position
Accounting Basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital, and short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both financial and capital, and short-term and long-term	All assets and liabilities, both short-term and long-term; fund do not currently contain capital assets, although they can
Type of deferred outflows/inflows of resources information	All deferred outflows/inflows of resources, regardless of when cash is received or paid	Only deferred outflows of resources expected to be used up and deferred inflows of resources that come due during the year or soon thereafter; no capital assets included	All deferred outflows/inflows of resources, regardless of when cash is received or paid	
Type of inflow/out flow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and the related liability is due and payable	All revenues and expenses during the year, regardless of when cash is received or paid	All additions and deductions during the year, regardless of when cash is received or paid

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets and deferred inflows and liabilities and deferred outflows, with the difference between the four reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenue (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, culture and recreation, economic development and interest on long-term debt. The business-type activities of the City include water, sewer, storm water and a liquor store.

The government-wide financial statements start on page 29 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and the fiduciary fund.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact by the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains 31 individual governmental funds, 7 of which are Debt Service funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the General fund and Debt Service fund, both of which are considered to be major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of *combining statements or schedules* elsewhere in this report.

The City adopts an annual appropriated budget for its General fund. A budgetary comparison statement has been provided for the General fund to demonstrate compliance with this budget.

The basic governmental fund financial statements start on page 34 of this report.

Proprietary funds. The City maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its water, sewer, liquor store, and storm water.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for each of the enterprise funds, all of which are considered to be major funds of the City.

The basic proprietary fund financial statements start on page 40 of this report.

Fiduciary fund. The fiduciary fund is used to account for resources held for the benefit of parties outside the City. The fiduciary fund is *not* reflected in the government-wide financial statements because the resources of this fund are not available to support the City's own programs.

The basic fiduciary fund financial statement can be found on page 46 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements start on page 47 of this report.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City's progress in funding its obligation to provide pension benefits to its employees. Required supplementary information can be found on page 74 of this report.

The combining statements referred to earlier in connection with nonmajor governmental funds are presented following the notes to the financial statements. Combining and individual fund financial statements and schedules start on page 76 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows of resources by $42,206,100 at the close of the most recent fiscal year.

By far, the largest portion of the City's net position (81.6 percent) reflects its investment in capital assets (e.g., land, buildings, machinery and equipment); less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Isanti's Summary of Net Position

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
Assets						
Current and other assets	$ 6,086,913	$ 7,358,596	$ (1,271,683)	$ 5,516,241	$ 5,736,211	$ (219,970)
Capital assets, net of depreciation	20,497,904	20,847,253	(349,349)	27,646,819	27,614,563	32,256
Total assets	26,584,817	28,205,849	(1,621,032)	33,163,060	33,350,774	(187,714)
Deferred outflows of resources						
Deferred pension resource	269,670	-	269,670	46,607	-	46,607
Liabilities						
Noncurrent liabilities outstanding	7,428,919	6,578,087	850,832	8,991,203	10,014,436	(1,023,233)
Other liabilities	204,199	499,443	(295,244)	243,590	183,973	59,617
Total liabilities	7,633,118	7,077,530	555,588	9,234,793	10,198,409	(963,616)
Deferred inflows of resources						
Resources received in advance	561,108	735,906	(174,798)	-	-	-
Deferred pension resource	364,549	-	364,549	64,486	-	64,486
Total deferred inflows of resources	925,657	735,906	189,751	64,486	-	64,486
Net position						
Net investment in capital assets	14,738,239	14,995,455	(257,216)	19,722,923	18,515,329	1,207,594
Restricted	3,674,722	3,557,961	116,761	147,609	137,449	10,160
Unrestricted	(117,249)	1,838,997	(1,956,246)	4,039,856	4,499,587	(459,731)
Total net position	$18,295,712	$20,392,413	$ (2,096,701)	$23,910,388	$23,152,365	$ 758,023

An additional portion of the City's net position (9.1 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position,* $3,922,607, may be used to meet the City's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the City as a whole, as well as for its separate governmental and business-type activities.

Governmental activities. The City's net position increased $629,754 during the current fiscal year. Governmental activities decreased the City's net position by $547,429 thereby accounting for none of the total growth in the net position of the City. Significant changes from the prior year are noted below:

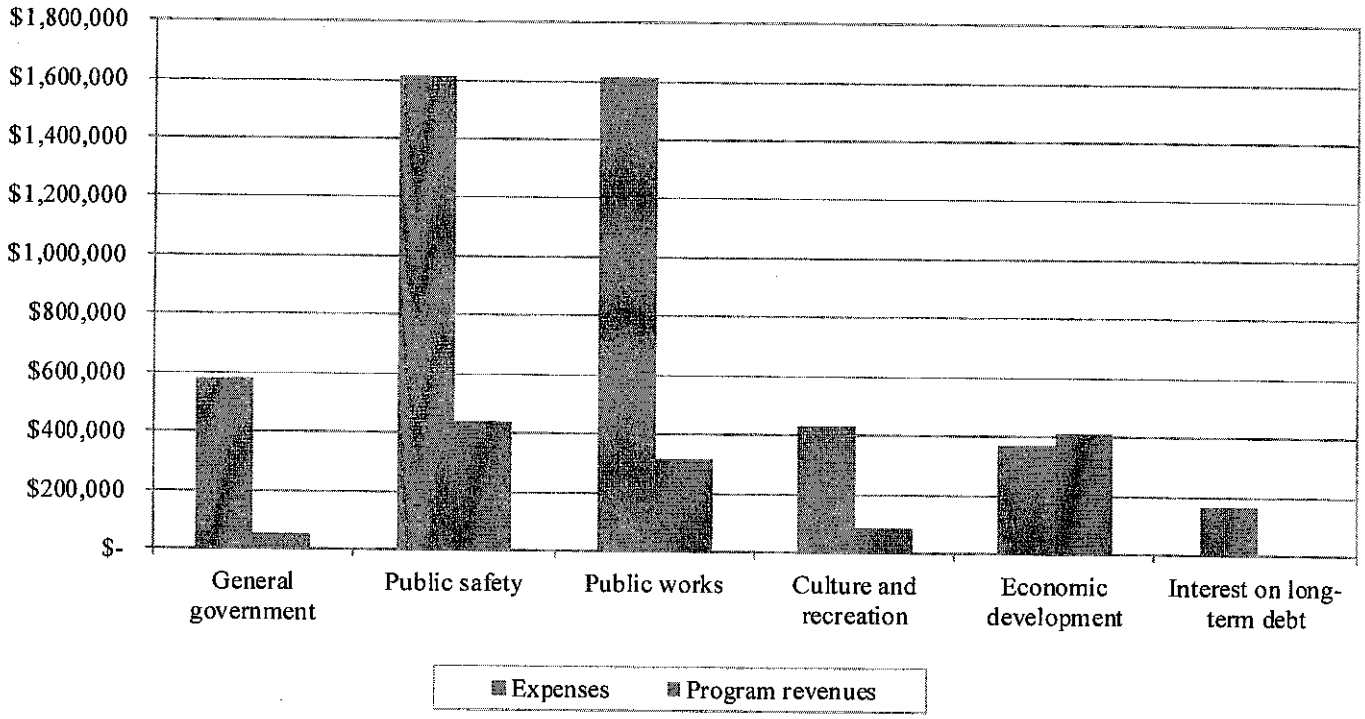
City of Isanti's Changes in Net Position

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
Revenues						
Program revenues						
Charges for services	$ 394,097	$ 338,416	$ 55,681	$ 5,031,998	$ 4,911,697	$ 120,301
Operating grants and contributions	663,501	283,151	380,350	35,732	14,422	21,310
Capital grants and contributions	259,207	215,310	43,897	529,551	488,942	40,609
General revenues						
Taxes						
Property taxes	2,015,696	1,742,300	273,396	-	-	-
Tax increment	15,537	102,674	(87,137)	-	-	-
Other taxes	30,382	27,495	2,887	-	-	-
Grants and contributions not restricted to specific programs	603,802	584,003	19,799	-	-	-
Unrestricted investment earnings	52,399	112,928	(60,529)	57,432	91,023	(33,591)
Gain on sale of capital assets	-	-	-	-	-	-
Total revenues	4,034,621	3,406,277	628,344	5,654,713	5,506,084	148,629
Expenses						
General government	583,782	562,913	20,869	-	-	-
Public safety	1,614,299	1,488,475	125,824	-	-	-
Public works	1,615,255	1,428,838	186,417	-	-	-
Culture and recreation	435,319	448,914	(13,595)	-	-	-
Economic development	370,978	210,776	160,202	-	-	-
Interest on long-term debt	167,720	208,190	(40,470)	-	-	-
Water	-	-	-	954,250	961,699	(7,449)
Sewer	-	-	-	1,039,522	1,007,782	31,740
Storm Water	-	-	-	114,816	73,698	41,118
Liquor store	-	-	-	2,163,639	2,110,445	53,194
Total expenses	4,787,353	4,348,106	439,247	4,272,227	4,153,624	118,603
Changes in net position before transfers	(752,732)	(941,829)	189,097	1,382,486	1,352,460	30,026
Transfers - capital assets	(228,455)	(4,064)	(224,391)	228,455	4,064	224,391
Transfers - internal activities	433,758	239,583	194,175	(433,758)	(239,583)	(194,175)
Change in net position	(547,429)	(706,310)	158,881	1,177,183	1,116,941	60,242
Net position, January 1	18,843,141	21,881,228	(3,038,087)	22,733,205	22,035,424	697,781
Prior period adjustment	-	(782,505)	782,505	-	-	-
Net position, December 31	$18,295,712	$20,392,413	$ (2,096,701)	$23,910,388	$23,152,365	$ 758,023

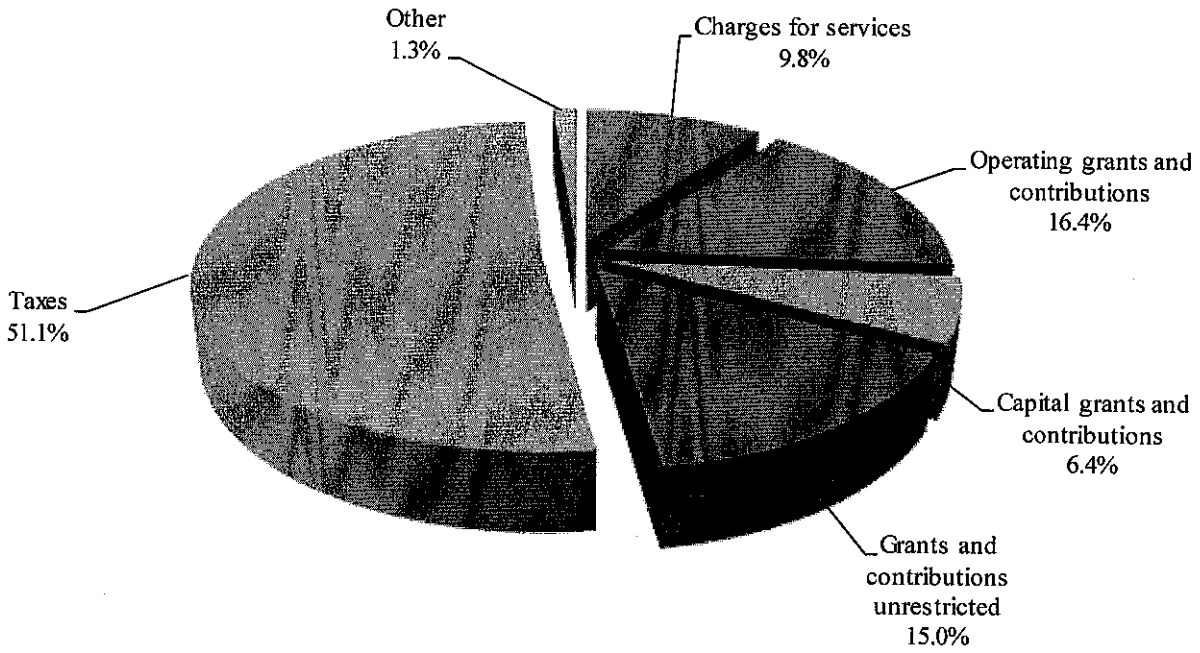
* GASB Statement No. 68 was implemented for the year ended December 31, 2015 and a required $1,968,432 restatement of beginning net position was recorded. Prior year amounts were not restated causing a variance in ending net position at December 31, 2014 and beginning net position on January 1, 2015. See Note 7.

The following graph depicts various governmental activities and shows the revenues and expenses directly related to those activities.

Expenses and Program Revenues - Governmental Activities

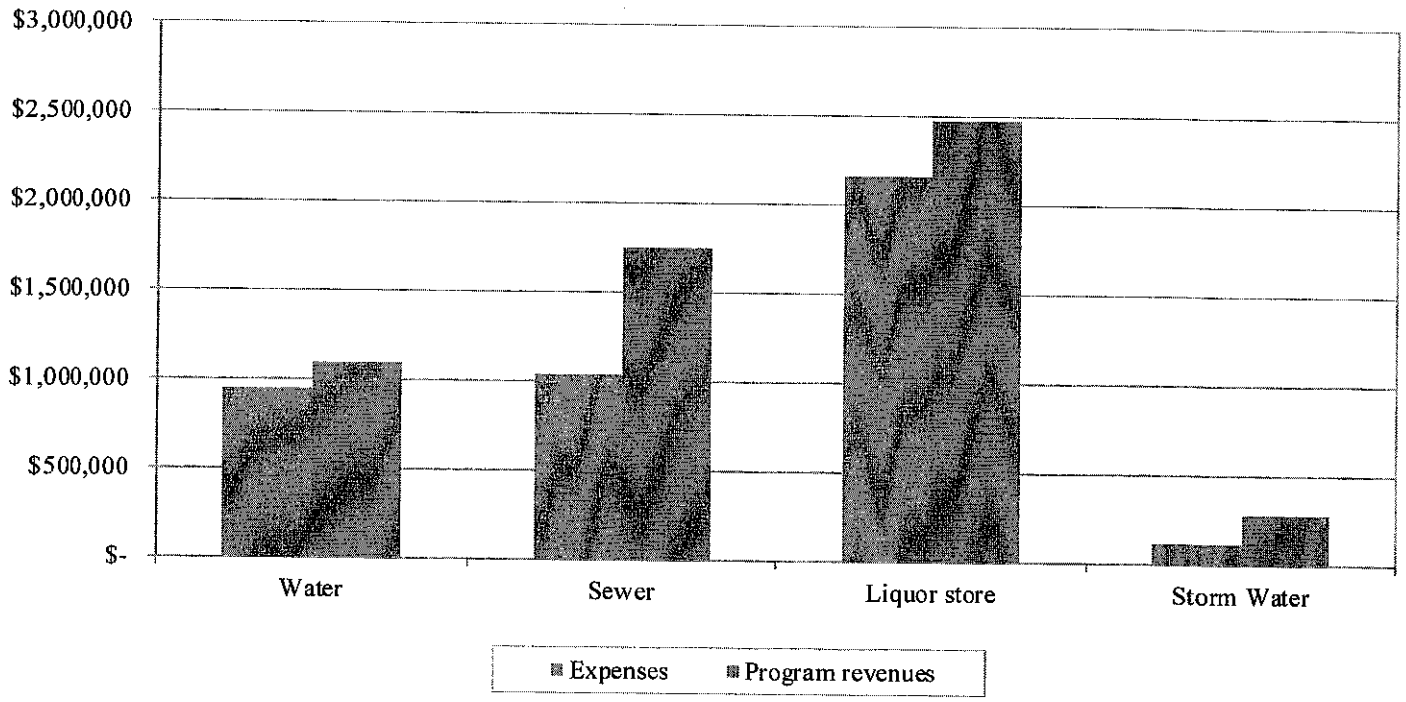


Revenues by Sources - Governmental Activities

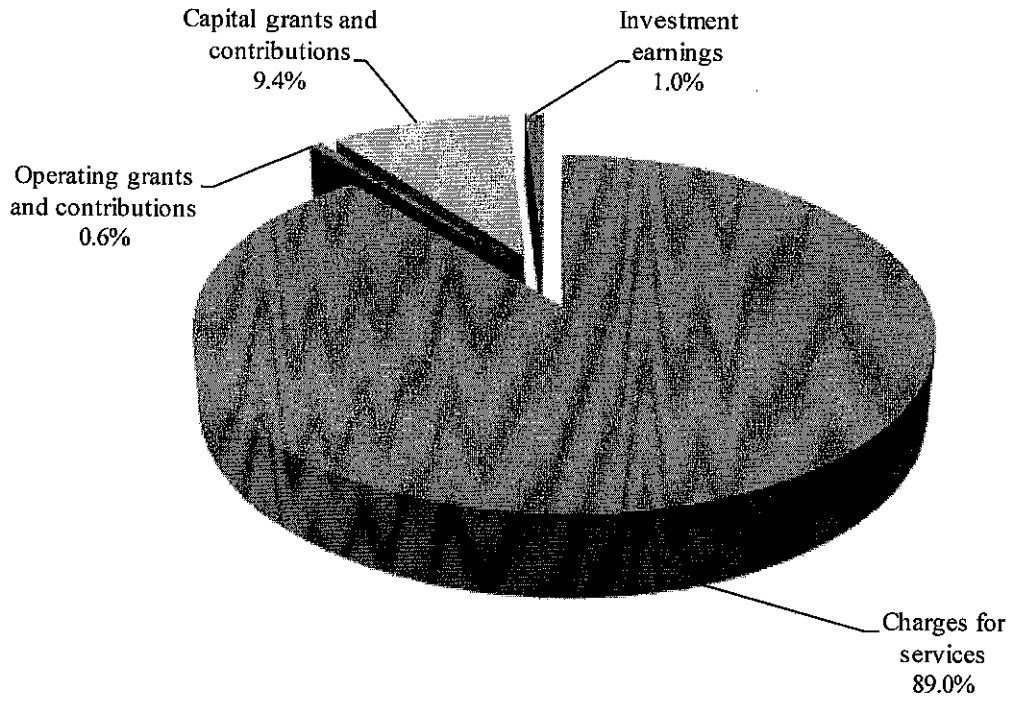


Business-type activities. Business-type activities increased the City's net position by $1,177,183. Key elements of this increase are as follows:

Expenses and Program Revenues - Business-type Activities



Revenues by Source - Business-type Activities



Financial Analysis of the City's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of $3,856,086, a decrease of $698,947 in comparison with the prior year. Of this total amount, 14.1 percent, or $544,700, constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance of $3,311,386 is not available for new spending because it is either 1) nonspendable ($18,352), 2) restricted ($2,285,624), 3) committed ($1,003,045), or 4) assigned ($4,365). For further classification, refer to Note 3F on page 65 of this report.

Major funds	Fund Balance December 31, 2015	Fund Balance December 31, 2014	Increase (Decrease)
General	$ 1,327,361	$ 1,692,234	$ (364,873)
The General fund is the chief operating fund of the City. As a measure of the General fund's liquidity, it may be useful to compare fund balance to total fund expenditures and transfers out. Fund balance represents 40 percent of budgeted 2016 expenditures and transfers out. Of the fund balance, $1,310,488 is unassigned and will be used for cash flow for general operations and will be used to support operations until funds are received in June from the first tax settlement.			
Debt Service	$ 1,507,296	$ 1,441,936	$ 65,360
The Debt Service funds had an increase in fund balance comparable to expectations to meet future scheduled debt payments.			

Proprietary funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position of the enterprise funds at the end of the year amounted to $4,039,856. Other factors concerning the finances of this fund have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

The City's original General fund budget was amended during the year, increasing expenditures $28,414 and identifying a decrease in fund balance of $1,008,219. Revenues were more than budget by $727,370 and expenditures were $126,617 less than budgeted amounts. In addition, transfers out exceeded budget by $257,797.

Capital Assets and Debt Administration

Capital assets. The City's investment in capital assets for its governmental and business type activities as of December 31, 2015, amounts to $48,144,723 (net of accumulated depreciation). This investment in capital assets includes land, structures, improvements, machinery and equipment, park facilities, roads and highways.

Major capital asset events during the current fiscal year included the following:

- Construction projects completed in 2015 include the Railroad Ave Improvements Phase II, the 2014 BMX Building and Site Improvements, the 2014 Public works site improvements, the 2014 Water Treatment Plant Modifications and the 2014 Unity Lift Station Improvements.
- Improvements to the City Hall, Community Center, and Liquor Store parking lots were capitalized.
- 2015 street overlay improvements were recognized as additions to governmental infrastructure.
- During 2015, the City purchased a 2015 Vactor Jetter.

City of Isanti's Capital Asset
(net of depreciation)

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
Land	$ 2,424,266	$ 2,455,666	$ (31,400)	$ 94,237	$ 73,237	$ 21,000
Construction in progress	63,607	3,276,333	(3,212,726)	191,505	618,795	(427,290)
Land improvements	11,952	17,848	(5,896)	92,239	664	91,575
Buildings	4,020,965	1,672,233	2,348,732	197,619	201,091	(3,472)
Infrastructure	13,373,105	12,756,904	616,201	26,474,812	26,504,830	(30,018)
Machinery and equipment	536,368	605,176	(68,808)	575,666	211,745	363,921
Vehicles	67,641	63,093	4,548	20,741	4,201	16,540
Total	$20,497,904	$20,847,253	$ (349,349)	$27,646,819	$27,614,563	$ 32,256

Additional information on the City's capital assets can be found in Note 3D starting on page 59 of this report.

Long-term debt. At the end of the current fiscal year, the City had total bonded debt outstanding of $14,241,255. While all of the City's bonds have revenue streams, they are all backed by the full faith and credit of the City.

City of Isanti's Outstanding Debt

	Governmental Activities			Business-type Activities		
	2015	2014	Increase (Decrease)	2015	2014	Increase (Decrease)
G.O. bonds	$ 2,950,000	$ 2,950,000	$ -	$ -	$ -	$ -
G.O. improvement bonds	2,760,000	3,380,000	(620,000)	435,000	1,015,000	(580,000)
G.O. revenue bonds	-	-	-	8,096,255	8,951,215	(854,960)
Bond premium	49,665	53,167	(3,502)	-	-	-
Pension liability	1,429,512	-	1,429,512	409,925	-	409,925
Compensated absences payable	239,742	194,920	44,822	50,023	48,221	1,802
Total	$ 7,428,919	$ 6,578,087	$ 850,832	$ 8,991,203	$10,014,436	$ (1,023,233)

Minnesota statutes limit the amount of net general obligation debt a City may issue to three percent of the market value of taxable property within the City. Net debt is payable solely from ad valorem taxes and, therefore, excludes debt financed partially or entirely by special assessments, enterprise fund revenues, or tax increments. As of December 31, 2015, the market value of property within the City is $269,093,600 for an allowable margin of $8,072,808. There is $2,950,000 of outstanding debt at year end that is applied against the statutory debt limit.

Additional information on the City's long-term debt can be found in Note 3E starting on page 61 of this report.

Economic Factors and Next Year's Budgets and Rates

- Property tax valuations within the City increased in 2015 and have continued to increase for 2016.

- Due to the State deficit and constant discussion at the State level of reducing and/or eliminating Local Government Aid and Market Value Credit, the City Council wanted to take the position that they would not receive any LGA in 2015, and if any LGA was received in 2015, that it would be used in the 2016 budget. The intent was to allow City Council additional time to react to any reduction received. City Council is aware that this could potentially increase the percentage of expenditures in fund balance at year end. The City did not budget for LGA again in 2016, but will utilize the funds received for 2017.

- Franchise fees were implemented in 2016 to offset pavement management costs.

All of these factors were considered in preparing the City's budget for the 2016 fiscal year.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Director, City of Isanti, 110 1st Avenue Northwest, PO Box 428, Isanti, Minnesota 55040.

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GOVERNMENT-WIDE FINANCIAL STATEMENTS

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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CITY OF ISANTI, MINNESOTA
STATEMENT OF NET POSITION
DECEMBER 31, 2015

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and temporary investments	$ 4,002,591	$ 4,351,785	$ 8,354,376
Cash with fiscal agent	-	403,445	403,445
Receivables			
Accrued interest	6,644	7,857	14,501
Taxes	101,078	-	101,078
Accounts	8,179	275,717	283,896
Loans	582,531	-	582,531
Special assessments	1,419,422	94,666	1,514,088
Internal balances	(57,870)	57,870	-
Due from other governments	5,986	18,000	23,986
Inventories	-	293,517	293,517
Prepaid items	18,352	13,384	31,736
Capital assets			
Land and construction in progress	2,487,873	285,742	2,773,615
Depreciable assets (net of accumulated depreciation)	18,010,031	27,361,077	45,371,108
TOTAL ASSETS	26,584,817	33,163,060	59,747,877
DEFERRED OUTFLOWS OF RESOURCES			
Deferred pension resources	269,670	46,607	316,277
LIABILITIES			
Accounts payable	106,774	136,662	243,436
Due to other governments	2,350	20,997	23,347
Accrued salaries payable	73,214	29,856	103,070
Accrued interest payable	15,861	55,907	71,768
Unearned revenue	6,000	168	6,168
Noncurrent liabilities			
Due within one year	1,000,646	1,398,246	2,398,892
Due in more than one year	6,428,273	7,592,957	14,021,230
TOTAL LIABILITIES	7,633,118	9,234,793	16,867,911
DEFERRED INFLOWS OF RESOURCES			
Resources received in advance	561,108	-	561,108
Deferred pension resources	364,549	64,486	429,035
TOTAL DEFERRED INFLOWS OF RESOURCES	925,657	64,486	990,143
NET POSITION			
Net investment in capital assets	14,738,239	19,722,923	34,461,162
Restricted for			
Debt service	2,888,467	147,609	3,036,076
Park improvements	14,018	-	14,018
Public safety	7,679	-	7,679
Community center improvements	10,000	-	10,000
Economic development	754,558	-	754,558
Unrestricted	(117,249)	4,039,856	3,922,607
TOTAL NET POSITION	$ 18,295,712	$ 23,910,388	$ 42,206,100

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2015

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental activities				
General government	$ 583,782	$ 55,332	$ -	$ -
Public safety	1,614,299	280,286	162,983	-
Public works	1,615,255	14,362	58,266	247,323
Culture and recreation	435,319	44,117	29,250	11,884
Economic development	370,978	-	413,002	-
Interest on long-term debt	167,720	-	-	-
Total governmental activities	4,787,353	394,097	663,501	259,207
Business-type activities				
Water	954,250	917,661	11,740	163,474
Sewer	1,039,522	1,376,731	4,765	366,077
Liquor store	2,163,639	2,474,691	1,227	-
Stormwater	114,816	262,915	18,000	-
Total business-type activities	4,272,227	5,031,998	35,732	529,551
Total	$ 9,059,580	$ 5,426,095	$ 699,233	$ 788,758
General revenues				
Taxes				
Property taxes, levied for general purposes				
Property taxes, levied for debt service				
Tax increments				
Franchise taxes				
Grants and contributions not restricted to specific programs				
Unrestricted investment earnings				
Transfers - capital assets				
Transfers - internal activities				
Total general revenues and transfers				
Change in net position				
Net position, January 1, as restated (Note 7)				
Net position, December 31				

The notes to the financial statements are an integral part of this statement.

Net (Expenses) Revenues and Changes in Net Position		
Governmental Activities	Business-type Activities	Total
$ (528,450)	$ -	$ (528,450)
(1,171,030)	-	(1,171,030)
(1,295,304)	-	(1,295,304)
(350,068)	-	(350,068)
42,024	-	42,024
(167,720)	-	(167,720)
(3,470,548)	-	(3,470,548)
-	138,625	138,625
-	708,051	708,051
-	312,279	312,279
-	166,099	166,099
-	1,325,054	1,325,054
(3,470,548)	1,325,054	(2,145,494)
1,365,890	-	1,365,890
649,806	-	649,806
15,537	-	15,537
30,382	-	30,382
603,802	-	603,802
52,399	57,432	109,831
(228,455)	228,455	-
433,758	(433,758)	-
2,923,119	(147,871)	2,775,248
(547,429)	1,177,183	629,754
18,843,141	22,733,205	41,576,346
$ 18,295,712	$ 23,910,388	$ 42,206,100

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FUND FINANCIAL STATEMENTS

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

CITY OF ISANTI, MINNESOTA
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2015

	101	900's		
	General	Debt Service	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash and temporary investments	$ 1,470,795	$ 1,487,629	$ 1,044,167	$ 4,002,591
Receivables				
Accrued interest	3,129	2,357	1,158	6,644
Taxes	66,209	26,848	8,021	101,078
Accounts	5,589	-	2,590	8,179
Loan	-	-	582,531	582,531
Special assessments	3,019	1,389,174	27,229	1,419,422
Due from other governments	5,986	-	-	5,986
Advances to other funds	3,820	-	-	3,820
Prepaid items	16,873	-	1,479	18,352
TOTAL ASSETS	$ 1,575,420	$ 2,906,008	$ 1,667,175	$ 6,148,603
LIABILITIES				
Accounts payable	$ 64,401	$ 1,680	$ 40,693	$ 106,774
Due to other governments	954	-	1,396	2,350
Accrued salaries payable	69,641	-	3,573	73,214
Advances from other funds	57,870	-	3,820	61,690
Unearned revenue	6,000	-	-	6,000
TOTAL LIABILITIES	198,866	1,680	49,482	250,028
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - delinquent taxes	46,236	17,466	7,927	71,629
Unavailable revenue - special assessments	2,957	1,379,566	27,229	1,409,752
Resources received in advance	-	-	561,108	561,108
TOTAL DEFERRED INFLOWS OF RESOURCES	49,193	1,397,032	596,264	2,042,489
FUND BALANCES				
Nonspendable	16,873	-	1,479	18,352
Restricted	-	1,507,296	778,328	2,285,624
Committed	-	-	1,003,045	1,003,045
Assigned	-	-	4,365	4,365
Unassigned	1,310,488	-	(765,788)	544,700
TOTAL FUND BALANCES	1,327,361	1,507,296	1,021,429	3,856,086
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 1,575,420	$ 2,906,008	$ 1,667,175	$ 6,148,603

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
RECONCILIATION OF THE BALANCE SHEET
TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
DECEMBER 31, 2015

Amounts reported for the governmental activities in the statement of net position are different because

Total fund balances - governmental funds	$ 3,856,086
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.	
Cost of capital assets	32,650,261
Less: accumulated depreciation	(12,152,357)
Noncurrent liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported as liabilities in the funds.	
Noncurrent liabilities at year-end consist of	
Bond principal payable	(5,710,000)
Plus bond premium	(49,665)
Compensated absences payable	(239,742)
Pension liability	(1,429,512)
Some receivables are not available soon enough to pay for the current period's expenditures, and therefore are reported as unavailable revenue in the funds.	
Delinquent taxes receivable	71,629
Special assessments receivable	1,409,752
Governmental funds do not report long-term amounts related to pensions.	
Deferred outflows of pension resources	269,670
Deferred inflows of pension resources	(364,549)
Governmental funds do not report a liability for accrued interest until due and payable.	(15,861)
Total net position - governmental activities	$ 18,295,712

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	101	900's		
	General	Debt Service	Other Governmental Funds	Total Governmental Funds
REVENUES				
Taxes	$ 1,357,265	$ 649,806	$ 45,919	$ 2,052,990
Licenses and permits	190,909	-	-	190,909
Intergovernmental	712,120	-	651,348	1,363,468
Charges for services	159,409	-	11,952	171,361
Fines and forfeitures	37,310	-	4,927	42,237
Special assessments	-	142,891	1,942	144,833
Investment earnings	16,767	18,118	17,514	52,399
Miscellaneous	30,801	-	77,912	108,713
TOTAL REVENUES	2,504,581	810,815	811,514	4,126,910
EXPENDITURES				
Current				
General government	529,679	-	4,110	533,789
Public safety	1,495,583	-	76,890	1,572,473
Public works	417,763	-	-	417,763
Culture and recreation	259,295	-	33,934	293,229
Economic development	11,353	-	327,920	339,273
Capital outlay				
General government	12,517	-	1,572	14,089
Public safety	60	-	10,800	10,860
Public works	104,566	-	680,013	784,579
Culture and recreation	574	-	507,088	507,662
Economic development	-	-	50,000	50,000
Debt service				
Principal	-	620,000	-	620,000
Interest and other	1,552	164,845	-	166,397
TOTAL EXPENDITURES	2,832,942	784,845	1,692,327	5,310,114
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(328,361)	25,970	(880,813)	(1,183,204)
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	47,156	-	3,343	50,499
Transfers in	316,150	39,390	770,803	1,126,343
Transfers out	(399,818)	-	(292,767)	(692,585)
TOTAL OTHER FINANCING SOURCES (USES)	(36,512)	39,390	481,379	484,257
NET CHANGE IN FUND BALANCES	(364,873)	65,360	(399,434)	(698,947)
FUND BALANCES, JANUARY 1	1,692,234	1,441,936	1,420,863	4,555,033
FUND BALANCES, DECEMBER 31	$ 1,327,361	$ 1,507,296	$ 1,021,429	$ 3,856,086

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

Amounts reported for governmental activities in the statement of activities are different because

Total net change in fund balances - governmental funds	$ (698,947)
Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives as depreciation expense.	
Capital outlays	1,208,703
Depreciation expense	(1,253,166)
Governmental funds report a gain (loss) on sale of capital assets to the extent of cash exchanged, whereas the disposition of the assets book value is included in the total gain (loss) in the statement of activities.	
Disposals	(81,742)
Accumulated depreciation on disposals	5,311
Governmental fund report projects in capital project funds. Some of the capital assets constructed in the project will be maintained from business-type activity funds. The assets are reported as a transfer from the government-activities to the business-type activities.	(228,455)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.	
Principal repayments	620,000
Amortization of bond premium	3,502
Interest on long-term debt in the statement of activities differs from the amount reported in the governmental funds because interest is recognized as an expenditure in the funds when it is due, and thus requires the use of current financial resources. In the statement of activities, however, interest expense is recognized as the interest accrues, regardless of when it is due.	(4,825)
Long-term pension activity is not reported in governmental funds.	
Pension expense	19,301
Pension revenue from state contributions	5,580
Certain revenues are recognized as soon as they are earned. Under the modified accrual basis of accounting, certain revenues cannot be recognized until they are available to liquidate liabilities of the current period.	
Property taxes	8,625
Special assessments	(106,494)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	
Compensated absences	(44,822)
Change in net position - governmental activities	$ (547,429)

The notes to the financial statements are an integral part of this statement.

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CITY OF ISANTI, MINNESOTA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2015

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Taxes	$ 1,298,306	$ 1,298,306	$ 1,357,265	$ 58,959
Licenses and permits	102,500	102,500	190,909	88,409
Intergovernmental	151,219	151,219	712,120	560,901
Charges for services	142,244	142,244	159,409	17,165
Fines and forfeitures	35,000	35,000	37,310	2,310
Investment earnings	17,942	17,942	16,767	(1,175)
Miscellaneous	30,000	30,000	30,801	801
TOTAL REVENUES	1,777,211	1,777,211	2,504,581	727,370
EXPENDITURES				
Current				
General government	540,914	550,158	529,679	20,479
Public safety	1,529,733	1,555,386	1,495,583	59,803
Public works	448,123	448,059	417,763	30,296
Culture and recreation	323,484	317,065	259,295	57,770
Economic development	11,776	11,776	11,353	423
Capital outlay	77,115	77,115	117,717	(40,602)
Debt service				
Interest and other	-	-	1,552	(1,552)
TOTAL EXPENDITURES	2,931,145	2,959,559	2,832,942	126,617
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(1,153,934)	(1,182,348)	(328,361)	853,987
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	-	-	47,156	47,156
Transfers in	316,150	316,150	316,150	-
Transfers out	(142,021)	(142,021)	(399,818)	(257,797)
TOTAL OTHER FINANCING SOURCES (USES)	174,129	174,129	(36,512)	(210,641)
NET CHANGE IN FUND BALANCES	(979,805)	(1,008,219)	(364,873)	643,346
FUND BALANCES, JANUARY 1	1,692,234	1,692,234	1,692,234	-
FUND BALANCES, DECEMBER 31	$ 712,429	$ 684,015	$ 1,327,361	$ 643,346

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
	601 Water	**439, 602** Sewer	**609** Liquor Store	Nonmajor **603** Storm Water	Total
ASSETS					
CURRENT ASSETS					
Cash and temporary investments	$ 1,776,323	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,351,785
Cash with fiscal agent	403,445	-	-	-	403,445
Receivables					
Accrued interest	3,064	3,583	1,326	(116)	7,857
Accounts	96,772	153,304	-	25,641	275,717
Special assessments	19,177	23,295	-	7,857	50,329
Due from other governments	-	-	-	18,000	18,000
Inventories	-	-	293,517	-	293,517
Prepaid items	3,541	3,443	3,478	2,922	13,384
TOTAL CURRENT ASSETS	2,302,322	2,237,547	978,525	(104,360)	5,414,034
NONCURRENT ASSETS					
Special assessments receivable	-	44,337	-	-	44,337
Advances to other funds	9,538	48,332	-	-	57,870
Capital assets					
Land	11,078	5,000	57,159	21,000	94,237
Construction in progress	-	169,125	-	22,380	191,505
Buildings	37,156	-	337,305	-	374,461
Improvements other than buildings	-	-	268,238	-	268,238
Machinery and equipment	469,048	263,334	35,524	284,768	1,052,674
Infrastructure	14,372,709	19,749,269	-	209,772	34,331,750
Less accumulated depreciation	(3,082,703)	(5,177,496)	(379,566)	(26,281)	(8,666,046)
Total capital assets (net of accumulated depreciation)	11,807,288	15,009,232	318,660	511,639	27,646,819
TOTAL NONCURRENT ASSETS	11,816,826	15,101,901	318,660	511,639	27,749,026
TOTAL ASSETS	14,119,148	17,339,448	1,297,185	407,279	33,163,060
DEFERRED OUTFLOWS OF RESOURCES					
Deferred pension resources	12,277	14,946	15,818	3,566	46,607

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF NET POSITION - CONTINUED
PROPRIETARY FUNDS
DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601 Water	**439, 602** Sewer	**609** Liquor Store	**603** Storm Water	Total
LIABILITIES					
CURRENT LIABILITIES					
Accounts payable	$ 22,953	$ 59,271	$ 37,289	$ 17,149	$ 136,662
Due to other governments	572	-	20,425	-	20,997
Accrued salaries payable	8,087	9,956	10,059	1,754	29,856
Accrued interest payable	48,545	7,362	-	-	55,907
Unearned revenue	-	-	168	-	168
Current portion of compensated absences payable	11,417	14,743	9,695	1,837	37,692
Current portion of bonds payable	761,000	599,554	-	-	1,360,554
TOTAL CURRENT LIABILITIES	852,574	690,886	77,636	20,740	1,641,836
NONCURRENT LIABILITIES					
Compensated absences payable	3,735	4,823	3,172	601	12,331
Pension liability	107,983	131,453	139,122	31,367	409,925
Bonds payable	5,161,056	2,009,645	-	-	7,170,701
TOTAL NONCURRENT LIABILITIES	5,272,774	2,145,921	142,294	31,968	7,592,957
TOTAL LIABILITIES	6,125,348	2,836,807	219,930	52,708	9,234,793
DEFERRED INFLOWS OF RESOURCES					
Deferred pension resources	16,987	20,679	21,886	4,934	64,486
NET POSITION					
Net investment in capital assets	6,320,232	12,572,392	318,660	511,639	19,722,923
Restricted for debt service	-	147,609	-	-	147,609
Unrestricted	1,668,858	1,776,907	752,527	(158,436)	4,039,856
TOTAL NET POSITION	$ 7,989,090	$ 14,496,908	$ 1,071,187	$ 353,203	$ 23,910,388

The notes to the financial statements are an integral part of this statement.

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CITY OF ISANTI, MINNESOTA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601 Water	**439, 602** Sewer	**609** Liquor Store	**603** Storm Water	Total
OPERATING REVENUES					
Sales	$ -	$ -	$ 2,474,708	$ -	$ 2,474,708
Cost of sales	-	-	(1,806,637)	-	(1,806,637)
GROSS PROFIT	-	-	668,071	-	668,071
Charges for services	916,941	1,375,981	-	262,741	2,555,663
TOTAL OPERATING REVENUES	916,941	1,375,981	668,071	262,741	3,223,734
OPERATING EXPENSES					
Personnel services	222,664	271,532	267,344	52,670	814,210
Supplies	41,483	90,998	6,799	6,690	145,970
Professional services	48,403	32,472	4,211	27,040	112,126
Communications	3,189	3,024	1,569	588	8,370
Insurance	18,625	19,321	7,172	711	45,829
Utilities	43,344	83,875	13,319	3,746	144,284
Repairs and maintenance	22,760	21,582	2,495	2,962	49,799
Depreciation	370,246	460,959	14,895	20,409	866,509
Other	-	-	39,198	-	39,198
TOTAL OPERATING EXPENSES	770,714	983,763	357,002	114,816	2,226,295
OPERATING INCOME	146,227	392,218	311,069	147,925	997,439
NONOPERATING REVENUES (EXPENSES)					
Other revenues	12,460	5,515	1,210	174	19,359
Gain (loss) on sale of capital assets	(2,698)	(2,811)	-	-	(5,509)
Intergovernmental	-	-	-	18,000	18,000
Investment earnings	22,990	26,886	7,972	(416)	57,432
Interest expense and other	(180,838)	(52,948)	-	-	(233,786)
TOTAL NONOPERATING REVENUES (EXPENSES)	(148,086)	(23,358)	9,182	17,758	(144,504)
INCOME BEFORE CONTRIBUTIONS AND TRANSFERS	(1,859)	368,860	320,251	165,683	852,935
CAPITAL CONTRIBUTIONS	163,474	366,077	-	-	529,551
CAPITAL CONTRIBUTIONS - OTHER FUNDS	195,047	(104,426)	-	137,834	228,455
TRANSFERS OUT	(4,377)	(35,013)	(300,000)	(94,368)	(433,758)
CHANGE IN NET POSITION	352,285	595,498	20,251	209,149	1,177,183
NET POSITION, JANUARY 1, AS RESTATED (NOTE 7)	7,636,805	13,901,410	1,050,936	144,054	22,733,205
NET POSITION, DECEMBER 31	$ 7,989,090	$ 14,496,908	$ 1,071,187	$ 353,203	$ 23,910,388

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
	601 Water	439, 602 Sewer	609 Liquor Store	Nonmajor 603 Storm Water	Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers and users	$ 919,286	$ 1,374,565	$ 2,474,708	$ 261,824	$ 5,030,383
Other receipts	12,460	5,515	1,210	174	19,359
Payments to suppliers	(158,863)	(238,661)	(1,908,383)	(35,766)	(2,341,673)
Payments to employees	(219,716)	(268,300)	(266,191)	(46,903)	(801,110)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	553,167	873,119	301,344	179,329	1,906,959
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Receipt on advance to other funds	15,942	74,144	-	-	90,086
Transfers to other funds	(4,377)	(35,013)	(300,000)	(94,368)	(433,758)
NET CASH PROVIDED (USED) BY NONCAPITAL FINANCING ACTIVITIES	11,565	39,131	(300,000)	(94,368)	(343,672)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Connection fees received	150,385	176,479	-	-	326,864
Special assessments received	738	8,634	-	-	9,372
Acquisition of capital assets	(15,069)	(293,229)	(100,657)	(262,079)	(671,034)
Proceeds from sale of capital assets	9,552	9,950	-	-	19,502
Interest paid on bonds	(183,978)	(54,107)	-	-	(238,085)
Principal paid on bonds	(613,000)	(648,067)	-	-	(1,261,067)
NET CASH PROVIDED (USED) BY CAPITAL AND RELATED FINANCING ACTIVITIES	(651,372)	(800,340)	(100,657)	(262,079)	(1,814,448)
CASH FLOWS FROM INVESTING ACTIVITIES					
Investment earnings	22,749	25,531	7,832	(273)	55,839
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(63,891)	137,441	(91,481)	(177,391)	(195,322)
CASH AND CASH EQUIVALENTS, JANUARY 1	2,243,659	1,916,481	771,685	18,727	4,950,552
CASH AND CASH EQUIVALENTS, DECEMBER 31	$ 2,179,768	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,755,230

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF CASH FLOWS - CONTINUED
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2015

	Business-type Activities - Enterprise Funds				
				Nonmajor	
	601	439, 602	609	603	
	Water	Sewer	Liquor Store	Storm Water	Total
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION					
Cash and temporary investments	$ 1,776,323	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,351,785
Cash with fiscal agent	403,445	-	-	-	403,445
TOTAL CASH AND CASH EQUIVALENTS	$ 2,179,768	$ 2,053,922	$ 680,204	$ (158,664)	$ 4,755,230
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Operating income	$ 146,227	$ 392,218	$ 311,069	$ 147,925	$ 997,439
Adjustments to reconcile operating income to net cash provided (used) by operating activities					
Depreciation	370,246	460,959	14,895	20,409	866,509
Other receipts	12,460	5,515	1,210	174	19,359
(Increase) decrease in assets					
Accounts receivable	2,345	(1,416)	-	3,498	4,427
Special assessments	-	-	-	(4,415)	(4,415)
Inventories	-	-	(17,133)	-	(17,133)
Prepaid items	(1,893)	(1,886)	(2,658)	(2,865)	(9,302)
(Increase) decrease in deferred outflows of resources					
Deferred pension resources	3,992	4,852	5,279	421	14,544
Increase (decrease) in liabilities					
Accounts payable	20,894	14,497	(7,417)	8,836	36,810
Due to other governments	(60)	-	377	-	317
Accrued salaries payable	711	915	763	265	2,654
Compensated absences payable	1,064	836	(191)	93	1,802
Unearned revenue	-	-	(152)	-	(152)
Pension liability	7,377	9,029	8,665	6,715	31,786
Increase (decrease) in deferred inflows of resources					
Deferred pension resources	(10,196)	(12,400)	(13,363)	(1,727)	(37,686)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	$ 553,167	$ 873,119	$ 301,344	$ 179,329	$ 1,906,959
SCHEDULE OF NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES					
Forgiveness of loan principal	$ -	$ 173,893	$ -	$ -	$ 173,893
Capital contributions from (to) other funds	195,047	(104,426)	-	137,834	228,455
Capital assets purchased on account	-	39,896	-	4,379	44,275
Disposal of capital assets	12,250	12,761	-	-	25,011

The notes to the financial statements are an integral part of this statement.

CITY OF ISANTI, MINNESOTA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUND
DECEMBER 31, 2015

	Agency 505 Escrow
ASSETS	
Cash and temporary investments	$ 72,340
Accounts receivable	6,981
TOTAL ASSETS	$ 79,321
LIABILITIES	
Accounts payable	$ 79,321

The notes to the financial statements are an integral part of this statement.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting entity

The City of Isanti, Minnesota (the City) operates under "Optional Plan A" form of government as defined in the State of Minnesota statutes. The City is governed by an elected Mayor and four-member City Council. The City Council exercises legislative authority and determines all matters of policy. The City Council appoints personnel responsible for the proper administration of all affairs relating to the City.

The City has considered all potential units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the primary government to impose its will on that organization or (2) the potential for the organization to provide specific benefits to, or impose specific financial burdens on the primary government. The blended component units, although legally separate entities are, in substance, part of the City's operations and so data from these units are combined with data of the City. The City has the following component unit:

Blended Component Unit. The Economic Development Authority (EDA) of the City was created pursuant to Minnesota statutes 469.090 through 469.108 to carry out economic and industrial development and redevelopment consistent with policies established by the City Council. The City has the authority to approve and modify the EDA's budget, and the City Council has the ability to veto, overrule, or modify the decisions of the EDA Board of Commissioners. The EDA is governed by a total of seven commissioners, two of which are residents and five are City Council members. The EDA activities are blended and reported as a special revenue fund due to substantively the same governing board and due to the City having operation responsibility. Separate financial statements are not issued for this component unit.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. *Governmental activities,* which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities,* which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues.*

Separate financial statements are provided for governmental funds, proprietary funds, and the fiduciary fund, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting,* as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the year in which the resources are measurable and become available.

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, grants, entitlement and donations. On an accrual basis, revenue from property taxes is recognized in the year for which the tax is levied. Revenue from grants, entitlements and donations is recognized in the year in which all eligibility requirements have been satisfied. Eligibility requirements include timing requirements, which specify the year when the resources are required to be used or the year when use is first permitted, matching requirements, in which the City must provide local resources to be used for a specified purpose, and expenditure requirements, in which the resources are provided to the City on a reimbursement basis. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned revenue arises when assets are recognized before revenue recognition criteria have been satisfied. Grants and entitlements received before eligibility requirements are met are also recorded as unearned revenue.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

The City reports the following major governmental funds:

The *General fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Debt Service funds* accounts for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the City is obligated in some manner for the payment.

The City reports the following major proprietary funds:

The *Water fund* accounts for the costs associated with the City's water system and ensure that user charges are sufficient to pay for those costs.

The *Sewer fund* accounts for the costs associated with the City's sewer system and ensure that user charges are sufficient to pay for those costs.

The *Liquor Store fund* accounts for the costs associated with the City's liquor operations.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Additionally, the City reports the following fund types:

Fiduciary fund accounts for assets held by the City in a trustee capacity or as an agent on behalf of others.

The *agency fund* is custodial in nature and does not present results of operations or have a measurement focus. Agency funds are accounted for using the modified accrual basis of accounting. This fund is used to account for assets that the City holds for others in an agency capacity.

As a general rule the effect of interfund activity has been eliminated from government-wide financial statements.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

D. Assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position/fund balance

Deposits and investments

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. The proprietary funds' portion in the government-wide cash and temporary investments pool is considered to be cash and cash equivalents for purposes of the statement of cash flows.

Cash balances from all funds are pooled and invested, to the extent available, in certificates of deposit and other authorized investments. Investments for the City are reported at fair value. It is the City's policy to refrain from investing in banks, savings and loan associations or credit unions whose equity to asset ratio is less than 10 percent. Earnings from such investments are allocated on the basis of applicable participation by each of the funds.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

The City may invest idle funds as authorized by Minnesota statutes, as follows:

1. Direct obligations or obligations guaranteed by the United States or its agencies.

2. Shares of investment companies registered under the Federal Investment Company Act of 1940 and received the highest credit rating, rated in one of the two highest rating categories by a statistical rating agency, and have a final maturity of thirteen months or less.

3. General obligations of a state or local government with taxing powers rated "A" or better; revenue obligations rated "AA" or better.

4. General obligations of the Minnesota Housing Finance Agency rated "A" or better.

5. Obligation of a school district with an original maturity not exceeding 13 months and (i) rated in the highest category by a national bond rating service or (ii) enrolled in the credit enhancement program pursuant to statute section 126C.55.

6. Bankers' acceptances of United States banks eligible for purchase by the Federal Reserve System.

7. Commercial paper issued by United States banks corporations or their Canadian subsidiaries, of highest quality category by at least two nationally recognized rating agencies, and maturing in 270 days or less.

8. Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the government entity, with banks that are members of the Federal Reserve System with capitalization exceeding $10,000,000, a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York, or certain Minnesota securities broker-dealers.

9. Guaranteed investment contracts (GIC's) issued or guaranteed by a United States commercial bank, a domestic branch of a foreign bank, a United States insurance company, or its Canadian subsidiary, whose similar debt obligations were rated in one of the top two rating categories by a nationally recognized rating agency.

Restricted assets

Certain proceeds of the City's enterprise fund refunding bonds are classified as restricted assets on the statements of net position.

Property taxes

The City Council annually adopts a tax levy in December and certifies it to the County for collection in the following year. The County is responsible for collecting all property taxes for the City. These taxes attach an enforceable lien on taxable property within the City on January 1 and are payable by the property owners in two installments. The taxes are collected by the County Auditor and tax settlements are made to the City during January, July and December each year.

Delinquent taxes receivable include the past six years' uncollected taxes. Delinquent taxes have been offset by a deferred inflow of resources for taxes not received within 60 days after year end in the governmental fund financial statements.

Accounts receivable

Accounts receivable include amounts billed for services provided before year end. Unbilled utility enterprise fund receivables are also included for services provided in 2015. The City annually certifies delinquent water and sewer accounts to the County for collection in the following year. Therefore, there has been no allowance for doubtful accounts established.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Special assessments

Special assessments represent the financing for public improvements paid for by benefiting property owners. These assessments are recorded as receivables upon certification to the County. Special assessments are recognized as revenue when they are received in cash or within 60 days after year end. All special assessments receivable are offset by a deferred inflow of resources in the governmental fund financial statements.

Interfund receivables and payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Inventories and prepaid items

Inventories are valued at lower of cost or market, using the first-in, first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital assets

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of one year.

In the case of initial capitalization of general infrastructure assets (i.e., those reported by governmental activities) the City chose to include items dating back to June 30, 1980. The City was able to estimate the historical cost for the initial reporting of these assets through backtrending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price-level index to deflate the cost to the acquisition year or estimated acquisition year). As the City constructs or acquires capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or extend its useful life beyond the original estimate. In the case of donations the City values these capital assets at the estimated fair value of the item at the date of its donation.

Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Useful Lives in Years
Buildings and structures	40
Infrastructure	10 to 50
Furniture and equipment	3 to 20
Improvements other than buildings	10 to 20

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Deferred outflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has only one item that qualifies for reporting in this category. Accordingly, the item, deferred pension resources, is reported only in the statements of net position. This item results from actuarial calculations and current year pension contributions made subsequent to the measurement date.

Pensions

For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Public Employees Retirement Association (PERA) and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA except that PERA's fiscal year end is June 30. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated absences

It is the City's policy to permit employees to accumulate a limited amount of earned but unused vacation, which is paid to the employee upon separation. A portion of unused sick leave may also be paid upon separation from City service. In governmental fund types the cost of these benefits is recognized when payments are made to the employees. The General fund is typically used to liquidate governmental compensated absences payable.

Long-term obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. The recognition of bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as an expense in the period incurred.

In the fund financial statements, governmental fund types recognized bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred inflows of resources

In addition to liabilities, the statement of financial position and fund financial statements will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources,* represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three types of items, *unavailable revenue* and *resources received in advance,* and *deferred pension resources.*

- *Unavailable revenue* arises only under a modified accrual basis of accounting that qualifies as needing to be reported in this category. Accordingly, the item, *unavailable revenue,* is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.
- *Resources received in advance* is reported in both the governmental fund financial statements and within the government-wide financial statements. This item is reported for amounts that have been received before time requirements are met, but after all other eligibility requirements have been met.
- *Deferred pension resources* is reported only in the statements of net position and results from actuarial calculations.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fund balance

In the fund financial statements, fund balance is divided into five classifications based primarily on the extent to which the City is bound to observe constraints imposed upon the use of resources reported in the governmental funds. These classifications are defined as follows:

Nonspendable - Amounts that cannot be spent because they are not in spendable form, such as prepaid items.

Restricted - Amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

Committed - Amounts constrained for specific purposes that are internally imposed by formal action (resolution) of the City Council, which is the City's highest level of decision-making authority. Committed amounts cannot be used for any other purpose unless the City Council modifies or rescinds the commitment by resolution.

Assigned - Amounts constrained for specific purposes that are internally imposed. In governmental funds other than the General fund, assigned fund balance represents all remaining amounts that are not classified as nonspendable and are neither restricted nor committed. In the General fund, assigned amounts represent intended uses established by the City Council itself or by an official to which the governing body delegates the authority. The City Council has adopted a fund balance policy which delegates the authority to assign amounts for specific purposes to the Finance Committee.

Unassigned - The residual classification for the General fund and also negative residual amounts in other funds.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made. The City has formally adopted a fund balance policy for the General fund. The City's policy is to maintain a minimum unassigned fund balance of 50 percent of the following year's budgeted expenditures and transfers out.

Net position

Net position represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources. Net position is displayed in three components:

a. Net investment in capital assets - Consists of capital assets, net of accumulated depreciation reduced by any outstanding debt attributable to acquire capital assets.

b. Restricted net position - Consists of net position balances restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, laws or regulations of other governments.

c. Unrestricted net position - All other net position balances that do not meet the definition of "restricted" or "net investment in capital assets".

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Note 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

A. Budgetary information

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for the following funds:

- General
- Economic Development Authority
- Water
- Sewer
- Storm Water
- Liquor

All annual appropriations lapse at year end. The City does not use encumbrance accounting.

In May of each year, all departments of the City submit requests for appropriations to the City Administrator so that a budget may be prepared. Before September 30th, the proposed budget is presented to the City Council for review. The City Council holds public hearings and a final budget is prepared and adopted in early December.

The appropriated budget is prepared by fund, function and department. The City's department heads may make transfers of appropriations within a department. Transfers of appropriations between departments require the approval of the City Council. The legal level of budgetary control is the department level. The original budget was amended in 2015 to increase expenditures $28,414 for a total budgeted decrease in fund balance of $1,008,219.

B. Deficit fund equity

The following funds had deficit fund equity at December 31, 2015.

Fund	Amount
Nonmajor	
Economic Development Authority	$ 251
2013 Railroad Avenue & Walk Improvements	561,065
BMX & Bluebird Improvements	146,872
Public Works 2014 Site Improvements	5,711
City Parking Improvements	50,410

These deficits will be eliminated with future state aid, franchise taxes, and transfers from other funds.

Note 3: DETAILED NOTES ON ALL FUNDS

A. Deposits and investments

Deposits

Custodial credit risk for deposits and investments is the risk that in the event of a bank failure, the City's deposits and investments may not be returned or the City will not be able to recover collateral securities in the possession of an outside party. In accordance with Minnesota statutes and as authorized by the City Council, the City maintains deposits at those depository banks, all of which are members of the Federal Reserve System.

Minnesota statutes require that all City deposits be protected by insurance, surety bond or collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by insurance, bonds, or irrevocable standby letters of credit from Federal Home Loan Banks. Authorized collateral in lieu of a corporate surety bond includes:

- United States government Treasury bills, Treasury notes, Treasury bonds;
- Issues of United States government agencies and instrumentalities as quoted by a recognized industry quotation service available to the government entity;
- General obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;
- General obligation securities of a local government with taxing powers may be pledged as collateral against funds deposited by that same local government entity;
- Irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc., or Standard & Poor's Corporation; and
- Time deposits that are fully insured by any federal agency.

Minnesota statutes require that all collateral shall be placed in safekeeping in a restricted account at a Federal Reserve Bank, or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. The selection should be approved by the City.

At year end, the City's carrying amount of deposits was $2,979,135 and the bank balance was $3,127,179. Of the bank balance, $358,990 was covered by federal depository insurance and $2,031 was covered by the national credit union share insurance fund. The remaining balance was covered by collateral held by the City's agent in the City's name.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

Investments

The investments of the City are subject to the following risks:

- *Credit Risk* is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Ratings provided by various credit rating agencies where applicable indicate associated credit risk. The City's investments in Government Agencies are fully backed by the U.S. Government and are rated AAA.

- *Custodial Credit Risk* for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party. The City limits its exposure to custodial credit risk by purchasing insured or registered investments.

- *Interest Rate Risk* is the risk that changes in interest rates will adversely affect the fair value of an investment. Using the segmented time distribution method, the interest rate risk of these investments ranges from less than 6 months to more than 3 years.

- *Concentration of Credit Risk* is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City places no limit on the amount that may be invested in any one issuer. The City has invested more than 5 percent of investments in the following issuers: Federal Home Loan Bank System – 12.7 percent, U.S. Treasury Securities – 6.9 percent.

At year end, the City's investment balances were as follows:

Types of Investments	Credit Quality/ Ratings (1)	Segmented Time Distribution (2)	Fair Value and Carrying Amount
Pooled investments			
Broker Money Markets	N/A	less than 6 months	$ 1,012,428
Non-pooled investments			
Negotiable CDs	N/A	6 months to 1 year	250,000
Negotiable CDs	N/A	1 to 3 years	1,527,000
Negotiable CDs	N/A	more than 3 years	1,460,851
U.S. Treasury Securities	AAA	1 to 3 years	403,445
U.S. Government Agency Securities	AAA	more than 3 years	1,194,078
Total non-pooled investments			4,835,374
Total investments			$ 5,847,802

(1) Ratings are provided by various credit rating agencies where applicable to indicate associated credit risk.
(2) Interest rate risk is disclosed using the segmented time distribution method.
N/A Indicates not applicable or available.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

A reconciliation of cash and investments as shown on the statement of net position for the City follows:

	Primary Government	Agency Fund	Totals
Carrying amount of deposits	$ 2,906,795	$ 72,340	$ 2,979,135
Investments	5,847,802	-	5,847,802
Cash on hand	3,224	-	3,224
Total	$ 8,757,821	$ 72,340	$ 8,830,161
Cash and temporary investments			
Unrestricted	$ 8,354,376	$ 72,340	$ 8,426,716
Cash with fiscal agent	403,445	-	403,445
Total	$ 8,757,821	$ 72,340	$ 8,830,161

B. Loans receivables

In 2008, the City's Revolving Loan fund loaned $194,000 to EverCat Fuels for 10 years at 3 percent interest. The monthly payment is $1,873 with the final payment being due in 2018. The loan was originated through the Minnesota Investment Fund and the City has agreed to remit 80 percent of the loan received back to the state. As of December 31, 2015, the loan receivable was $62,703.

In 2011, the City's Revolving Loan fund loaned $50,000 to H.M. Chris, LLC for 10 years at 3 percent interest. The monthly payment is $529. As of December 31, 2015, the loan receivable was $31,691.

In 2012, the City's Revolving Loan fund loaned $22,500 to K & D Investments for 10 years at 3 percent interest. The monthly payment is $298. As of December 31, 2015, the loan receivable was $12,088.

In 2013, the City's Revolving Loan fund loaned $25,000 to JAC Properties for 7 years at 3 percent interest. The monthly payment is $331. As of December 31, 2015, the loan receivable was $17,821.

In 2013, the City's Revolving Loan fund loaned $25,000 to the Isanti Parkway Center for 7 years at 3 percent interest. The monthly payment is $331. As of December 31, 2015, the loan receivable was $16,744.

In 2015, the City's Revolving Loan fund loaned $17,500 to Mom's Food Co-op Inc. for 5 years at 3 percent interest. The monthly payment is $315. As of December 31, 2015, the loan receivable was $14,484.

In 2015, the City's Revolving Loan fund loaned $427,000 to Mom's Food Co-op Inc. for 7 years at zero percent interest. The monthly payment is $321. As of December 31, 2015, the loan receivable was $427,000.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

C. Interfund receivables, payables and transfers

The Sewer enterprise fund loaned the Municipal Expansion fund $450,000 in 2005 to provide for future costs associated with a new City hall. In 2008, the Sewer enterprise fund loaned another $53,527 to the Municipal Expansion fund. The loan is interest free, is due in 2015, and budgeted payments will be made each year. The loan was paid off in 2015.

In 2009, the Sewer enterprise fund advanced funds to the General fund to cover the City portion of the 2009 Street Improvements. Future General fund property tax levies will be utilized to repay the advance. Repayments will include interest of 3.25 percent. An additional $23,274 was borrowed between the funds in 2010. The outstanding balance at December 31, 2015 is $38,794.

In 2011, the Water and Sewer enterprise funds each loaned $15,897 to the General fund to cover the City portion of the Deer Haven Improvements. General fund property tax levies will be utilized to repay these advances. Repayments are interest free. The outstanding balance at December 31, 2015 is $19,076.

In 2013, General fund loaned $11,459 to the Technology fund to cover costs associated with technology expenses. The loan is interest free, is due in 2016, and budgeted payments will be made each year. The outstanding balance at December 31, 2015 is $3,820.

In 2013, the General fund loaned $87,145 and the Water and Sewer enterprise funds each loaned $43,573 to the 2013 Railroad Ave and Walk Improvement fund to cover the City portion of the 2013 Railroad Avenue and Walk Improvement project. Future Minnesota State Construction Aid will be utilized to repay these advances. Repayments are interest free. The loan was paid off in 2015.

Interfund transfers

The following interfund transfers were made during 2015:

	Transfer in			
Fund	General	Debt Service	Nonmajor Governmental	Total
Transfer out				
General	$ -	$ -	$ 399,818	$ 399,818
Nonmajor Governmental	16,150	-	276,617	292,767
Water	-	4,377	-	4,377
Sewer	-	35,013	-	35,013
Liquor Store	300,000	-	-	300,000
Nonmajor Enterprise - Storm Water	-	-	94,368	94,368
Total transfers in	$ 316,150	$ 39,390	$ 770,803	$ 1,126,343

During the year, transfers are used to 1) move General fund resources to other funds to cover interfund loan payments, 2) move General fund resources to provide an annual contribution for economic development, 3) transfer water and sewer resources to cover a portion of debt payments and 4) move liquor store resources to the General fund for operations. Further, during the year ended December 31, 2015, the City made the following one-time transfers:

1) Transfers of $228,172, $276,617 and $94,368 from the General fund, nonmajor governmental funds and the Storm Water fund, respectively, to various nonmajor governemental funds to provide funding for 2015 capital improvement projects.

2) The General fund transferred $29,627 to the nonmajor governmental funds to pay off an interfund loan.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

D. Capital assets

Capital asset activity for the year ended December 31, 2015 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities				
Capital assets not being depreciated				
Land	$ 2,455,666	$ 19,000	$ (50,400)	$ 2,424,266
Construction in progress	3,276,333	782,047	(3,994,773)	63,607
Total capital assets not being depreciated	5,731,999	801,047	(4,045,173)	2,487,873
Capital assets, being depreciated				
Land improvements	440,300	-	-	440,300
Buildings	3,128,592	2,460,482	(31,342)	5,557,732
Infrastructure	20,867,619	1,677,822	-	22,545,441
Machinery and equipment	1,310,082	7,958	-	1,318,040
Vehicles	273,163	27,712	-	300,875
Total capital assets being depreciated	26,019,756	4,173,974	(31,342)	30,162,388
Less accumulated depreciation for				
Land improvements	(422,452)	(5,896)	-	(428,348)
Buildings	(1,456,359)	(85,719)	5,311	(1,536,767)
Infrastructure	(8,110,715)	(1,061,621)	-	(9,172,336)
Machinery and equipment	(704,906)	(76,766)	-	(781,672)
Vehicles	(210,070)	(23,164)	-	(233,234)
Total accumulated depreciation	(10,904,502)	(1,253,166)	5,311	(12,152,357)
Total capital assets being depreciated, net	15,115,254	2,920,808	(26,031)	18,010,031
Governmental activities capital assets, net	$ 20,847,253	$ 3,721,855	$ (4,071,204)	$ 20,497,904

Depreciation expense was charged to functions of the governmental activities as follows:

General government	$ 65,548
Public safety	27,361
Public works	1,032,596
Culture and recreation	127,661
Total depreciation expense - governmental activities	$ 1,253,166

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities				
Capital assets not being depreciated				
Land	$ 73,237	$ 21,000	$ -	$ 94,237
Construction in progress	618,795	266,568	(693,858)	191,505
Total capital assets not being depreciated	692,032	287,568	(693,858)	285,742
Capital assets being depreciated				
Land improvements	176,663	91,575	-	268,238
Buildings	367,418	37,156	(30,113)	374,461
Infrastructure	33,572,662	759,088	-	34,331,750
Machinery and equipment	695,369	423,473	(109,281)	1,009,561
Vehicles	24,339	18,774	-	43,113
Total capital assets being depreciated	34,836,451	1,330,066	(139,394)	36,027,123
Less accumulated depreciation for				
Land improvements	(175,999)	-	-	(175,999)
Buildings	(166,327)	(15,617)	5,102	(176,842)
Infrastructure	(7,067,832)	(789,106)	-	(7,856,938)
Machinery and equipment	(483,624)	(59,552)	109,281	(433,895)
Vehicles	(20,138)	(2,234)	-	(22,372)
Total accumulated depreciation	(7,913,920)	(866,509)	114,383	(8,666,046)
Total capital assets being depreciated, net	26,922,531	463,557	(25,011)	27,361,077
Business-type activities capital assets, net	$ 27,614,563	$ 751,125	$ (718,869)	$ 27,646,819

Depreciation expense was charged to programs of the business-type activities as follows:

Water	$ 370,246
Sewer	460,959
Storm water	20,409
Liquor store	14,895
Total depreciation expense - business-type activities	$ 866,509

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

Construction commitments

As of December 31, 2015, the City has a signed contract in place for the following construction projects. The following summarizes those commitments:

Project	Spent-to-Date	Remaining Commitment
Railroad Avenue Pond	$ 2,803	$ 91,319

E. Long-term debt

General obligation (G.O.) bonds

The City issues G.O. bonds to provide funds for the acquisition and construction of major capital facilities. G.O. bonds have been issued for both general government and business-type activities. These bonds are reported in the proprietary funds if they are expected to be repaid from proprietary fund revenues. In addition, bonds have been issued to refund G.O. bonds.

G.O. bonds are direct obligations and pledge the full faith and credit of the government. G.O. bonds currently outstanding are as follows:

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Tax Abatement Bonds, Series 2014A	$ 2,560,000	0.50-2.50 %	10/01/14	02/01/30	$ 2,560,000
G.O. Bonds, Series 2014B	1,420,000	0.50-2.50	10/01/14	02/01/24	390,000
Total G.O. bonds					$ 2,950,000

Annual debt service requirements to maturity for the G.O. bonds are as follows:

Year Ending December 31,	Governmental Activities		
	Principal	Interest	Total
2016	$ 170,000	$ 69,093	$ 239,093
2017	195,000	66,003	261,003
2018	195,000	62,573	257,573
2019	200,000	59,013	259,013
2020	205,000	55,266	260,266
2021-2025	1,025,000	210,526	1,235,526
2026-2030	960,000	79,981	1,039,981
Total	$ 2,950,000	$ 602,455	$ 3,552,455

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

G.O. revenue bonds

The following bonds were issued to finance capital improvements in the enterprise funds. They will be repaid from future net revenues pledged from the Water and Sewer funds and are backed by the taxing power of the City. Annual principal and interest payments on the bonds and enterprise G.O. improvement bonds are expected to require over 87 and 51 percent of net revenues from the Water and Sewer funds, respectively. Principal and interest paid for 2015 and total customer net revenues for the Water fund were $796,978 and $916,941, respectively. Principal and interest paid for 2015 and total customer net revenues for the Sewer fund were $702,174 and $1,375,981 respectively.

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
MPFA - Sewer Revenue Bonds, Series 1996B	$ 4,682,145	2.63 %	12/21/96	08/20/17	$ 517,524
MPFA - Sewer Revenue Bonds, Series 1996A	3,477,855	-	10/17/96	08/20/18	521,675
MPFA - Water Revenue Bonds, Series 2007A	965,000	2.63	07/10/08	08/20/26	620,000
MPFA - Water Revenue Bonds, Series 2008	4,975,427	3.04	10/07/08	08/20/28	3,676,056
G.O. Water Revenue Bonds, Series 2008B	570,000	3.25-5.25	12/23/08	12/01/16	425,000
G.O. Crossover Refunding Bonds, Series 2009A	510,000	1.75-3.50	02/26/09	12/01/19	215,000
G.O. Utility Revenue Bonds, Series 2010A	835,000	2.00-3.70	07/01/10	12/01/24	525,000
MPFA - Water Revenue Bonds, Series 2011	479,047	1.533	11/23/11	08/20/31	566,000
G.O. Utility Revenue Bonds, Series 2014B	1,030,000	0.50-2.50	10/01/14	02/01/25	1,030,000
Total G.O. revenue bonds					$ 8,096,255

- The 1996A Bonds are forgivable due to provisions of an agreement with the State of Minnesota. The forgiveness is recognized annually as each installment is due. The total forgiven in 2015 was $173,893.

Annual debt service requirements to maturity for the G.O. revenue bonds are as follows:

Year Ending December 31,	Business-type Activities		
	Principal	Interest	Total
2016	$ 1,360,554	$ 209,752	$ 1,570,306
2017	965,755	170,098	1,135,853
2018	716,890	151,569	868,459
2019	553,000	137,487	690,487
2020	508,000	122,704	630,704
2021-2025	2,721,000	396,459	3,117,459
2026-2030	1,232,056	73,587	1,305,643
2031	39,000	598	39,598
Total	$ 8,096,255	$ 1,262,254	$ 9,358,509

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

G.O. improvement (special assessment) bonds

The following bonds were issued to finance various improvements and will be repaid from special assessments levied on the properties benefiting from the improvements and/or ad valorem tax levies. All special assessment debt is backed by the full faith and credit of the City. Each year the combined assessment and tax levy equals 105 percent of the amount required for debt service. The excess of 5 percent is to cover any delinquencies in tax or assessment payments. The business-type bonds will be repaid from special assessments and future net revenues pledged from the Water and Sewer funds and are backed by the taxing power of the City.

Description	Authorized and Issued	Interest Rate	Issue Date	Maturity Date	Balance at Year End
G.O. Improvement Bonds, Series 2006A	$ 2,355,000	4.00-4.10 %	07/11/06	01/01/17	$ 285,000
G.O. Improvement Bonds, Series 2008A	1,275,000	2.50-4.25	12/23/08	12/01/18	400,000
G.O. Crossover Refunding Bonds, Series 2009A	610,000	1.75-3.10	02/26/09	12/01/17	165,000
G.O. Improvement Refunding Bonds, Series 2010B	1,825,000	2.00-3.20	12/01/10	12/01/21	1,335,000
G.O. Improvement Bonds, Series 2011A	790,000	0.60-2.70	09/29/11	02/01/22	575,000
G.O. Refunding Bonds, Series 2013A	2,160,000	0.35-2.50	02/01/13	12/01/28	435,000
Total G.O. improvement bonds					$ 3,195,000

Annual debt service requirements to maturity for the G.O. improvement bonds are as follows:

Year Ending December 31,	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2016	$ 650,000	$ 82,704	$ 732,704	$ -	$ 7,990	$ 7,990
2017	375,000	60,668	435,668	35,000	7,990	42,990
2018	365,000	49,053	414,053	30,000	7,640	37,640
2019	370,000	38,753	408,753	35,000	7,340	42,340
2020	450,000	28,631	478,631	35,000	6,990	41,990
2020-2024	550,000	16,791	566,791	180,000	25,815	205,815
2025-2028	-	-	-	120,000	6,000	126,000
Total	$ 2,760,000	$ 276,600	$ 3,036,600	$ 435,000	$ 69,765	$ 504,765

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

Changes in long-term liabilities

Long-term liability activity for the year ended December 31, 2015 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental activities					
Bonds payable					
General obligation bonds	$ 2,950,000	$ -	$ -	$ 2,950,000	$ 170,000
G.O. improvement bonds	3,380,000	-	(620,000)	2,760,000	650,000
Unamortized premium on bonds	53,167	-	(3,502)	49,665	-
Total bonds payable	6,383,167	-	(623,502)	5,759,665	820,000
Pension liability					
GERF	-	745,706 *	(20,659)	725,047	-
PEPFF	-	749,900 *	(45,435)	704,465	-
Compensated absences payable	194,920	220,000	(175,178)	239,742	180,646
Governmental activities long-term liabilities	$ 6,578,087	$ 1,715,606	$ (864,774)	$ 7,428,919	$ 1,000,646
Business-type activities					
Bonds payable					
G.O. revenue bonds	$ 8,951,215	$ -	$ (854,960)	$ 8,096,255	$ 1,360,554
G.O. improvement bonds	1,015,000	-	(580,000)	435,000	-
Total bonds payable	9,966,215	-	(1,434,960)	8,531,255	1,360,554
Pension liability					
GERF	-	421,649 *	(11,724)	409,925	-
Compensated absences payable	48,221	45,139	(43,337)	50,023	37,692
Business-type activities long-term liabilities	$ 10,014,436	$ 466,788	$ (1,490,021)	$ 8,991,203	$ 1,398,246

* Includes January 1, 2015 pension liability balance related to GASB Statement No. 68 implementation. See Note 7 for further details.

Conduit debt

The City has issued industrial revenue notes to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payment received on the underlying loans. Upon repayment of the notes, ownership of the acquired facilities transfers to the private sector entity served by the note issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the notes. Accordingly, the notes are not reported as liabilities in the accompanying financial statements.

As of December 31, 2015, there was one issue of industrial revenue notes outstanding, with a principal amount payable of $88,224.

Note 3: DETAILED NOTES ON ALL FUNDS - CONTINUED

F. Components of fund balance

At December 31, 2015, portions of the City's fund balance are not available for appropriation due to not being in spendable form (Nonspendable), legal restrictions (Restricted), City Council action (Committed), policy and/or intent (Assigned). The following is a summary of the components of fund balance:

	General	Debt Service	BMX & Bluebird Improvements	Other Governmental Funds	Total Governmental Funds
Nonspendable					
Prepaid items	$ 16,873	$ -	$ -	$ 1,479	$ 18,352
Restricted for					
Debt service	$ -	$ 1,507,296	$ -	$ -	$ 1,507,296
Park improvements	-	-	-	14,018	14,018
Public safety	-	-	-	7,679	7,679
Community center improvements	-	-	-	10,000	10,000
Economic development	-	-	-	746,631	746,631
Total restricted	$ -	$ 1,507,296	$ -	$ 778,328	$ 2,285,624
Committed to					
Capital projects	$ -	$ -	$ -	$ 989,856	$ 989,856
Culture and recreation	-	-	-	2,681	2,681
Economic development	-	-	-	5,946	5,946
City technology improvements	-	-	-	4,562	4,562
Total committed	$ -	$ -	$ -	$ 1,003,045	$ 1,003,045
Assigned to					
Park improvements	$ -	$ -	$ -	$ 4,365	$ 4,365

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE

A. Plan description

The City participates in the following cost-sharing multiple-employer defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA's defined benefit pension plans are established and administered in accordance with Minnesota statutes, chapters 353 and 356. PERA's defined benefit pension plans are tax qualified plans under Section 401 (a) of the Internal Revenue Code.

General Employees Retirement Fund (GERF)

All full-time and certain part-time employees of the City, are covered by the General Employees Retirement Fund (GERF). GERF members belong to either the Coordinated Plan or the Basic Plan. Coordinated Plan members are covered by Social Security and Basic Plan members are not. The Basic Plan was closed to new members in 1967. All new members must participate in the Coordinated Plan.

Public Employees Police and Fire Fund (PEPFF)

The PEPFF, originally established for police officers and firefighters not covered by a local relief association, now covers all police officers and firefighters hired since 1980. Effective July 1, 1999, the PEPFF also covers police officers and firefighters belonging to a local relief association that elected to merge with and transfer assets and administration to PERA.

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

B. Benefits provided

PERA provides retirement, disability and death benefits. Benefit provisions are established by Minnesota statute and can only be modified by the state legislature.

Benefit increases are provided to benefit recipients each January. Increases are related to the funding ratio of the plan. Members in plans that are at least 90 percent funded for two consecutive years are given 2.5 percent increases. Members in plans that have not exceeded 90 percent funded, or have fallen below 80 percent, are given 1 percent increases.

The benefit provisions stated in the following paragraphs of this section are current provisions and apply to active plan participants. Vested, terminated employees who are entitled to benefits but are not receiving them yet are bound by the provisions in effect at the time they last terminated their public service.

GERF benefits

Benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service. Two methods are used to compute benefits for PERA's Coordinated and Basic Plan members. The retiring member receives the higher of a step-rate benefit accrual formula (Method 1) or a level accrual formula (Method 2). Under Method 1, the annuity accrual rate for a Basic Plan member is 2.2 percent of average salary for each of the first ten years of service and 2.7 percent for each remaining year. The annuity accrual rate for a Coordinated Plan member is 1.2 percent of average salary for each of the first ten years and 1.7 percent for each remaining year. Under Method 2, the annuity accrual rate is 2.7 percent of average salary for Basic Plan members and 1.7 percent for Coordinated Plan members for each year of service. For members hired prior to July 1, 1989, a full annuity is available when age plus years of service equal 90 and normal retirement age is 65. For members hired on or after July 1, 1989, normal retirement age is the age for unreduced Social Security benefits capped at 66.

PEPFF benefits

Benefits for the PEPFF members first hired after June 30, 2010, but before July 1, 2014, vest on a prorated basis from 50 percent after five years up to 100 percent after ten years of credited service. Benefits for PEPFF members first hired after June 30, 2014, vest on a prorated basis from 50 percent after ten years up to 100 percent after twenty years of credited service. The annuity accrual rate is 3 percent of average salary for each year of service.

For PEPFF who were first hired prior to July 1, 1989, a full annuity is available when age plus years of service equal at least 90.

C. Contributions

Minnesota statutes, chapter 353 sets the rates for employer and employee contributions. Contribution rates can only be modified by the state legislature.

GERF contributions

Basic Plan members and Coordinated Plan members were required to contribute 9.10 percent and 6.50 percent, respectively, of their annual covered salary in calendar year 2015. The City was required to contribute 11.78 percent of pay for Basic Plan members and 7.50 percent for Coordinated Plan members in calendar year 2015. The City's contributions to the GERF for the years ending December 31, 2015, 2014 and 2013 were $97,034, $90,186 and $79,524, respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

PEPFF contributions

Plan members were required to contribute 10.8 percent of their annual covered salary in calendar year 2015. The City was required to contribute 16.20 percent of pay for PEPFF members in calendar year 2015. The City's contributions to the PEPFF for the years ending December 31, 2015, 2014 and 2013 were $98,214, $83,216 and $80,911, respectively. The City's contributions were equal to the contractually required contributions for each year as set by Minnesota statute.

D. Pension costs

GERF pension costs

At December 31, 2015, the City reported a liability of $1,134,972 for its proportionate share of the GERF's net pension liability. The net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2014 through June 30, 2015 relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2015, the City's proportionate share was 0.0219 percent which was a decrease of 0.0005 percent from its proportion measured as of June 30, 2014.

For the year ended December 31, 2015, the City recognized pension expense of $115,115 for its proportionate share of GERF's pension expense.

At December 31, 2015, the City reported its proportionate share of GERF's deferred outflows of resources and deferred inflows of resources, and its contributions subsequent to the measurement date, from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 10,766	$ 57,222
Changes in actuarial assumptions	70,441	-
Net difference between projected and actual earnings on plan investments	-	101,034
Changes in proportion	-	20,289
Contributions to GERF subsequent to the measurement date	47,837	-
Total	$ 129,044	$ 178,545

Deferred outflows of resources totaling $47,837 related to pensions resulting from the City's contributions to GERF subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2016. Other amounts reported as deferred outflows and inflows of resources related to GERF pensions will be recognized in pension expense as follows:

2016	$ (27,864)
2017	(27,864)
2018	(68,468)
2019	26,858

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

PEPFF pension costs

At December 31, 2015, the City reported a liability of $704,465 for its proportionate share of the PEPFF's net pension liability. The net pension liability was measured as of June 30, 2015, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's contributions received by PERA during the measurement period for employer payroll paid dates from July 1, 2014 through June 30, 2015 relative to the total employer contributions received from all of PERA's participating employers. At June 30, 2015, the City's proportionate share was 0.0620 percent which was a decrease of 0.001 percent from its proportion measured as of June 30, 2014.

For the year ended December 31, 2015, the City recognized pension expense of $69,474 for its proportionate share of PEPFF's pension expense. The City also recognized $5,580 for the year ended December 31, 2015, as pension revenue for its proportionate share of the State of Minnesota's on-behalf contributions to the PEPFF. Legislation passed in 2013 required the State of Minnesota to begin contributing $9 million to the PEPFF each year, starting in fiscal year 2014.

At December 31, 2015, the City reported its proportionate share of PEPFF's deferred outflows of resources and deferred inflows of resources, and its contributions subsequent to the measurement date, from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 762	$ 114,241
Changes in actuarial assumptions	133,884	-
Net difference between projected and actual earnings on plan investments	-	125,071
Changes in proportion	-	11,178
Contributions to PEPFF subsequent to the measurement date	52,587	-
Total	$ 187,233	$ 250,490

Deferred outflows of resources totaling $52,587 related to pensions resulting from the City's contributions to PEPFF subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2016. Other amounts reported as deferred outflows and inflows of resources related to GERF pensions will be recognized in pension expense as follows:

2016	$ (43,342)
2017	(43,342)
2018	(43,342)
2019	39,262
2020	(25,080)

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

E. Actuarial assumptions

The total pension liability in the June 30, 2015 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.75% per year
Active member payroll growth	3.50% per year
Investment rate of return	7.90%

Salary increases were based on a service-related table. Mortality rates for active members, retirees, survivors and disabilitants were based on RP-2000 tables for males or females, as appropriate, with slight adjustments. Cost of living benefit increases for retirees are assumed to be: 1 percent effective every January 1st until 2034, then 2.5 percent for GERF and PEPFF.

Actuarial assumptions used in the June 30, 2015 valuation were based on the results of actuarial experience studies. The experience study in the GERF was for the period July 1, 2004 through June 30, 2008, with an update of economic assumptions in 2014. The experience study for PEPFF was for the period July 1, 2004, through June 30, 2009.

There were no changes in actuarial assumptions in 2015.

The long-term expected rate of return on pension plan investments is 7.9 percent. The State Board of Investment, which manages the investments of PERA, prepares an analysis of the reasonableness of the long-term expected rate of return on a regular basis using a building-block method in which best-estimate ranges of expected future rates of return are developed for each major asset class. These ranges are combined to produce an expected long-term rate of return by weighting the expected future rates of return by the target asset allocation percentages. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Expected Real Rate of Return
Domestic stocks	45.00 %	5.50 %
International stocks	15.00	6.00
Bonds	18.00	1.45
Alternative assets	20.00	6.40
Cash	2.00	0.50
Total	100.00 %	

F. Discount rate

The discount rate used to measure the total pension liability was 7.9 percent. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, each of the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Note 4: DEFINED BENEFIT PENSION PLANS - STATEWIDE - CONTINUED

G. Pension liability sensitivity

The following presents the City's proportionate share of the net pension liability for all plans it participates in, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate 1 percentage point lower or 1 percentage point higher than the current discount rate:

	City Proportionate Share of NPL		
	1 Percent Decrease (6.90%)	Current (7.90%)	1 Percent Increase (8.90%)
GERF	$ 1,784,579	$ 1,134,972	$ 598,496
PEPFF	1,373,010	704,465	152,131

H. Pension plan fiduciary net position

Detailed information about each defined benefit pension plan's fiduciary net position is available in a separately-issued PERA financial report that includes financial statements and required supplementary information. That report may be obtained on the Internet at www.mnpera.org; by writing to PERA at 60 Empire Drive #200, St. Paul, Minnesota, 55103-2088; or by calling (651) 296-7460 or (800) 652-9026.

Note 5: OTHER INFORMATION

A. Legal debt margin

In accordance with Minnesota statutes, the City may not incur or be subject to net debt in excess of three percent of the estimated market value of taxable property within the City. Net debt is payable solely from ad valorem taxes and, therefore, excludes debt financed partially or entirely by special assessments, enterprise fund revenues, or tax increments. As of December 31, 2015, the market value of property within the City is $269,093,600 for an allowable margin of $8,072,808. There is $2,950,000 of outstanding debt at year end that is applied against the statutory debt limit.

B. Risk management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the City carries insurance. The City obtains insurance through participation in the League of Minnesota Cities Insurance Trust (LMCIT), which is a risk sharing pool with approximately 800 other governmental units. The City pays an annual premium to LMCIT for its workers compensation and property and casualty insurance. The LMCIT is self-sustaining through member premiums and will reinsure for claims above a prescribed dollar amount for each insurance event. Settled claims have not exceeded the City's coverage in any of the past three fiscal years.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities, if any, include an amount for claims that have been incurred but not reported (IBNRs). The City's management is not aware of any incurred but not reported claims.

Note 5: OTHER INFORMATION - CONTINUED

C. Isanti Area Joint Operating Fire Board District

In October of 2002, the City and the towns of Athens, Bradford, Isanti, Oxford, Spencer Brook and Stanford, entered a joint powers agreement to acquire and pay for new fire department substations in the townships. The City shall deposit in advance quarterly contributions with the treasurer of the Isanti Area Joint Operating Fire fund. The amount of the quarterly contributions to the fund shall be according to the proportions established in the fire protection contract. Upon termination of the agreement, any real property or buildings owned by the Board shall become the sole property of the City or Township in which the property lies. The City contributed $180,256 to the Board in 2015. The City's equity interest and its share of the net income (loss) of the District is not measurable and it is not explicit; therefore, no equity interest is reported in the government-wide financial statements.

D. Cambridge-Isanti Bike-Walk Trail

On September 8, 2008, the City entered into a joint and cooperative agreement with Isanti County, Isanti Township, and the City of Cambridge for the construction, operation, and maintenance of a bike-walk trail that connects the cities of Cambridge and Isanti. The trail was constructed with Federal and State grants received by Isanti County and the City of Cambridge. Isanti is responsible for maintaining and operating the part of the trail lying south of the centerline of the right of way of 301st Avenue. The agreement will terminate after 20 years. The City contributed $10,840 to the cooperative during 2015.

E. North Trunk Highway 65 Corridor Coalition

On September 19, 2006, the City of Isanti joined the North Trunk Highway 65 Corridor Coalition. The Coalition consists of cities, counties, and towns from Highway 10 in Blaine to the northern reaches of Kanabec County. The agreement states that the City must support the preservation and upgrade of the corridor to meet future transportation needs for various modes including, but not limited to, highway improvements, bus improvements, commuter, freight rail, multi-use paths, and Intelligent Transportation Systems (ITS). The City paid dues of $250 to the Coalition during 2015.

F. Minnesota Department of Transportation Partnership Agreement

On June 3, 2008, the City entered into a partnership agreement with the Minnesota Department of Transportation to undertake collaborative efforts for the design, construction, maintenance, and operation of state and local roads. The agreement allows both parties to write work orders against a master contract without prior City Council consent to ensure the greatest speed and flexibility in responding to identified needs. This agreement was renewed by the City Council on December 18, 2012 and will remain in effect for five years.

Note 6: COMMITMENTS AND CONTINGENCIES

A. Concentrations

The City receives a significant amount of its annual General fund revenue from the State of Minnesota from the Local Government Aid (LGA). The amount received in 2015 was $571,231 for LGA. This accounted for 23 percent of General fund revenues.

B. Tax increment districts

The City's tax increment districts are subject to review by the State of Minnesota Office of the State Auditor (OSA). Any disallowed claims or misuse of tax increments could become a liability of the applicable fund. Management has indicated that they are not aware of any instances of noncompliance which would have a material effect on the financial statements.

Note 7: CHANGE IN ACCOUNTING STANDARDS

During 2015, the City implemented several new accounting pronouncements issued by the Governmental Accounting Standards Board (GASB), including Statement No. 68, *Accounting and Financial Reporting for Pensions - an Amendment of GASB Statement No. 27* and Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date - an Amendment of GASB Statement No. 68,* for the year ended December 31, 2015. These standards required a retroactive implementation which resulted in the restatement of beginning balances in the December 31, 2014 financial statements. Changes related to these standards are reflected in the financial statements and schedules and related disclosures are included in Note 4.

As a result of the restatement of beginning balances, the following schedule reconciles the previously reported December 31, 2014 balances to the December 31, 2015 financial statements:

	December 31, 2015		
Fund	Net Position January 1, 2015 as Previously Reported	Prior Period Restatement (1)	Net Position January 1, 2015 as Restated
Governmental activities	$ 20,392,413	$ (1,549,272)	$ 18,843,141
Business-type activities	$ 23,152,365	$ (419,160)	$ 22,733,205
Business-type activities			
Water	$ 7,748,325	$ (111,520)	$ 7,636,805
Sewer	14,037,115	(135,705)	13,901,410
Stormwater	171,380	(27,326)	144,054
Liquor	1,195,545	(144,609)	1,050,936
Total business-type activities	$ 23,152,365	$ (419,160)	$ 22,733,205

(1) To record beginning net pension liability, deferred inflows of resources, and deferred outflow of resources at December 31, 2014.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

CITY OF ISANTI, MINNESOTA
REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2015

Schedule of employer's share of PERA net pension liability - General Employees Retirement Fund

Fiscal Year Ending	City's Proportion of the Net Pension Liability	City's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the City (b)	Total (a+b)	City's Covered Payroll (c)	City's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll ((a+b)/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/15	0.0219 %	$ 1,134,972	$ -	$ 1,134,972	$ 1,284,484	88.4 %	78.2 %

Schedule of employer's PERA contributions - General Employees Retirement Fund

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	City's Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
12/31/15	$ 97,034	$ 97,034	$ -	$ 1,293,787	7.5 %

Schedule of employer's share of PERA net pension liability - Public Employees Police and Fire Fund

Fiscal Year Ending	City's Proportion of the Net Pension Liability	City's Proportionate Share of the Net Pension Liability (a)	State's Proportionate Share of the Net Pension Liability Associated with the City (b)	Total (a+b)	City's Covered Payroll (c)	City's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll ((a+b)/c)	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
06/30/15	0.0620 %	$ 704,465	$ -	$ 704,465	$ 563,393	125.0 %	86.6 %

Schedule of employer's PERA contributions - Public Employees Police and Fire Fund

Year Ending	Statutorily Required Contribution (a)	Contributions in Relation to the Statutorily Required Contribution (b)	Contribution Deficiency (Excess) (a-b)	City's Covered Payroll (c)	Contributions as a Percentage of Covered Payroll (b/c)
12/31/15	$ 98,214	$ 98,214	$ -	$ 606,259	16.2 %

COMBINING AND INDIVIDUAL FUND FINANCIAL STATEMENTS AND SCHEDULES

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

CITY OF ISANTI, MINNESOTA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	Special Revenue	Capital Projects	Total Nonmajor Governmental Funds
ASSETS			
Cash and temporary investments	$ 213,093	$ 831,074	$ 1,044,167
Receivables			
Accrued interest	468	690	1,158
Taxes	8,021	-	8,021
Accounts	2,590	-	2,590
Loans	582,531	-	582,531
Special assessments	-	27,229	27,229
Prepaid items	1,479	-	1,479
TOTAL ASSETS	$ 808,182	$ 858,993	$ 1,667,175
LIABILITIES			
Accounts payable	$ 5,835	$ 34,858	$ 40,693
Due to other governments	1,396	-	1,396
Accrued salaries payable	3,573	-	3,573
Advances from other funds	3,820	-	3,820
TOTAL LIABILITIES	14,624	34,858	49,482
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue - delinquent taxes	7,927	-	7,927
Unavailable revenue - special assessments	-	27,229	27,229
Resources received in advance	-	561,108	561,108
TOTAL DEFERRED INFLOWS OF RESOURCES	7,927	588,337	596,264
FUND BALANCES			
Nonspendable	1,479	-	1,479
Restricted	768,328	10,000	778,328
Committed	13,189	989,856	1,003,045
Assigned	4,365	-	4,365
Unassigned	(1,730)	(764,058)	(765,788)
TOTAL FUND BALANCES	785,631	235,798	1,021,429
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	$ 808,182	$ 858,993	$ 1,667,175

CITY OF ISANTI, MINNESOTA
NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	Special Revenue	Capital Projects	Total Nonmajor Governmental Funds
REVENUES			
Taxes	$ 45,919	$ -	$ 45,919
Intergovernmental	476,550	174,798	651,348
Charges for services	11,952	-	11,952
Fines and forfeitures	4,927	-	4,927
Special assessments	-	1,942	1,942
Investment earnings	4,502	13,012	17,514
Miscellaneous			
Refunds and reimbursements	1,679	-	1,679
Contributions and donations	22,500	33,977	56,477
Other	19,756	-	19,756
TOTAL REVENUES	587,785	223,729	811,514
EXPENDITURES			
Current			
General government	4,110	-	4,110
Public safety	76,890	-	76,890
Culture and recreation	33,934	-	33,934
Economic development	327,920	-	327,920
Capital outlay			
General government	1,572	-	1,572
Public safety	1,800	9,000	10,800
Public works	-	680,013	680,013
Culture and recreation	18,712	488,376	507,088
Economic development	50,000	-	50,000
TOTAL EXPENDITURES	514,938	1,177,389	1,692,327
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	72,847	(953,660)	(880,813)
OTHER FINANCING SOURCES (USES)			
Sale of capital assets	3,343	-	3,343
Transfers in	92,767	678,036	770,803
Transfers out	(16,150)	(276,617)	(292,767)
TOTAL OTHER FINANCING SOURCES (USES)	79,960	401,419	481,379
NET CHANGE IN FUND BALANCES	152,807	(552,241)	(399,434)
FUND BALANCES, JANUARY 1	632,824	788,039	1,420,863
FUND BALANCES, DECEMBER 31	$ 785,631	$ 235,798	$ 1,021,429

CITY OF ISANTI, MINNESOTA
NONMAJOR SPECIAL REVENUE FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	104 Redbirds Maintenance	108 Economic Development Authority	214 Park	219 Revolving Loan	220 Forfeiture Fund	223 Youth Rec Education Safety
ASSETS						
Cash and temporary investments	$ 81	$ 681	$ 18,351	$ 37,390	$ 7,715	$ 2,595
Receivables						
Accrued interest	-	(1)	32	76	14	5
Taxes	-	-	-	-	-	-
Accounts	-	1,554	-	-	-	-
Loans	-	-	-	582,531	-	-
Prepaid items	-	1,479	-	-	-	-
TOTAL ASSETS	$ 81	$ 3,713	$ 18,383	$ 619,997	$ 7,729	$ 2,600
LIABILITIES						
Accounts payable	$ -	$ 391	$ -	$ 34	$ 50	$ -
Due to other governments	-	-	-	-	-	-
Accrued salaries payable	-	3,573	-	-	-	-
Advance from other funds	-	-	-	-	-	-
TOTAL LIABILITIES	-	3,964	-	34	50	-
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue - delinquent taxes	-	-	-	-	-	-
FUND BALANCES						
Nonspendable	-	1,479	-	-	-	-
Restricted	-	-	14,018	614,017	7,679	-
Committed	81	-	-	5,946	-	2,600
Assigned	-	-	4,365	-	-	-
Unassigned	-	(1,730)	-	-	-	-
TOTAL FUND BALANCES	81	(251)	18,383	619,963	7,679	2,600
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 81	$ 3,713	$ 18,383	$ 619,997	$ 7,729	$ 2,600

224 Cambridge Isanti Joint Event	409 TIF 9	410 TIF 10	411 TIF 11	614 City Technology Improvement	860 Employee Benefits	872 Fire Relief	Total
$ 1,396	$ 93,059	$ 43,873	$ 619	$ 7,333	$ -	$ -	$ 213,093
-	251	77	1	13	-	-	468
-	1,790	6,231	-	-	-	-	8,021
-	-	-	-	1,036	-	-	2,590
-	-	-	-	-	-	-	582,531
-	-	-	-	-	-	-	1,479
$ 1,396	$ 95,100	$ 50,181	$ 620	$ 8,382	$ -	$ -	$ 808,182
$ -	$ 2,125	$ 3,235	$ -	$ -	$ -	$ -	$ 5,835
1,396	-	-	-	-	-	-	1,396
-	-	-	-	-	-	-	3,573
-	-	-	-	3,820	-	-	3,820
1,396	2,125	3,235	-	3,820	-	-	14,624
-	1,696	6,231	-	-	-	-	7,927
-	-	-	-	-	-	-	1,479
-	91,279	40,715	620	-	-	-	768,328
-	-	-	-	4,562	-	-	13,189
-	-	-	-	-	-	-	4,365
-	-	-	-	-	-	-	(1,730)
-	91,279	40,715	620	4,562	-	-	785,631
$ 1,396	$ 95,100	$ 50,181	$ 620	$ 8,382	$ -	$ -	$ 808,182

CITY OF ISANTI, MINNESOTA
NONMAJOR SPECIAL REVENUE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	104 Redbirds Maintenance	108 Economic Development Authority	214 Park	219 Revolving Loan	220 Forfeiture Fund	223 Youth Rec Education Safety
REVENUES						
Taxes						
Tax increments	$ -	$ -	$ -	$ -	$ -	$ -
Franchise taxes	-	18,229	-	-	-	-
Intergovernmental	-	-	-	400,000	-	-
Charges for services	-	-	11,952	-	-	-
Fines and forfeitures	-	-	-	-	4,927	-
Investment earnings	86	441	227	633	75	24
Miscellaneous						
Refunds and reimbursements	-	1,595	84	-	-	-
Contributions and donations	22,500	-	-	-	-	-
Other	-	6,290	-	5,117	-	1,700
TOTAL REVENUES	22,586	26,555	12,263	405,750	5,002	1,724
EXPENDITURES						
Current						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	340	-
Culture and recreation	27,863	-	852	-	-	56
Economic development	-	124,743	-	20,612	-	-
Capital outlay						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	1,800	-
Culture and recreation	-	-	18,712	-	-	-
Economic development	-	-	-	-	-	-
TOTAL EXPENDITURES	27,863	124,743	19,564	20,612	2,140	56
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(5,277)	(98,188)	(7,301)	385,138	2,862	1,668
OTHER FINANCING SOURCES (USES)						
Sale of capital assets	-	-	3,343	-	-	-
Transfers in	-	92,767	-	-	-	-
Transfers out	-	(16,150)	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	76,617	3,343	-	-	-
NET CHANGE IN FUND BALANCES	(5,277)	(21,571)	(3,958)	385,138	2,862	1,668
FUND BALANCES, JANUARY 1	5,358	21,320	22,341	234,825	4,817	932
FUND BALANCES, DECEMBER 31	$ 81	$ (251)	$ 18,383	$ 619,963	$ 7,679	$ 2,600

224 Cambridge Isanti Joint Event	409 TIF 9	410 TIF 10	411 TIF 11	614 City Technology Improvement	860 Employee Benefits	872 Fire Relief	Total
$ -	$ 13,142	$ 2,395	$ -	$ -	$ -	$ -	$ 15,537
-	-	-	-	12,153	-	-	30,382
-	-	-	-	-	-	76,550	476,550
-	-	-	-	-	-	-	11,952
-	-	-	-	-	-	-	4,927
13	1,658	1,277	7	61	-	-	4,502
-	-	-	-	-	-	-	1,679
-	-	-	-	-	-	-	22,500
5,150	-	-	-	-	1,499	-	19,756
5,163	14,800	3,672	7	12,214	1,499	76,550	587,785
-	-	-	-	2,611	1,499	-	4,110
-	-	-	-	-	-	76,550	76,890
5,163	-	-	-	-	-	-	33,934
-	4,498	178,067	-	-	-	-	327,920
-	-	-	-	1,572	-	-	1,572
-	-	-	-	-	-	-	1,800
-	-	-	-	-	-	-	18,712
-	50,000	-	-	-	-	-	50,000
5,163	54,498	178,067	-	4,183	1,499	76,550	514,938
-	(39,698)	(174,395)	7	8,031	-	-	72,847
-	-	-	-	-	-	-	3,343
-	-	-	-	-	-	-	92,767
-	-	-	-	-	-	-	(16,150)
-	-	-	-	-	-	-	79,960
-	(39,698)	(174,395)	7	8,031	-	-	152,807
-	130,977	215,110	613	(3,469)	-	-	632,824
$ -	$ 91,279	$ 40,715	$ 620	$ 4,562	$ -	$ -	$ 785,631

CITY OF ISANTI, MINNESOTA
NONMAJOR CAPITAL PROJECTS FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	420 Signal Light Improvement	427 Fairway Blvd/ County 5 Signal	432 Railroad Avenue Improvements	434 2013 Railroad Avenue & Walk Improvements
ASSETS				
Cash and temporary investments	$ 288,958	$ 187,868	$ 33,192	$ (6)
Receivables				
Accrued interest	506	329	58	49
Special assessments	-	-	27,229	-
TOTAL ASSETS	$ 289,464	$ 188,197	$ 60,479	$ 43
LIABILITIES				
Accounts payable	$ -	$ -	$ -	$ -
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - special assessments	-	-	27,229	-
Resources received in advance	-	-	-	561,108
TOTAL DEFERRED INFLOWS OF RESOURCES	-	-	27,229	561,108
FUND BALANCES				
Restricted	-	-	-	-
Committed	289,464	188,197	33,250	-
Unassigned	-	-	-	(561,065)
TOTAL FUND BALANCES	289,464	188,197	33,250	(561,065)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 289,464	$ 188,197	$ 60,479	$ 43

435 BMX & Bluebird Improvements	436 Public Works 2014 Site Improvements	506 Municipal Expansion	437 Pavement Management Improvements	438 City Parking Improvements	920 Capital Replacement	Total
$ (142,710)	$ (5,694)	$ -	$ 39,876	$ (35,344)	$ 464,934	$ 831,074
(276)	(17)	-	(368)	(613)	1,022	690
-	-	-	-	-	-	27,229
$ (142,986)	$ (5,711)	$ -	$ 39,508	$ (35,957)	$ 465,956	$ 858,993
$ 3,886	$ -	$ -	9,019	$ 14,453	$ 7,500	$ 34,858
-	-	-	-	-	-	27,229
-	-	-	-	-	-	561,108
-	-	-	-	-	-	588,337
-	-	-	-	-	10,000	10,000
	-	-	30,489	-	448,456	989,856
(146,872)	(5,711)	-	-	(50,410)	-	(764,058)
(146,872)	(5,711)	-	30,489	(50,410)	458,456	235,798
$ (142,986)	$ (5,711)	$ -	$ 39,508	$ (35,957)	$ 465,956	$ 858,993

CITY OF ISANTI, MINNESOTA
NONMAJOR CAPITAL PROJECTS FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	420 Signal Light Improvement	427 Fairway Blvd/ County 5 Signal	432 Railroad Avenue Improvements	434 2013 Railroad Avenue & Walk Improvements
REVENUES				
Intergovernmental	$ -	$ -	$ -	$ 174,798
Special assessments	-	-	1,942	-
Investment earnings	3,514	1,956	388	519
Miscellaneous				
Contributions and donations	-	33,977	-	-
TOTAL REVENUES	3,514	35,933	2,330	175,317
EXPENDITURES				
Capital outlay				
Public safety	-	-	-	-
Public works	-	-	69	-
Culture and recreation	-	-	-	-
TOTAL EXPENDITURES	-	-	69	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	3,514	35,933	2,261	175,317
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	29,627
Transfers out	-	-	-	-
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	29,627
NET CHANGE IN FUND BALANCES	3,514	35,933	2,261	204,944
FUND BALANCES, JANUARY 1	285,950	152,264	30,989	(766,009)
FUND BALANCES, DECEMBER 31	$ 289,464	$ 188,197	$ 33,250	$ (561,065)

435 BMX & Bluebird Improvements	436 Public Works 2014 Site Improvements	506 Municipal Expansion	437 Pavement Management Improvements	438 City Parking Improvements	920 Capital Replacement	Total
$ -	$ -	$ -	$ -	$ -	$ -	$ 174,798
-	-	-	-	-	-	1,942
1,000	1,264	-	(1,221)	(1,731)	7,323	13,012
-	-	-	-	-	-	33,977
1,000	1,264	-	(1,221)	(1,731)	7,323	223,729
-	-	-	-	-	9,000	9,000
	215,000	-	218,290	240,336	6,318	680,013
471,216	-	-	-	-	17,160	488,376
471,216	215,000	-	218,290	240,336	32,478	1,177,389
(470,216)	(213,736)	-	(219,511)	(242,067)	(25,155)	(953,660)
-	-	49,252	250,000	191,657	157,500	678,036
-	-	-	-	-	(276,617)	(276,617)
-	-	49,252	250,000	191,657	(119,117)	401,419
(470,216)	(213,736)	49,252	30,489	(50,410)	(144,272)	(552,241)
323,344	208,025	(49,252)	-	-	602,728	788,039
$ (146,872)	$ (5,711)	$ -	$ 30,489	$ (50,410)	$ 458,456	$ 235,798

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CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED ON THE FOLLOWING PAGES
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
REVENUES					
Property taxes	$ 1,298,306	$ 1,298,306	$ 1,357,265	$ 58,959	$ 1,425,810
Licenses and permits					
Business	15,000	15,000	13,200	(1,800)	12,075
Nonbusiness	87,500	87,500	177,709	90,209	203,469
Total	102,500	102,500	190,909	88,409	215,544
Intergovernmental					
Federal					
Other	36,014	36,014	21,580	(14,434)	51,365
State					
Local government aid	-	-	571,231	571,231	545,485
Property tax credits	-	-	298	298	11
Police aid	61,000	61,000	58,828	(2,172)	64,146
Municipal state aid street maintenance	53,000	53,000	58,266	5,266	54,494
Other	1,205	1,205	1,362	157	1,790
Regional					
Other	-	-	555	555	8,500
Total	151,219	151,219	712,120	560,901	725,791
Charges for services					
General government	39,057	39,057	49,779	10,722	39,773
Public safety	63,187	63,187	62,968	(219)	24,509
Public works	1,000	1,000	2,797	1,797	1,536
Culture and recreation	39,000	39,000	43,865	4,865	14,391
Total	142,244	142,244	159,409	17,165	80,209
Fines and forfeitures	35,000	35,000	37,310	2,310	33,771
Investment earnings	17,942	17,942	16,767	(1,175)	38,436
Miscellaneous					
Refunds and reimbursements	-	-	30,285	30,285	23,504
Other	30,000	30,000	516	(29,484)	6,842
Total	30,000	30,000	30,801	801	30,346
TOTAL REVENUES	1,777,211	1,777,211	2,504,581	727,370	2,549,907

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES					
Current expenditures					
General government					
Mayor and City Council					
Personnel services	$ 26,296	$ 26,296	$ 24,788	$ 1,508	$ 16,446
Supplies	3,650	3,650	2,418	1,232	706
Other services and charges	10,555	10,555	12,109	(1,554)	8,382
Total	40,501	40,501	39,315	1,186	25,534
Elections					
Personnel services	2,500	2,500	-	2,500	2,690
Supplies	500	500	-	500	673
Other services and charges	1,750	1,750	1,078	672	809
Total	4,750	4,750	1,078	3,672	4,172
Financial administration					
Personnel services	303,809	304,615	280,813	23,802	286,495
Supplies	13,605	13,605	16,872	(3,267)	11,719
Other services and charges	71,164	71,164	67,120	4,044	63,414
Total	388,578	389,384	364,805	24,579	361,628
Planning and zoning					
Personnel services	66,086	74,524	73,376	1,148	59,617
Supplies	3,800	3,800	2,847	953	4,524
Other services and charges	9,784	9,784	8,272	1,512	8,061
Total	79,670	88,108	84,495	3,613	72,202
Municipal building					
Personnel services	215	215	-	215	-
Supplies	1,440	1,440	2,295	(855)	979
Other services and charges	25,760	25,760	37,691	(11,931)	30,148
Total	27,415	27,415	39,986	(12,571)	31,127
Total general government	540,914	550,158	529,679	20,479	494,663

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES - CONTINUED					
Current expenditures - continued					
Public safety					
Police					
Personnel services	$ 1,014,779	$ 1,014,779	$ 983,025	$ 31,754	$ 893,288
Supplies	19,750	19,750	16,349	3,401	16,267
Other services and charges	141,286	141,286	128,900	12,386	127,088
Total	1,175,815	1,175,815	1,128,274	47,541	1,036,643
Fire protection					
Other services and charges	180,000	180,000	180,256	(256)	187,697
Building inspection					
Personnel services	110,209	135,862	124,306	11,556	107,704
Supplies	2,835	2,835	3,664	(829)	2,069
Other services and charges	21,740	21,740	25,547	(3,807)	14,968
Total	134,784	160,437	153,517	6,920	124,741
Code enforcement					
Personnel services	26,572	26,572	25,132	1,440	21,032
Supplies	550	550	537	13	698
Other services and charges	6,145	6,145	2,964	3,181	4,408
Total	33,267	33,267	28,633	4,634	26,138
Animal control					
Supplies	420	420	247	173	182
Other services and charges	5,447	5,447	4,656	791	4,484
Total	5,867	5,867	4,903	964	4,666
Total public safety	1,529,733	1,555,386	1,495,583	59,803	1,379,885
Public works					
Streets and highways					
Personnel services	167,528	167,477	167,603	(126)	160,205
Supplies	90,150	90,150	73,104	17,046	75,470
Other services and charges	50,734	50,734	58,851	(8,117)	86,480
Total	308,412	308,361	299,558	8,803	322,155

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES - CONTINUED					
Current expenditures - continued					
Public works - continued					
Street lighting					
Other services and charges	$ 63,410	$ 63,410	$ 63,813	$ (403)	$ 59,190
Sanitation and waste control					
Personnel services	5,387	5,384	5,348	36	5,006
Supplies	1,500	1,500	692	808	1,519
Other services and charges	48	48	387	(339)	190
Total	6,935	6,932	6,427	505	6,715
General city maintenance					
Personnel services	29,794	29,784	22,250	7,534	20,788
Supplies	13,850	13,850	7,093	6,757	2,529
Other services and charges	25,722	25,722	18,622	7,100	21,587
Total	69,366	69,356	47,965	21,391	44,904
Total public works	448,123	448,059	417,763	30,296	432,964
Culture and recreation					
Parks and recreation					
Personnel services	186,151	179,732	153,269	26,463	156,073
Supplies	9,525	9,525	12,097	(2,572)	15,619
Other services and charges	127,808	127,808	93,929	33,879	109,924
Total	323,484	317,065	259,295	57,770	281,616
Total culture and recreation	323,484	317,065	259,295	57,770	281,616
Economic development					
Other services and charges	11,776	11,776	11,353	423	10,238
Total current expenditures	2,854,030	2,882,444	2,713,673	168,771	2,599,366

CITY OF ISANTI, MINNESOTA
GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2015
(With comparative actual amounts for the year ended December 31, 2014)

	2015				2014
	Budget Amounts		Actual	Variance with	Actual
	Original	Final	Amounts	Final Budget	Amounts
EXPENDITURES - CONTINUED					
Capital outlay					
General government	$ 30,000	$ 30,000	$ 12,517	$ 17,483	$ -
Public safety	5,000	5,000	60	4,940	-
Public works	42,115	42,115	104,566	(62,451)	236,271
Culture and recreation	-	-	574	(574)	30,203
Total capital outlay	77,115	77,115	117,717	(40,602)	266,474
Debt service					
Interest and other	-	-	1,552	(1,552)	22,792
TOTAL EXPENDITURES	2,931,145	2,959,559	2,832,942	126,617	2,888,632
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(1,153,934)	(1,182,348)	(328,361)	853,987	(338,725)
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	-	-	47,156	47,156	-
Transfers in	316,150	316,150	316,150	-	216,150
Transfers out	(142,021)	(142,021)	(399,818)	(257,797)	(147,395)
TOTAL OTHER FINANCING SOURCES (USES)	174,129	174,129	(36,512)	(210,641)	68,755
NET CHANGE IN FUND BALANCES	(979,805)	(1,008,219)	(364,873)	643,346	(269,970)
FUND BALANCES, JANUARY 1	1,692,234	1,692,234	1,692,234	-	1,920,968
PRIOR PERIOD ADJUSTMENT	-	-	-	-	41,236
FUND BALANCES, DECEMBER 31	$ 712,429	$ 684,015	$ 1,327,361	$ 643,346	$ 1,692,234

CITY OF ISANTI, MINNESOTA
DEBT SERVICE FUNDS
COMBINING BALANCE SHEET
DECEMBER 31, 2015

	918 2006A Improvement Bonds	919 2008A Improvement Bonds	928 2009A Crossover Refunding Bonds	929 2010B G.O. Improvement Refunding Bonds
ASSETS				
Cash and temporary investments	$ 122,060	$ 207,131	$ 109,344	$ 639,435
Receivables				
Accrued interest	214	362	191	1,119
Taxes	9,151	5,181	2,262	1,207
Special assessments	182,140	390,954	356,635	311,391
TOTAL ASSETS	$ 313,565	$ 603,628	$ 468,432	$ 953,152
LIABILITIES				
Accounts payable	$ 300	$ 300	$ 180	$ 300
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue - delinquent taxes	6,165	3,546	1,456	1,107
Unavailable revenue - special assessments	172,658	390,954	356,635	311,386
TOTAL DEFERRED INFLOWS OF RESOURCES	178,823	394,500	358,091	312,493
FUND BALANCES				
Restricted for debt service	134,442	208,828	110,161	640,359
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	$ 313,565	$ 603,628	$ 468,432	$ 953,152

930 2011A G.O. Improvement Bonds	931 2014A G.O. Tax Abatement Bonds	932 2014B G.O. Improvement Bonds	Total
$ 199,432	$ 165,832	$ 44,395	$ 1,487,629
105	290	76	2,357
905	6,646	1,496	26,848
148,054	-	-	1,389,174
$ 348,496	$ 172,768	$ 45,967	$ 2,906,008
$ 300	$ -	$ 300	$ 1,680
526	3,826	840	17,466
147,933	-	-	1,379,566
148,459	3,826	840	1,397,032
199,737	168,942	44,827	1,507,296
$ 348,496	$ 172,768	$ 45,967	$ 2,906,008

CITY OF ISANTI, MINNESOTA
DEBT SERVICE FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2015

	918 2006A Improvement Bonds	919 2008A Improvement Bonds	928 2009A Crossover Refunding Bonds	929 2010B G.O. Improvement Refunding Bonds
REVENUES				
Property taxes	$ 202,950	$ 109,162	$ 56,361	$ 64
Special assessments	55,222	28,658	22,171	10,976
Investment earnings	2,235	2,979	1,473	8,636
TOTAL REVENUES	260,407	140,799	80,005	19,676
EXPENDITURES				
Debt service				
Principal	270,000	145,000	75,000	55,000
Interest and other	23,280	21,948	7,457	40,285
TOTAL EXPENDITURES	293,280	166,948	82,457	95,285
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(32,873)	(26,149)	(2,452)	(75,609)
OTHER FINANCING SOURCES				
Transfers in	-	-	-	-
NET CHANGE IN FUND BALANCES	(32,873)	(26,149)	(2,452)	(75,609)
FUND BALANCES, JANUARY 1	167,315	234,977	112,613	715,968
FUND BALANCES, DECEMBER 31	$ 134,442	$ 208,828	$ 110,161	$ 640,359

930 2011A G.O. Improvement Bonds	931 2014A G.O. Tax Abatement Bonds	932 2014B G.O. Improvement Bonds	Total
$ 10,092	$ 222,347	$ 48,830	$ 649,806
25,864	-	-	142,891
2,165	467	163	18,118
38,121	222,814	48,993	810,815
75,000	-	-	620,000
12,831	54,052	4,992	164,845
87,831	54,052	4,992	784,845
(49,710)	168,762	44,001	25,970
39,390	-	-	39,390
(10,320)	168,762	44,001	65,360
210,057	180	826	1,441,936
$ 199,737	$ 168,942	$ 44,827	$ 1,507,296

CITY OF ISANTI, MINNESOTA
AGENCY FUND
SCHEDULE OF CHANGES IN ASSETS AND LIABILITIES
FOR THE YEAR ENDED DECEMBER 31, 2015

	Balance January 1	Additions	Deductions	Balance December 31
DEVELOPER ESCROW ACCOUNTS				
ASSETS				
Cash and temporary investments	$ 65,477	$ 131,665	$ (124,802)	$ 72,340
Accounts receivable	11,304	7,861	(12,184)	6,981
TOTAL ASSETS	$ 76,781	$ 139,526	$ (136,986)	$ 79,321
LIABILITIES				
Accounts payable	$ 76,781	$ 119,481	$ (116,941)	$ 79,321

CITY OF ISANTI, MINNESOTA
SUMMARY FINANCIAL REPORT
REVENUES AND EXPENDITURES FOR GENERAL OPERATIONS
GOVERNMENTAL FUNDS
FOR THE YEARS ENDED DECEMBER 31, 2015 AND 2014

	Total		Percent Increase (Decrease)
	2015	2014	
REVENUES			
Taxes	$ 2,052,990	$ 1,869,252	9.83 %
Licenses and permits	190,909	215,544	(11.43)
Intergovernmental	1,363,468	966,699	41.04
Charges for services	171,361	83,329	105.64
Fines and forfeits	42,237	40,415	4.51
Special assessments	144,833	402,427	(64.01)
Investment earnings	52,399	112,928	(53.60)
Miscellaneous	108,713	65,706	65.45
TOTAL REVENUES	$ 4,126,910	$ 3,756,300	9.87 %
Per Capita	$ 763	$ 698	9.38 %
EXPENDITURES			
Current			
General government	$ 533,789	$ 496,405	7.53 %
Public safety	1,572,473	1,458,037	7.85
Public works	417,763	432,964	(3.51)
Culture and recreation	293,229	322,022	(8.94)
Economic development	339,273	210,075	61.50
Capital outlay			
General government	14,089	11,366	23.96
Public safety	10,860	49,091	(77.88)
Public works	784,579	475,189	65.11
Culture and recreation	507,662	2,353,534	(78.43)
Economic development	50,000	14,000	257.14
Debt service			
Principal	620,000	625,000	(0.80)
Interest and other	166,397	146,277	13.75
Bond issuance costs	-	63,346	(100.00)
TOTAL EXPENDITURES	$ 5,310,114	$ 6,657,306	(20.24) %
Per Capita	$ 982	$ 1,236	(20.59) %
Total Long-term Indebtedness	$ 5,710,000	$ 6,330,000	(9.79) %
Per Capita	1,056	1,175	(10.19)
General Fund Balance - December 31	$ 1,327,361	$ 1,692,234	(21.56) %
Per Capita	245	314	(21.91)

The purpose of this report is to provide a summary of financial information concerning the City of Isanti to interested citizens. The complete financial statements may be examined at City Hall, 110 1st Avenue Northwest, PO Box 428, Isanti, MN 55040. Questions about this report should be directed to the Finance Director at (763) 444-5512.

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OTHER REQUIRED REPORTS

CITY OF ISANTI
ISANTI, MINNESOTA

FOR THE YEAR ENDED
DECEMBER 31, 2015

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MEYERS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT ON MINNESOTA LEGAL COMPLIANCE

Honorable Mayor and City Council
City of Isanti, Minnesota

We have audited, in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City) as of and for the year ended December 31, 2015, and the related notes to the financial statements, and have issued our report thereon dated April 11, 2016.

The *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minnesota Statute §6.65, contains seven categories of compliance to be tested: contracting and bidding, deposits and investments, conflicts of interest, public indebtedness, claims and disbursements, miscellaneous provisions, and tax increment financing. Our audit considered all of the listed categories.

In connection with our audit, nothing came to our attention that caused us to believe that the City failed to comply with the provisions of the *Minnesota Legal Compliance Audit Guide for Cities*. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding the City's noncompliance with the above referenced provisions.

The purpose of this report is solely to describe the scope of our testing of compliance and the result of that testing, and not to provide an opinion on compliance. Accordingly, this communication is not suitable for any other purpose.

Abdo Eick & Meyers, LLP

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

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ABDO
EICK &
MEYERS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and City Council
City of Isanti, Minnesota

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City), as of and for the year ended December 31, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated April 11, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified However, as described in the accompanying Schedule of Findings and Responses, we identified certain deficiencies in internal control that we consider to be a material weakness and a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described in the accompanying Schedule of Findings and Responses as item 2015-002 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying Schedule of Findings and Responses as item 2015-001 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

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The City's Responses to the Findings

The City's responses to the findings identified in our audit are described in the accompanying Schedule of Findings and Responses. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Abdo Eick & Meyers, LLP

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

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CITY OF ISANTI, MINNESOTA
SCHEDULE OF FINDINGS AND RESPONSES
FOR THE YEAR ENDED DECEMBER 31, 2015

Finding | Description

2015-001 Preparation of financial statements

Condition: We were requested to draft the audited financial statements and related footnote disclosures as part of our regular audit services. Ultimately, it is management's responsibility to provide for the preparation of your statements and footnotes, and the responsibility of the auditor to determine the fairness of presentation of those statements. It is our responsibility to inform you that this deficiency could result in a material misstatement to the financial statements that could have been prevented or detected by your management. Essentially, the auditors cannot be part of your internal control process.

Criteria: Internal controls should be in place to provide reasonable assurance over the reliability of financial records and reporting.

Cause: From a practical standpoint, we both prepare your statements and determine the fairness of that presentation at the same time in connection with our audit. This is not unusual for us to do with organizations of your size.

Effect: The effectiveness of the internal control system relies on enforcement by management. The effect of deficiencies in internal controls can result in undetected errors in financial reporting. We have instructed management to review a draft of the auditor prepared financials in detail for accuracy; we have answered any questions that management might have, and have encouraged research of any accounting guidance in connection with the adequacy and appropriateness of classification of disclosures in your statements. We are satisfied that the appropriate steps have been taken to provide you with the completed financial statements.

Recommendation: Under these circumstances, the most effective controls lie in management's knowledge of the City's financial operations. It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost and other considerations. Regarding the specific situations listed above, we would offer the following specific recommendations: 1) Utilize a disclosure checklist to ensure all required disclosures are present and agree to work papers, and 2) Agree your accounting information from your accounting software to the amounts reported in the financial statements.

Management response:

For now, the City accepts the degree of risk associated with this condition and thoroughly reviews a draft of the financial statements.

Finding	Description

2015-002 Material audit adjustments

Condition: During our audit, several material audit adjustments were necessary related to capital asset additions, allocated project costs, and sold properties.

Criteria: The financial statements are the responsibility of the City's management; therefor, the City must be able to prevent or detect a material misstatement in the financial statements including footnote disclosures.

Cause: The year-end trial balance and supporting work papers did not reflect all necessary accounting entries.

Effect: This indicates that a misstatement has occurred and was not detected by the City's system of internal control.

Recommendation: We recommend that management review the final audit work paper and related journal entries, obtain an understanding of why the entries were necessary and modify current procedures to ensure that future corrections are not needed.

Management response:

Management has reviewed the final audit work paper and related journal entries and understands the adjustments made in the audit.

Management Letter

City of Isanti

Isanti, Minnesota

For the Year Ended
December 31, 2015

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April 11, 2016

Management, Honorable Mayor and City Council
City of Isanti, Minnesota

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Isanti, Minnesota (the City) for the year ended December 31, 2015. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 12, 2015. Professional standards also require that we communicate to you the following information related to our audit.

Our Responsibility Under Auditing Standards Generally Accepted in the United States of America and *Government Auditing Standards*

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we considered the internal control over financial reporting (internal control) of the City. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Significant Audit Findings

In planning and performing our audit of the financial statements, we considered the City's internal control to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified However, as described in the accompanying Schedule of Findings and Responses, we identified certain deficiencies in internal control that we consider to be a material weakness and a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiency described on the following pages as item 2015-002 to be a material weakness.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described on the following pages as item 2015-001 to be a significant deficiency.

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2015-001 Preparation of financial statements

Condition: We were requested to draft the audited financial statements and related footnote disclosures as part of our regular audit services. Ultimately, it is management's responsibility to provide for the preparation of your statements and footnotes, and the responsibility of the auditor to determine the fairness of presentation of those statements. It is our responsibility to inform you that this deficiency could result in a material misstatement to the financial statements that could have been prevented or detected by your management. Essentially, the auditors cannot be part of your internal control process.

Criteria: Internal controls should be in place to provide reasonable assurance over the reliability of financial records and reporting.

Cause: From a practical standpoint, we both prepare your statements and determine the fairness of that presentation at the same time in connection with our audit. This is not unusual for us to do with organizations of your size.

Effect: The effectiveness of the internal control system relies on enforcement by management. The effect of deficiencies in internal controls can result in undetected errors in financial reporting. We have instructed management to review a draft of the auditor prepared financials in detail for accuracy; we have answered any questions that management might have, and have encouraged research of any accounting guidance in connection with the adequacy and appropriateness of classification of disclosures in your statements. We are satisfied that the appropriate steps have been taken to provide you with the completed financial statements.

Recommendation: Under these circumstances, the most effective controls lie in management's knowledge of the City's financial operations. It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost and other considerations. Regarding the specific situations listed above, we would offer the following specific recommendations: 1) Utilize a disclosure checklist to ensure all required disclosures are present and agree to work papers, and 2) Agree your accounting information from your accounting software to the amounts reported in the financial statements.

Management response:

For now, the City accepts the degree of risk associated with this condition and thoroughly reviews a draft of the financial statements.

2015-002 Material audit adjustments

Condition: During our audit, several material audit adjustments were necessary related to capital asset additions, allocated project costs, and sold properties.

Criteria: The financial statements are the responsibility of the City's management; therefor, the City must be able to prevent or detect a material misstatement in the financial statements including footnote disclosures.

Cause: The year-end trial balance and supporting work papers did not reflect all necessary accounting entries.

Effect: This indicates that a misstatement has occurred and was not detected by the City's system of internal control.

Recommendation: We recommend that management review the final audit work paper and related journal entries, obtain an understanding of why the entries were necessary and modify current procedures to ensure that future corrections are not needed.

Management response:

Management has reviewed the final audit work paper and related journal entries and understands the adjustments made in the audit.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* or statutes set forth by the State of Minnesota.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 7 to the financial statements, the City changed accounting policies related to accounting and financial reporting for pensions by adopting GASB Statements No. 68 and 71 in 2015. Accordingly, the cumulative effect of the accounting as of the beginning of the year is disclosed in Note 7. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were depreciation on capital assets, allocation of payroll and compensated absences, liability for other post-employment benefit, and the liability of the City's pensions.

- Management's estimate of depreciation is based on estimated useful lives of the assets. Depreciation is calculated using the straight-line method.

- Allocations of gross wages and payroll benefits are approved by City Council within the City's budget and are derived from each employee's estimated time to be spent servicing the respective functions of the City. These allocations are also used in allocating accrued compensated absences payable.

- The City's liability for other post-employment benefits was estimated to be zero primarily based on the assumption that employees, whom participate in the health insurance plan, will retire after the age of 65 and not continue to participate in the plan following retirement.

- Management's estimate of its pension liability is based on several factors including, but not limited to, anticipated investment return rate, retirement age for active employees, life expectancy, salary increases and form of annuity payment upon retirement.

    - The allocation of the pension liability related to Minnesota Public Employee Retirement Association (PERA) is based on the City's proportionate share of employer contributions to the PERA cost-sharing multiple employer Coordinated and Police and Fire pension plans.

We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

People + Process, Going Beyond the Numbers

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. We proposed the following journal entries that we consider to be audit entries, or corrections of management decisions:

- Capital assets were adjusted as described in finding 2015-002.
- Retainage payable was adjusted to reduce prior year amounts paid as well as record an additional amount for the current year.
- Lease revenue was reclassified between funds and adjusted to unearned revenue for the portion related to 2016 obligations.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 11, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Matters

We applied certain limited procedures to the required supplementary information (RSI) (Management's Discussion and Analysis, the Schedules of Employer's Share of the Net Pension Liability and the Schedules of Employer's Contributions), which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information (combining and individual fund financial statements and schedules), which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section, which accompanies the financial statements but are not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

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Financial Position and Results of Operations

Our principal observations and recommendations are summarized on the following pages. These recommendations resulted from our observations made in connection with our audit of the City's financial statements for the year ended December 31, 2015.

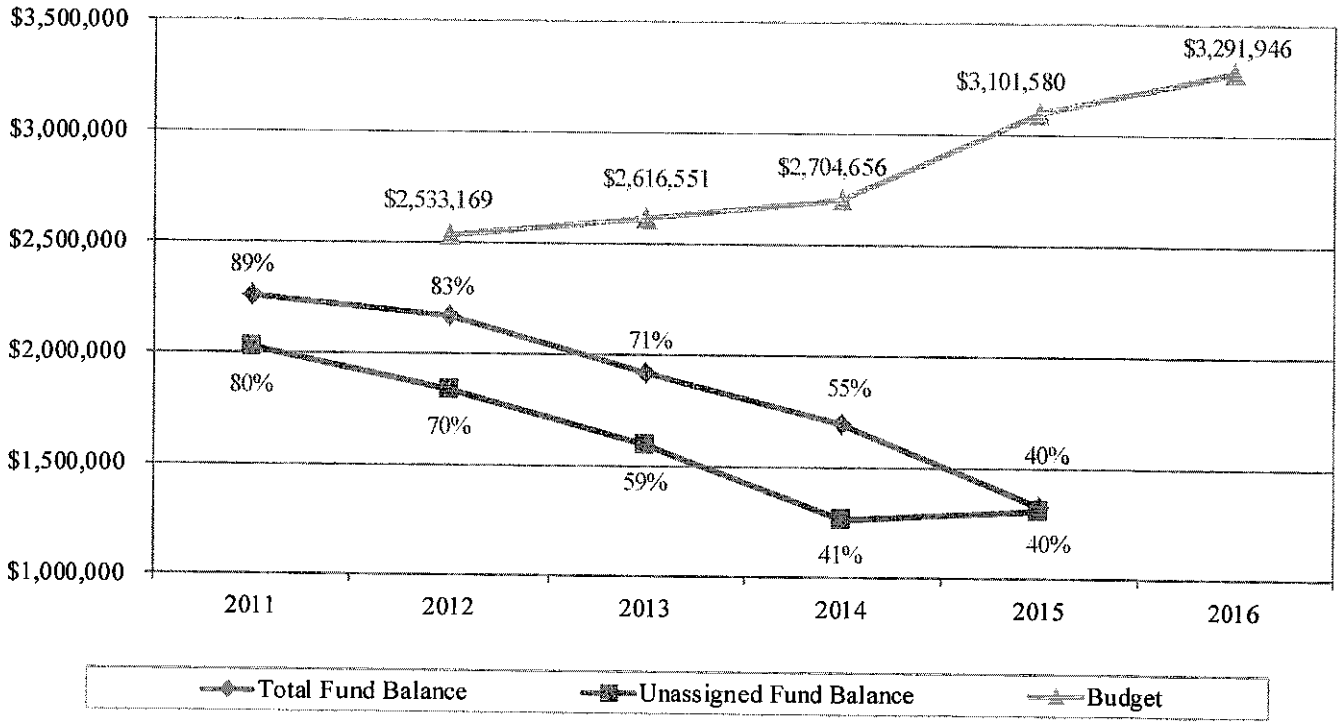
General Fund

The General fund is used to account for resources traditionally associated with government, which are not required legally or by sound principal management to be accounted for in another fund. The fund balance decreased $364,873 from 2014. We recommend the fund balance be maintained at a level sufficient to fund operations until the major revenue sources are received in June. The City's fund balance policy for the General fund identifies a minimum unassigned fund balance of 50 percent of the following year's budgeted expenditures and transfers out. The City's ending unassigned fund balance is below this target level from the policy.

The purposes and benefits of a fund balance are as follows:

- Expenditures are incurred somewhat evenly throughout the year. However, property tax and state aid revenues are not received until the second half of the year. An adequate fund balance will provide the cash flow required to finance the General fund expenditures.
- The City is vulnerable to legislative actions at the state and federal level. The State continually adjusts the local government aid formulas. An adequate fund balance will provide a temporary buffer against aid adjustments.
- Expenditures not anticipated at the time the annual budget was adopted may need immediate City Council action. These would include capital outlay, replacement, lawsuits and other items. An adequate fund balance will provide the financing needed for such expenditures.
- A strong fund balance will assist the City in maintaining, improving or obtaining its bond rating. The result will be better interest rates in future bond sales.

Fund Balance as a Percent of Next Year's Budgeted Expenditures and Transfers Out



People + Process. Going Beyond the Numbers

The 2015 General fund operations are summarized as follows:

	Final Budgeted Amounts	Actual Amounts	Variance with Final Budget
Revenues	$ 1,777,211	$ 2,504,581	$ 727,370
Expenditures	2,959,559	2,832,942	126,617
Deficiency of revenues under expenditures	(1,182,348)	(328,361)	853,987
Other financing sources (uses)			
Sale of capital asset	-	47,156	47,156
Transfers in	316,150	316,150	-
Transfers out	(142,021)	(399,818)	(257,797)
Total other financing sources (uses)	174,129	(36,512)	(210,641)
Net change in fund balances	(1,008,219)	(364,873)	643,346
Fund balances, January 1	1,692,234	1,692,234	-
Fund balances, December 31	$ 684,015	$ 1,327,361	$ 643,346

Some of the line items with significant variances are highlighted below:

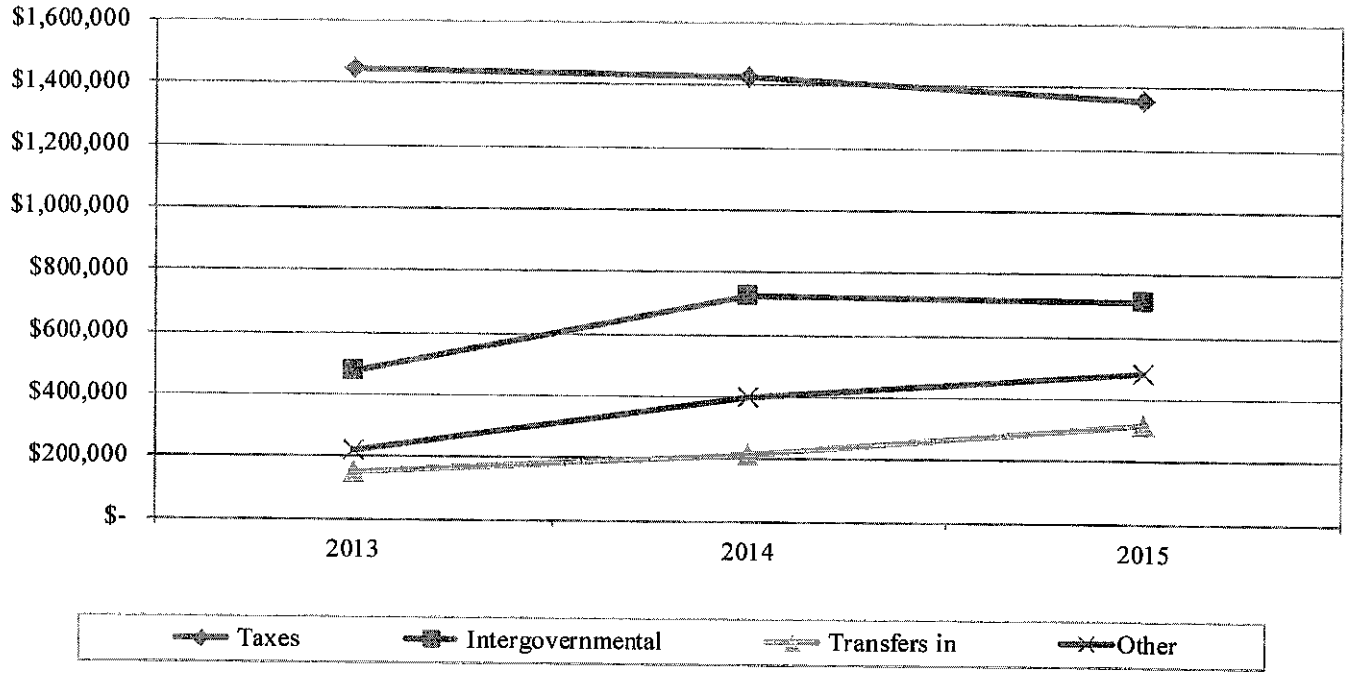
- The largest revenue variance is within intergovernmental revenues, which was $560,901 more than budgeted. This is primarily due to $571,231 received for Local Government Aid (LGA), all of which was unbudgeted. Due to the State budget fluctuations and constant discussion at the State level of reducing and/or eliminating LGA, the City Council wanted to take the position that they would not receive any LGA in 2015, and if any LGA was received in 2015, that it would be used in the 2016 budget. The intent was to allow City Council additional time to react to any reduction received. City Council is aware that this could potentially increase the percentage of expenditures in fund balance at year end. The City did not budget for LGA again in 2016, but will utilize the funds received for 2015.
- Revenues from nonbusiness licenses and permits were $90,209 more than budgeted due to more activity than anticipated.
- Revenues from property taxes were $58,959 more than anticipated. This was largely due to excess TIF received as a result of the partial decertification of TIF district 10.
- In total, expenditures were $126,617 less than anticipated. Significant budget variances were as follows:
    - Current expenditures within each function were less than budgeted: general government $20,479, public safety $59,803, public works $30,296, culture and recreation $57,770, and economic development $423.
        - Note: this was partially offset with capital outlay of $40,602 more than budgeted.
- An additional $257,797 was transferred to capital project funds for current and future projects above what was budgeted.

People + Process. Going Beyond the Numbers

A comparison between General fund 2013, 2014, and 2015 revenues and other sources is presented below:

Source	2013	2014	2015	Percent of Total	Per Capita
Taxes	$ 1,449,759	$ 1,425,810	$ 1,357,265	47.3 %	$ 251
Licenses and permits	92,707	215,544	190,909	6.7	35
Intergovernmental	478,108	725,791	712,120	24.8	132
Charges for services	86,831	80,209	159,409	5.6	29
Fines and forfeitures	27,629	33,771	37,310	1.3	7
Investment earnings	(13,767)	38,436	16,767	0.6	3
Miscellaneous	27,476	30,346	30,801	1.1	6
Transfers in	150,000	216,150	316,150	11.0	58
Sale of capital assets	-	-	47,156	1.6	9
Total revenues and other sources	$ 2,298,743	$ 2,766,057	$ 2,867,887	100.0 %	$ 530

A graphical presentation of 2013, 2014, and 2015 revenues and other sources follows:



Some of the line items with significant changes are highlighted below:

- Although $63,245 was collected for the City's portion of partially decertified TIF 10 distribution to the County, the overall property tax revenue decreased as a result of the decrease in the amount levied compared to 2014.
- The transfer from the Liquor Store increased from $200,000 in 2014 to $300,000 in 2015.
- Other revenues include the increase in charges for services, which includes roughly $32,000 for the lease of the fire station and $30,000 for the lease of the BMX building, neither of which were revenues in 2014. Also, other revenues includes $47,156 allocated to the General fund from the sale of property.

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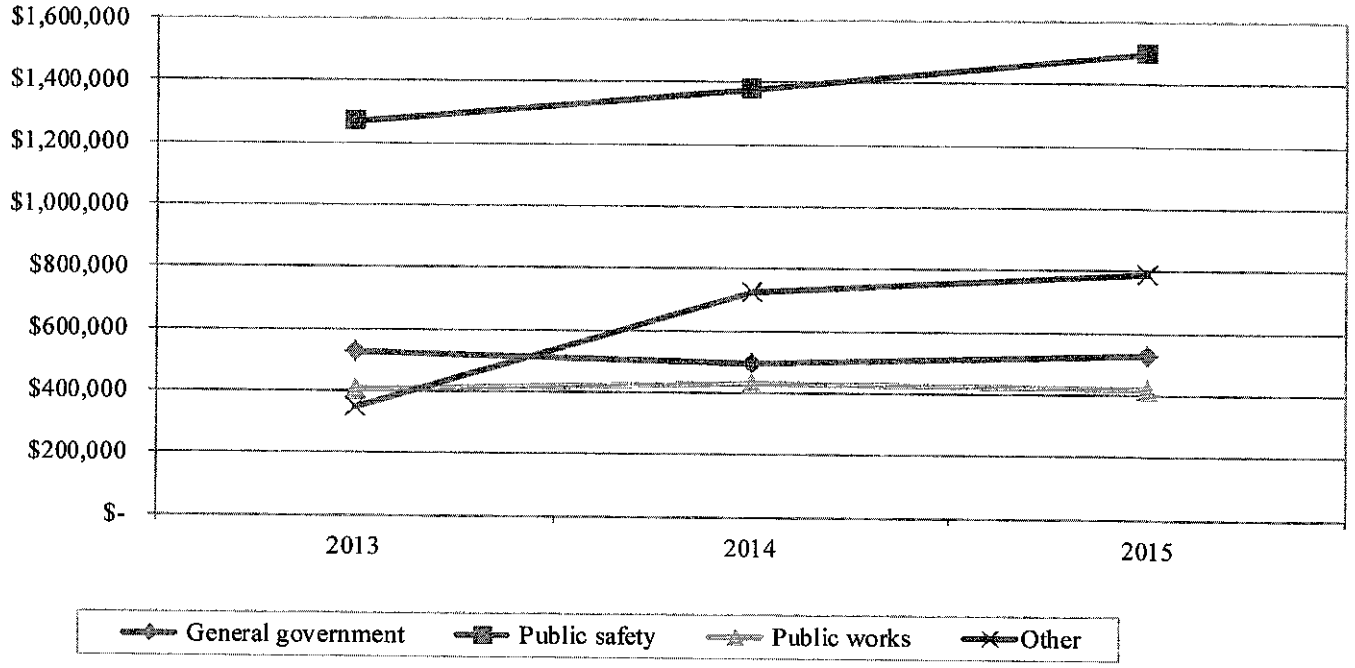
A comparison between General fund expenditures and transfers out for 2013, 2014, and 2015 is presented below:

Program	2013	2014	2015	Percent of Total	Per Capita	Peer Group Per Capita
General government	$ 525,098	$ 494,663	$ 529,679	16.4 %	$ 98	$ 130
Public safety	1,267,859	1,379,885	1,495,583	46.3	276	231
Public works	405,159	432,964	417,763	12.9	77	120
Culture and recreation	175,626	281,616	259,295	8.0	48	58
Economic development	120,451	10,238	11,353	0.4	2	4
Capital outlay	1,484	266,474	117,717	3.6	22	32
Debt service	2,106	22,792	1,552	-	-	-
Transfers out	49,255	147,395	399,818	12.4	74	-
Total expenditures and transfers	$ 2,547,038	$ 3,036,027	$ 3,232,760	100.0 %	$ 597	$ 575

The above chart compares the amount the City spends per capita in comparison to a peer group. The peer group average is compiled from 2014 information from the 4th Class Cities (populations 2,500 to 10,000) that we have requested from the Office of the State Auditor.

The expenditures and transfers out summarized above are presented graphically as follows:



Some of the line items with significant changes are highlighted below:

- Although less than budgeted for 2015, public safety expenses have increased $15,698 from 2014. The police department made up the largest portion ($91,631) of the increase from 2014.
- Within other expenditures, the overall increase from 2014 to 2015 is a combination of the decrease in capital outlay offset by the increase in transfers out.

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Special Revenue Funds

Special revenue funds receive revenue from specific sources and expenditures are for specific purposes. A summary of the special revenue fund balances is shown below:

Fund	Fund Balances December 31, 2014	Fund Balances December 31, 2015	Increase (Decrease)
Nonmajor			
Redbirds Maintenance	$ 5,358	$ 81	$ (5,277)
Economic Development Authority	21,320	(251)	(21,571)
Park	22,341	18,383	(3,958)
Revolving Loan	234,825	619,963	385,138
Forfeiture	4,817	7,679	2,862
Youth Rec Education Safety	932	2,600	1,668
TIF 9	130,977	91,279	(39,698)
TIF 10	215,110	40,715	(174,395)
TIF 11	613	620	7
City Technology Improvement	(3,469)	4,562	8,031
Total	$ 632,824	$ 785,631	$ 152,807

The increase in the Revolving Loan fund is a result of a $400,000 MIF loan granted and reported as loans receivable.

The decrease in the TIF 10 is a result of paying $160,000 to the County related to the partial decertification of the District.

Capital Projects Funds

The fund balances of all capital projects funds are summarized below:

Capital Projects Fund	Fund Balances December 31, 2014	Fund Balances December 31, 2015	Increase (Decrease)
Nonmajor			
Signal Light Improvement	$ 285,950	$ 289,464	$ 3,514
Fairway Blvd/County 5 Signal	152,264	188,197	35,933
Railroad Avenue Improvements	30,989	33,250	2,261
2013 Railroad Avenue and Walk Improvements	(766,009)	(561,065)	204,944
BMX & Bluebird Improvements	323,344	(146,872)	(470,216)
Public Works 2014 Site Improvements	208,025	(5,711)	(213,736)
Municipal Expansion	(49,252)	-	49,252
Pavement Management Improvements	-	30,489	30,489
City Parking Improvements	-	(50,410)	(50,410)
Capital Replacement	602,728	458,456	(144,272)
Total	$ 788,039	$ 235,798	$ (552,241)

The City should monitor funds with deficits to ensure that future revenues will be sufficient to cover all expenditures incurred.

The City budgeted $49,252 in 2015 to eliminate the deficit in the Municipal Expansion fund.

City staff have identified that the deficit in the 2013 Railroad Avenue and Walk Improvements fund will be covered by future Municipal State Construction Aid. Currently, the fund has $561,108 recorded as a deferred inflow. This will be recognized as revenue when the timing requirements are met.

Both the BMX & Bluebird Improvements and Public Works 2014 Site improvements projects were completed in 2015. The City Parking Improvements project is nearly complete. Transfers should be recorded in the future to eliminate these deficits.

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Debt Service Funds

Debt Service funds are a type of governmental fund to account for the accumulation of resources for the payment of interest and principal on debt (other than enterprise fund debt). Debt Service funds may have one or a combination of the following revenue sources pledged to retire debt as follows:

- Property taxes - Primarily for general City benefit projects such as parks and municipal buildings. Property taxes may also be used to fund special assessment bonds which are not fully assessed.
- Tax increments - Pledged exclusively for tax increment/economic development districts.
- Capitalized interest portion of bond proceeds - After the sale of bonds, the project may not produce revenue (tax increments or special assessments) for a period of one to two years. Bonds are issued with this timing difference considered in the form of capitalized interest.
- Special assessments - Charges to benefited properties for various improvements.

In addition to the above pledged assets, other funding sources may be received by Debt Service funds as follows: residual project proceeds from the related capital projects fund, investment earnings, state or federal grants, and transfers from other funds.

The following is a summary of the cash, total assets and bonds outstanding at year end for the governmental debt service funds:

Debt Service Fund	Cash Balance	Total Assets	Bonds Outstanding	Maturity Date
2006A Improvement Bonds	$ 122,060	$ 313,565	$ 285,000	01/01/17
2008A Improvement Bonds	207,131	603,628	400,000	12/01/18
2009A Crossover Refunding Bonds	109,344	468,432	165,000	12/01/17
2010B G.O. Improvement Refunding Bonds	639,435	953,152	1,335,000	12/01/21
2011A G.O. Improvement Bonds	199,432	348,496	575,000	02/01/22
2014A G.O.Tax Abatement Bonds	165,832	172,768	2,560,000	02/01/30
2014B G.O.Improvement Bonds	44,395	45,967	390,000	02/01/24
Total	$ 1,487,629	$ 2,906,008	$ 5,710,000	

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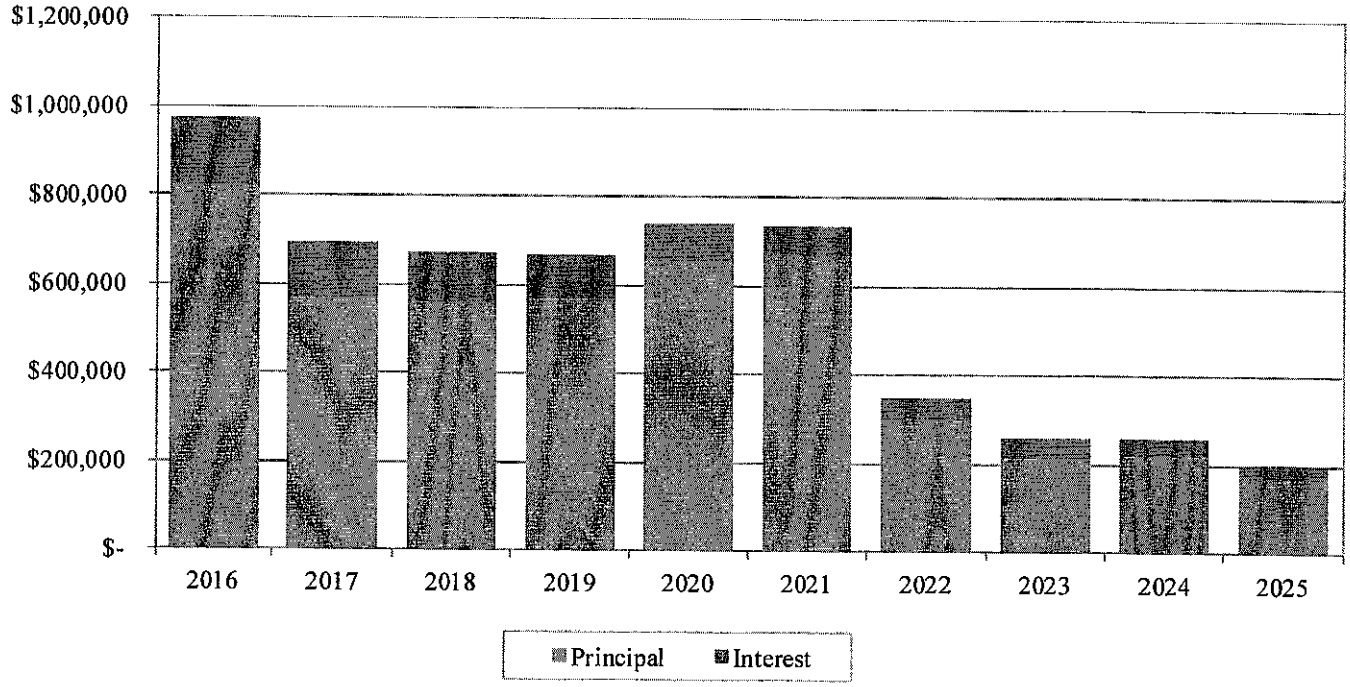
Debt Service Scheduled Principal and Interest for the next 10 years



A summary of non-enterprise fund bonds outstanding relative to market value and population follows:

Fiscal Year	Population (1)	Taxable Market Value (2)	Bonds Payable in Debt Service Funds (3)	Less Amount Available (4)	Net Debt	Ratio of Net Debt to Market Value	Net Debt per Capita
2015	5,409	$269,093,600	$ 5,710,000	$ 1,507,296	$ 4,202,704	1.6 %	$ 777
2014	5,385	258,315,600	6,330,000	1,441,936	4,888,064	1.9	908
2013	5,369	271,579,700	4,005,000	1,401,796	2,603,204	1.0	485
2012	5,286	277,719,500	4,640,000	1,307,821	3,332,179	1.2	630
2011	5,320	316,456,600	5,195,000	1,320,660	3,874,340	1.2	728

(1) Provided by City
(2) Provided by County
(3) Bonds reported in Debt Service funds
(4) Available fund balance in the Debt Service funds

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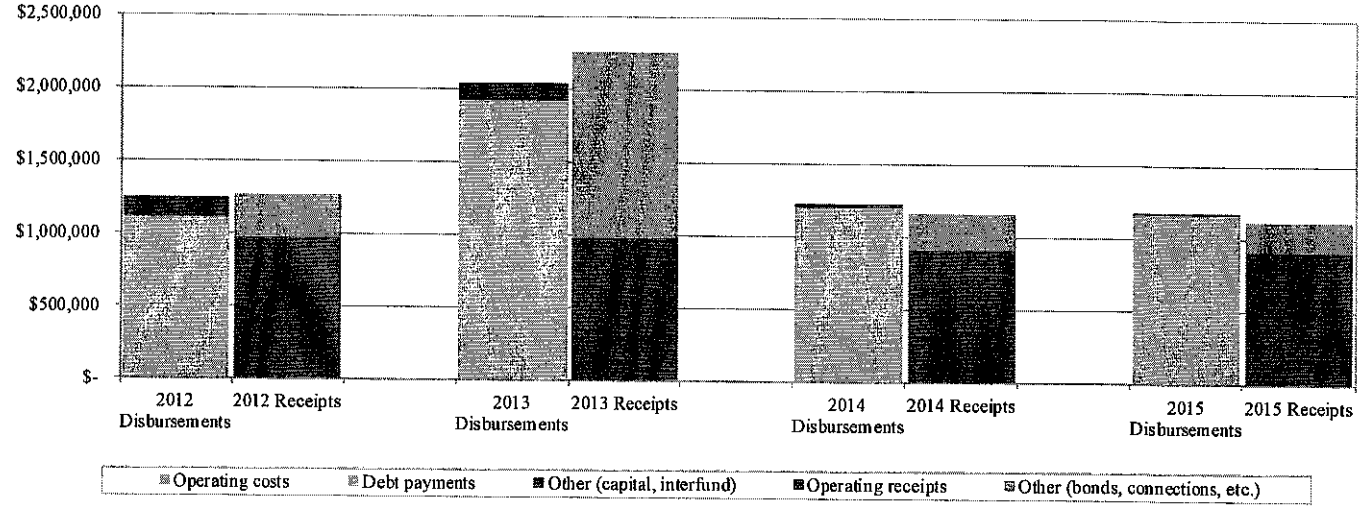
Enterprise Funds

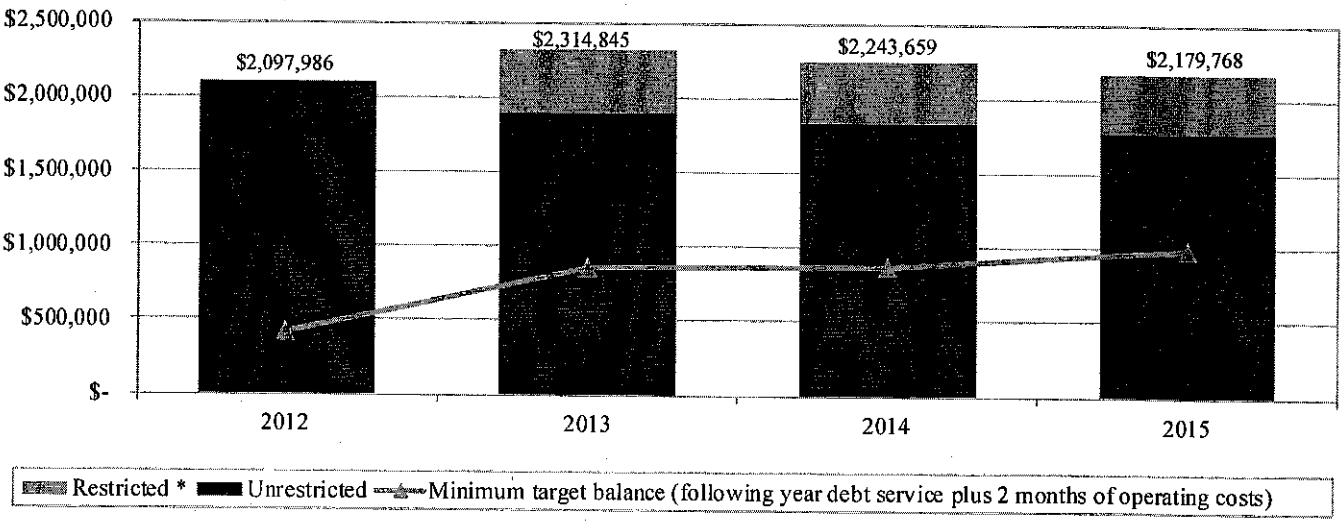
Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises- where the intent is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

The results of the operations in terms of cash flow and the breakdown of the cash balances for the past four years are as follows:

Water Utility Fund Cash Flow



Water Utility Fund Cash Balance



* Restricted cash is being held in escrow for future debt payments. For reporting, this is included as cash until called.

	2012	2013	2014	2015
Bonds payable	$ 7,260,681	$ 7,132,806	$ 6,535,056	$ 5,922,056

Some of the items with significant changes in the above charts are highlighted below:

- Operating receipts (blue) have not been sufficient alone to cover operating costs (grey) and debt payments (green) in any of the four years presented. This signifies the need for cash from connections ($150,385 in 2015, included in orange) and to utilize cash reserves to cover costs.

We recommend that the rates be reviewed annually to ensure that they are sufficient to cover operating costs, annual scheduled debt payments, and planned project costs.

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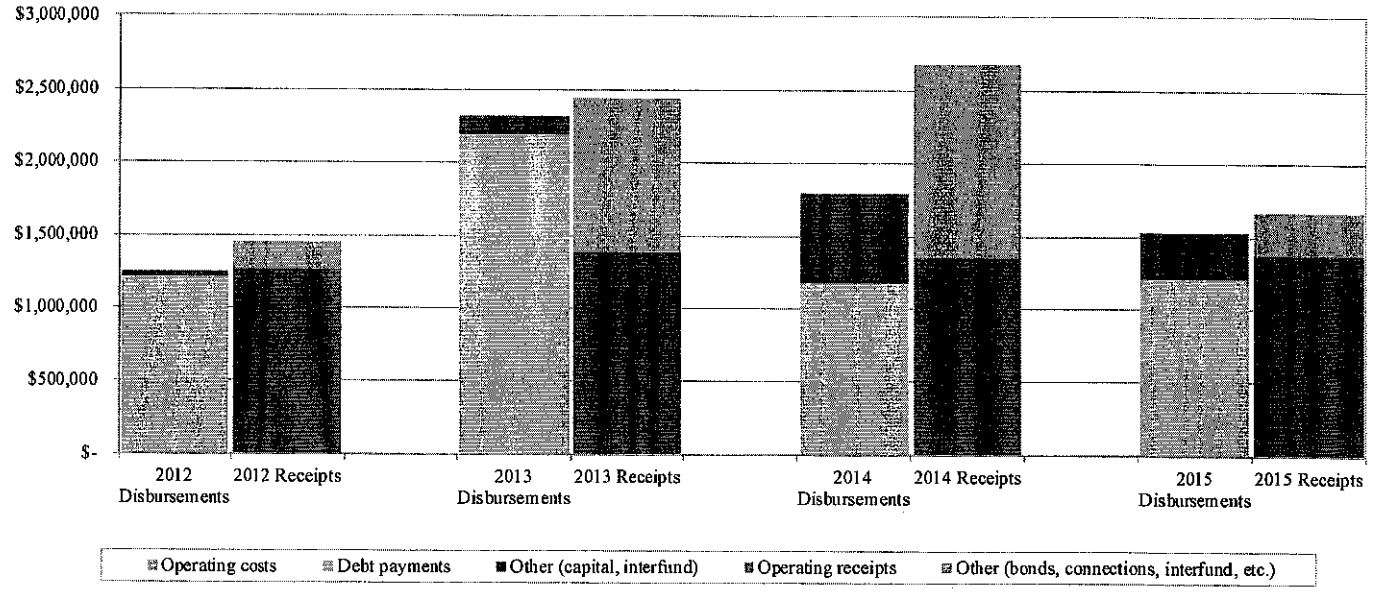
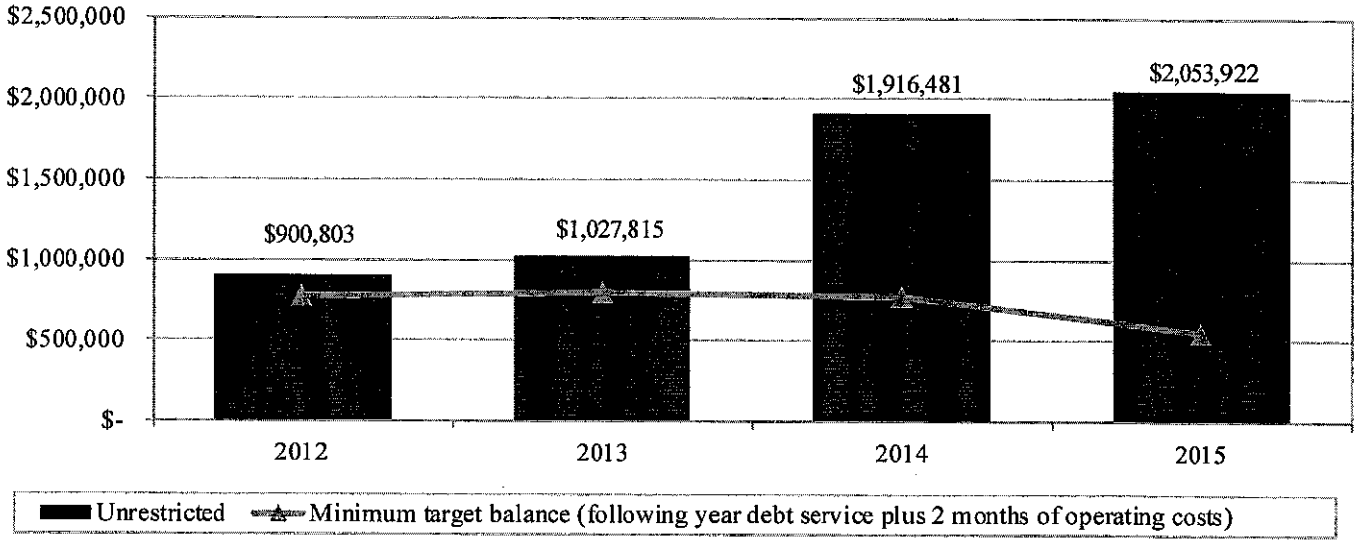
Sewer Utility Fund Cash Flow



Sewer Utility Fund Cash Balance



	2012	2013	2014	2015
Bonds payable	$ 4,757,659	$ 3,213,947	$ 3,431,159	$ 2,609,199

Some of the items with significant changes in the above charts are highlighted below:

- In 2014, $1,030,000 of revenue bonds were issued (included in orange). The bond proceeds have been used to pay for the Lift Station and Public Works improvement projects. Additionally, 2015 Waste Water Treatment Improvement project costs have been applied against these bond proceeds and approximately $172,000 is identified as unspent bond proceeds at year-end.
- For each of the years reported, operating receipts (blue) were sufficient to cover operating costs (grey) and debt payments (green) after factoring out refunded principal paid from bond proceeds in 2013.
- In 2015, receipts from connection fees were $176,479. For the four years presented, receipts from connection fees total $419,314.

As noted with the Water fund, we recommend that the rates be reviewed annually to ensure that they are sufficient to cover operating costs, annual scheduled debt payments, and planned project costs.

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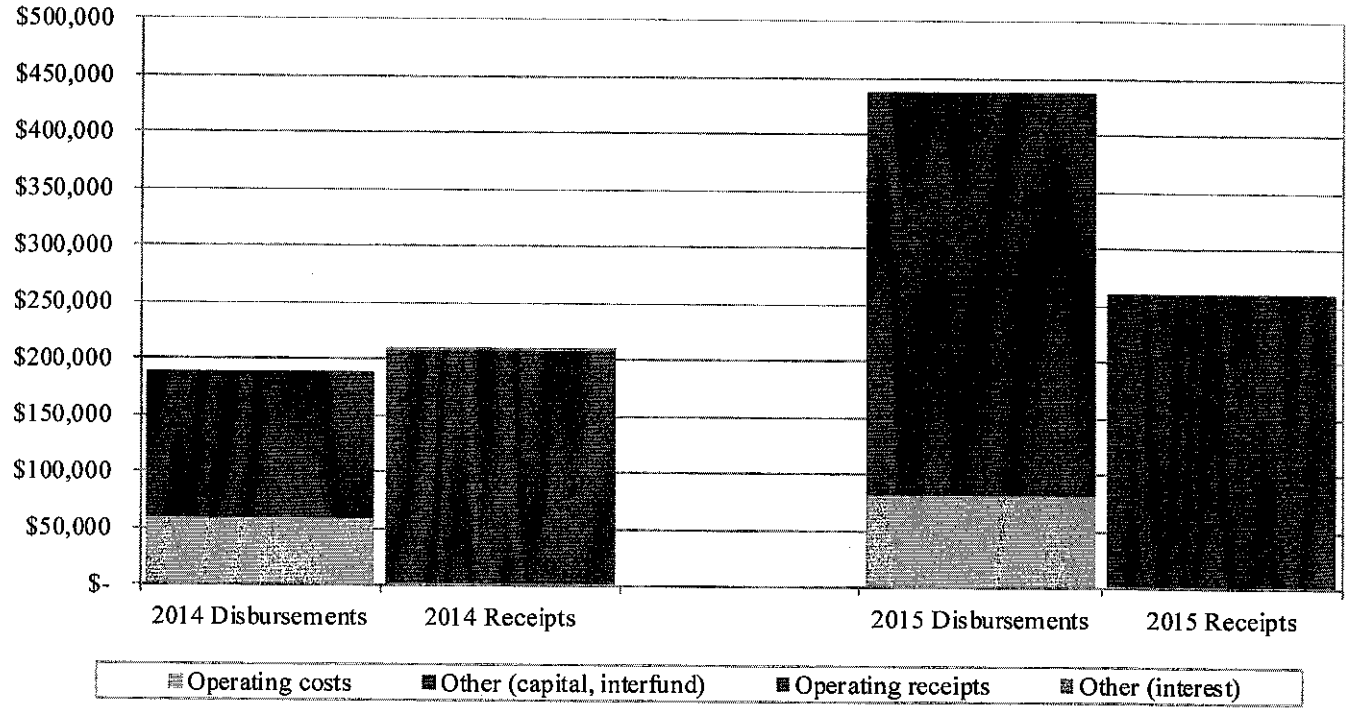
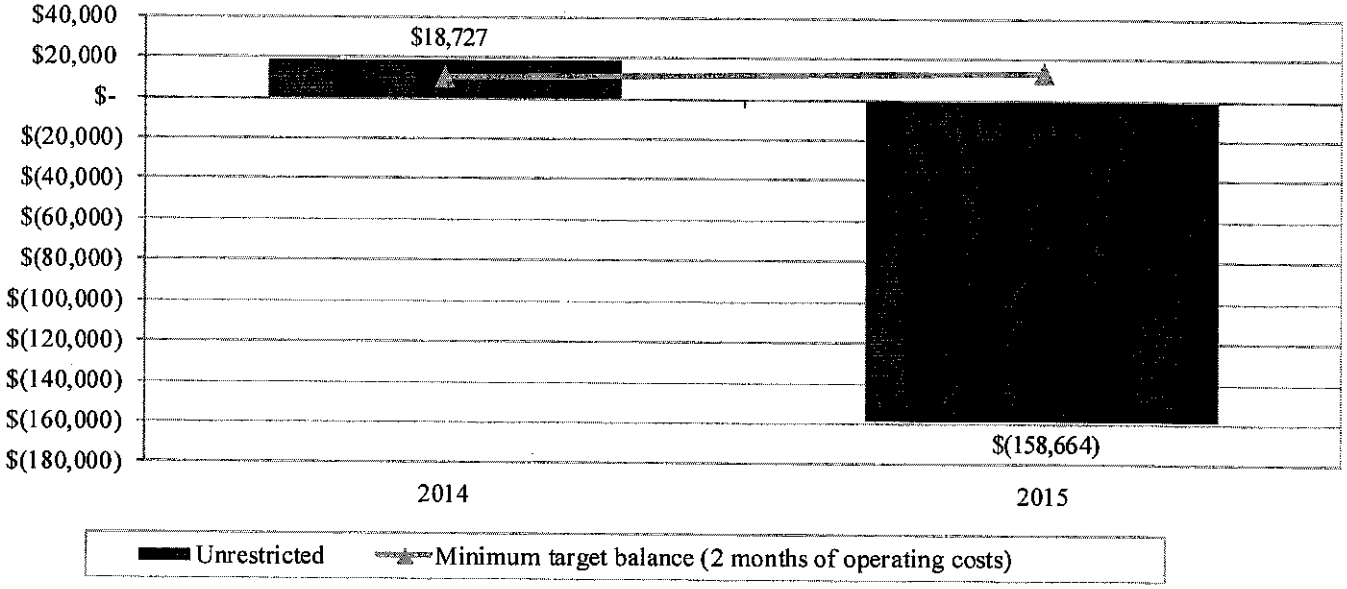
Storm Water Utility Fund Cash Flow



Storm Water Utility Fund Cash Balance



2014 was the first year of operations for the storm water fund. For both years presented, operating receipts (blue) were sufficient to cover operating costs (grey); however, there is negative cash of $158,664 at year-end as a result of 2015 capital (maroon). Future receipts in 2016 are anticipated to be sufficient to replenish this deficit.

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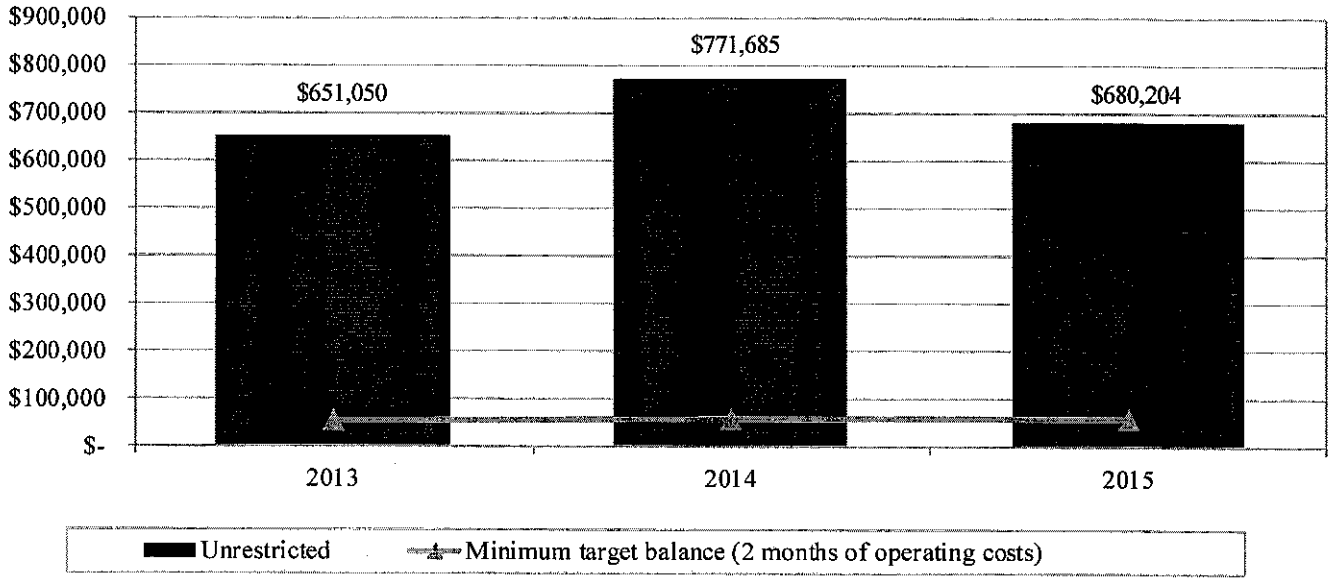
Liquor Store Fund

The following is a summary of operations in the Liquor fund for the past three years:

	2013		2014		2015	
	Total	Percent	Total	Percent	Total	Percent
Sales	$ 2,312,602	100.0 %	$ 2,414,876	100.0 %	$ 2,474,708	100.0 %
Cost of sales	1,708,940	73.9	1,751,938	72.5	1,806,637	73.0
Gross profit	603,662	26.1	662,938	27.5	668,071	27.0
Operating expenses	344,778	14.9	358,507	14.8	357,002	14.4
Operating income	258,884	11.2	304,431	12.7	311,069	12.6
Nonoperating revenues (expenses)	(12,634)	(0.5)	14,587	0.6	9,182	0.4
Income before transfers	246,250	10.7	319,018	13.3	320,251	13.0
Transfers out	(150,000)	(6.5)	(200,000)	(8.3)	(300,000)	(12.1)
Change in net position	$ 96,250	4.2 %	$ 119,018	5.0 %	$ 20,251	0.9 %

Liquor Store Fund Cash Balance



Net cash from operations over the last three years have been $301,344, $305,986, and $314,936 for 2015, 2014, and 2013, respectively.

The fund had $100,657 for capital costs primarily related to parking lot improvements. These costs, as well as $300,000 transferred to the General fund, contributed to the overall decrease in cash from 2014.

We recommend that the City continue reviewing gross profit margins as well as operating expenses to achieve profitability at a level sufficient to cover any major repairs, planned capital related projects, and support budgeted transfers to the General fund.

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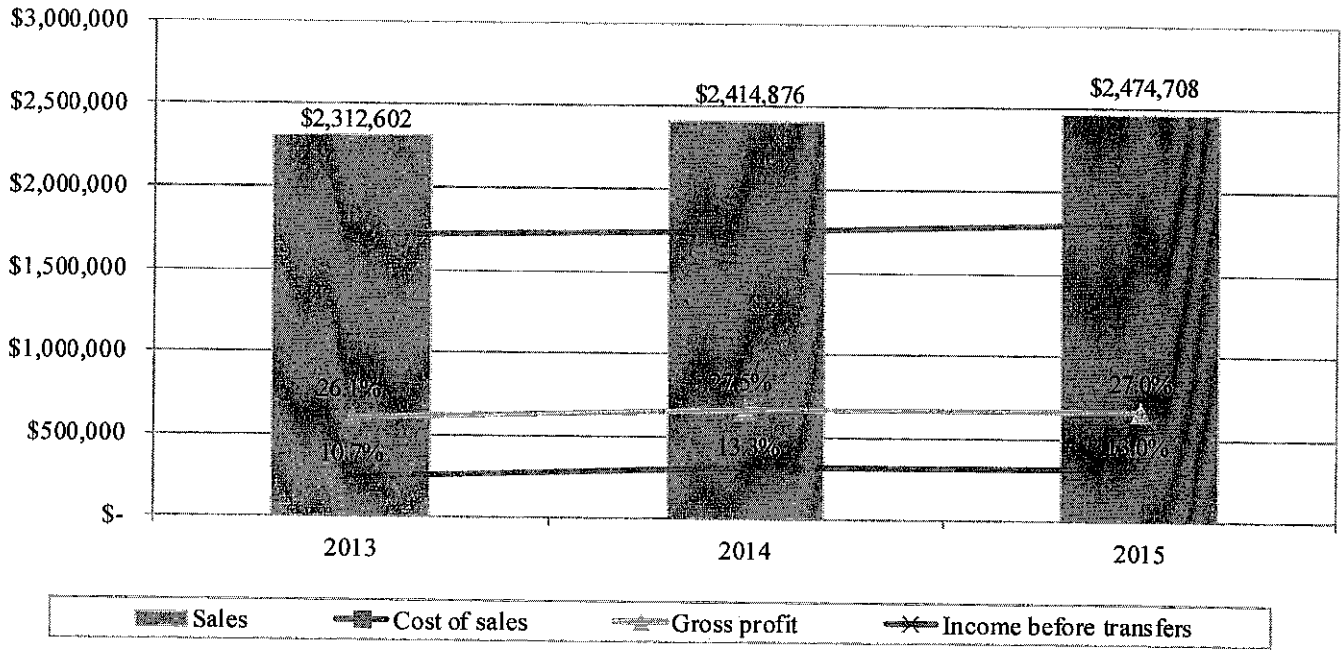
The Office of the State Auditor annually publishes a report analyzing the operation of municipal liquor stores in the state. The last most recent year of published information is for the year ended December 31, 2014. The statewide averages for all operations are summarized below.

	Off Sale Only Stores		
	2012	2013	2014
	Percent of Sales	Percent of Sales	Percent of Sales
Sales	100.0 %	100.0 %	100.0 %
Cost of sales	74.2 %	74.0 %	73.9 %
Gross profit	25.8	26.0	26.1
Operating expenses	16.5	16.9	17.1
Operating income	9.3	9.1	9.0
Nonoperating revenue (expense)	(0.2)	(0.3)	-
Income before transfers	9.1 %	8.8 %	9.0 %

Source: Analysis of Municipal Liquor Store Operations, for the year ended December 31, 2014.
Published by the Minnesota Office of the State Auditor

Liquor Fund Operations



Sales have continuously increased over the past three years. The gross profit remained fairly consistent with the previous year.

The City's gross profit percentages of 26.1, 27.5, and 27.0 percent for 2013, 2014 and 2015, respectively, are above the statewide averages. Additionally, the percentage of income before transfers was significantly higher for 2013 - 2015 than the statewide averages.

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Ratio Analysis

The following captures a few ratios from the City's financial statements that give some additional information for trend and peer group analysis. The peer group average is derived from information we have requested from the Office of the State Auditor. Different peer group averages are used for cities of the 4th class (population 2,500 to 10,000). The majority of these ratios facilitate the use of economic resources focus and accrual basis of accounting at the government-wide level. A combination of liquidity (ability to pay its most immediate obligations), solvency (ability to pay its long-term obligations), funding (comparison of financial amounts and economic indicators to measure changes in financial capacity over time) and common-size (comparison of financial data with other cities regardless of size) ratios are shown below.

Ratio	Calculation	Source	2012	2013	2014	2015
Debt to assets	Total liabilities/total assets	Government-wide	27%	25%	28%	28%
			33%	*32%*	*32%*	*N/A*
Debt service coverage	Net cash provided by operations/ enterprise fund debt payments	Enterprise funds	95%	135%	92%	95%
			106%	*117%*	*114%*	*N/A*
Debt per capita	Bonded debt/population	Government-wide	$3,006	$2,673	$3,026	$2,633
			$ 2,626	*$ 2,656*	*$ 2,506*	*N/A*
Taxes per capita	Tax revenues/population	Government-wide	$ 359	$ 354	$ 348	$ 381
			$ 480	*$ 487*	*$ 484*	*N/A*
Current expenditures per capita	Governmental fund current expenditures / population	Governmental funds	$ 509	$ 492	$ 542	$ 584
			$ 649	*$ 634*	*$ 674*	*N/A*
Capital expenditures per capita	Governmental fund capital expenditures / population	Governmental funds	$ 86	$ 149	$ 539	$ 253
			$ 298	*$ 294*	*$ 320*	*N/A*
Capital assets % left to depreciate - Governmental	Net capital assets/ gross capital assets	Government-wide	70%	66%	66%	63%
			65%	*64%*	*63%*	*N/A*
Capital assets % left to depreciate - Business-type	Net capital assets/ gross capital assets	Government-wide	82%	80%	78%	76%
			63%	*63%*	*61%*	*N/A*

Represents the City of Isanti
Represents Peer Group Average

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Debt-to-Assets Leverage Ratio (Solvency Ratio)

The debt-to-assets leverage ratio is a comparison of a City's total liabilities to its total assets or the percentage of total assets that are provided by creditors. It indicates the degree to which the City's assets are financed through borrowings and other long-term obligations (i.e. a ratio of 50 percent would indicate half of the assets are financed with outstanding debt).

Debt Service Coverage Ratio (Solvency Ratio)

The debt coverage ratio is a comparison of cash generated by operations to total debt service payments (principal and interest) of enterprise funds. This ratio indicates if there are sufficient cash flows from operations to meet debt service obligations. Except in cases where other nonoperating revenues (i.e. taxes, assessments, transfers from other funds, etc.) are used to fund debt service payments, an acceptable ratio would be above 100 percent.

Bonded Debt per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total bonded debt by the population of the City and represents the amount of bonded debt obligation for each citizen of the City at the end of the year. The higher the amount, the more resources are needed in the future to retire these obligations through taxes, assessments or user fees.

Taxes per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total tax revenues by the population of the City and represents the amount of taxes for each citizen of the City for the year. The higher this amount is, the more reliant the City is on taxes to fund its operations.

Current Expenditures per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total current governmental expenditures by the population of the City and represents the amount of governmental expenditures for each citizen of the City during the year. Since this is generally based on ongoing expenditures, we would expect consistent annual per capita results.

Capital Expenditures per Capita (Funding Ratio)

This dollar amount is arrived at by dividing the total governmental capital outlay expenditures by the population of the City and represents the amount of capital expenditures for each citizen of the City during the year. Since projects are not always recurring, the per capita amount will fluctuate from year to year.

Capital Assets Percentage (Common-size Ratio)

This percentage represents the percent of governmental or business-type capital assets that are left to be depreciated. The lower this percentage, the older the City's capital assets are and may need major repairs or replacements in the near future. A higher percentage may indicate newer assets being constructed or purchased and may coincide with higher debt ratios or bonded debt per capita.

Future Accounting Standard Changes

The following Governmental Accounting Standards Board (GASB) Statements have been issued and may have an impact on future City financial statements: [1]

GASB Statement No. 72 - *Fair Value Measurement and Application*

Summary

This statement addresses accounting and financial reporting issues related to fair value measurements. The definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements.

Effective Date and Transition

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2015. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will enhance comparability of financial statements among governments by requiring measurement of certain assets and liabilities at fair value using a consistent and more detailed definition of fair value and accepted valuation techniques. This Statement also will enhance fair value application guidance and related disclosures in order to provide information to financial statement users about the impact of fair value measurements on a government's financial position.

GASB Statement No. 73 - *Accounting and financial reporting for pension and related assets that are not within the scope of GASB Statement No. 68, and amendments to certain provisions of GASB Statements No. 67 and No. 68*

Summary

The objective of this Statement is to improve the usefulness of information about pensions included in the general purpose external financial reports of state and local governments for making decisions and assessing accountability. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement establishes requirements for defined benefit pensions that are not within the scope of Statement No. 68, Accounting and Financial Reporting for Pensions, as well as for the assets accumulated for purposes of providing those pensions. In addition, it establishes requirements for defined contribution pensions that are not within the scope of Statement 68. It also amends certain provisions of Statement No. 67, Financial Reporting for Pension Plans, and Statement 68 for pension plans and pensions that are within their respective scopes.

The requirements of this Statement extend the approach to accounting and financial reporting established in Statement 68 to all pensions, with modifications as necessary to reflect that for accounting and financial reporting purposes, any assets accumulated for pensions that are provided through pension plans that are not administered through trusts that meet the criteria specified in Statement 68 should not be considered pension plan assets. It also requires that information similar to that required by Statement 68 be included in notes to financial statements and required supplementary information by all similarly situated employers and nonemployer contributing entities.

This Statement also clarifies the application of certain provisions of Statements 67 and 68 with regard to the following issues:

1. Information that is required to be presented as notes to the 10-year schedules of required supplementary information about investment-related factors that significantly affect trends in the amounts reported.

2. Accounting and financial reporting for separately financed specific liabilities of individual employers and nonemployer contributing entities for defined benefit pensions.

Timing of employer recognition of revenue for the support of nonemployer contributing entities not in a special funding situation.

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Future Accounting Standard Changes - Continued

Effective Date and Transition

The requirements of this Statement that address accounting and financial reporting by employers and governmental nonemployer contributing entities for pensions that are not within the scope of Statement 68 are effective for financial statements for fiscal years beginning after June 15, 2016, and the requirements of this Statement that address financial reporting for assets accumulated for purposes of providing those pensions are effective for fiscal years beginning after June 15, 2015. The requirements of this Statement for pension plans that are within the scope of Statement 67 or for pensions that are within the scope of Statement 68 are effective for fiscal years beginning after June 15, 2015. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting by establishing a single framework for the presentation of information about pensions, which will enhance the comparability of pension-related information reported by employers and nonemployer contributing entities.

GASB Statement No. 74 - *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*

Summary

The objective of this Statement is to improve the usefulness of information about postemployment benefits other than pensions (other postemployment benefits or OPEB) included in the general purpose external financial reports of state and local governmental OPEB plans for making decisions and assessing accountability. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement replaces Statements No. 43, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, and No. 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans. It also includes requirements for defined contribution OPEB plans that replace the requirements for those OPEB plans in Statement No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans, as amended, Statement 43, and Statement No. 50, Pension Disclosures.

Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions, establishes new accounting and financial reporting requirements for governments whose employees are provided with OPEB, as well as for certain nonemployer governments that have a legal obligation to provide financial support for OPEB provided to the employees of other entities.

The scope of this Statement includes OPEB plans-defined benefit and defined contribution-administered through trusts that meet the following criteria:

- Contributions from employers and nonemployer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.
- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
- OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, and the OPEB plan administrator. If the plan is a defined benefit OPEB plan, plan assets also are legally protected from creditors of the plan members.

This Statement also includes requirements to address financial reporting for assets accumulated for purposes of providing defined benefit OPEB through OPEB plans that are not administered through trusts that meet the specified criteria.

Effective Date and Transition

This Statement is effective for financial statements for fiscal years beginning after June 15, 2016. Earlier application is encouraged.

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Future Accounting Standard Changes - Continued

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting primarily through enhanced note disclosures and schedules of required supplementary information that will be presented by OPEB plans that are administered through trusts that meet the specified criteria. The new information will enhance the decision-usefulness of the financial reports of those OPEB plans, their value for assessing accountability, and their transparency by providing information about measures of net OPEB liabilities and explanations of how and why those liabilities changed from year to year. The net OPEB liability information, including ratios, will offer an up-to-date indication of the extent to which the total OPEB liability is covered by the fiduciary net position of the OPEB plan. The comparability of the reported information for similar types of OPEB plans will be improved by the changes related to the attribution method used to determine the total OPEB liability. The contribution schedule will provide measures to evaluate decisions related to the assessment of contribution rates in comparison with actuarially determined rates, if such rates are determined. In addition, new information about rates of return on OPEB plan investments will inform financial report users about the effects of market conditions on the OPEB plan's assets over time and provide information for users to assess the relative success of the OPEB plan's investment strategy and the relative contribution that investment earnings provide to the OPEB plan's ability to pay benefits to plan members when they come due.

GASB Statement No. 75 - *Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pension*

Summary

The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). It also improves information provided by state and local governmental employers about financial support for OPEB that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits (pensions and OPEB) with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency.

This Statement replaces the requirements of Statements No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions, as amended, and No. 57, OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans, for OPEB. Statement No. 74, Financial Reporting for Postemployment Benefit Plans Other than Pension Plans, establishes new accounting and financial reporting requirements for OPEB plans.

The scope of this Statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed.

In addition, this Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This Statement also addresses certain circumstances in which a nonemployer entity provides financial support for OPEB of employees of another entity.

In this Statement, distinctions are made regarding the particular requirements depending upon whether the OPEB plans through which the benefits are provided are administered through trusts that meet the following criteria:

- Contributions from employers and nonemployer contributing entities to the OPEB plan and earnings on those contributions are irrevocable.

- OPEB plan assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.

OPEB plan assets are legally protected from the creditors of employers, nonemployer contributing entities, the OPEB plan administrator, and the plan members.

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Future Accounting Standard Changes - Continued

Effective Date

This Statement is effective for fiscal years beginning after June 15, 2017. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve the decision-usefulness of information in employer and governmental nonemployer contributing entity financial reports and will enhance its value for assessing accountability and interperiod equity by requiring recognition of the entire OPEB liability and a more comprehensive measure of OPEB expense. Decision-usefulness and accountability also will be enhanced through new note disclosures and required supplementary information, as follows:

- More robust disclosures of assumptions will allow for better informed assessments of the reasonableness of OPEB measurements.
- Explanations of how and why the OPEB liability changed from year to year will improve transparency.
- The summary OPEB liability information, including ratios, will offer an indication of the extent to which the total OPEB liability is covered by resources held by the OPEB plan, if any.
- For employers that provide benefits through OPEB plans that are administered through trusts that meet the specified criteria, the contribution schedules will provide measures to evaluate decisions related to contributions.

The consistency, comparability, and transparency of the information reported by employers and governmental nonemployer contributing entities about OPEB transactions will be improved by requiring:

- The use of a discount rate that considers the availability of the OPEB plan's fiduciary net position associated with the OPEB of current active and inactive employees and the investment horizon of those resources, rather than utilizing only the long-term expected rate of return regardless of whether the OPEB plan's fiduciary net position is projected to be sufficient to make projected benefit payments and is expected to be invested using a strategy to achieve that return.
- A single method of attributing the actuarial present value of projected benefit payments to periods of employee service, rather than allowing a choice among six methods with additional variations.
- Immediate recognition in OPEB expense, rather than a choice of recognition periods, of the effects of changes of benefit terms.
- Recognition of OPEB expense that incorporates deferred outflows of resources and deferred inflows of resources related to OPEB over a defined, closed period, rather than a choice between an open or closed period.

GASB Statement No. 76 - *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*

Summary

The objective of this Statement is to identify-in the context of the current governmental financial reporting environment-the hierarchy of generally accepted accounting principles (GAAP). The "GAAP hierarchy" consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP.

This Statement supersedes Statement No. 55, The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments.

Effective Date

The requirements of this Statement are effective for financial statements for periods beginning after June 15, 2015, and should be applied retroactively. Earlier application is permitted.

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How the Changes in This Statement Will Improve Financial Reporting

The requirements in this Statement improve financial reporting by (1) raising the category of GASB Implementation Guides in the GAAP hierarchy, thus providing the opportunity for broader public input on implementation guidance; (2) emphasizing the importance of analogies to authoritative literature when the accounting treatment for an event is not specified in authoritative GAAP; and (3) requiring the consideration of consistency with the GASB Concepts Statements when evaluating accounting treatments specified in nonauthoritative literature. As a result, governments will apply financial reporting guidance with less variation, which will improve the usefulness of financial statement information for making decisions and assessing accountability and enhance the comparability of financial statement information among governments.

GASB Statement No. 77 - *Tax Abatement Disclosures*

Summary

Financial statements prepared by state and local governments in conformity with generally accepted accounting principles provide citizens and taxpayers, legislative and oversight bodies, municipal bond analysts, and others with information they need to evaluate the financial health of governments, make decisions, and assess accountability. This information is intended, among other things, to assist these users of financial statements in assessing (1) whether a government's current-year revenues were sufficient to pay for current-year services (known as interperiod equity), (2) whether a government complied with finance-related legal and contractual obligations, (3) where a government's financial resources come from and how it uses them, and (4) a government's financial position and economic condition and how they have changed over time.

Financial statement users need information about certain limitations on a government's ability to raise resources. This includes limitations on revenue-raising capacity resulting from government programs that use tax abatements to induce behavior by individuals and entities that is beneficial to the government or its citizens. Tax abatements are widely used by state and local governments, particularly to encourage economic development. For financial reporting purposes, this Statement defines a tax abatement as resulting from an agreement between a government and an individual or entity in which the government promises to forgo tax revenues and the individual or entity promises to subsequently take a specific action that contributes to economic development or otherwise benefits the government or its citizens.

Although many governments offer tax abatements and provide information to the public about them, they do not always provide the information necessary to assess how tax abatements affect their financial position and results of operations, including their ability to raise resources in the future. This Statement requires disclosure of tax abatement information about (1) a reporting government's own tax abatement agreements and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues.

This Statement requires governments that enter into tax abatement agreements to disclose the following information about the agreements:

- Brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients.
- The gross dollar amount of taxes abated during the period.
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

Governments should organize those disclosures by major tax abatement program and may disclose information for individual tax abatement agreements within those programs.

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Tax abatement agreements of other governments should be organized by the government that entered into the tax abatement agreement and the specific tax being abated. Governments may disclose information for individual tax abatement agreements of other governments within the specific tax being abated. For those tax abatement agreements, a reporting government should disclose:

- The names of the governments that entered into the agreements.
- The specific taxes being abated.
- The gross dollar amount of taxes abated during the period.

Effective Date and Transition

The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2015. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement improve financial reporting by giving users of financial statements essential information that is not consistently or comprehensively reported to the public at present. Disclosure of information about the nature and magnitude of tax abatements will make these transactions more transparent to financial statement users. As a result, users will be better equipped to understand (1) how tax abatements affect a government's future ability to raise resources and meet its financial obligations and (2) the impact those abatements have on a government's financial position and economic condition.

GASB Statement No. 78 - *Pension Provided Through Certain Multiple-Employer Defined Benefit Pension Plans*

Summary

The objective of this Statement is to address a practice issue regarding the scope and applicability of Statement No. 68, Accounting and Financial Reporting for Pensions. This issue is associated with pensions provided through certain multiple-employer defined benefit pension plans and to state or local governmental employers whose employees are provided with such pensions.

Prior to the issuance of this Statement, the requirements of Statement 68 applied to the financial statements of all state and local governmental employers whose employees are provided with pensions through pension plans that are administered through trusts that meet the criteria in paragraph 4 of that Statement.

This Statement amends the scope and applicability of Statement 68 to exclude pensions provided to employees of state or local governmental employers through a cost-sharing multiple-employer defined benefit pension plan that (1) is not a state or local governmental pension plan, (2) is used to provide defined benefit pensions both to employees of state or local governmental employers and to employees of employers that are not state or local governmental employers, and (3) has no predominant state or local governmental employer (either individually or collectively with other state or local governmental employers that provide pensions through the pension plan). This Statement establishes requirements for recognition and measurement of pension expense, expenditures, and liabilities; note disclosures; and required supplementary information for pensions that have the characteristics described above.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after December 15, 2015. Earlier application is encouraged.

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Future Accounting Standard Changes - Continued

GASB Statement No. 79 - *Certain External Investment Pools and Pool Participants*

Summary

This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. An external investment pool qualifies for that reporting if it meets all of the applicable criteria established in this Statement. The specific criteria address (1) how the external investment pool transacts with participants; (2) requirements for portfolio maturity, quality, diversification, and liquidity; and (3) calculation and requirements of a shadow price. Significant noncompliance prevents the external investment pool from measuring all of its investments at amortized cost for financial reporting purposes. Professional judgment is required to determine if instances of noncompliance with the criteria established by this Statement during the reporting period, individually or in the aggregate, were significant.

If an external investment pool does not meet the criteria established by this Statement, that pool should apply the provisions in paragraph 16 of Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as amended. If an external investment pool meets the criteria in this Statement and measures all of its investments at amortized cost, the pool's participants also should measure their investments in that external investment pool at amortized cost for financial reporting purposes. If an external investment pool does not meet the criteria in this Statement, the pool's participants should measure their investments in that pool at fair value, as provided in paragraph 11 of Statement 31, as amended.

This Statement establishes additional note disclosure requirements for qualifying external investment pools that measure all of their investments at amortized cost for financial reporting purposes and for governments that participate in those pools. Those disclosures for both the qualifying external investment pools and their participants include information about any limitations or restrictions on participant withdrawals.

Effective Date

The requirements of this Statement are effective for reporting periods beginning after June 15, 2015, except for the provisions in paragraphs 18, 19, 23-26, and 40, which are effective for reporting periods beginning after December 15, 2015.

How the Changes in This Statement Will Improve Financial Reporting

This Statement will enhance comparability of financial statements among governments by establishing specific criteria used to determine whether a qualifying external investment pool may elect to use an amortized cost exception to fair value measurement. Those criteria will provide qualifying external investment pools and participants in those pools with consistent application of an amortized cost-based measurement for financial reporting purposes. That measurement approximates fair value and mirrors the operations of external investment pools that transact with participants at a stable net asset value per share.

GASB Statement No. 80 - *Blending Requirements for Certain Component Units - an Amendment of GASB Statement No. 14*

Summary

The objective of the Statement is to improve financial reporting by clarifying the financial statement presentation requirements for certain component units. This Statement amends the blending requirements established in paragraph 53 of Statement No. 14, *The Financial Reporting Entity, as amended.*

This Statement amends the blending requirements for the financial statement presentation of component units of all state and local governments. The additional criterion requires blending of a component unit incorporated as a not-for-profit corporation in which the primary government is the sole corporate member. The additional criterion does not apply to component units included in the financial reporting entity pursuant to the provisions of Statement No. 39, *Determining Whether Certain Organizations Are Component Units.*

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Future Accounting Standard Changes - Continued

Effective Date

The requirements of this Statement are effective for reporting periods beginning after June 15, 2016. Earlier application is encouraged.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement enhance the comparability of financial statements among governments. Greater comparability improves the decision-usefulness of information reported in financial statements and enhances its value for assessing government accountability.

[1] *Note*. From GASB Pronouncements Summaries. Copyright 2015 by the Financial Accounting Foundation, 401 Merritt 7, Norwalk, CT 06856, USA, and is reproduced with permission.

* * * * *

Restriction on Use

This communication is intended solely for the information and use of the City Council, management, others within the City, and the Minnesota Office of the State Auditor, and is not intended to be and should not be used by anyone other than these specified parties.

Our audit would not necessarily disclose all weaknesses in the system because it was based on selected tests of the accounting records and related data. The comments and recommendations in the report are purely constructive in nature, and should be read in this context.

If you have any questions or wish to discuss any of the items contained in this letter, please feel free to contact us at your convenience. We wish to thank you for the opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Abdo Eick & Meyers, LLP

ABDO, EICK & MEYERS, LLP
Minneapolis, Minnesota
April 11, 2016

People + Process. Going Beyond the Numbers

K.2.

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: April 14, 2016

Subject: Water and Sanitary Sewer Study Report

Jessica Green, Northland Securities, will be presenting the Water and Sanitary Sewer Rate Study at the meeting. The Finance Committee has reviewed the study. Attached for your consideration is a Resolution to accept the Water and Sanitary Sewer Rate Study.

RESOLUTION NO. 2016-

RESOLUTION ACCEPTING THE WATER AND SANITARY SEWER RATE STUDY REPORT

WHEREAS, the City of Isanti, through City Council Resolution No. 2016-020, accepted the proposal from Northland Securities to perform a utility rate study for the water and sanitary sewer utilities; and

WHEREAS, Northland Securities, working with the Finance Committee and staff, has completed the water and sanitary sewer rate study;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby accepts the Water and Sanitary Sewer Rate Study as prepared by Northland Securities.

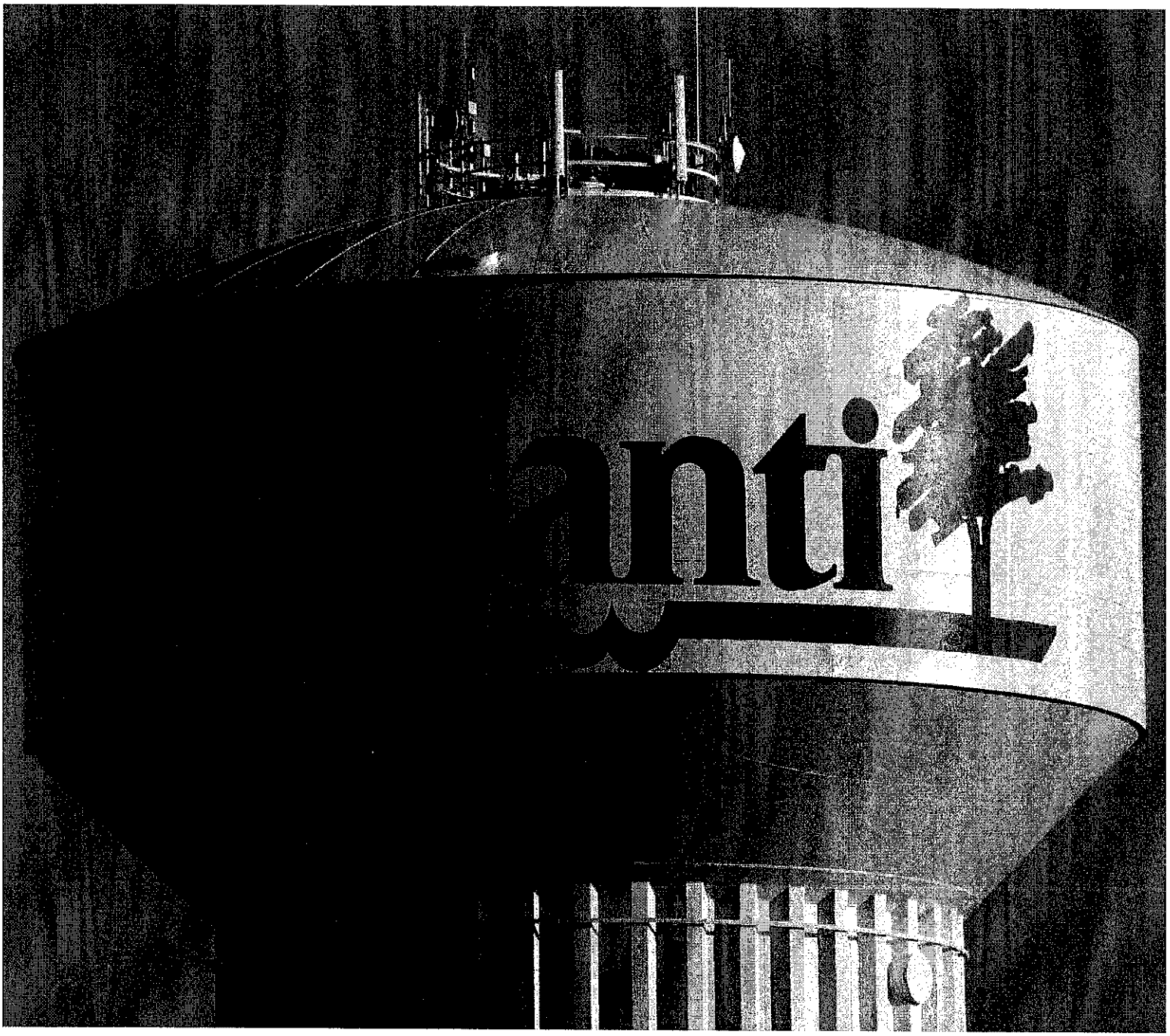
This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)



Water and Sanitary Sewer Rate Study Report
City of Isanti, Minnesota
City Council Presentation
April 19, 2016

NORTHLAND SECURITIES

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Contents

Executive Summary **1**
- Water 2
- Sanitary Sewer 4
- SAC/WAC 6
- Other Considerations 6

Supporting Analysis **7**
- Key Assumptions 7
- Water 8
- Sewer 8

Comparable Cities **11**

Executive Summary

This report presents the results of the study of customer rates for water and sanitary sewer utilities operated by the City of Isanti. This study was conducted by Northland Securities working with city staff and the City's Finance Committee. The purpose of the study was to provide the City with information needed to effectively manage rates and maintain the sound financial condition of these utilities.

Northland created a model that projected future revenues based on average consumption, number of customers and rates. The model allowed city officials to explore the financial implications of:

- Growth in the customer base.
- Use of existing reserves.
- Changes in base and consumption rates.

A variety of options were explored through the study process. These options considered alternative rates of growth, changes in rates and use of existing reserves. Through these investigations, the Finance Committee developed the recommendations described in this report for consideration by the City Council.

It is important to note that the projections used in this study are not intended as a detailed financial management plan for the utilities. The projections were designed to provide a framework for highlighting the financial implications related to changes in key assumptions. Ongoing monitoring of the financial condition of each utility is required to assess the outcomes based on actual operations. The assumptions used in the projections are described in Supporting Analysis section.

Water

The combination of existing reserves and projected future income allow the City to reduce user charges. The recommended rate change is a reduction in the base rate from $16.90 to $12.68 (25%). The effective date for the recommended rate change is January 1, 2017. Base and usage rates are proposed to increase annually by 3% in the years 2018 though 2020.

The rationale for the recommendation includes:

- A reduction in the base rate allows all water customers to share in the lower costs.
- The reduction in the base rate conveys the greatest benefit to lower use customers.
- The resulting reduction in revenues provides sufficient revenues to pay for projected operating expenses, planned capital improvements and existing debt service.
- The Water Fund maintains an acceptable "minimum cash balance" through 2020. (The targeted minimum cash balance is explained in the next section of this report.)
- The Water Fund is projected to produce net operating revenue in excess of debt service in 2016 and 2020. In the years 2017, 2018 and 2019, current projections indicate a slight net operating loss will occur after debt service. However, given the significant cash balance within the water fund, a 25% reduction of the base rate is still recommended. Additionally, growth assumptions used for the purposes of this study remain conservative. Actual growth and usage figures, which should be reviewed annually, may eliminate the projected net operating loss after debt service. This is an important factor for a bond rating and should remain a consideration for the City. A history of net revenues exceeding annual debt service allows the rating agency to exclude water revenue supported debt from debt ratio calculations.

Table 1 contains the proposed water rate schedule and water rates for the years 2011-2016. Table 2 contains the base fee schedule for commercial customers (no change in the allocation of base fees is proposed). Table 3 compares the monthly and annual costs under current and proposed rates for residential customers using 3,500, 5,000, 10,000 and 15,000 gallons per month.

Table 1
Historical and Recommended Water Rates

		Usage per 1,000 Gallons		
		Up to 10,000	10,001 to 25,000	Over 25,000
Year	Base Fee	Gallons	Gallons	Gallons
2011	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2012	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2013	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2014	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2015	$ 16.90	$ 2.99	$ 3.75	$ 4.67
2016	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2017	$ 12.68	$ 2.99	$ 3.74	$ 4.67
2018	$ 13.06	$ 3.08	$ 3.85	$ 4.81
2019	$ 13.45	$ 3.17	$ 3.97	$ 4.95
2020	$ 13.85	$ 3.27	$ 4.09	$ 5.10

Table 2
Commercial Base Fee Consumption Schedule

Consumption (Gallons)			# of Base Fees
0	to	5,000	1
5,001	to	15,000	2
15,001	to	30,000	3
30,001	to	50,000	4
50,001	to	75,000	5
75,001	to	105,000	6
105,001	to	140,000	7
140,001	to	180,000	8
180,001	to	225,000	9
225,001	to	275,000	10

Table 3
Estimated Cost of Water Service

	2016	2017	2018	2019	2020
Base	16.90	12.68	13.06	13.45	13.85
Tier 1	2.99	2.99	3.08	3.17	3.27
Tier 2	3.74	3.74	3.85	3.97	4.09
Tier 3	4.67	4.67	4.81	4.95	5.10
Gal/Mon			Cost Per Month		
3,500	27.37	23.14	23.83	24.55	25.29
5,000	31.85	27.63	28.45	29.31	30.19
10,000	46.80	42.58	43.85	45.17	46.52
15,000	65.50	61.28	63.11	65.01	66.96
Gal/Mon			Cost Per Year		
3,500	328.38	277.68	286.01	294.59	303.43
5,000	382.20	331.50	341.45	351.69	362.24
10,000	561.60	510.90	526.23	542.01	558.27
15,000	786.00	735.30	757.36	780.08	803.48

Sanitary Sewer

The combination of existing reserves and projected future income allow the City to reduce user charges. The recommended rate change is a reduction in the base rate from $22.86 to $11.43 (50%). The effective date for the recommended rate change is January 1, 2017. Base and usage rates are proposed to increase annually by 3% in the years 2018 though 2020. Additionally, it is recommended that $850,000 of existing cash be used to pay for 2016 sanitary sewer system improvements, reducing the amount of anticipated debt needed to finance these improvements.

The rationale for the recommendation includes:

- A reduction in the base rate allows all sewer customers to share in the lower costs.
- The reduction in the base rate conveys the greatest benefit to lower use customers.
- The resulting reduction in revenues provides sufficient revenues to pay for projected operating expenses, planned capital improvements and existing debt service.
- The Sewer Fund maintains an acceptable "minimum cash balance" through 2020. (The targeted minimum cash balance is explained in the next section of this report.)
- The Sewer Fund is projected to produce net operating revenue in excess of debt service. This is an important factor for a bond rating. A history of net revenues exceeding annual debt service allows the rating agency to exclude sewer revenue supported debt from debt ratio calculations.

Table 4 contains the proposed sewer rate schedule and water rates for the years 2011-2016. Table 5 contains the base fee schedule for commercial customers (no change in the allocation of base fees is proposed). Table 6 compares the monthly and annual costs under current and proposed rates for residential customers using 3,500, 5,000, 10,000 and 15,000 gallons of water per month.

Table 4
Historical and Recommended Sewer Rates

		Usage per 1,000 Gallons		
		Up to 10,000	10,001 to 25,000	Over 25,000
Year	Base Fee	Gallons	Gallons	Gallons
2011	$ 20.28	$ 6.45	$ 8.06	$ 10.08
2012	$ 20.89	$ 6.64	$ 8.30	$ 10.38
2013	$ 21.53	$ 6.84	$ 8.55	$ 10.69
2014	$ 22.19	$ 7.05	$ 8.84	$ 11.02
2015	$ 22.86	$ 7.26	$ 9.08	$ 11.34
2016	$ 22.86	$ 7.26	$ 9.08	$ 11.34
2017	$ 11.43	$ 7.26	$ 9.08	$ 11.34
2018	$ 11.77	$ 7.48	$ 9.35	$ 11.68
2019	$ 12.13	$ 7.70	$ 9.63	$ 12.03
2020	$ 12.49	$ 7.93	$ 9.92	$ 12.39

Table 5
Commercial Base Fee Consumption Schedule

Consumption (Gallons)			# of Base Fees
0	to	5,000	1
5,001	to	15,000	2
15,001	to	30,000	3
30,001	to	50,000	4
50,001	to	75,000	5
75,001	to	105,000	6
105,001	to	140,000	7
140,001	to	180,000	8
180,001	to	225,000	9
225,001	to	275,000	10

Table 6
Estimated Cost of Sewer Service

	2016	2017	2018	2019	2020
Base	22.86	11.43	11.77	12.13	12.49
Tier 1	7.26	7.26	7.48	7.70	7.93
Tier 2	9.08	9.08	9.35	9.63	9.92
Tier 3	11.34	11.34	11.68	12.03	12.39
Gal/Mon		Cost Per Month			
3,500	48.27	36.84	37.95	39.08	40.26
5,000	59.16	47.73	49.16	50.64	52.16
10,000	113.66	102.23	105.30	108.46	111.71
15,000	140.86	129.43	133.31	137.31	141.43
Gal/Mon		Cost Per Year			
3,500	579.24	442.08	455.34	469.00	483.07
5,000	709.92	572.76	589.94	607.64	625.87
10,000	1,363.92	1,226.76	1,263.56	1,301.47	1,340.51
15,000	1,690.32	1,553.16	1,599.75	1,647.75	1,697.18

SAC/WAC

Although this study did not specifically analyze connection charges, it is recommended that the City continue the current policy of 3% annual increases in SAC and WAC.

Other Considerations

The January 1, 2017 effective date for the rate changes allows the City to take a series of verifying actions before final implementation:

1. The preliminary 2015 data used in the projections should be compared with the approved 2015 Audit and adjusted as needed.
2. The Sewer Fund projections should incorporate principal and interest payments from the sale of the 2016 G.O. Sewer Revenue Bonds.
3. The growth projections used in the study should be reviewed based on actual growth in 2016 and proposed development in 2017.
4. Assumptions used in this study should be compared with the 2017 Budget and significant differences should be reconciled.
5. The City should monitor water consumption trends. Declining water use will reduce projected revenues.

Supporting Analysis

This section contains the analysis and other information used in formulating the recommended actions.

Key Assumptions

The results of the study are shaped by underlying assumptions. The following section summarizes the key assumptions used in this study. Changes in these assumptions will alter the projected outcomes.

1. Operating revenues and expenditures for 2012, 2013, and 2014 come from the audited annual financial report.
2. Revenues and expenditures for 2015 are based on unaudited year end financial reports.
3. 2016 data is based on the 2016 Budget with adjustments to Connection Fees, Capital Outlay, Depreciation.
4. Water revenues from consumption are based on average consumption for the period 1/24/2015 to 1/23/2016 as listed in the Consumption Analysis Report. Average consumption is held constant over the five-year term of the projections.
5. All new residential customers are placed in the first tier of the rate schedule.
6. The projections assume that new residential growth only produces 50% of the possible revenue in the year of development to account for the construction period.
7. The projections assume one new commercial customer each year.
8. All new commercial customers are placed in the first tier of the rate schedule.
9. The projections assume one new industrial customer each year.
10. All new industrial customers are placed in the first tier of the rate schedule.
11. No new public customers are included in the projections.
12. No new apartment customers are included in the projections.
13. Annual adjustments in future expenditures use the following factors: Staffing 5%, Utilities 2%, Supplies 2%, Support 2%.
14. Investment income is based on 1% return on the prior year's ending balance.
15. Capital outlay expenditures were provided by the City.
16. The projections include estimated debt service on bonds issued in 2016 in an amount of $2,590,000 to finance sanitary sewer system improvements. The total cost of the improve-

ments is estimated to be $3,360,000. The borrowing need is reduced by a $850,000 cash contribution from the Sewer Fund.

The projections show a "minimum cash balance". This balance represents one-half of annual operating expenses (staffing, supplies, utilities, support services, and depreciation) plus debt service, capital outlay and transfers minus bond proceeds. The minimum cash balance is intended to provide a benchmark for cash reserves retained by each fund. It has been used to protect against excessive rate changes and use of reserves.

Water

Table 7 (on the next page) contains the Water Fund projections using the Key Assumptions and the recommended rate structure.

Sewer

Table 8 (Page 10) contains the Water Fund projections using the Key Assumptions and the recommended rate structure.

Table 7
Water Fund (601) Projections - Recommended Rate Scenario

	Actual 2012	Actual 2013	Actual 2014	Estimated 2015	Budget 1 2016	2 2017	3 2018	4 2019	5 2020
Revenues									
Charges for Services	973,310	921,030	906,923	916,941	917,993	800,615	832,700	865,991	900,529
Connection Fees	72,348	(7,314)	145,853	150,385	275,775	102,257	105,325	108,485	111,739
Other	48,650	8,975	55,152	38,692	42,966	43,000	43,000	43,000	43,000
Total Operating Revenue	1,094,308	922,691	1,107,928	1,106,018	1,236,734	945,872	981,026	1,017,476	1,055,269
Expenditures									
Staffing	180,972	184,312	216,569	222,664	238,449	250,371	262,890	276,035	289,836
Supplies/Materials	32,528	42,927	65,514	41,483	62,289	63,535	66,076	68,719	71,468
Utilities	43,529	44,203	47,428	43,344	48,313	49,279	50,265	51,270	52,296
Support Services/Charges	79,379	149,823	81,557	92,977	104,396	106,484	110,743	115,173	119,780
Total Operating Expenditures	336,408	421,265	411,068	400,468	453,447	469,669	489,974	511,197	533,380
Net Operating Income	757,900	501,426	696,860	705,550	783,287	476,203	491,051	506,279	521,889
Debt Service	776,074	1,549,402	792,579	796,978	525,128	521,990	514,847	519,514	518,786
Net Income After Debt Service	(18,174)	(1,047,976)	(95,719)	(91,428)	258,159	(45,788)	(23,796)	(13,235)	3,102
Other Activities									
Interest Earnings			47,238	22,990	17,763	15,691	14,897	14,672	14,551
Bond Proceeds	167,844	1,240,405	0	0		0	0	0	0
Capital Outlay	(135,213)	(16,254)	(28,345)	(15,069)	(478,800)	(45,000)	(9,240)	(9,240)	0
Transfers	0	(43,573)	(4,398)	(4,377)	(4,333)	(4,333)	(4,333)	(4,333)	(4,333)
Depreciation	(341,727)	(357,343)	(358,816)	(370,246)	(357,034)	(380,045)	(384,545)	(383,667)	(384,591)
Net Income	(327,270)	(224,741)	(440,040)	(458,130)	(564,245)	(459,475)	(407,017)	(395,803)	(371,270)
Fund Balance									
Beginning Cash Balance	2,074,038	2,097,986	1,903,410	1,832,224	1,776,323	1,569,112	1,489,682	1,467,210	1,455,074
Net Income	(327,270)	(224,741)	(440,040)	(458,130)	(564,245)	(459,475)	(407,017)	(395,803)	(371,270)
Depreciation	341,727	357,343	358,816	370,246	357,034	380,045	384,545	383,667	384,591
Other Cash Flow Impact	9,491	84,257	10,038	31,983	0	0	0	0	0
Ending Cash Balance	2,097,986	2,314,845	1,832,224	1,776,323	1,569,112	1,489,682	1,467,210	1,455,074	1,468,394

Table 8
Sewer Fund (602) Projections - Recommended Rate Scenario

	Actual 2012	Actual 2013	Actual 2014	Estimated 2015	1 2016	2 2017	3 2018	4 2019	5 2020
Revenue									
Charges for Services	1,291,381	1,322,195	1,341,517	1,375,981	1,348,993	1,061,452	1,108,082	1,156,555	1,206,940
Connection Charges	84,732	(8,570)	166,673	176,479	322,950	119,750	123,342	127,043	130,854
Other	20,519	14,462	20,496	24,129	26,844	15,000	15,000	15,000	15,000
Total Operating Revenue	1,396,632	1,328,087	1,528,686	1,576,589	1,698,787	1,196,201	1,246,425	1,298,598	1,352,794
Expenditures									
Staffing	225,311	229,089	263,766	271,532	289,619	304,100	319,305	335,270	352,034
Supplies/Materials	116,705	137,047	39,962	90,998	120,000	122,400	127,296	132,388	137,683
Utilities	86,320	89,519	87,041	83,875	92,210	94,054	95,935	97,854	99,811
Support Services/Charges	81,745	140,858	101,001	76,399	91,113	94,758	98,548	102,490	106,589
Total Operating Expenditures	510,081	596,513	491,770	522,804	592,942	615,312	641,084	668,002	696,117
Net Operating Income	886,551	731,574	1,036,916	1,053,785	1,105,845	580,890	605,341	630,596	656,676
Loan Forgiveness				173,983	173,983	173,983	173,889		
Debt Service	(701,574)	(1,616,208)	(708,231)	(702,174)	(900,525)	(695,100)	(776,776)	(515,474)	(485,710)
Net Income After Debt Service	184,977	(884,634)	328,685	525,594	379,303	59,773	2,454	115,123	170,966
Other Activities									
Investment Income	17,938	(738)	29,964	26,886	16,029	20,539	15,646	14,561	14,303
Bond Proceeds		948,750	1,030,000		2,510,000				
Transfers	58,976	59,241	88,735	74,114		-	-	-	-
Capital Outlay	(42112)	(16254)	(568960)	(293229)	(3360000)	(154120)	(9240)	(9240)	0
Transfers		(43573)	(35185)	(35013)	(34668)	(34668)	(34668)	(34668)	(34668)
Depreciation	(451,332)	(457,793)	(448,076)	(460959)	(447662)	(579940)	(588189)	(587310)	(588234)
Net Income	(231,553)	(395,001)	425,163	(162,607)	(936,998)	(688,416)	(613,997)	(501,535)	(437,633)
Fund Balance									
Beginning Cash Balance	698,443	900,803	1,027,815	1,916,481	2,053,922	1,564,586	1,456,110	1,430,302	1,516,077
Net Income	(231,553)	(395,001)	425,163	(162,607)	(936,998)	(688,416)	(613,997)	(501,535)	(437,633)
Depreciation	451,332	457,793	448,076	460,959	447,662	579,940	588,189	587,310	588,234
Other Cash Flow Impact	(17,419)	64,220	15,427	(160,911)	-	-	-	-	-
Ending Cash Balance	900,803	1,027,815	1,916,481	2,053,922	1,564,586	1,456,110	1,430,302	1,516,077	1,666,679

Comparable Cities

One means of evaluating utility rates is through a comparison with "comparable" cities. Table 9 on the next page compares current and proposed water and sewer rates in Isanti with published 2015 rates in six other cities. The chart below illustrates the combined monthly water and sewer cost for a household using 3,500 gallons of water per month.

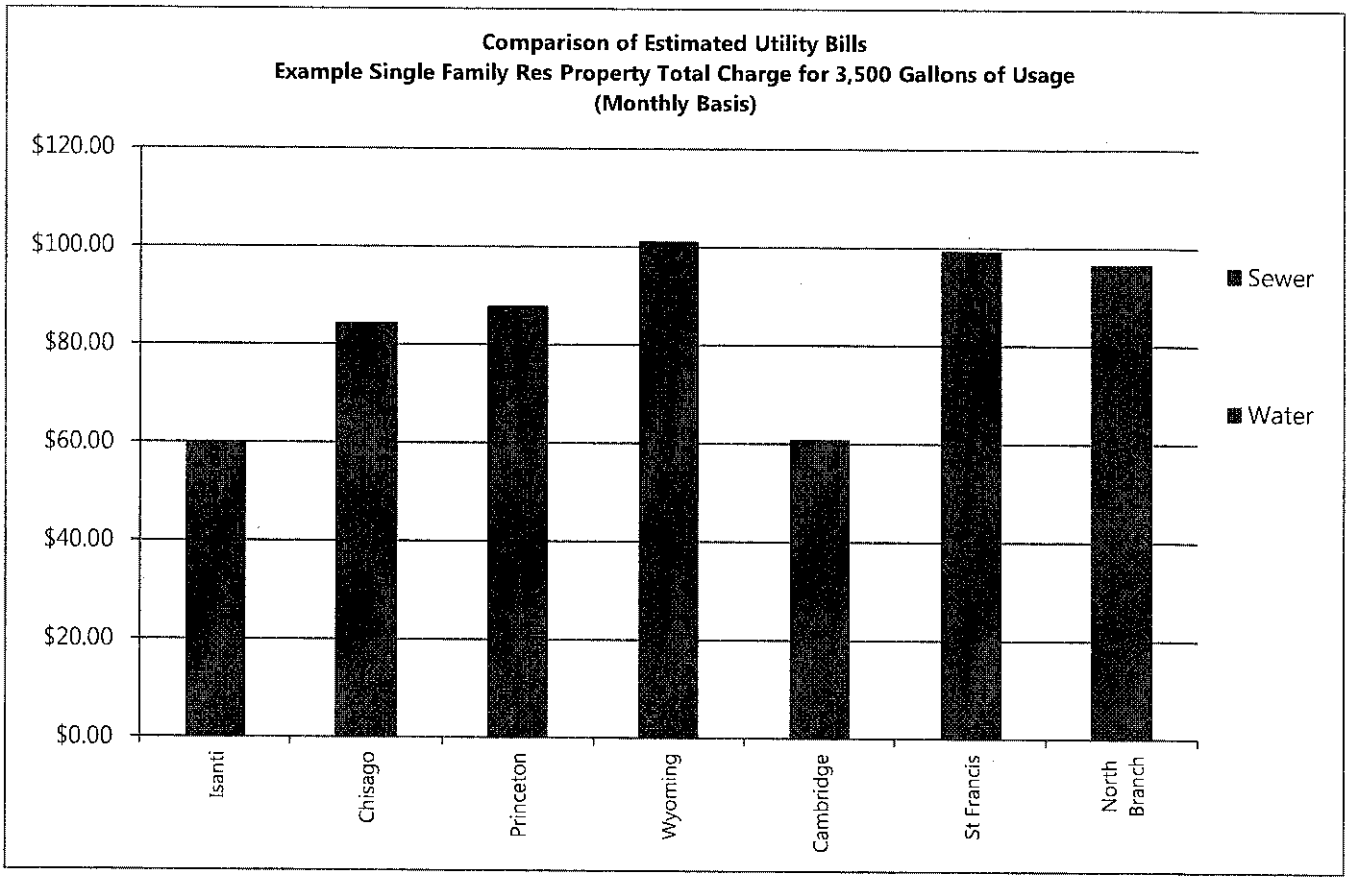


Table 9
Water and Sewer Rates in Comparable Cities

	Isanti Current	Isanti New	Chisago	Princeton	Wyoming	Cambridge	St Francis	North Branch
WATER								
Water Basic Service fee (per meter or per unit/monthly)	$16.90	$12.68	$13.50	$12.00	$27.21	$12.43	$19.80	$20.00
Water (per meter or per unit per 1,000 gallons):								
Water Use Per 1,000 Gallons - No Tier								$7.70
Tier 1: Water usage per first 5,000 gallons			$2.06					
Tier 1: Water usage per first 6,000 gallons						$3.96		
Tier 1: Water usage per first 8,000 gallons				$5.18				
Tier 1: Water usage per first 10,000 gallons	$2.99	$2.99						
Tier 1`: Water usage per first 14,999							$6.12	
Tier 1: Water usage per first 20,000					$2.25			
Tier 2: Water usage 5,001 - 10,000			$2.22					
Tier 2: Water usage 6,001 - 12,000						$4.50		
Tier 2: Water usage 8,001 - 20,000				$5.72				
Tier 2: Water usage 10,001 - 25,000	$3.74	$3.74						
Tier 2: Water usage 15,000 - 29,999							$6.42	
Tier 2: Water usage 20,000+					$2.81			
Tier 3: Water usage 10,001 - 15,000			$2.39					
Tier 3: Water usage 20,001 +				$6.37		$5.03		
Tier 3: Water usage 25,000 +	4.67	4.67						
Tier 3: Water usage 30,000 - 44,999							$7.42	
Tier 4: Water usage 15,001 - 25,000			$2.55					
Tier 4: Water usage 30,000 - 44,999							$8.86	
SEWER								
Sewer Basic Service fee (per meter or per unit/qtr)	$22.86	$11.43	$51.50	$21.00	$26.47	$22.07	$24.50	$15.00
Sewer charge per 1,000 gallons				$10.50	$11.30		$9.60	$9.90
Water Use Per 1,000 Gallons - No Tier								
Tier 1: Sewer usage per first 5,000 gallons			$3.47					
Tier 1: Sewer usage per first 6,000 gallons						$3.57		
Tier 1: Sewer usage per first 8,000 gallons								
Tier 1: Sewer usage per first 10,000 gallons	$7.26	$7.26						
Tier 1`: Sewer usage per first 14,999								
Tier 2: Sewer usage 5,001 - 10,000			$3.59					
Tier 2: Sewer usage 6,001 - 12,000						$3.91		
Tier 2: Sewer usage 8,001 - 20,000								
Tier 2: Sewer usage 10,001 - 25,000	$9.08	$9.08	$3.72					
Tier 2: Sewer usage 15,000 - 29,999								
Tier 3: Sewer usage 10,001 - 15,000								
Tier 3: Sewer usage 20,001 +						$4.46		
Tier 3: Sewer usage 25,000 +	11.34	11.34						
Tier 3: Sewer usage 30,000 - 44,999								
Tier 4: Sewer usage 15,001 - 25,000			$3.99					
Tier 4: Sewer usage 30,000 - 44,999								
EXAMPLE CUSTOMER CONSUMING 3,500 GALLONS OF WATER PER MONTH								
Water	$27.37	$23.15	$20.71	$30.13	$35.09	$26.29	$41.22	$46.95
Sanitary Sewer	$48.27	$36.84	$63.65	$57.75	$66.02	$34.57	$58.10	$49.65
Total	$75.64	$59.99	$84.36	$87.88	$101.11	$60.86	$99.32	$96.60
EXAMPLE CUSTOMER CONSUMING 7,500 GALLONS OF WATER PER MONTH								
Water	$39.33	$35.11	$40.88	$50.85	$44.09	$64.69	$65.70	$77.75
Sanitary Sewer	$77.31	$65.88	$96.10	$99.75	$111.22	$49.36	$96.50	$89.25
Total	$116.64	$100.99	$136.98	$150.60	$155.31	$114.05	$162.20	$167.00

Comparison of Utility Rates (2015) to Other Communities For Residential Single Family without averaging / smallest available meter / adjusted for monthly billing

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: March 22, 2016

Subject: Utility Ordinance Updates

Staff has been working with the Finance Committee to update city code language in Chapter 260, Sewer and Chapter 325, Water to address the charging of base fees to inactive accounts and clarification on the methods of charging for sewer usage.

Water and Sewer Ordinance Updates – Charging of Base Fees for Inactive Accounts

Please find attached an amendment to City Code Chapter 325-9 Right to discontinue service reserved and City Code Chapter 260-8, Availability Charge. The underlined sections in each amended ordinance extends the charging of 50% of the monthly base fee to water and sewer accounts where the owner/user has requested shut-off of their utility connection.

Sanitary Sewer Ordinance Update – Charges for Sewer Usage

Staff has been working on revising the language in City Code Chapter 260-8, Paragraph B (3) (see attached). The code changes would clarify and allow for two methods of charging for sewer usage. It would allow for usage by water consumption, Gallon per Gallon, and Winter Averaging, where sewer charges are based on usage in January, February and March. For accounts that use winter averaging, but are vacant and not using water, an averaged usage of 3,500 gallons would be applied. With either method of billing, the sewer charge will not exceed the actual metered water usage. Election of the method of charging is made when the account is set-up.

Attached are the draft ordinances for your consideration.

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 325, WATER

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Chapter 325, Article II, Section 325-9, Right to discontinue service reserved, Paragraph D, of the Code of the City of Isanti is hereby amended as follows:

§ 325-9. Right to discontinue service reserved, Paragraph D.

D. User/Owner shutoff request. The owner or their authorized agent may request that their water be shutoff. The City will then shut off the water and if necessary remove the water meter for a fee. Turning on the water and reinstalling the meter will cost an additional fee. Fees shall be as set by resolution of the City Council, as specified in City Code Chapter A344, Fee Schedule. ~~While the water is shutoff, the owner/user will not be billed for the monthly water base fee charge~~. While the water is shutoff, the owner/user will be billed a monthly fee equal to 50% of the water base fee. The owner is responsible for the monthly water base fee charge and if unpaid shall be a lien on the property pursuant to Paragraph 325-7 of this Article.

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 5th day of April, 2016.

Mayor George A. Wimmer

ATTEST:

Karissa A. Henning
Human Resources/City Clerk

(SEAL)

Adopted on: April 5, 2016
Published on: April 13, 2016
Effective Date: April 13, 2016

ORDINANCE NO. **K.3.b.**

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 260, SEWER

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 260-8. Paragraph A, Availability Charge.

Section 260-8. Paragraph A, is amended as follows:

A. Availability Charge. The owner of any premises to which the City sewage treatment is reasonably available shall pay a monthly availability charge equivalent to fifty percent of the sewer base fee as provided in Section 260, Attachment A, Sewer Rate Table, unless and until said premises is hooked up to the City treatment system; at such time as said premises is hooked up to the City sewage treatment system, sewage treatment rates for use of the City treatment system shall be paid as provided in this § 260-8 of this article. In the event service is disconnected, the owner will be billed a monthly fee equal to fifty percent of the sewer base fee.

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources / City Clerk

Adopted on:	April 5, 2016
Published on:	April 13, 2016
Effective Date:	April 13, 2016

ORDINANCE NO. **K.3.c.**

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 260, SEWER, SEWER AVAILABILITY AND USAGE CHARGES

THE CITY COUNCIL OF THE CITY OF ISANTI HEREBY ORDAINS AS FOLLOWS:

The Code of the City of Isanti, Chapter 260, Sewers, Article II, Sewage Treatment System, Section 260-8 Sewer availability and usages charges is hereby deleted in its entirety and amended to read as follows:

Section 260-8, Paragraph B (3),

For the purposes of calculating the sewer charge, residential users will have the option of selecting gallon for gallon (actual usage based on water usage) or the winter average method. The winter average is calculated by using the average of water billed for the months of January, February and March of each year. For any month during the averaging period that a property is vacant, that account shall be assigned a minimum usage of 3,500 gallons. Winter averages are updated annually on the April billing statement. Once selected the method of sewer calculation will remain in force until the property is sold. In no case will the sewer charge exceed the actual metered usage.

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 5th day of April, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Karissa A. Henning
Human Resources/City Clerk

Adopted on:	April 5, 2016
Published on:	April 13, 2016
Effective Date:	April 13, 2016

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: April 19th, 2016

Subject: Request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota.

Background

Prairie Senior Cottages was granted site plan and conditional use permit approval 2010 for two buildings on this site with the condition that the second building would need to be constructed within 5 years of site plan approval. That date passed in November 2015.

Prairie Senior Cottages has submitted a request for a second building on their property at 705 6th Ave NE. The proposed building is 16,340sf with an attached garage and contains 24 rooms and a total of 28 beds. A fenced in outdoor area with a gazebo is provided on the south side of the building for the residents similar to the existing building. This building is larger than the first building in that it will accommodate up to 28 residents verses 20 residents in building 1. The layout of building two has also been updated to allow for more efficient use of the outdoor area. Staff has requested that additional trees be planted along the norther border of the property providing more of a buffer between it and the commercial use to the north, this has been reflect on the most recent plans. A request was also made to connect the sidewalk extending south from the bank to the Prairie Senior Cottage property; this has too been reflected on the most recent plans.

The site plan details are outlined below. All elements meet or exceed the zoning ordinance requirements except for the frontyard setback of the building. A variance is being requested to allow for a 10ft frontyard setback rather than the required 30ft setback. In addition to being in a cul-de-sac, which provides for awkward and difficult site development, the majority of the lot is composed of wetlands, leaving very little room for building movement on the site. The building is situated as far south and west as it can go while remaining outside of the wetland. The building has also been designed in a way that promotes an efficient use of the building so that residents can be within the outdoor area and still be viewed by staff. Any other layout would not allow for this type of oversight of the outdoor area. Staff has reviewed the request and feels that it is consistent with the overall feel of the facility and will not impede the safety of vehicles driving into the area. Sight lines are not impacted due to the roadway being a cul-de-sac; in addition, Prairie Senior Cottages owns the only property that would likely gain access from the cul-de-sac.

All of staffs comments and requests for revision have been made to the attached plans. The City Engineers comments have all been addressed and are reflected in the approval letter from Bolton & Menk dated March 28, 2016.

Items meeting requirements:

Building Setbacks:

Frontyard: Variance requested
Sideyard: 15ft

Street side: 20ft
Parking: 10ft

Impervious Surface:

Required: 25%, with 5% within the parking lot
Provided: **91.9%,** with 5% of the green within the parking lot

Parking:

All parking stalls meet the required dimensional standards as do all drive aisles.
Hospital/rest home/nursing home/etc. (1 stall per 4 beds, plus 1 stall per 2 employees)
Total beds: 48 beds/4 = 12 stalls
Total employees: 5 staff/shift x 2 facilities = 10 emp./2 = 5 stalls
17 Required stalls, 4 handicapped
Total Provided: 26 stalls, 6 of which are handicapped

Building Appearance:

- The building matches the existing building. It will have vinyl siding with a shingled roof.

Landscaping plan

Far exceeds requirements of 1 tree per 50ft of lot frontage.

- An underground sprinkler system is provided in landscaped areas.
- All disturbed areas and areas without an established lawn or turf shall be sodded.
- Trees, shrubs and perennials appear to meet the landscaping requirements.
- Additional landscaping is being provided along the north property line to preserve more of a residential area for this facility and to create more of a separation from the bank.

Other items

- Dumpster location is shown and is screened.
- No additional signage is being requested.
- A sidewalk will be installed to connect Prairie Senior Cottages property to the commercial property to the north as is required by the subdivision regulations.

Staff Recommendation:

Staff recommends approval of the site plan/building appearance, conditional use permit and variance.

Comprehensive Plan

The purpose of this (the General Business District) category is to identify portions of Isanti that contain or should be developed for general commercial use. Examples may include highway oriented businesses such as fast food restaurants, convenience stores, gas stations and other auto-oriented businesses. Limited office and service uses are appropriate in these areas as well, depending on scale and location.

Much of this land use is located along the Highway 65 corridor and CSAH 5. General Commercial is the largest commercial land use designation. These uses are predominantly auto-oriented in terms of access and services. Design of both site and buildings are important to maintaining a thriving commercial base. In addition, commercial businesses not located at major intersections should remain small scale, and provide services primarily to the surrounding neighborhood. Also, the architecture and site design of all commercial areas must be compatible with the surrounding neighborhood and landscape. Such issues as building size, location on the lot, building materials, screening and other design issues are important.

Zoning Ordinance Provisions

The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to

highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Site Plan Review Requirements

Prior to the construction of any new building or addition to a building that expands or changes the use of the building or parcel of land or modifies a building, accessory structure or site or land feature in any manner which results in a different intensity of use, including the requirement for additional parking or the enlargement of a building by more than 10% of its gross floor area would require a Site Plan/Building Appearance Review. When evaluating a site and building plan; Section 18, Subdivision 7 of the Zoning Ordinances states that City staff and the City Council must consider its compliance with the following:

A. Consistency with the elements and objectives of the City's development guides, including the comprehensive plan.
B. Consistency with City Codes.
C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
D. The amount and location of open space and landscaping.
E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
F. Protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and sight buffers, preservation of views, light and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
G. Consistency with the City's Engineering Design Standards as adopted by Resolution of the City Council.

Conditional Use Permit Requirements

Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
    1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
    2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
    3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
    4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
    5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
    6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
    7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Variance

The applicant is requesting a variance to allow for an increase in the amount of permitted impervious surface area. When considering a variance request, the Planning Commission shall hold a public hearing and consider the application and possible adverse effects of the proposed Variance. An application for a variance shall not be approved unless the variance, if permitted, is in harmony with the general purposes and intent of the ordinance and is consistent with the Comprehensive Plan and findings are made that failure to grant the variance would result in practical difficulties on the applicant. Practical difficulties used in connection with the granting of a variance, means that the property owner meets all of the following criteria:

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.
2. The plight of the landowner is due to circumstances unique to the property and has not been caused by the landowner.
3. A variance, if granted, will not alter the essential character of the locality.
4. Practical difficulties include but are not limited to, inadequate access to direct sunlight for solar energy systems.
5. Economic considerations alone do not constitute practical difficulties.

If the variance request meets all of the conditions of items (1) through (5) above, the variance may be granted. Economic considerations alone shall not constitute practical difficulties if reasonable use of the property exists under the terms of the Ordinance. The City Council may not permit as a variance any use which is not permitted within the zone that the property is located.

Certification of Taxes Paid

Prior to approving an application for approval of a site plan, conditional use permit or variance, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Wednesday, March 9th, 2016; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on April 6th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Planning Review Committee:

The Planning Review Committee met on April 5th, 2016 to discuss the site plan and building appearance. The committee recommended approval of the site plan/building appearance, conditional use permit and variance.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for the Site Plan/ Building Appearance Review, Conditional Use Permit and Variance request on March 9th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 6th, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 – XXX
- Findings of Fact and Conclusion
- Bolton & Menk, Inc. Approval dated March 28th, 2016
- Variance Request from Dustin Lee, Chief Operating Officer, Prairie Senior Cottages
- Site Plan and Civil Plan Package dated March 24, 2016

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE SITE PLAN/BUILDING APPEARANCE AND CONDITIONAL USE PERMIT REQUESTED FOR THE CONSTRUCTION OF PRAIRIE SENIOR COTTAGES II AND A VARIANCE TO THE FRONT YARD SETBACK ON THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, BANK SITE SECOND ADDITION

WHEREAS, Prairie Senior Cottages is requesting Site Plan/Building Appearance, Conditional Use Permit and Variance approval to allow for the construction of Prairie Senior Cottages II and to allow for less than the required front yard setback on the property legally described as Lot 1, Block 1, Bank Site Second Addition; and,

WHEREAS, the property is located within the "B-2" General Business District, which permits senior residential care facilities with approval of a conditional use permit, and;

WHEREAS, the applicant is requesting a variance to the front yard setback from thirty (30) feet to ten (10) feet; and,

WHEREAS, the City of Isanti Planning Commission evaluated the request against the criteria established in Ordinance No. 445 Zoning, Section 21 Administration and Enforcement, Article 5 Variances, Subdivision 4(A), noting that the proposal met all of the criteria noted; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the requested Site Plan, Conditional Use Permit and Variance on April 12th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the requested Site Plan/Building Appearance, Conditional Use Permit and Variance subject to the conditions as listed below based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Site Plan/Building Appearance, Conditional Use Permit and Variance at its regularly scheduled meeting on April 19th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Site Plan/Building Appearance, Conditional Use Permit and Variance and **BE IT FURTHER RESOLVED** that the requested Site Plan/Building Appearance, Conditional Use Permit and Variance for the property legally described herein, be hereby approved.

Adopted by the Isanti City Council on this 19th day of April 2016.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Prairie Senior Cottages of Isanti LLC for a Conditional Use Permit and Site Plan / Building Appearance Approval for a Memory Care / Assisted Living Facility to be located on the property at 705 6th Avenue NE.

Findings of Fact

1. The petitioner, Prairie Senior Cottages of Isanti LLC, has a purchase agreement to obtain property legally described as Lot 1, Block 1 Bank Site 2nd Addition.
2. The petitioner is proposing the construction of a second senior residential care facility on this parcel.
3. The property is zoned "B-2" General Business District, in which senior residential care facilities require a Conditional Use Permit.
4. The petitioner submitted a complete Site Plan Review Application, Conditional Use Permit Application and Variance Application on March 9th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 6th, 2016 (60-day rule).
6. A public hearing date before the Planning Commission was scheduled for Tuesday, April 12th at 7:00 p.m. at City Hall within the Council Chambers.
7. Notice of the Site Plan/Building Review, Conditional Use Permit and Variance requests were published within the Isanti County News on Wednesday, April 6th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
8. Section 18, Subdivision 7 of the Zoning Ordinance establishes the standards in evaluating a site and building plan, of which City staff and the City Council shall consider to ensure compliance.
9. Section 21, Article 2: Conditional Uses, Subdivision 3 Procedures (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Conditional Use Permit request. In addition, the Conditional Use Permit Request is subject to general performance standards and criteria as provided within Section 21, Article 2 Conditional Uses, Subdivision 4 General Performance Standards.
10. Section 21 Administration and Enforcement; Article 5 Variances, outline the requirements that must be all met in order to receive variance approval.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     The site has been designed in such a manner as to show consistency with the elements and objectives of the City's comprehensive plan. The buildings have been placed upon the property so as to conserve the wetland or natural area that is located on the south end of the site. The buildings placement and materials have paid close attention to site and building design details. This building is consistent with the site plan that was approved in 2010, but has since expired.
   - B. Consistency with City Codes.
     The site has been designed with City regulations in mind and will require approval of a variance in order to be approved.
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     Again, the site has been designed so as to maintain the wetland areas located on the south end of the property in their natural state. Additional landscaping will be added to the parcel. Soil removal and the design of grade changes will be monitored by the City

Engineer, to ensure that they are keeping with the general appearance of the adjacent developed and developing areas.

D. The amount and location of open space and landscaping.
The amount of landscaping and open space provided on the property would appear to meet ordinance requirements. Additional landscaping will act as a buffer between this traffic corridor , the bank to the north and a residential use.

E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
The proposed vehicular and pedestrian circulation system provided on site would appear to meet ordinance requirements. The sidewalk is being completed from the bank to the facility.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
There would appear to be adequate protection of adjacent and neighboring properties. Surface water drainage plans have been reviewed and approved by the City Engineer. All lighting will be constructed in accordance with said plans. Additional landscaping has been requested on the property, so as to buffer this more residential use from the existing and future commercial uses that may be constructed on surrounding parcels as well as to provide a buffer from the TH 65 corridor.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
The plans are consistent with the City Engineer's design standards.

2. In review of the factors established in Section 21, Article 2 Conditional Uses (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
The use is consistent with the goals and objectives of the Comprehensive Plan.

B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
Such use meets the purpose and intent of the Ordinance and the underlying zoning district.

C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The establishment, maintenance and/or operation of the conditional use does not appear to endanger public health, safety, morals, or comfort; as the proposed use is less intense then other uses that are permitted within this district. The proposed use would cater to residents of the facility, rather than the general public.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The conditional use does not appear to be injurious to the use or enjoyment of other properties within the vicinity for purposes already permitted. Again, the proposed use would be considered less intense than uses that are or could be located on surrounding parcels. The district in which this use would be located is commercial and auto-oriented. The proposed use is more residential in nature and steps have been taken to buffer the use from surrounding properties.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

The conditional use would not appear to impede the normal and orderly development and improvement of surrounding properties for uses permitted within the district. The proposed use is located at the end of a dead-end cul-de-sac.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
The use will be placed within an area that has adequate public facilities and services available immediately upon construction of the use on the parcel.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The Planning Commission and City Council have weighed the conditional use against the other applicable regulations of the district. The conditional use would appear to meet those requirements.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
The proposed conditional use would appear to meet the general; however, a variance is necessary for the buildings front yard setback. The variance request is addressed further in the Findings of Fact.

3. In review of the general performance standards established in Section 21, Article 2 Conditional Uses, Subdivision 4, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics):*

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
The use shall have access to 6th Avenue NE. The street is a dead end cul-de-sac, on which this use will have access. The type and volume of traffic to be generated by this use is limited. The only vehicles anticipated are those of employees to the facility as well as visitors. Otherwise, residents of the facility are not able to have or drive a motor vehicle. The public right-of-way providing access to the site would appear to be sufficient.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
The design of the entrance/exit as well as the parking area would appear to minimize internal and external traffic conflicts. Traffic would appear to flow within the entrance and exit out a separate access point, thus providing a circular flow through the site. The parking area has been provided in the middle of this traffic circle, so as to minimize conflicts between vehicles moving through the site and those utilizing the parking area.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Designated walkways have been provided from each of the buildings to the parking lot located within the middle of the site. Pavement markings notify drivers entering the site, as to where pedestrian crossings are located. Sidewalks have been provided through landscaped islands within the parking lot, to further provide pedestrian access around vehicular traffic.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Based upon resident and employee information obtained from the petitioner, approximately 18 parking spaces are required on-site. 26 spaces have been provided, which would meet the requirements of the Ordinance. In addition, adequate handicapped parking facilities have been provided in accordance with ADA requirements.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.

The use is residential in nature and no loading areas and drive-thru areas have been provided. Loading of patients near the building entrances may be necessary; however, no specific modifications are required to the buildings.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
As stated, the use is more residential in nature. Landscaping is shown as requested during the first phase of development. Additional trees have been provided on the north side of the property to provide a buffer between Prairie Senior Cottages II and the bank to the north.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Overall, the proposed landscape plan would appear to meet the requirements of the Zoning Ordinance.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
Exterior lighting within the parking area as well as on the building has been proposed. Such lighting would need to meet the Ordinance requirements.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
The site drainage/grading plan have been approved by the City Engineer per the letter dated March 28, 2016.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
The principal buildings and accessory structures are coordinated and have the same exterior finish materials and treatments throughout the site. Again, the building is more residential in nature than those of the surrounding buildings. However, the appearance and design of the building/site is not so dissimilar as to cause a blighting influence.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
Provisions have been made for daily litter control. A trash enclosure is provided on the southeast corner of the building.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
Signage is existing on site. Any new signage will require approval by the Zoning Administrator.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The facility will be registered with the Minnesota Department of Health as a "housing with services provider" and will have a class F home care license. The petitioner shall file copies of such licenses with the City.

N. Any applicable business licenses mandated by City Code are approved and obtained.
No additional business licenses are mandated by the City Code for this particular use.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
The use is not open to the public, as it is a residential care facility that provides services to the residents thereof. The facility will be operational 24-hours a day; however, the operation does not appear to be incompatible with surrounding uses.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformities shall be eliminated.

The proposed use would appear to comply with the performance standards for the zoning district, in terms of parking/loading, landscaping, building materials, etc; however, a variance is necessary for the buildings frontyard setback.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.
No additional stipulations.

1. In review of the standards established within Section 21 Administration and Enforcement, Article 5 Variances, Subdivision 4 Procedures (D), the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

An application for a variance shall not be approved unless the variance, if permitted, is in harmony with the general purposes and intent of the ordinance and is consistent with the Comprehensive Plan and findings are made that failure to grant the variance would result in practical difficulties on the applicant. Practical difficulties used in connection with the granting of a variance, means that the property owner meets all of the following criteria:

A. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.
The developer would like to construct a small portion of the building within the required front yard setback in a cul-de-sac with minimal traffic and that has one property owner fronting the entire length of the cul-de-sac.

B. The plight of the landowner is due to circumstances unique to the property and has not been caused by the landowner.
The design of the cul-de-sac and amount of property consumed by wetland greatly impedes the development in the northern most portion of the lot. The developer has designed the building to the best of his abilities to meet all city requirements; however, a portion of the building encroaches into the frontyard setback.

C. A variance, if granted, will not alter the essential character of the locality.
The variance does not alter the essential character of the locality. The encroachment does not impede on the safety, privacy or environment protection of the area.

D. Practical difficulties include but are not limited to, inadequate access to direct sunlight for solar energy systems.
Not applicable.

5. Economic considerations alone do not constitute practical difficulties.
Correct. Economic considerations do not play a role in this situation

Decision

The Planning Commission reviewed the request in a public hearing on **April 12th, 2016**. The meeting minutes shall be made a part of the Findings of Fact and Conclusion.

Motion by Kennedy second by Bergley to recommend approval of the request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: March 28, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Prairie Senior Cottages Phase II – Hydraulics & Site Plan Review
Isanti, Minnesota

We have reviewed the site plan created by Roshell Engineering, LLC entitled "Prairie Senior Cottages Phase II" with a signature date of March 8, 2016, and a revision date of March 24, 2016.

The site plan includes a proposed building with an onsite parking lot.

We have reviewed the submitted site & grading plan and have the no additional comments.

We have reviewed the hydraulics submitted with the plans and have no additional comments.

We recommend approval of the plan and hydraulics as submitted.

Please contact me if you have any questions.

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

City of Isanti
Attention: Mayor George Wimmer
Community Development Director Roxanne Achman
Economic Development Director Director Sean Sullivan

110 1st avenue Northwest
PO Box 428
Isanti, MN 55040

Subject: Request for variance from the required city of Isanti cul de sac setback of 30 feet for Prairie Senior Cottages (Phase II).

On behalf of Prairie Senior Cottages (Phase II) we are requesting a variance from the 30' building setback from the property boundary as it relates to the cul de sac. The purpose of this request is to allow for the proposed building footprint to be sited in a way that makes the best use of the existing parking lot to the west while at the same time maximizing the outdoor spaces that are a big part of our resident's daily activities.

The cul de sac on the north part of the site and the existing retention pond on the south part of the site limit the options available to orient the building in a way that is functional yet still meets the needs of our residents (please refer to civil drawings C1 & C2 for reference). The proposed building location is within all of the other required setbacks and meets or exceeds the required parking totals. At its closest point the building would be 10 feet from the property boundary (refer to Landscape Plan L1.1 for dimensions).

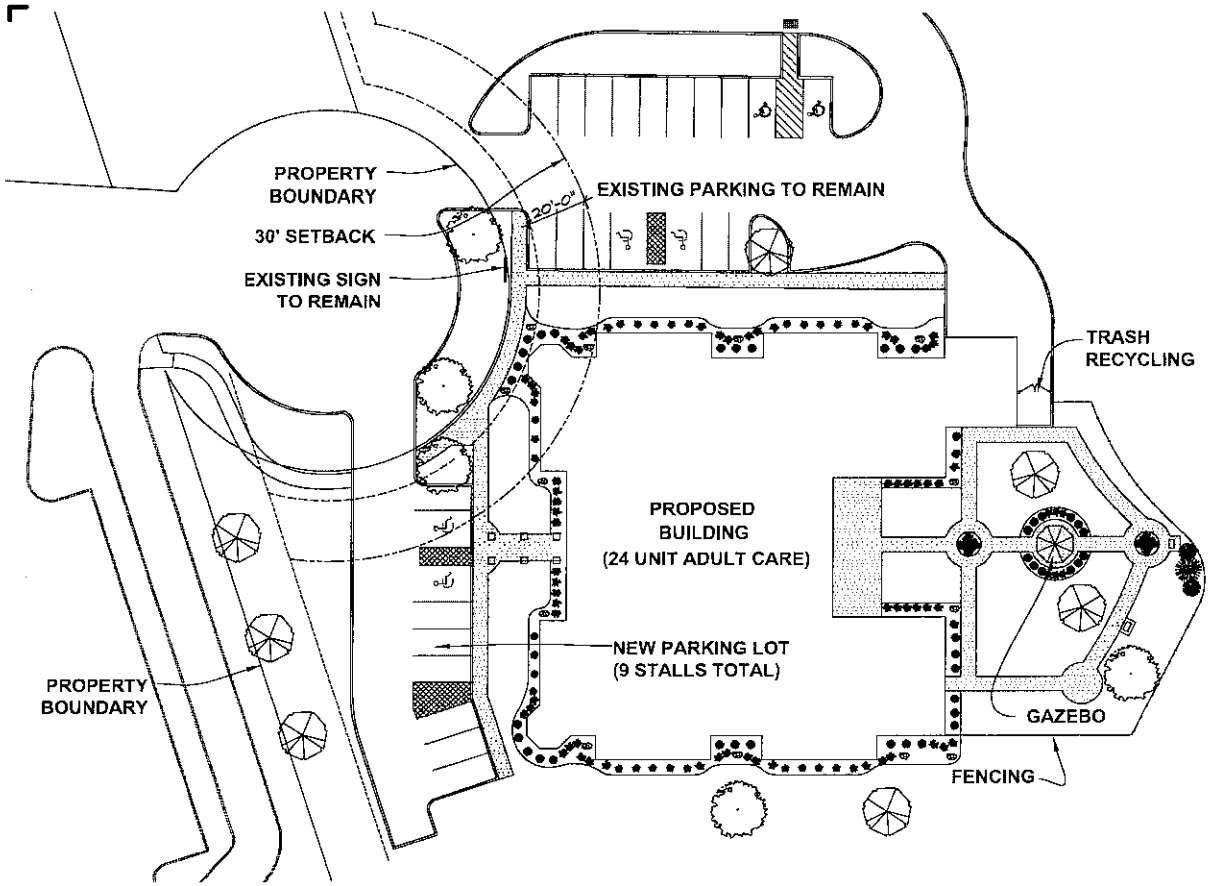
The proposed building orientation will make for an attractive entrance to the site as well as allowing the existing building and parking lot to function effectively with the next phase of the project.

Thank you for taking the time to consider our request.

Respectfully,

Dustin Lee

Chief Operating Officer
Prairie Senior Cottages of Isanti



1 / L1.1 LANDSCAPE PLAN
1"=40'-0"
0 20' 40' 80'
NORTH

PLANT MATERIALS SCHEDULE

KEY	COMMON NAME	BOTANICAL NAME	SIZE	NOTES
DECIDUOUS TREES				
	BOULEVARD LINDEN	TILIA AMERICANA 'BOULEVARD'	2.5" CAL.	SPECIMEN
	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'GEFFERS RED'	2.5" CAL.	MULTISTEM
CONIFEROUS TREES				
	BLACK HILLS SPRUCE	PICEA GLAUCA	6' B&B	SPECIMEN
PERENNIALS				
	NORTHWIND SWITCH GRASS	PANICUM VIRGATUM 'NORTHWIND'	1 GAL.	24" OC
	KARL FOERSTER	CALAMAGROSTIS XACUTIFLORA	1 GAL.	24" OC
	RED FLAME MISCANTHUS	MISCANTHUS VAR. PURPURASCENS	1 GAL.	24" OC
	STELLA D' ORO DAYLILY	HEMEROCALLIS 'STELLA D' ORO'	1 GAL.	24" OC
	COOL SPLASH HONEYSUCKLE	DIERVILLA SESSILIFOLIA	1 GAL.	24" OC
HARDSCAPE & STONES				
	LIMESTONE BOULDER			AS NOTED
	PAVED PATIO & WALKS			AS NOTED

PLANTING AND PAVING NOTES

1. PROVIDE MULCH IN ALL LANDSCAPED AREAS
2. PLASTIC LANDSCAPE EDGING BETWEEN GRASS AND LANDSCAPE MULCH
3. FENCING TO BE 6' HIGH - BLACK CHAIN LINK
4. BITUMINOUS PARKING LOT
5. CONCRETE SURFACE ON WALK AND PATIO AREAS & TRASH/RECYCLING ENCLOSURE
6. AREA AROUND BUILDING CUT 25' ON SIDES AND TO BACK PROPERTY LINE TO BE SEEDED FOR GRASS.
7. ALL DISTURBED AREAS TO BE SODDED.
8. ALL LANDSCAPED AND SODDED AREAS TO BE IRRIGATED.

2 / L1.1 EXAMPLE OF PROPOSED GAZEBO
NOT TO SCALE

X:\01 X11X17LDATE.dwg

ARCHITECT OF RECORD:
OLESON +HOBBIE ARCHITECTS
OHARCHITECTS.COM
330 Stadium Road, Suite 202, Mankato, MN 56001
T: 507 385 1198

PRAIRIE SENIOR COTTAGES PHASE II

ISANTI, MN

REVISIONS:

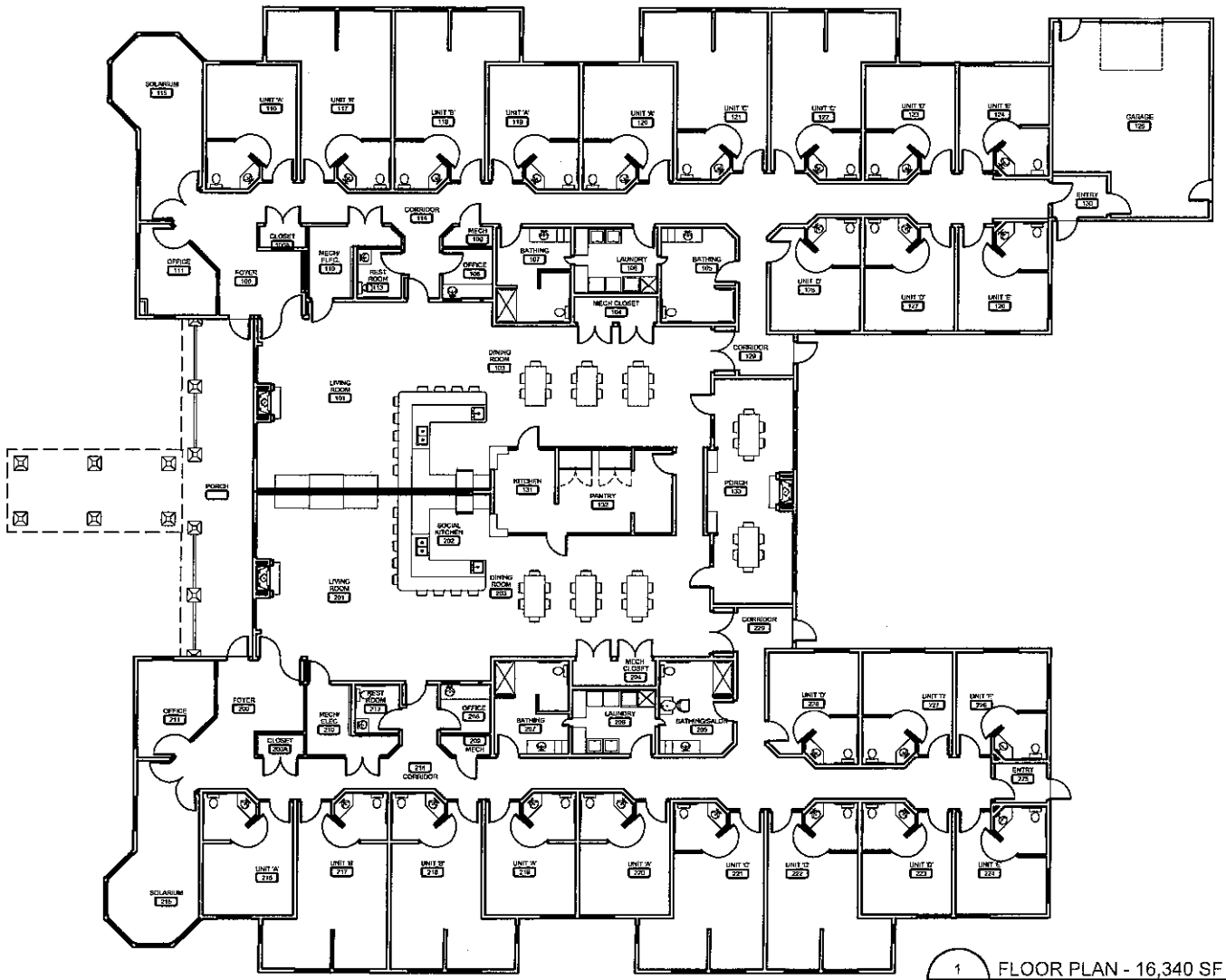
MARK	DATE / DESCRIPTION
	24 MARCH 2016 City Review Comments

PROJECT # : 16-005IS
DRAWN BY : BMS
CHECKED BY : ELO

©2016 Oleson + Hobbie Architects, LLC

SHEET TITLE:
LANDSCAPE PLAN

SHEET:
L1.1



1 / A1.1 FLOOR PLAN - 16,340 SF (GARAGE 720 SF)
SCALE - 1/16" = 1'-0"

0' 5' 10' 20'

NORTH

X-ref X11X17LDATE.dwg

ARCHITECT OF RECORD:
OLESON +HOBBIE ARCHITECTS
OHARCHITECTS.COM
ARCHITECTURE • INTERIORS • PLANNING • SUSTAINABILITY
330 Stadium Road, Suite 202, Mankato, MN 56001
T: 507.385.1158

PRAIRIE SENIOR COTTAGES PHASE II

ISANTI, MN

REVISIONS:

MARK	DATE / DESCRIPTION
	24 MARCH 2016 City Review Comments

PROJECT # : 16-005IS

DRAWN BY : BMS
CHECKED BY : ELO

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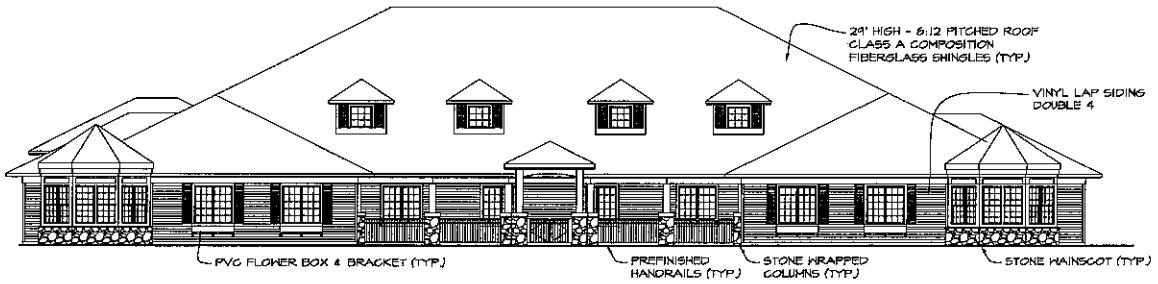
SHEET TITLE:

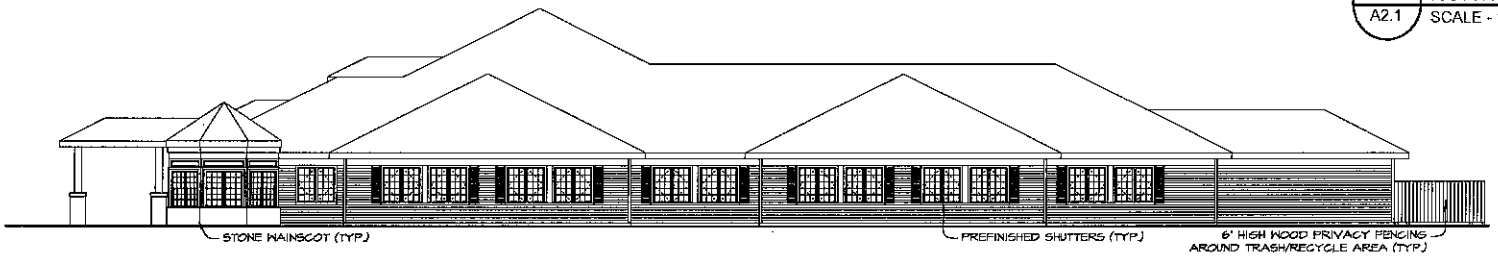
FLOOR PLAN

SHEET:

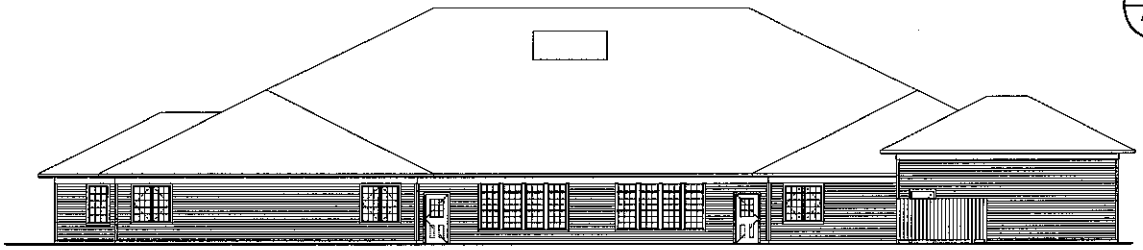
A1.1



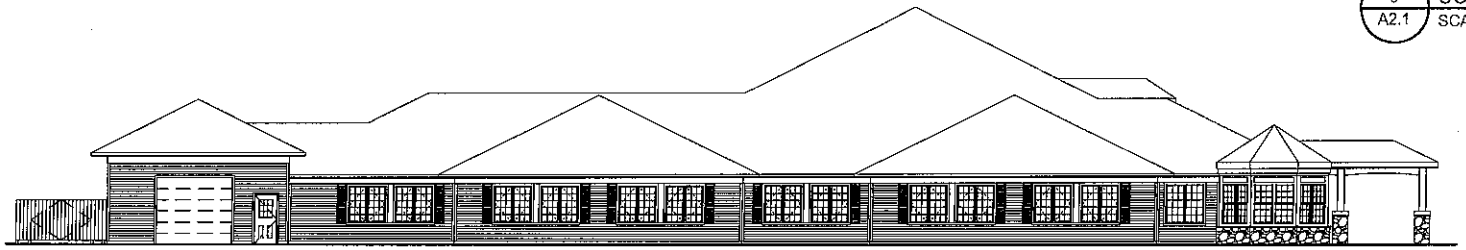
1 A2.1 NORTH ELEVATION
SCALE - 1/16" = 1'-0"



2 A2.1 WEST ELEVATION
SCALE - 1/16" = 1'-0"



3 A2.1 SOUTH ELEVATION
SCALE - 1/16" = 1'-0"



4 A2.1 EAST ELEVATION
SCALE - 1/16" = 1'-0"

Xref X11X17LDATE.dwg

ARCHITECT OF RECORD:
OLESON +HOBBIE ARCHITECTS
OHARCHITECTS.COM
330 Stadium Road, Suite 202, Mankato, MN 56001
T: 507.385.1258

PRAIRIE SENIOR COTTAGES PHASE II

ISANTI, MN

REVISIONS:

MARK	DATE / DESCRIPTION
	24 MARCH 2016 City Review Comments

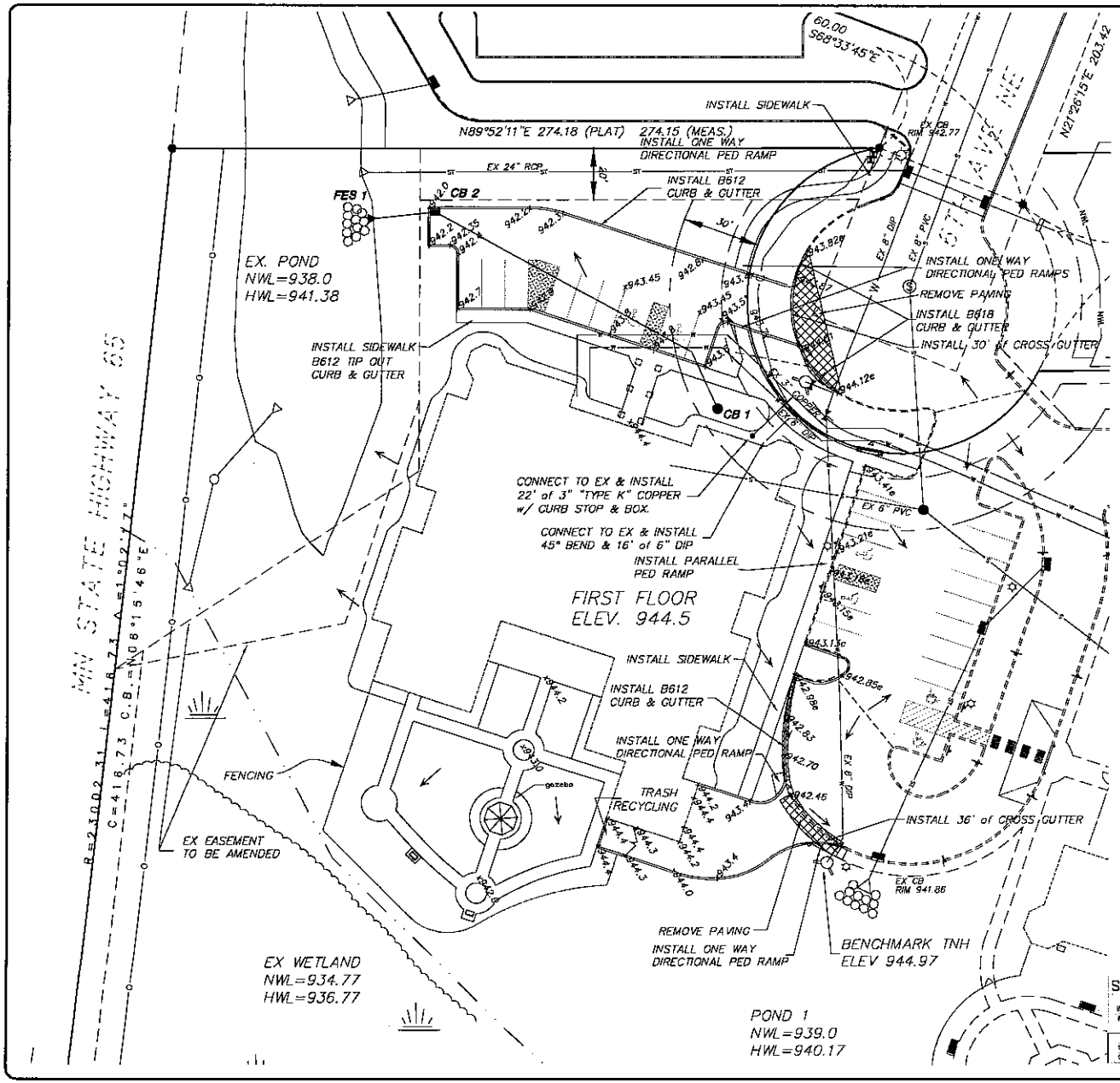
PROJECT # : 16-005IS

DRAWN BY : BMS
CHECKED BY : ELO

©2016 Oleson + Hobbie Architects, LLC

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET:
A2.1



N

W E

S

GRAPHIC SCALE

(IN FEET)

GENERAL NOTES:

1. CONSTRUCT STREETS AND PAVED AREAS USING APPROVED MATERIALS, METHODS OF PLACEMENT, AND TESTING REQUIRED BY: GOVERNING SPECIFICATIONS OF THE CITY AND THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION.
2. FURNISH AND INSTALL PROPOSED UTILITIES USING APPROVED MATERIALS, METHODS OF PLACEMENT, AND TESTING AS REQUIRED BY THE CITY.
3. LOCATION AND DEPTH OF ANY PUBLIC AND PRIVATELY OWNED UTILITIES SHOWN ON THIS PLAN ARE ONLY APPROXIMATE, AND MUST BE VERIFIED BY THE CONTRACTOR.

   OTHER UTILITIES MAY EXIST AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND VERIFY THE LOCATION OF SUCH. CONTACT GOPHER STATE ONE CALL SYSTEM.
4. SEE ARCHITECTURAL PLANS FOR ADDITIONAL DIMENSIONS AND INFORMATION.
5. SEE SHEET D1 FOR CONSTRUCTION DETAILS AND OTHER REQUIREMENTS.
6. DIRECT ROOF DRAINAGE TOWARDS GRASSED AREAS WHEN PRACTICABLE.
7. SPOT ELEVATIONS ARE AT GUTTERLINE UNLESS OTHERWISE NOTED.
8. SEED: MN/DOT MIXTURE 280, 120-LBS. PER ACRE, INSTALLED IN ACCORDANCE WITH MN/DOT 2575.
9. MULCH: MN/DOT TYPE 1, 2-TONS PER ACRE, DISC ANCHORED IN ACCORDANCE WITH MN/DOT 2575.

TOP OF 8" PVC SANITARY MAIN = 933.6
BOTTOM 6" DIP WATER SERVICE = 935.3

TOP OF 6" PVC SANITARY SERVICE = 933.9
BOTTOM 6" DIP WATER MAIN = 935.3

SANITARY SEWER INSTALLATION MUST COMPLY WITH ASTM STANDARD D2321

STORM SEWER SCHEDULE

INLET MH #	OUTLET MH #	PIPE LENGTH (FEET)	PIPE DIA. (in)	PIPE SLOPE (%)	INVERT ELEVATION INLET	INVERT ELEVATION OUTLET	RIM ELEVATION INLET	RIM ELEVATION OUTLET	PIPE MATL	PRECAST TYPE	CASTING
CB 1	CB 2	138	8	1.00	940.60	938.62	942.80	941.90	SDR 35	27" DIA	R-1733
CB 2	FES 1	20	12	0.50	938.29	938.19	941.50	955.18	RCP	48" DIA	R-3067-V

REVISIONS

DATE	
3/28/16	PRELIM. SITE PLAN SUBMITTAL

RECORD DRAWING

ROSHELL ENGINEERING, LLC
6192 267 TH CT WYOMING, MN 55092
PHONE: 763.286.0521

PRAIRIE SENIOR COTTAGES PHASE II

PAVING AND UTILITY PLAN

ISANTI, MINNESOTA

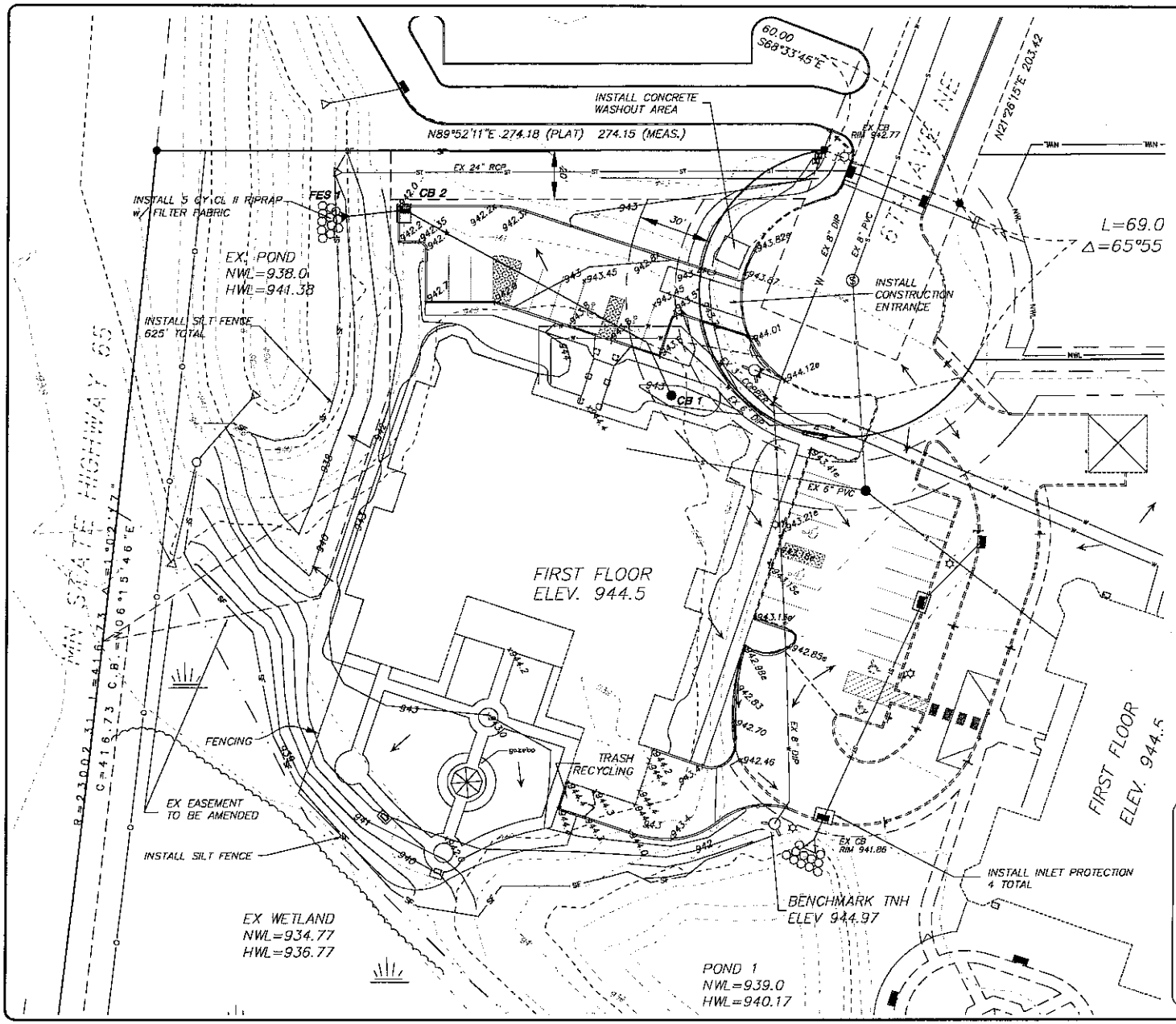
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 3/28/16 REG. NO.

BRENT ROSHELL

DESIGN BR
DATE 3/28/16
SCALE AS SHOWN
PROJECT NO. 15
CHECKED
APPROVED

C1



GENERAL NOTES:

1. CONSTRUCT STREETS AND PAVED AREAS USING APPROVED MATERIALS, METHODS OF PLACEMENT, AND TESTING REQUIRED BY GOVERNING SPECIFICATIONS OF THE CITY AND THE STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION.
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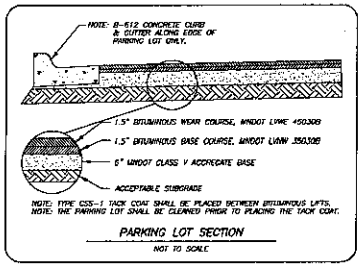
4. SEE ARCHITECTURAL PLANS FOR ADDITIONAL DIMENSIONS AND INFORMATION.
5. SEE SHEET D1 FOR CONSTRUCTION DETAILS AND OTHER REQUIREMENTS.
6. DIRECT ROOF DRAINAGE TOWARDS GRASSED AREAS WHEN PRACTICABLE.
7. SPOT ELEVATIONS ARE AT GUTTERLINE UNLESS OTHERWISE NOTED.
8. SEED: MN/DOT MIXTURE 250, 100-LBS. PER ACRE. INSTALLED IN ACCORDANCE WITH MN/DOT 2575.
9. MULCH: MN/DOT TYPE 1, 2-TONS PER ACRE, DISC ANCHORED IN ACCORDANCE WITH MN/DOT 2575.



PARKING LOT SECTION
NOT TO SCALE

NO.	DATE	REVISIONS	BY
	2/26/18	TRASH ENCL, SWALES, SIDEWALK	GBP
		RECORD DRAWING	

ROSHELL ENGINEERING, LLC
6192 267TH CT WYOMING, MN 55092
PHONE: 763.286.0521

PRAIRIE SENIOR COTTAGES PHASE II

GRADING, DRAINAGE & EROSION CONTROL PLAN
ISANTI, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRENT ROSHELL
DATE: 1/30/18
REG. NO.

DESIGN BR
DATE 1/30/18
SCALE AS SHOWN
PROJECT RE-18
CHECKED
APPROVED

C2

A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: April 19, 2016

Subject: Request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300

Background

BowDaddy Archery is proposing to setup a 16 lane outdoor archery range behind (west) their building at 801 Highway 65 NE. The range will be a maximum of 100 yards long and 40 feet in width. Shooting will be directed to the south where the land is primarily wetland owned by the City and the nearest structure is roughly one quarter mile away. The majority of land west of the building is designated wetland, thus, requiring that anything located within it be of a temporary (easily removable) nature. BowDaddy has provided specifics (attached) as to the targets, shooting line and bow hangers that will be used to meet temporary (easily removable) stipulation. Signage will be provided identifying the range and state rules and regulations in regards to safety.

Staff has been working with BowDaddy on the concept of an outdoor archery range since last summer (2015). BowDaddy Archery provided the requested NRA Range Source Book, which is named in State Statute as the resource for guidelines pertaining to outdoor archery ranges. Many, if not all, of the guidelines for outdoor archery ranges are very general. Below is a list of a majority of the guidelines outlined in Section II Chapter 16 Outdoor Archery in the NRA Range Source Book:

- Targets should be positioned in a direct line down range.
- Target distances vary from 10 yds to 100 yds.
- Clearance on and behind the shooting line is important.
- Spectator areas should be separated from the range proper.
- Shooting line covers are seldom used.
- Conventional backstops like those found on firearm ranges, other than target backing materials, are not generally used for archer ranges do to the shorter range of arrows. Target materials most commonly used are bales of excelsior which offer sufficient thickness or density to arrest the arrow's flight. – BowDaddy will be using large bales of Styrofoam at least 1ft in thickness.
- Flat land is generally preferred for the target archery range, but a field archery range uses natural terrain features.
- Side berms are not necessary on archery ranges, except where the range may be located close to dwellings – even in these instances the conventional side berms or backstops of firearms ranges may not be necessary. Plywood or sheet metal may be sufficient.
- Baffles may be necessary on archery ranges where space is limited.
- Shooting stations should be no less than 5 feet wide and 6 feet deep.

- A distance of 300 yds should be taken in to consideration for arrow containment (from shooting line); however, most recreational archery targets are 10-40yds.

Staff contacted several operating ranges within the Twin Cities (Eden Prairie, Shakopee and Cottage Grove) to determine whether special restrictions were imposed on their ranges. Cottage Grove uses signage to warn others of the range and to inform users of the rules and hasn't experience any issues or safety concerns in the 20 years it's been in place. Eden Prairie installed walls, netting and backer-board, however, their range is in a park with trails that surround the range. Shakopee has a range in conjunction with a boat access along the Minnesota River and directly adjacent to County Highway 101. They have signage posted around the perimeter of the range and haven't had any issues.

A Conditional Use Permit is required for the outdoor archery range (commercial recreation) within the B-2, General Commercial District. In discussions with the City Engineer, there shall be no permanent structures within the pond area. There appears to be sufficient room west of the building for the archery range to safely operate.

Through extensive research, review of the NRA's Range Source Book, conversations with the City Attorney, Chief of Police, Mayor, City Engineer and City Administrator, and review by the Plan Review Committee, a recommendation is being made to approve an outdoor archery range with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Staff Recommendation:
Staff recommends approval of the Conditional Use Permit subject based on the Findings of Fact and Conclusions.

Comprehensive Plan
The 2008 Comprehensive Plan has the area guided for General Commercial Development. The existing uses and the proposed use would appear to meet purpose, goals, and objectives of this land use classification.

Zoning Ordinance Provisions
The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a

Conditional Use Permit Requirements
Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.

2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Certification of Taxes Paid

Prior to approving an application for approval of a Conditional Use Permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Friday, March 25th, 2016; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on April 6th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Planning Commission Recommendation:

Motion by Lundeen second by Bergley to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 based on the Findings of Fact and Conclusion and with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for a Conditional Use Permit on March 23rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 22nd, 2016 (60 days). The 6only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 for the following reasons…….
4. Table: Motion to table the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Narrative of Outdoor Archery Range from BowDaddy Archery
- Site Layout

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR BOW DADDY ARCHERY, TO OPERATE AN OUTDOOR ARCHERY RANGE ON THE PROPERTY LOCATED AT 801 HIGHWAY 65 NE

WHEREAS, Critical Mass Investments owns the property located at 801 Highway 65 NE legally described as:

> That part of the Southeast Quarter of the Southwest Quarter of Section 20, Township 35, Range 23, described by metes and bounds as follows: Commencing at the Southeast corner of the SE ¼ of SW ¼ of Section 20, Township 35, Range 23, thence north along the north and south quarter line a distance of 440 feet; thence west and parallel with the south line of said SE ¼ of SW ¼ a distance of 600 feet; thence south and parallel with the east line of said SE ¼ of SW ¼ a distance of 440 feet to the South line of SE ¼ of SW ¼; thence east along the south line of said SE ¼ of SW ¼ a distance of 600 feet to the point of commencement, subject to highway easements of record and mineral reservation of record.

WHEREAS, William Joshua Johnson is requesting to operate an outdoor archery range on the property occupied by Shoppes on the Rum located at 801 Highway 65 NE; and,

WHEREAS, the property is located within the "B-2" General Business District, which requires a Conditional Use Permit (CUP) for commercial recreation within said district; and,

WHEREAS, the outdoor archery range is proposed to be located within a designated wetland area; and,

WHEREAS, there shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area may; however, be mowed; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on April 12th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on April 19th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit for an indoor archery range to be located within the building located at 801 Highway 65 NE be hereby approved with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Adopted by the Isanti City Council on this 19th day of April 2016.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from William Joshua Johnson of Bow Daddy Archery Pro Shop and Range for approval of a Conditional Use Permit to operate an outdoor archery range on the property located at 801 Highway 65 NE.

Findings of Fact

1. The applicant is requesting to operate an indoor archery range in conjunction with an archery retail facility at the property located at 801 Highway 65 NE.
2. The property is zoned "B-2" General District.
3. A Conditional Use Permit is required for Commercial Recreation within the "B-2" General Business District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on March 23rd, 2016. Staff had reviewed such application and deemed such application complete on March 23rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 22nd, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, April 12th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, April 6th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.
8. The Planning Commission held a public hearing on the item on April 12th, 2016; and all property owners within 350' of the subject property were invited to attend and provide public comment.

Conclusions

1. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   As noted, the proposed use for the site would be consistent with the goals and objectives of the comprehensive plan.
   B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   The proposed use is a permitted conditional use. It fits the intent of the ordinance and underlying zoning district ("B-2"General Business District).
   C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   All operations of the archery range will occur on the property and follow the NRA Range Source Book's guideline for operating a safe outdoor range. The direction of shooting will be to the south where the nearest building is roughly one quarter mile away, in

addition, wetlands and ponds constitute the space between. The range will be marked with a sign stating the rules and regulations of the range.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The conditional use for an outdoor archery range will not be detrimental to surrounding properties so long as the NRA's Range Source Book guidelines are followed along with all local, state and federal laws. The ranger operators will do everything in their power to run a safe operation.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
Archery ranges within in the B-2 district are a conditional use in this district. Several conditions have been outlined below as part of the approval of this operation. This use will not impede development.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Additional public facilities and services are not necessary for the proposed use.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on any approval to ensure that the property is developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

3. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access to the site is existing and had been approved at an earlier date.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Parking exists on site and is sufficient for the proposed use.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Landscaping and screening were established with the original site plan.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
There will be no changes to lighting. Approved as part of the original site plan.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Not applicable. Approved as part of the original site plan.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
Not applicable. Approved as part of the original site plan..

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
The refuse container will be in compliance with Section 14. Regular searching of the area beyond the targets will occur to pick up stray arrows.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
All signage will be approved through the Zoning Administrator at the time it is submitted.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull the appropriate permits and any appropriate fees must be paid for these permits and inspections completed by the appropriate staff person prior, during, and following construction.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
Not applicable.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein. The following are a list of conditions applicable to the approval of this conditional use:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

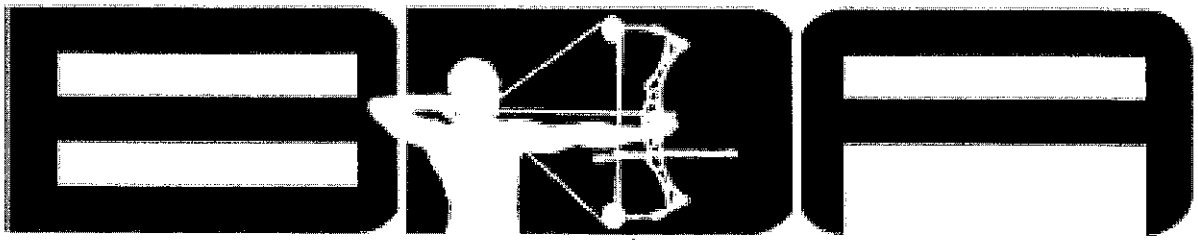
Decision

The Planning Commission held a public hearing on the item at the **April 12th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Motion by Lundeen second by Bergley to recommend approval of the request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 based on the Findings of Fact and Conclusion and with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

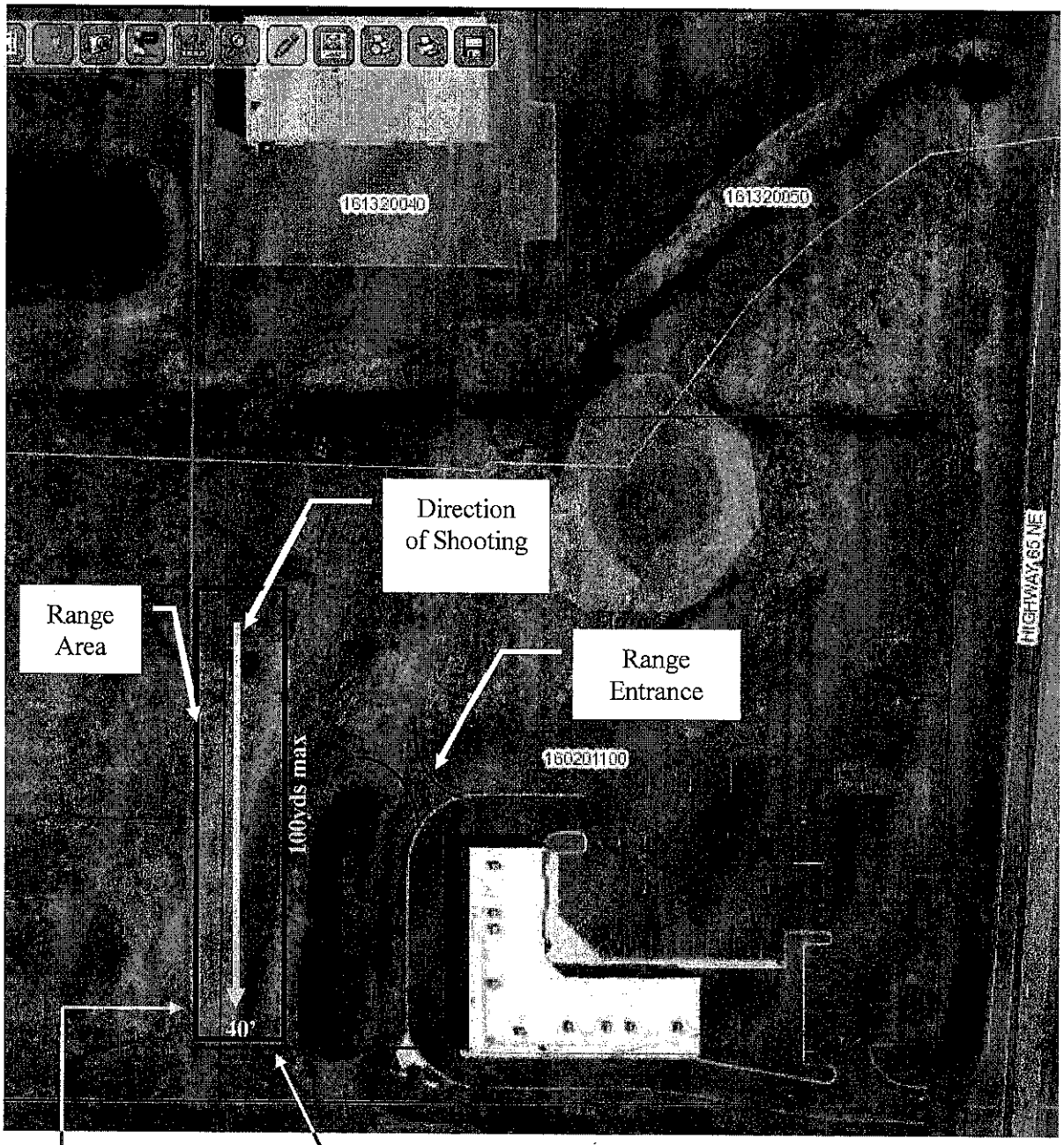
Motion carried unanimously.



WWW.BowDaddyArchery.Com / Info@BowDaddyArchery.Com
763-444-3700

Outdoor Target Archery Range Equipment/Layout

1. Target backstop frames:
    a. Will be of wood construction.
    b. Will not be permanent.
    c. Frames will be moveable to adjust for different yardages.
    d. Will properly use terrain as a secondary measure for errant projectiles.
    e. There will be 8 total backstops/frames which equates to 16 shooting lanes.
2. Shooting line:
    a. All archers will shoot from the shooting line.
    b. Will span entire width of outdoor range
    c. Will be definitive of natural environment
    d. Will not be permanent
3. Bow Hangers
    a. Will be of metal construction
    b. Will not be permanent
4. Range Dimensions:
    a. Max shooting yardage of range will equal 100 yards.
    b. Min shooting yardage of range will equal 5 yards.
    c. Max width of shooting range will equal 40 feet.
5. Signage
    a. Signage identifying that an archery range is present.
    b. Signage stating Range Regulations in regards to safety.
    c. Trail to shooting line will be clearly marked.


161320040
161320050
Direction of Shooting
Range Area
Range Entrance
160201100
100yds max
40'
HIGHWAY 65 NE
Green = Property line (185' from the west side of the building
Targets will be no further south than the south side of the building.

A Community For Generations.

Isanti

K.6.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: April 19th, 2016

Subject: Request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota

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Background

This parcel was obtained by the City in 2015 for the purpose of providing additional amenities to River Bluff Preserve. The parcel is located on Rum River Drive SW, just north of the existing park zoned lot.

Zoning Ordinance Requirements

The purpose of the "POS" Parks and Open Space Overlay District is to protect and preserve parks, open space, and undevelopable land and areas with valuable environmental qualities from further development and to provide for the recreational use of land and structures within the City.

The Planning Commission shall conduct a public hearing, and report its findings and make recommendations to the City Council. The Planning Commission shall consider possible adverse effects of the proposed amendment. The judgment of the Planning Commission with regard to the application shall be based upon, but is not limited to, the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
3. There is adequate infrastructure available to service the proposed action.
4. There is an adequate buffer or transition provided between potentially incompatible districts.

Comprehensive Plan

The purpose of this category is to identify portions of Isanti that contain existing or planned park and open space uses. Examples of park and open space uses include local and state parks, wildlife areas, and other outdoor recreation facilities, as well as passive open space areas that are prioritized as protected on the natural areas map.

In addition to the parks and open space areas designated as such on the Land Use Plan map, new residential developments should incorporate neighborhood parks as they are developed.

Public Notice
Notice of the Map Amendment was published in the official City newspaper, Isanti County News; on Wednesday, April 6th, 2016. Mailed notice was provided to property owners within 350' of the subject property.

Public Comments
No public comments had been received regarding the proposed text amendment prior to the release of the staff memo.

Planning Commission Recommendation:
Motion by Lundeen second by Kennedy to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

Deadline for City Council Action
The City of Isanti received a complete application for this request on March 3rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 3rd, 2016 (60-days); unless an extension of the review period has been agreed to by the applicant.

Options and Proposed Motion Language
1. Recommend Approval with No Conditions: Motion to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota
2. Recommend Approval with Conditions: Motion to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota with the following changes....
3. Recommend Denial: Motion to recommend denial of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota for the following reasons....
4. Table: Motion to table the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments
- Ordinance No. XXX
- Findings of Fact and Conclusions
- Map of parcel

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO.445 (ZONING): THE OFFICIAL ZONING MAP

THE CITY OF ISANTI DOES ORDAIN:

WHEREAS, the City of Isanti obtained Parcel 16.111.0010 legally described as Lot 1, Block 1 of Rum River Meadows 2nd Addition for park and open space uses; and,

WHEREAS, such parcel is zoned "R-1" Single Family District; and,

WHEREAS, the City is requesting to amend the zoning map to rezone Lot 1, Block 1, Rum River Meadows 2nd Addition as Park and Open Space; and,

WHEREAS, at their regular meeting on April 12th, 2016, the City of Isanti Planning Commission held a public hearing to take public comments; and

WHEREAS, the Planning Commission voted unanimously to recommend approval of the rezone request; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Isanti that Lot 1, Block 1 of Rum River Meadows 2nd Addition in the City of Isanti, Minnesota, subject to easements, restrictions and reservations of record, approved the re-zone request from "R-1" Single Family Residential to Park and Open Space.

EFFECTIVE DATE
This Ordinance shall take effect the day following its publication in the City's Official Newspaper.

Adopted by the City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung, City Administrator

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The property owners, the City of Isanti, filed an application to rezone Parcel No. 16.111.0010 from "R-1" Single Family Residential District to "POS" Park and Open Space District.
2. The property is legally described as follows: Lot 1, Block 1 of Rum River Meadows 2nd Addition.
3. The rezoning of the property would permit the property to be slated for park and open space uses.
4. The Comprehensive Plan has a land use encourages the incorporation of neighborhood parks.
5. The request to rezone this property was received on March 3rd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by May 3rd, 2016 (60-day rule).
6. A public hearing date before the Planning Commission was scheduled for Tuesday, April 12th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
8. Notice of the Rezoning request was published within the Isanti County News on Wednesday, April 6th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
9. Section 21, Article 1: Amendments (Text and Map), Subdivision 4 (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Rezoning request.

Conclusions

A. In review of the factors established in Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

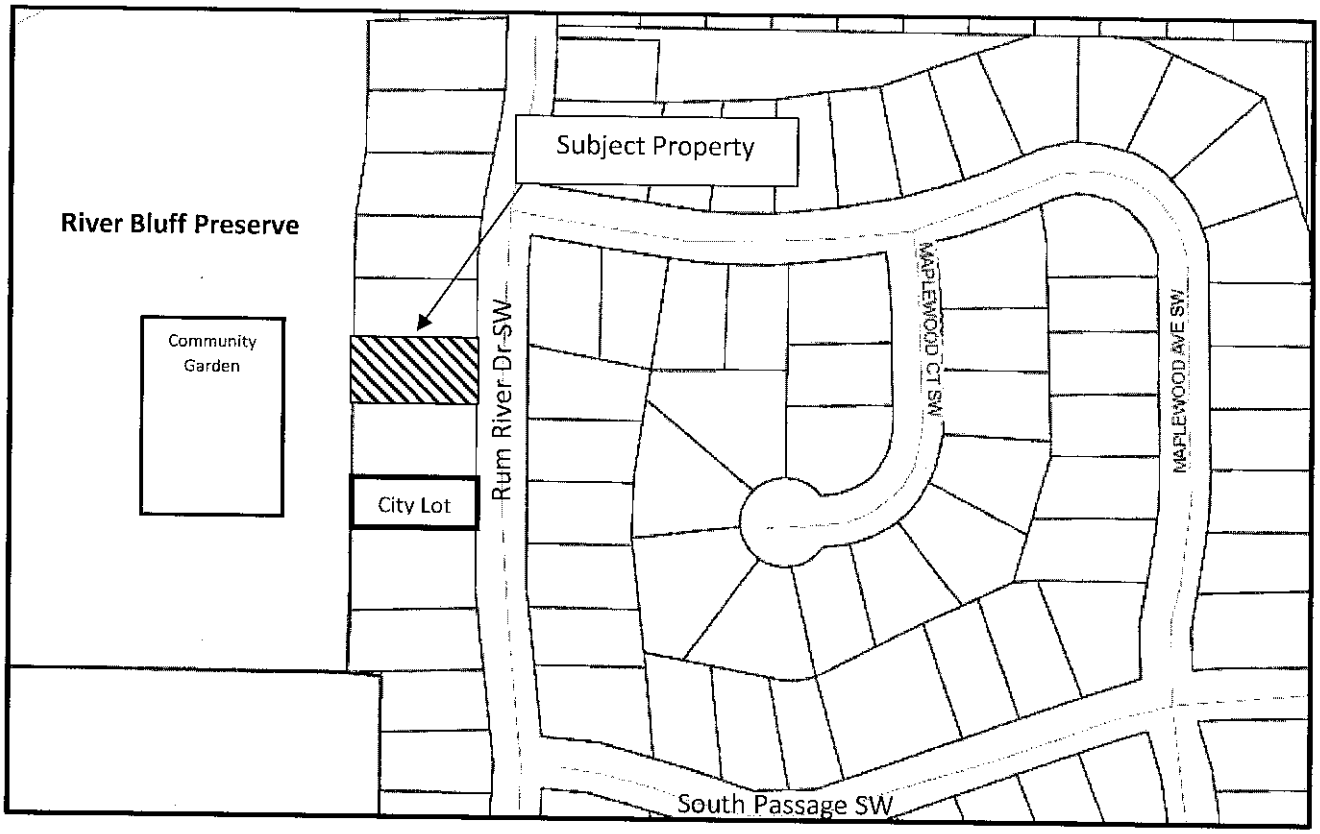
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Comprehensive Plan, including public facilities and capital improvement plans.
      The identified parcels fit within the concept of implementing neighborhood parks. One of the Comprehensive Plan's objectives is to provide passive parkland and open space areas to enhance the quality of life in existing and future neighborhoods
   2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
      The rezoning of the parcel would meet the purpose and intent of the district in which the property is located. Park and open space is suitable and beneficial to residential neighborhoods.
   3. There is adequate infrastructure available to service the proposed action.
      Any necessary infrastructure is already in place in this area should the City need connect to it.
   4. There is an adequate buffer or transition provided between potentially incompatible districts.
      Parks and open space are compatible with residential uses.

Decision

The Planning Commission reviewed the request in a public hearing on **April 12th, 2016**. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Motion by Lundeen second by Kennedy to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

Rum River Meadows Second Addition Neighborhood



K.7.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Assistant City Admin/Public Services Director

Date: April 19, 2016

Subject: Consider Ordinance to Amend City Council Chapter 227 Parking and Storage

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Background

Currently there is a marked pedestrian walkway along the East side of Railroad Ave SE between Main St E to the intersection of Palomino Road SE. There have been observations by staff and also community members where vehicles have parked along the East side of Railroad Ave SE making the pedestrian walkway unusable by pedestrians without having to walk into the street.

Public Works Committee Recommendation:
The Public Works Committee recommends to place no parking signs along the pedestrian walkway stretch along Railroad Ave SE and have language added to City Code to reflect such action.

It was noticed by Staff that the streets on the East side of Highway 65 along either side of Broadway St SE to 6th Ave NE and along 6th Ave NE to Heritage Blvd NE was posted as no parking, however, this was not reflected in City Code Chapter 227. Staff discussed with the City Engineer, Brad DeWolf, and he confirmed that those streets should not allow for parking on either side of the street.

In order to enforce, amendments are necessary in City Code Chapter 227 and they are as follows:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

(b) Along either side of Railroad Ave SE beginning at its intersection with Palomino Road SE to its intersection with Townsedge Road SE. Along the East side of Railroad Ave SE beginning at its intersection with Main Street E to its intersection with Palomino Road SE.

(i) Along either side of Broadway St SE, from Highway 65 NE to 6th Ave NE.

(j) Along either side of 6th Ave NE, from Broadway St SE to Heritage Blvd NE.

Staff Request

City staff is requesting action on this item.

Attachment

- Draft Ordinance No. XXX

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 227 PARKING AND STORAGE

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

227-2. Parking regulations.

C. Parking, stopping and standing provisions.

(5) No parking is allowed on any of the following streets or highway:

(a) Along either side of Third Avenue NW beginning at its intersection with Isanti Parkway NW to the point at which the City of Isanti corporate boundary ends and Isanti Township begins (Jackson St NW).

(b) Along either side of Railroad Ave SE~~W~~ beginning at its intersection with Palomino Road SE to its intersection with Townsedge Road SE. Along the East side of Railroad Ave SE beginning at its intersection with Main Street E to its intersection with Palomino Road SE.

(c) Along either side of County Road 5 NE/NW beginning at its intersection with Trunk Highway 65 heading west to its intersection with Whiskey Road NW.

(d) Along either side of Fourth Ave SW from its intersection with Main Street W heading south to its intersection with Elizabeth St SW.

(e) Along either side of Elizabeth St SW from its intersection with Fifth Ave SW heading east to its intersection with Second Ave SW.

(f) Along either side of Fifth Ave SW from its intersection with Elizabeth St SW heading south to its intersection with S Brookview Ln SW.

(g) Along either side of Second Ave SW from its intersection with Main St W heading south to its intersection with Elizabeth St SW.

(h) Along either side of Isanti Parkway NW, from Third Avenue NW to East Dual Boulevard NE.

(i) Along either side of Broadway St SE, from Highway 65 NE to 6th Ave NE.

(j) Along either side of 6th Ave NE, from Broadway St SE to Heritage Blvd NE.

EFFECTIVE DATE

This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 19th day of April, 2016.

Mayor George A. Wimmer

Attest:

Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

Reading Date: 04-19-2016
Publication Date:
Effective Date:

K.8.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: April 14, 2016

RE: Interim Finance Director Services

Please find attached a proposal from Steve McDonald and Jean McGann, Abdo Eick and Meyers (AEM), for interim Finance Director (financial management) services. This firm served in a similar capacity for the City in 2008 and 2012, when we had vacancies in the Finance Director position. They will have their Client Service Manager, Gayle Bauman, provide the interim services for the City. Ms. Bauman has over 17 years of experience in City government finance and has held Finance Director positions in two cities. They would assist with financial management duties as outlined in the proposal, and potentially 2017 budget work (as needed). It is planned that their staff would be our office one and one-half days of the week. The base fee for this service is $11,750 month. The contract period if for April 21st to September 30th, 2016.

RESOLUTION NO. 2016-

A RESOLUTION ACCEPTING PROPOSAL FOR INTERIM FINANCE DIRECTOR SERVICES

WHEREAS, the Finance Director gave notice of resignation as an employee of the City of Isanti, with her last work day April 22, 2016; and

WHEREAS, the Finance Committee recognizes that certain tasks and services must be provided in the interim of filling the position; and

WHEREAS, Abdo Eick & Meyers LLP provides auditing services for the City and has provided interim Finance Director services for the City in 2008 and 2012, and

WHEREAS, Abdo Eick & Meyers LLP submitted a proposal to provide Interim Financial Management Services until such time as the Finance Director position has been filled; and

WHEREAS, the City Council feels it is in the best interest of the citizens of the City of Isanti that quality financial services are provided in the interim of filling the Finance Director position.

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

1. Hereby accepts Abdo Eick & Meyers LLP proposal to the City of Isanti for Interim Financial Management Services, dated April 13, 2016, for a monthly fee of $11,750, plus hourly rates/fees if necessary as per their proposal.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

Proposal

City of Isanti

Isanti, Minnesota

Submitted
April 13, 2016

AEM Financial Solutions, LLC

Grandview Square
5201 Eden Avenue, Suite 250
Edina, Minnesota 55436
952.835.9090

Contact Persons
Steven R. McDonald, CPA
952.715.3002
steven.mcdonald@aemcpas.com

Jean D. McGann, CPA
952.715.3059
jean.mcgann@aemfinancialsolutions.com

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

People + Process. Going Beyond the Numbers

TABLE OF CONTENTS

Letter of Transmittal 2

Welcome to ABDO, EICK & MEYERS, LLP 3

Firm Qualification and Experience

- Governmental Client Services 4
- Personnel 4

Agreement for Financial Services 5

Scope of Services 8

Similar Engagements with Other Governmental Entities 9

Agreement for the Provision of Professional Services 10

Appendix

- A Professional Biographies
- B Sample Quarterly Report

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

LETTER OF TRANSMITTAL

Don Lorsung
City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Dear Mr. Lorsung,

Thank you for the opportunity to submit this proposal to the City of Isanti, Minnesota (the City) for interim financial management services. Based on our past experience with Cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through AEM Financial Solutions, LLC (AEMFS) would provide the City with excellent financial management services.

We believe our solution will continue to result in the City receiving high level information, continual improvement of processes and allow the City to keep overall costs stable. Our proposal is based on the past work we have done, the needs of the City, and the experiences we have had working with other cities. The proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from April 21, 2016 through September 30, 2016.

An AEMFS representative will be in the City offices as necessary to perform responsibilities as noted on the Scope of Services page. Services will also be performed remotely as necessary.

Investment by the City for services is indicated in the financial page.

AEMFS would like to thank the City for the opportunity. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

AEM Financial Solutions, LLC
an Abdo, Eick & Meyers, LLP Company

Steven R. McDonald, CPA
CEO

Jean D. McGann, CPA
President, AEM Financial Solutions, LLC
Partner, Abdo, Eick & Meyers, LLP

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

Welcome to ABDO, EICK & MEYERS, LLP

"The investments into our People and Process make a difference for you, our valued client. We focus on the challenges and needs that are relevant to your business or government agency. This allows us to be thoughtful in our approach in providing you with the best solutions, and leaves you assured in the value of our deliverable."

Steve McDonald - Managing Partner

People + Process®
Going Beyond the Numbers

People

Hire

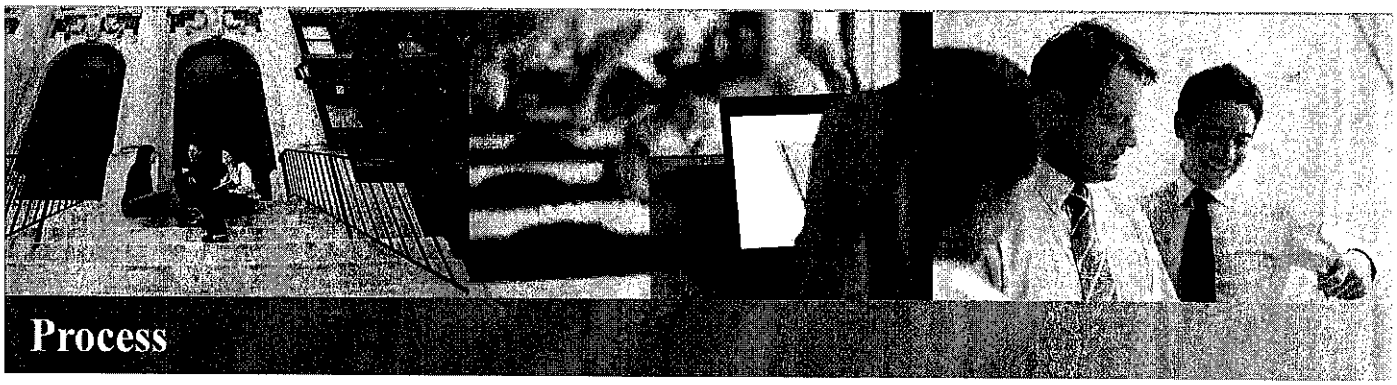
We focus recruiting efforts on Minnesota state colleges and universities. Innovative recruiting strategies, including a strong social media presence, allow us to attract top talent.

Train

We've invested in a state-of-the-art, on-site training facility and a full-time Learning Director to ensure our team is prepared to exceed your expectations.

Reward

We focus on client results and reward our team based on specific goals, not hours billed.



Process

Listen

Our process begins with listening. We invest time to better understand your goals and challenges.

Engage

Active engagement with DFK International and domestic industry associations allows us to provide maximum value to your organization.

Deliver

Combing our internal expertise and technological resources with what we've learned about you allows us to deliver a solution that exceeds your expectations.

DFK 35th ANNIVERSARY
INTERNATIONAL/USA 1978-2013

Going Beyond the Numbers

Firm Qualifications and Experience

For over 50 years, we've helped local governments throughout Minnesota serve their communities more efficiently. As the leading governmental auditing firm in the state, we provide accounting, financial, and audit services to over 200 governmental entities. In 2009, we established AEM Financial Solutions, LLC (AEMFS) a company dedicated to providing day-to-day accounting and financial management services for local governments. The success of AEMFS stems from having over 17 years of government finance and audit experience, six years of Big Four accounting Firm, and over 50 years of providing governmental services in Minnesota.

As an integral part of your team, we work with you to deliver one-of-a-kind solutions for improving best practices in your entire organization. You can expect to work with our partners and managers to resolve issues ranging from operational effectiveness to long term planning and workflow.

AEMFS is a division of Abdo, Eick & Meyers, LLP (the Firm). Overall the Firm has a professional staff of more than 131 in its Edina and Mankato offices. AEMFS specializes in the governmental industry. The following summarizes the type of services we provide.

Governmental Client Services

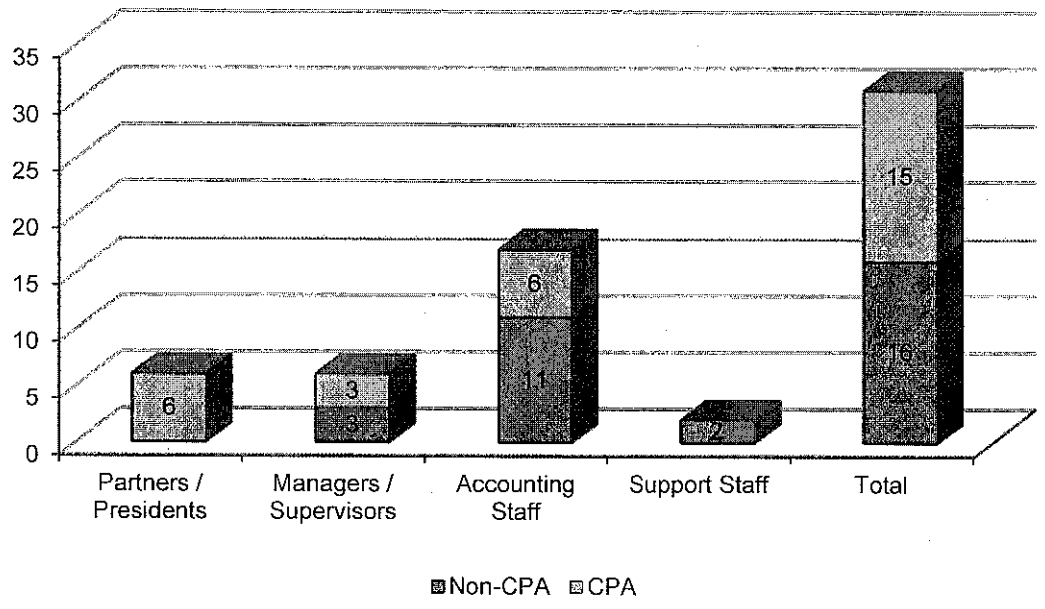
Our governmental client base is composed of cities, municipalities and other public entities. They are as follows:

- Finance director services for approximately 17 cities.
    - 2 municipal clients receive the GFOA's certificate of achievement for excellence in financial reporting
- Process evaluation studies and recommendations
- Operational effectiveness
- Work flow implementation
- Request for proposal development
- Project feasibility analysis
- Rate studies, long term strategic planning and capital improvement planning
- Budget development and analysis

Personnel

AEMFS has a tremendous level of expertise and experience in providing Governmental services. Detailed biographies can be found in Appendix A. This detail will demonstrate that when combined, we have over 55 years of providing solutions to governmental entities along with over 25 years of private sector experience.

Our substantial governmental client base and commitment of staff to governmental services has provided our firm with the competence to serve your professionally and efficiently.



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AGREEMENT FOR FINANCIAL SERVICES

THIS AGREEMENT, is made and entered into on April 13, 2016 by and between the City of Isanti, Minnesota (hereinafter referred to as the "City"), and AEM Financial Solutions LLC (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the City is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;

2. The Contractor shall have no authority to bind the City for the performance of any services or to obligate the City. The Contractor is not an agent, servant, or employee of the City and shall not make any such representations or hold himself/herself out as such;

3. The Contractor shall be the exclusive outsourced accounting service provider for the City during the term of this Agreement;

4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the City at all times.

5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of $2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide City with proof of liability insurance coverage under this Agreement in writing upon request by the City.

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ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until September 30, 2016 unless earlier terminated as provided in Sections 2 and 3.

Section 2 City's Termination Rights: City may terminate this Agreement upon sixty (60) days written notice in the event the City determines in its sole discretion that it is not in the City's best interest to continue using Contractor's services. The City may terminate on ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to City in the event City does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by City. In the event of non-payment within thirty (30) days, Contractor shall give City an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the City's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of this Agreement, the City may provide written notice of intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on September 30, 2016.

ARTICLE V

GENERAL

Section 1 Authorized City Agent: The City's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the City, and any such data and materials shall be remitted to the City by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local. Further, Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the City. The City shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The City agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the City's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the City, as requested by the City.

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ARTICLE V - CONTINUED

GENERAL - CONTINUED

Section 5 Entire Agreement: This Agreement is the entire agreement between the City and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the City with timely and accurate financial recommendations and information that allows City Council the ability to make final financial decisions. Contractor will provide final financial recommendations, but is not responsible for the final decisions made regarding financial matters.

Section 8 City Employment of Contractors Employees; Should the City desire to employ the Contractors employee that is assigned to the City during the term of this Agreement, it must have the written consent of the Contractor to enter into a City employee contract with the Contractors employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 50% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this agreement.

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated in Table 1 and under the attached scope of services. Additional fees will not be incurred without prior approval of the City.

Table 1

Services Period	Monthly Fee
April 21, 2016 - September 30, 2016	$ 11,750

Initial invoice will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract.

Section 10 Additional Services: Should the City request additional services in addition to the Contracted Services, the Contractor will provide the City with proposed fees for the services to be provided. The City shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

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SCOPE OF SERVICES

Contract Task	City Responsibility	Planned Time Frame
1. Cash and Investment monitoring		
Reconcile cash and investments	City Administrator to review and approve	Monthly
Review Monthly to ensure timely and accurately balance		Monthly
Verify bank has proper amount of collateral pledged to City's account	Request monthly collateral statement from the bank	Monthly
Review cash flow to ensure proper amounts are available for operations		Monthly
Review cash flow to ensure proper amounts are available for operations	City Administrator to review and approve	
2. Monthly/Quarterly Reporting		
Complete quarterly dashboard of key indicators		Quarterly
Provide narrative to quarterly financial report	City Administrator to review and approve	Quarterly
Review monthly budget to actual reports for coding errors	City Administrator to review and approve	Monthly
Review journal entries and payroll entries to ensure accuracy	City Administrator to review and approve	Bi-weekly
Review payroll and other monthly/quarterly reports	City Administrator to review and approve	Quarterly
Review accounts payable batches	City Administrator to review and approve	Bi-weekly
Review utility billing reconciliation to ensure accuracy	City Administrator to review and approve	Monthly
Review loan payments and assist with coding	City Administrator to review and approve	Monthly
941 reconciliation	City Administrator to review and approve	Quarterly
3. Annual Reporting		
Complete Financial Reporting Form to the Office of the State Auditor	City Administrator to review and approve	June 30
PT Form 280 to the Minnesota Department of Revenue (if required)	City Administrator to review and approve	September 30
4. Annual Budget Preparation		
Preliminary meeting with City management on budget objectives and strategy		Mid May
Prepare a City management's recommended property tax levy along with a general outline of the City Budgeted funds including any potential budget funding gaps. This will include the all funds summary and preparation of all budget documents	City Administrator to review and approve	May - August
Assist in presenting preliminary budget to Council prior to September 30.		August
Assist in the certification of the preliminary property tax levy to the County and Minnesota Department of Revenue	City Administrator to review and approve	September 30
5. Miscellaneous Tasks		
Provide oversight in recording/accounting for transactions		Weekly
Attend 4 Council meetings for action items and budget discussions		As needed
Update Council, Administrator and staff of new accounting standards		On-going
Provide assistance in reporting and closing out grant programs		Monthly
Respond to surveys and information requests as they are received from outside sources such as the League of MN Cities and Government Finance Officers Association		On-going
Monitor compliance for assigned activities		On-going
Maintain office hours at 8 a week or as arranged in advance with the City Administrator. May also utilize video conferencing as appropriate		On-going

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Similar Engagements with Other Governmental Entities

We have long-term relationships with many cities in Minnesota and have provided a sample of references of those we serve as their Finance Director. Additional references are available upon request.

City of New Hope

Kirk McDonald | 763.531.5112
Engagement Partner - Steve McDonald

City of Pine City

Ken Cammilleri | 320.629.2575
Engagement Partner - Jean McGann

City of Forest Lake

Aaron Parrish | 651.209.9750
Engagement Partner - Jean McGann

City of Le Sueur

Jenelle Teppen | 507.665.6401
Engagement Partner - Jean McGann

City Oak Grove

Rick Juba | 763.404.7075
Engagement Partner - Jean McGann

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AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES
CITY OF ISANTI, MINNESOTA

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Name _____

Title _____

Name _____

Title _____

Date _____

AEM Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Steve McDonald

Title CEO

Date April 13, 2016

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Appendix A

Steven McDonald, CPA

Managing Partner

Direct line 952.715.3002
steven.mcdonald@aemcpas.com

Mr. McDonald joined the Firm in 1991 after graduating from Minot State University with a Bachelor of Science Degree in Accounting. He currently serves as Managing Partner and during his tenure the firm has grown to a top 20 Minnesota accounting firm and a top 200 firm in the United States. Steve's vision of continuous improvement and responsiveness to client needs has resulted leading the firm through several strategic mergers and acquisitions, new service line and industry segment development, and annual double digit growth.

When not at work, Steve enjoys cooking, reading, sports of all types and being involved in his three kids' activities.

Qualifications

- Advising clients on strategies that ensure sustainability and profitability
- Structuring merger and acquisition transactions
- Identify new business opportunities and structures that maximize growth
- Develop process improvements that lead to greater communication and efficiencies
- Regional and national speaker on topics relating to strategic planning, business development and internal controls
- 25 years of experience with local governments and nonprofit organizations

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Association of School Business Officials
- Minnesota Government Finance Officers Association

Affiliations

- Young Presidents Organization
- Performance Excellence Network - Treasurer
- Edina Community Foundation - Treasurer

Education

- Bachelor of Science in Accounting, Minot State University
- Continuing professional education as required by AICPA and Government Accountability Office

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

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Jean McGann, CPA

Partner and President

Direct line 952.715.3059
jean.mcgann@aemfinancialsolutions.com

Mrs. McGann joined the Firm in 2013. She is licensed to practice as a CPA in Minnesota. Jean leads the Financial Solutions group providing financial management services, day-to-day accounting and customized solutions for local governments and nonprofit agencies.

Outside of work Jean enjoys spending time with family and friends. Jean resides in Twin Cities with her husband and their 2 children.

Qualifications

- 17 years of experience in government finance and auditing
- Over 6 years of experience in operations management
- Experienced in strategic planning and financial forecasting
- Experienced in identifying and implementing cost containment processes
- Policy development, internal control evaluation and project management experience

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association
- Government Finance Officers Association of the United States and Canada

Education

- Bachelor of Arts, Buena Vista University, Storm Lake, Iowa
- Continuing professional education as required by AICPA and Government Accountability Office

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Gayle Bauman

Client Services Manager

Direct line 952.715.3075
gayle.bauman@aemfinancialsolutions.com

Ms. Bauman joined the firm in 2016 after working for many years in City government finance. She has previously held the position of Finance Director for two cities in Minnesota. Gayle has experience in all areas of governmental finance including budgeting, capital planning, debt, financial reporting and cash management. Finance departments provide support to all city departments and Gayle is continually looking for efficiencies to assist others in doing the best job they can do.

In her free time, Gayle enjoys golfing, reading, crafts and spending time at the family cabin in northern Wisconsin.

Qualifications

- Over 17 years of experience working in City government finance
- Experience with budgeting, capital planning and debt management
- Budget reviewer for the Government Finance Officers Association

Professional Memberships

- Minnesota Government Finance Officers Association
- Government Finance Officers Association

Education

- Bachelor of Science in Accounting, Gustavus Adolphus College
  - Minor in Mathematics
- Continuing professional education

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Katelyn Pearsall

Client Services Accountant

Direct line 952.715.3045
katelyn.pearsall@aemfinancialsolutions.com

Katelyn joined the firm in September of 2013. Katelyn specializes in working with payroll, accounts payable, bank reconciliations, utility billing and financial statement preparation using various accounting programs. She also has experience with budgeting and audit preparation.

Katelyn is a dedicated Minnesota Wild hockey fan and enjoys spending time with family and friends.

Qualifications

- 9 years of experience in the accounting industry
- Dean's list at Hennepin Technical College
- Certificates in Microsoft Excel & Word

Education

- Associate of Arts in Accounting from Hennepin Technical College
- Fundamental Payroll Certification

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William Albert, CPA

Client Services Accountant

Direct line 952.939.3212
william.albert@aemfinancialsolutions.com

Mr. Albert joined the firm in January 2016. William graduated from the University of Wisconsin Eau Claire with majors in accounting and information systems. His areas of focus include financial analysis, process improvement, financial reporting and forecasting, and internal controls.

William lives in the Twin Cities, when not working he enjoys athletics, concerts, and the many fantastic lakes the Midwest has to offer.

Qualifications

- 3 years of experience in client service accounting
- Experienced in creating financial report packages and schedules
- Experienced in Accounts Payable, Accounts Receivable, and Budgeting

Professional Memberships

- Minnesota Society of Certified Public Accountants

Education

- Bachelor of Business Administration in Accounting and Information Systems, University of Wisconsin – Eau Claire
- Continuing professional education as required by AICPA

ABDO EICK & MEYERS LLP

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Appendix B

XX Quarter Report

City of Sample

City, Minnesota

As of March 31, 20XX

SAMPLE

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ABDO EICK & MEYERS LLP

AEM Financial Solutions™

DATE

ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council
City of Sample
Sample, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and statements of revenues and expenses for the enterprise funds of the City of Sample as of March 31, 20XX, for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

SAMPLE

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

DATE

Honorable Mayor and City Council
City of Sample
Sample, Minnesota

Dear Honorable Mayor and City Council:

We have reconciled all bank accounts through March 31, 20XX and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

Cash and Investments

The City's cash and investment balances are as follows:

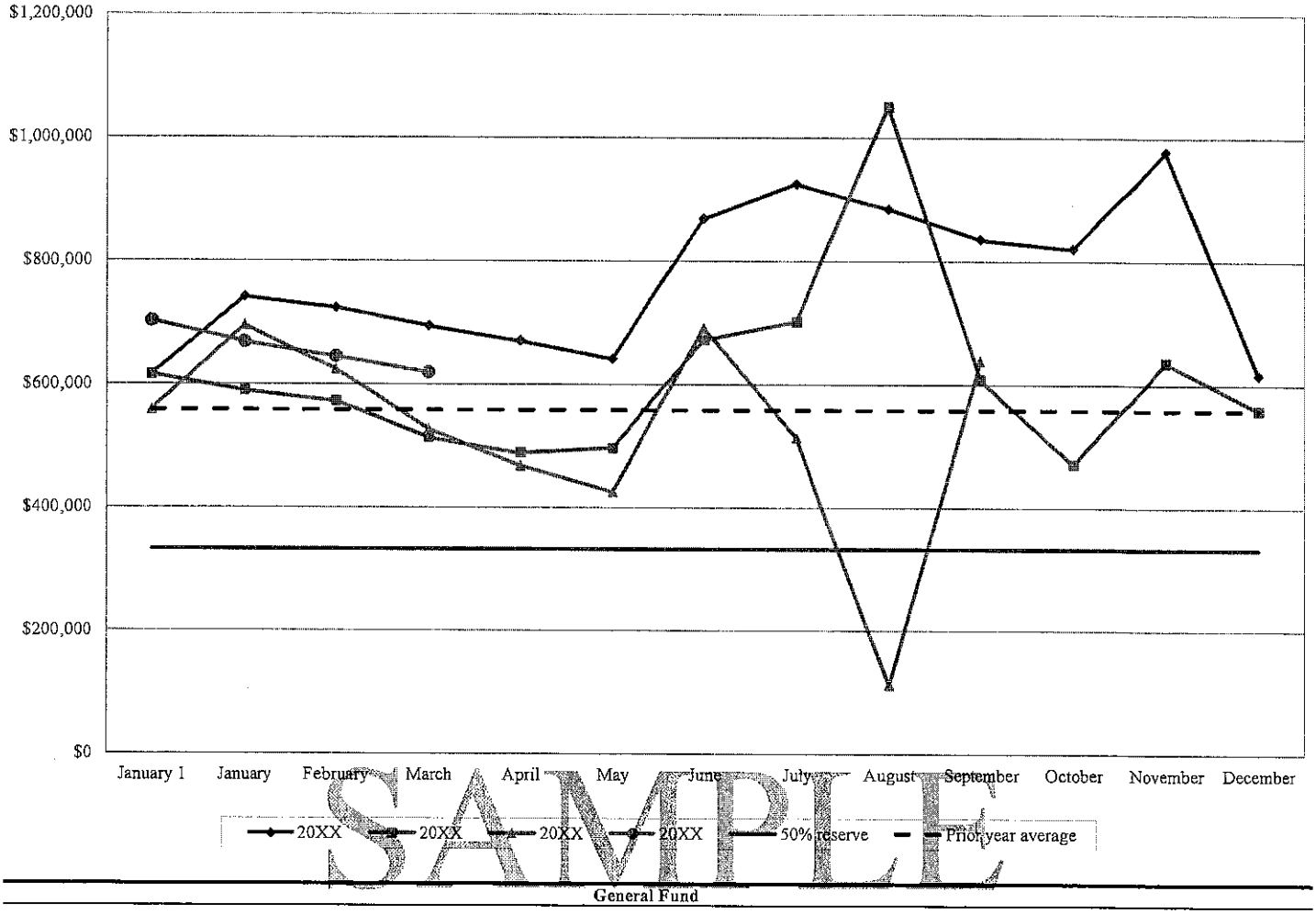
	3/31/20XX	3/31/20XX	Increase/ (Decrease)
Checking	$ 2,245,295	$ 1,295,511	$ 949,784
Investments (at market value)	974,393	963,006	11,387
Total cash and investments	$ 3,219,688	$ 2,258,517	$ 961,171

SAMPLE

Investment Type	3/31/20XX	3/31/20XX	Increase/ (Decrease)
Checking	$ 2,245,295	$ 1,295,511	$ 949,784
Money market	70,131	4,649	65,482
Negotiable CDs	904,262	958,357	(54,095)
Municipal bond	-	-	-
Government agency securities	-	-	-
Total investments	$ 3,219,688	$ 2,258,517	$ 961,171

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

General Fund Cash Balances 20XX - 20XX



SAMPLE

General Fund

Receipts	YTD Budget	YTD Actual	Percent of YTD Budget	
Taxes	$ 82,041	$ -	- %	⇩
Intergovernmental	61,606	2,000	3.2	⇩
Licenses and permits	825	480	58.2	⇩
Charges for services	5,195	1,588	30.6	⇩
Fines and forfeitures	530	587	110.8	⇧
Special assessments	1,375	-	-	⇩
Interest earnings	2,000	1,247	62.4	⇩
Miscellaneous	3,100	4,365	140.8	⇧
Contributions	750	975	130.0	⇧
	$ 157,422	$ 11,242	7.1 %	⇩

Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget	
General government	$ 12,598	$ 15,006	119.1 %	⇧
City Council	2,950	584	19.8	⇩
Executive	1,870	401	21.4	⇩
City Clerk	5,210	4,899	94.0	⇨
Financial administration	19,070	19,000	99.6	⇨
Law/legal services	2,500	2,053	82.1	⇩
Community center	2,925	3,267	111.7	⇧
General government buildings	1,175	298	25.4	⇩
Police	43,056	33,669	78.2	⇩
Fire	15,038	6,507	43.3	⇩
Highways, streets, and roads	33,708	12,765	37.9	⇩
Lions	700	471	67.3	⇩
Parks	5,241	123	2.3	⇩
	$ 146,039	$ 99,043	67.8 %	⇩

Key

⇧ Varies more than 10% than budget positively
⇩ Varies more than 10% than budget negatively
⇨ Within 10% of budget

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

	Treasury yields								
Date	**1 mo**	**3 mo**	**6 mo**	**1 yr**	**2 yr**	**3 yr**	**5 yr**	**7 yr**	**10 yr**
12/31/20XX	0.07	0.12	0.19	0.29	0.61	1.02	2.01	2.71	3.30
12/30/20XX	0.01	0.02	0.06	0.12	0.25	0.36	0.83	1.35	1.89
12/31/20XX	0.02	0.05	0.11	0.16	0.25	0.36	0.72	1.18	1.78
3/31/20XX	0.04	0.07	0.11	0.14	0.25	0.36	0.77	1.24	1.87
6/30/20XX	0.02	0.04	0.10	0.15	0.36	0.66	1.41	1.96	2.52
9/30/20XX	0.03	0.02	0.04	0.10	0.33	0.63	1.39	2.02	2.64
12/31/20XX	0.01	0.07	0.10	0.13	0.38	0.78	1.75	2.45	3.04
3/31/20XX	0.03	0.05	0.07	0.13	0.44	0.90	1.73	2.30	2.73
6/30/20XX	0.02	0.04	0.07	0.11	0.47	0.88	1.62	2.13	2.53
9/30/20XX	0.02	0.02	0.03	0.13	0.58	1.07	1.78	2.22	2.52
12/31/20XX	0.03	0.03	0.12	0.23	0.69	1.11	1.68	2.00	2.20
03/31/20XX	0.05	0.03	0.14	0.26	0.56	0.89	1.37	1.71	1.94

Budget Summary

A more detailed analysis of funds is included as Attachment A.

Cash Balance Summary

A detailed view of department totals compared with budget is included as Attachment B.

Investment Summary

A detailed summary of current investments is included as Attachment C.

SAMPLE

Enterprise Fund Summary

A detailed summary of enterprise fund financial results is included as Attachment D.

Revenue and Expenditures

A detail of revenues and expenditures is included.

* * * * *

This information is unaudited and is intended solely for the information and use of management and City Council and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC

People + Process. Going Beyond the Numbers

Attachment A

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENDITURES -
BUDGET AND ACTUAL -
GENERAL FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

	Annual Budget		Budget thru 3/31/20XX		Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)		Percent Received or Expended Based on Budget thru 3/31/20XX
REVENUES								
Taxes*	$ 313,918	*	$ 78,480		$ -	$ (78,480)		N/A %
Local government aid*	228,078	*	57,020		-	(57,020)		N/A
Tax abatements	14,244	*	3,561		-	(3,561)		N/A
Intergovernmental	18,347		4,587		2,000	(2,587)		43.6
Licenses and permits	3,300		825		480	(345)		58.2
Charges for services								
Fire	18,500		4,625		1,418	(3,207)		30.7
Police	2,120		530		587	57		110.8
Other	2,280		570		170	(400)		29.8
Special assessments	5,500		1,375		-	(1,375)		-
Interest earnings	8,000		2,000		1,247	(753)		62.4
Miscellaneous revenue	12,400		3,100		4,365	1,265		140.8
Contributions and donations	3,000		750		975	225		130.0
TOTAL REVENUES	629,687		157,422		11,242	(146,180)		7.1
EXPENDITURES								
General government	50,391		12,598		15,006	(2,408)		119.1
City Council	11,800		2,950		584	2,366		19.8
Executive	7,480		1,870		401	1,469		21.4
City Clerk	20,840		5,210		4,899	311		94.0
Financial administration	76,280		19,070		19,000	70		99.6
Law/legal services	10,000		2,500		2,053	447		82.1
Community center	11,700		2,925		3,267	(342)		111.7
General government buildings	4,700		1,175		298	877		25.4
Police	172,222		43,056		33,669	9,387		78.2
Fire	60,150		15,038		6,507	8,531		43.3
Highways, streets and roads	134,831		33,708		12,765	20,943	(1)	37.9
Lions	2,800		700		471	229		67.3
Parks	20,962		5,241		123	5,118		2.3
TOTAL EXPENDITURES	584,156		146,039		99,043	46,996		67.8
EXCESS REVENUES (EXPENDITURES)	45,531		11,383		(87,801)	(99,184)		113.0
OTHER FINANCING USES								
Operating transfers out	(80,500)		(20,125)		-	20,125	(2)	-
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	$ (34,969)		$ (8,742)		$ (87,801)	$ (79,059)		N/A %

SAMPLE

* Property taxes,assessments, and local government aids are only paid twice a year

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $15,000.

(1) Capital outlay budgeted has not been expended or transferred to capital funds to procure capital equipment.

(2) Operating transfers will be posted in 4th quarter.

CITY OF SAMPLE, MINNESOTA
UNAUDITED CASH BALANCES BY FUND
MARCH 31, 20XX, DECEMBER 31, 20XX AND MARCH 31, 20XX

Attachment B

Fund		Balance 3/31/20XX	Balance 12/31/20XX	Balance 3/31/20XX	YTD Change From 12/31/20XX		Change From 3/31/20XX
101	General	$ 526,826	$ 702,975	$ 619,063	$ (83,912)	(1)	$ 92,237
301	G.O. Improvement Bonds 20XX	(628,348)	-	1,826	1,826		630,174
302	G.O. Improvement Bonds 20XX	100,886	135,411	96,744	(38,667)		(4,142)
303	G.O. Improvement Bonds 20XX	-	244,658	191,763	(52,895)	(2)	191,763
376	TIF MN Energy	122,856	123,460	123,976	516		1,120
377	TIF MN Beef Industries, Inc	(46,124)	(46,124)	(46,124)	-		-
401	Fire Equipment Donations	20,262	37,722	42,622	4,900		22,360
402	Public Works Reserve	607,063	265,945	267,057	1,112		(340,006)
403	Police Reserve	76,009	41,191	41,363	172		(34,646)
404	Fire Reserve	1,346	14,365	14,425	60		13,079
405	Ambulance Reserve	43,700	62,933	63,196	263		19,496
406	General Government Reserve	65,000	70,319	70,613	294		5,613
407	Infrastructure Reserve	925,000	347,691	349,145	1,454		(575,855)
408	Culture and Recreation Reserve	47,500	42,275	42,452	177		(5,048)
409	2014 Street Improvements	-	715,927	702,334	(13,593)		702,334
601	Water	(166,695)	-	27,123	27,123		193,818
602	Sewer	116,001	166,065	173,272	7,207		57,271
609	Liquor Store	73,315	71,037	72,488	1,451		(827)
615	Ambulance	373,920	346,194	366,350	20,156		(7,570)
	Total	$ 2,258,517	$ 3,342,044	$ 3,219,688	$ (122,356)		$ 961,171

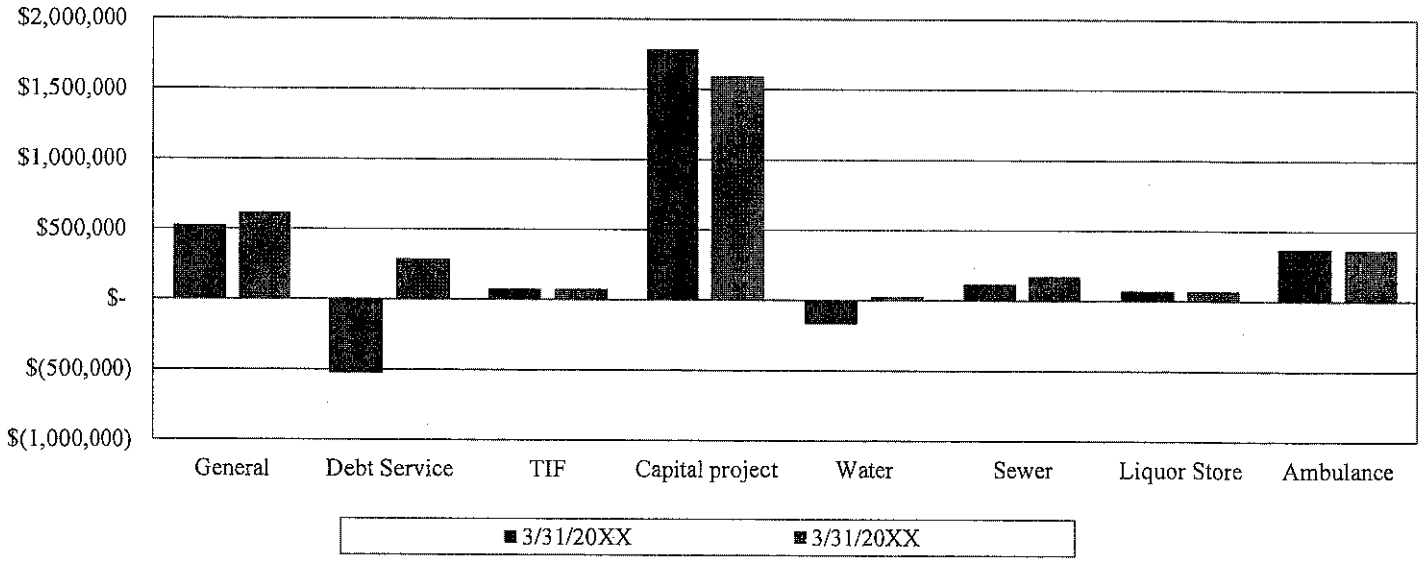
SAMPLE

Item Explanation of changes greater than $50,000

(1) See General Fund Budget and Actual Statement for additional detail. Property tax and intergovernmental revenue are not receipted until Ju December. General fund reserves must be used to finance general operations until these revenue sources become available.

(2) Debt service obligations were due and paid. Property tax and special assessment will not be receipted until July and December.

Cash Balance by Fund Compared to Prior Year



Fund

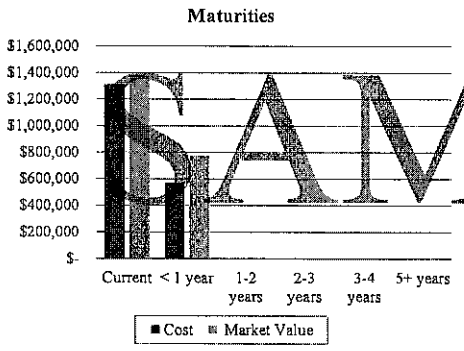
- General
- Debt Service
- TIF
- Capital project
- Water
- Sewer
- Liquor Store
- Ambulance

Key

- Varies more than 10% than budget positively
- Balance decreased more than 10% over prior year
- Balance within 10% of prior year

CITY OF SAMPLE, MINNESOTA
Schedule of Investments
For the Month Ending March 31, 20XX

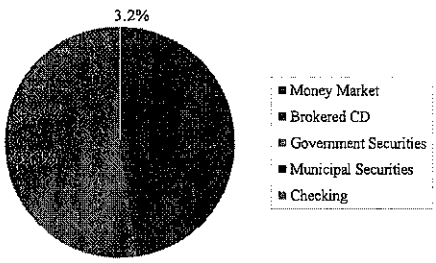
Description	Market Value 1/1/20XX	Deposits	Expenditures	Transfers	Interest	Cost 3/31/20XX	Market Value 3/31/20XX	Unrealized Gain / Loss
General Fund	$ 516,267.21	$ 906,734.90	$ (1,062,797.52)	$ -	$ 133.12	$ 360,337.71	$ 360,337.71	$ -
Ambulance Donations	53,588.01	4,300.00	(535.44)	-	20.26	57,372.83	57,372.83	-
Ambulance Debit Card Acct	1,882.33	-	(250.93)	-	0.68	1,632.08	1,632.08	-
General Fund	923,197.66	-	(250,000.00)	-	2,270.84	675,468.50	675,468.50	-
Fire Dept Debit Card Acct	574.97	-	-	-	0.22	575.19	575.19	-
Twp/Donations Acct	4,741.30	12,055.00	-	-	2.88	16,799.18	16,799.18	-
Fire Truck Utility Acct	10,188.16	-	-	-	3.79	10,191.95	10,191.95	-
Police Dept	4,675.43	5.00	-	-	1.74	4,682.17	4,682.17	-
Liquor store Petty Cash	12.94	335.00	(335.00)	-	-	12.94	12.94	-
Ambulance CD	32,065.17	-	-	-	96.00	32,161.17	32,161.17	-
Ambulance CD	24,402.16	-	-	-	90.84	24,493.00	24,493.00	-
Ambulance CD	132,709.95	-	-	-	496.77	133,206.72	133,206.72	-
Money Market	3,852.48	273,000.00	(287,000.00)	10,486.07	2.85	341.40	70,000.00	69,658.60
BMW Bank	64,094.72	-	64,000.00	(548.47)	548.47	127,546.25	127,000.00	(546.25)
GE Cap Retail Draper Utah	62,155.62	-	(62,000.00)	340.07	340.07	495.69	62,269.70	61,774.01
CIT Bank	73,503.70	-	(73,000.00)	618.80	618.80	1,122.50	73,960.68	72,838.18
Goldman Sachs	74,780.70	-	(74,000.00)	649.27	649.27	1,429.97	75,084.10	73,654.13
GE Cap Bank Inc Retail	73,405.88	-	-	404.81	1,382.21	73,810.69	73,648.24	(162.45)
Goldman Sachs	62,981.73	-	-	693.00	693.00	63,674.73	63,151.20	(523.53)
Goldman Sachs USA NY	77,801.10	-	-	638.99	1,464.73	78,440.09	77,963.34	(476.75)
Safra Natl Bank NY	88,669.81	-	-	360.87	711.99	89,030.68	88,936.81	(93.87)
Sallie Mae SLC Bank	74,950.50	-	-	556.04	1,859.24	77,365.78	75,314.25	(2,051.53)
GE Cap Bk INC Retail	49,446.50	-	-	403.29	403.29	50,253.08	49,733.00	(520.08)
Sallie Mae BK Murray, UT	-	-	-	-	-	-	-	-
	$ 2,409,948.03	$ 1,196,429.90	$ (1,745,918.89)	$ 16,921.14	$ 11,791.06	$ 1,882,762.70	$ 2,153,994.76	$ 271,232.06



SAMPLE

Maturity	Cost 3/31/20XX	Market Value 3/31/20XX	Variance 3/31/20XX
Current	$ 1,311,614.37	$ 1,380,726.72	$ 69,112.35
1 year	571,148.33	773,268.04	202,119.71
2 years	-	-	-
3 years	-	-	-
4 years	-	-	-
5+ years	-	-	-
	$ 1,882,762.70	$ 2,153,994.76	$ 271,232.06

Weighted average Rate of return	0.47%	3/31/20XX
Average Maturity (years)	0.97	3/31/20XX



Investment Type	Market Value 3/31/20XX
Money Market	$ 70,000.00
Brokered CD	956,922.21
Government Securities	-
Municipal Securities	-
Checking	1,127,072.55
	$ 2,153,994.76

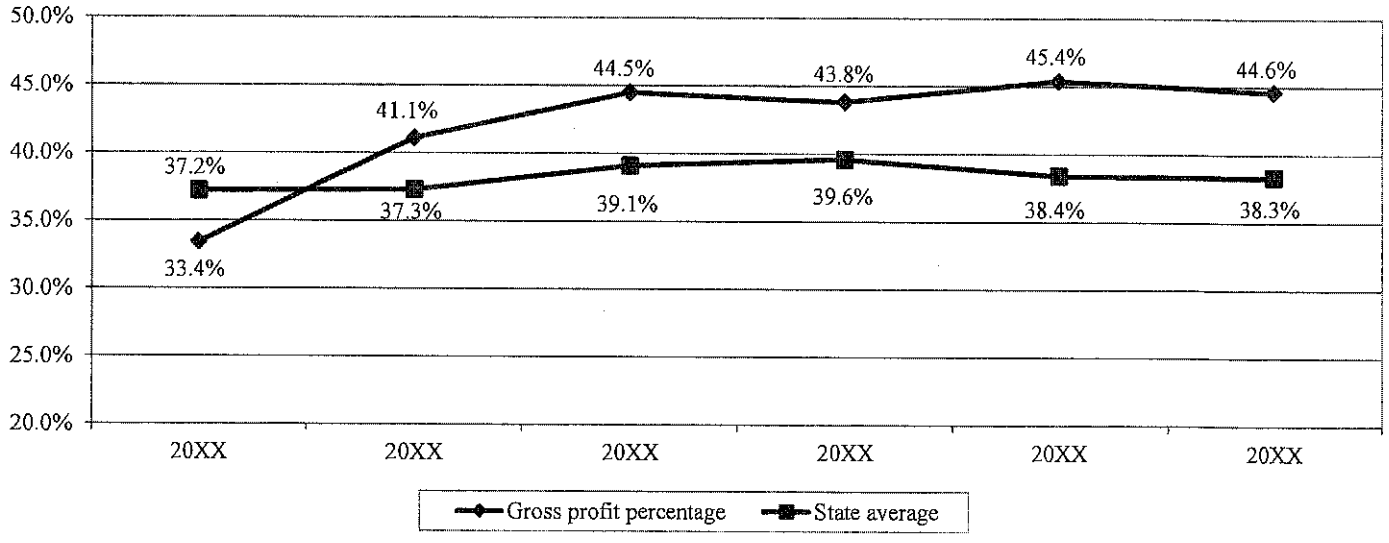
Attachment D

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
LIQUOR STORE FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)		Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES						
On sale	$ 36,928	$ 48,194	$ 11,266	(1)	$ 35,650	135.2 %
Off sale	39,802	42,505	2,703		44,750	95.0
Other merchandise	18,676	21,316	2,640		11,750	181.4
Cigarettes, other	1,744	1,886	142		2,000	94.3
Pulltab	2,047	2,593	546		2,500	103.7
Miscellaneous	3,176	10,056	6,880		1,800	558.7
TOTAL REVENUES	102,373	126,550	24,177		98,450	128.5
EXPENSES						
Salaries and benefits	29,593	32,523	2,930		28,892	112.6
Supplies	8,266	6,955	(1,311)		4,475	155.4
Cost of goods sold	69,372	75,207	5,835		51,300	146.6
Other	13,757	10,107	(3,650)		14,338	70.5
Depreciation	-	2,225	2,225		2,225	N/A
TOTAL EXPENSES	120,988	127,017	6,029		101,230	125.5
EXCESS REVENUES OVER EXPENSES	$ (18,615)	$ (467)	$ 2,313		$ (2,780)	- %
Sales		$ 113,901				
Cost of sales		75,207				
Gross profit		$ 38,694				
Gross profit percentage March 31, 20XX		34.0%				

SAMPLE

Gross Profit Percentage vs. State Average



* 20XX municipal liquor state report is not available at this time. An estimated average has been used for comparison.

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) Liquor sales are up 25% ($5,241) from 1st Quarter of 20XX and beer sales are up 39% (6,101) from 1st quarter of 20XX.

Attachment D

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
WATER FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

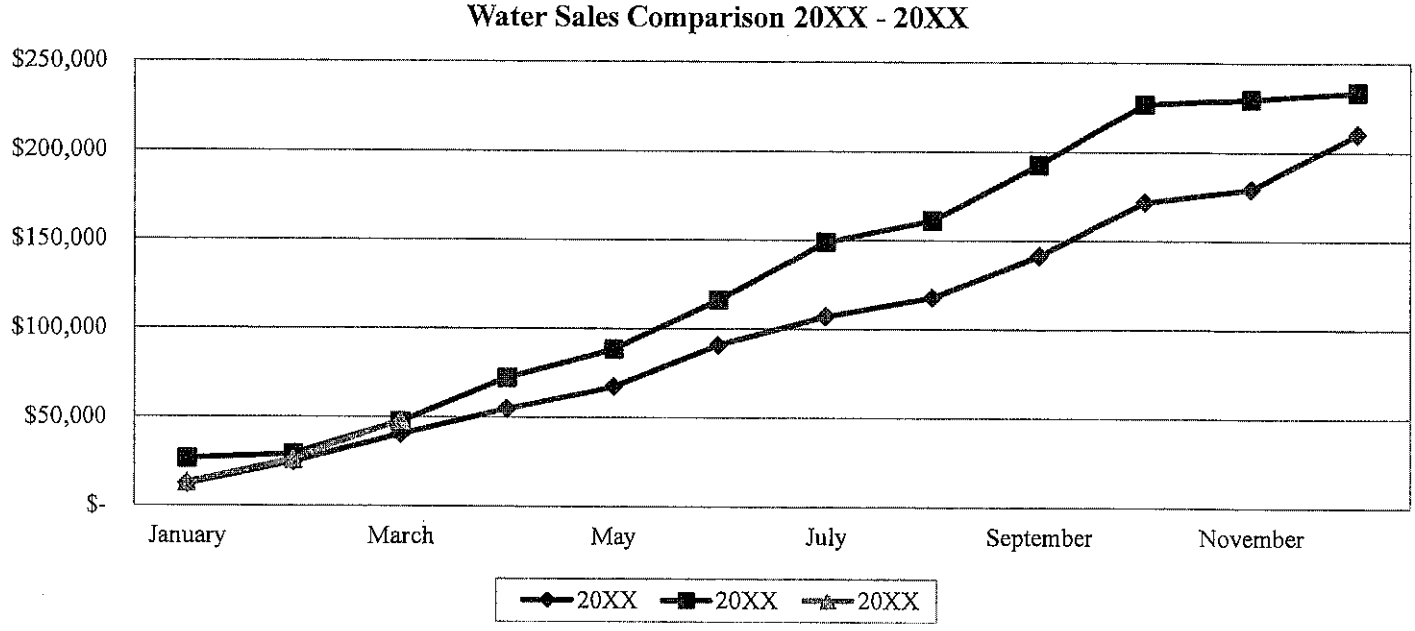
WATER FUND

	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)	Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES					
Charges for services	$ 47,335	$ 47,973	$ 638	$ 51,112	93.9 %
Miscellaneous	25	51	26	-	100.0
TOTAL REVENUES	47,360	48,024	664	51,112	94.0
EXPENSES					
Salaries and benefits	8,595	8,369	(226)	8,689	96.3
Supplies	2,387	4,608	2,221	6,125	75.2
Other services and charges	1,802	5,468	3,666	2,831	193.1
Repair and maintenance	460	-	(460)	5,125	-
Utilities	5,761	3,686	(2,075)	5,000	73.7
Interest	-	-	-	2,819	-
Depreciation	-	26,250	26,250	26,250	100.0
TOTAL EXPENSES	19,005	48,381	29,376	56,839	85.1
EXCESS REVENUES OVER EXPENSES	$ 28,355	$ (357)	$ 5,370	$ (5,727)	6.2 %

SAMPLE

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) NONE



Attachment D

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
SEWER FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

SEWER FUND

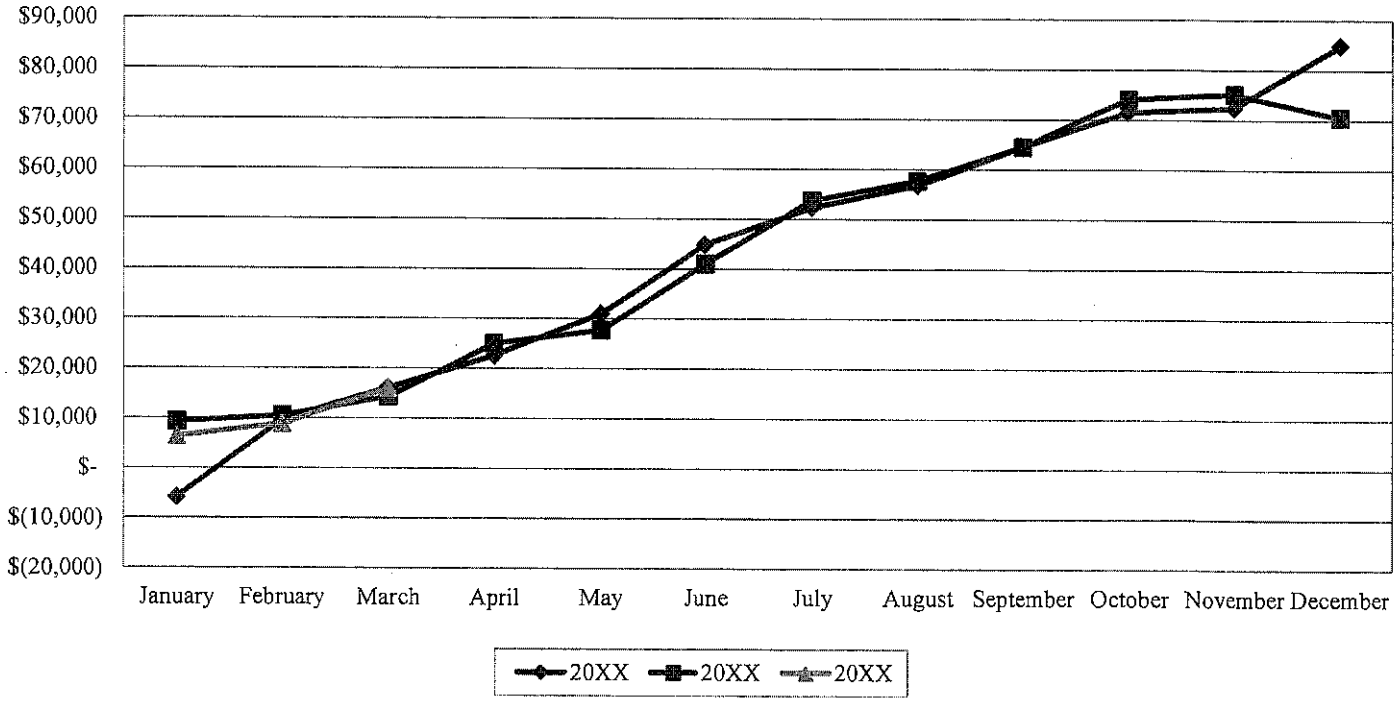
	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)	Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES					
Charges for services	$ 14,243	$ 15,935	$ 1,693	$ 18,860	84.5 %
Miscellaneous	-	347	347	250	138.8
TOTAL REVENUES	14,243	16,282	2,040	19,110	85.2
EXPENSES					
Salaries and benefits	5,855	5,324	(531)	6,475	82.2
Supplies	3,139	112	(3,027)	1,000	11.2
Other services and charges	1,755	1,716	(39)	2,334	73.5
Repair and maintenance	1,379	374	(1,005)	129,125	0.3
Utilities	480	1,549	1,069	2,500	62.0
Interest	-	-	-	1,320	-
Depreciation	-	19,950	19,950	19,950	100.0
TOTAL EXPENSES	12,608	29,025	16,417	162,704	17.8
EXCESS REVENUES OVER EXPENSES	$ 1,635	$ (12,743)	$ 130,850	$ (143,593)	8.9 %

SAMPLE

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) NONE

Sewer Sales Comparison 20XX - 20XX



A Community For Generations.

Isanti

Request for City Council Direction

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: April 19, 2015

Subject: **Consider Resolution for Authorization of Contract with CGI Communication for City Marketing Video**

Background:

City Staff and Officials have been working with Isanti County and CGI Communication to create a county wide video marketing video. City Staff and Mayor Wimmer discussed options with top management at CGI Communications and were given an opportunity to have a video created for City of Isanti in addition to the one being created for Isanti County that will also include the Mayor's Welcome. The four minute video will include segments relating to economic development, a general welcome, park and recreation and another section that would help Isanti market itself. The video will be posted on the City website and will work on mobile applications. There is no cost to the City for this service but CGI Communication does ask that the City sign a letter of introduction supporting the project that can be used to contact businesses in Isanti to see if they want to take advantage of marketing opportunities as well.

Staff Request for Action:

Staff is asking for the City Council to consider adoption of the attached resolution and move forward with the City and County CGI Video projects.

Attachments:

1) **Resolution 2016-____ Authorization of Contract with CGI Communication for City Marketing Video**

RESOLUTION 2015-___

Authorization of Contract with CGI Communications for City Marketing Video

WHEREAS, the City of Isanti EDA is charged with marketing the City of Isanti; and

WHEREAS, the City of Isanti has been working with Isanti County to produce a county-wide marketing video piece by CGI Communications and has provided photos, content and pictures helping market the City of Isanti; and

WHEREAS, Isanti County has asked CGI to contact the City of Isanti and see if the City of Isanti would be willing to sign an intro letter that can be used to contact local businesses to be in the video and to offer marketing options for their businesses; and

WHEREAS, The City of Isanti has been presented an additional opportunity to have a 4 minute video created specifically for the City of Isanti for City use on its website and other materials according to the terms and conditions of contract attached to this resolution; and

WHEREAS, the cost for creation of the video and placement on website to the City of Isanti is $0.00 but will include City Staff and Official time commitment.

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

1) Execution of the attached contract between the City of Isanti and CGI Communications by Mayor George Wimmer.
2) Use of City Letterhead and a signature by a City Official on the attached introduction letter for Isanti business owners.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: _____ Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

2016 Community Video Program

CGI Communications, Inc.
130 East Main Street, 5th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: George Wimmer
Title: Mayor
Address: 110 1st Avenue NW, P.O. Box 428
City, State, Zip: Isanti, MN 55040
Phone: 763-444-5512
Email: george@georgewimmer.com
Website: http://www.cityofisanti.us/

This agreement is between CGI Communications, Inc. ("CGI") and the City of Isanti (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the http://www.cityofisanti.us/ homepage, including any alternate versions of that homepage, for viewer access on different devices.

During the term of this Agreement, CGI shall:

- Produce four 1 minute videos with subject matter that includes but is not limited to: Welcome, Economic Development, Education, Healthy Living, and Homes/Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Have a videographer come to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to your approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia→ and QuickTime→
- Store and stream all videos on CGI's dedicated server
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the http://www.cityofisanti.us/ website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Honor any request for termination of sales upon 30 day notice and only if the City continues to provide the Community Video Program linkage from its homepage for the duration of this agreement

Program add-ons will include:

- The code to generate the mobile video responsive layer to play your Welcome video

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the http://www.cityofisanti.us/ homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its http://www.cityofisanti.us/ homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Feature business sponsors around the perimeter of video panels
- Allow businesses to purchase various digital media products and services from CGI and its affiliates
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyright, trademark or other intellectual property, privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Isanti, MN	**CGI Communications, Inc.**
Signature:	**Signature:**
Name (printed):	**Name (printed): Chris Sokal**
Title:	**Title: Vice President**
Date:	**Date: April 14, 2016**

April 12, 2016

Dear Valued Business Owner:

Isanti is excited to announce a new partnership with CGI Communications, Inc. to create a series of professionally produced online videos to highlight everything our community offers residents, visitors, and business owners.

In addition to creating the videos, CGI is ensuring they are seen. Mobile devices have shifted the landscape of business, making it more important than ever to embrace technology as residents of Isanti are able to stream high quality video on every device. For many businesses, getting noticed online can be a challenge, however, **utilizing video dramatically improves visibility** and **drives more action to your website** than static pages; the demand for video climbing even higher for users on mobile devices.

With an easily viewable interface on the official city website, this video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and the businesses supporting the program. In addition, the city's official website will backlink to CGI's www.elocallink.tv, which hosts the Video Tour.

We are dedicated to highlighting the advantages of living and working in Isanti; advantages that include access to our wonderful business community; and we feel that this video program can be widely successful. We encourage you to consider participating in this city-wide program as it provides an exciting opportunity to showcase your business and utilize the power of video on your own websites and social media pages.

To learn more about sponsorship opportunities or to request an appointment please e-mail BrandonB@cgicommunications.com.

Best Regards,

(SIGNATURE)

Signatory

K.10.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

MEMO

Date: April 13, 2016

Subject: COPS Grant Funding Opportunity

Background:

The 2016 Office of Community Oriented Policing Services (COPS) has announced that they are accepting applications for funding entry level officers; specifically focusing on these areas:

The funding opportunity for the City will be tough because of our communities diversity.

Action:

I am requesting the opportunity to apply for this grant even though the requirements this time are very specific; it will keep us in the running for future grant opportunities and increase our preference points within the grant process.

RE: COPS Office FY 2016 Community Policing Development (CPD) Program Solicitation - Now Open!

Office of Community Oriented Policing Services (COPS) [copsusdoj@service.govdelivery.com]
Sent: Thursday, March 31, 2016 8:01 AM
To: Chief Gene Hill

U.S. Department of Justice
Office of Community Oriented Policing Services
145 N Street, NE, Washington, D.C. 20530

COPS

March 31, 2016

RE: COPS Office FY 2016 Community Policing Development (CPD) Program Solicitation - Now Open!

Dear Colleague:

The Office of Community Oriented Policing Services (COPS) is pleased to announce that **the application period for the FY 2016 Community Policing Development (CPD) Program is now open.** Applications for this year's CPD solicitation must be completed and submitted by **7:59 PM, EDT on June 1, 2016**. This year's CPD Program has an overarching emphasis on implementing the recommendations of the President's Task Force on 21st Century Policing. The Task Force examined how to strengthen public trust and foster strong relationships between local law enforcement and the communities that they serve, while also promoting effective crime reduction.

Program Details

The FY 2016 CPD Program is a competitive solicitation, open to all public governmental agencies, profit and nonprofit institutions, institutions of higher education, community groups, and faith-based organizations. The program is designed to advance the practice of community policing in law enforcement agencies through training and technical assistance. It also promotes the development of innovative community policing strategies, applied research, guidebooks, and best practices that are national in scope and responsive to the solicitation topic requirements. Up to $8 million is available through this program in FY 2016, and all awards are subject to the availability of funds. Applicants may select from the following topic areas:

- Microgrant Initiative for Law Enforcement
- Critical Response Technical Assistance
- Community Policing Emerging Issues Forums
- Community Policing Training Projects
- Law Enforcement Led 21st Century Policing Demonstration Projects
- 21st Century Policing and Implementation Projects

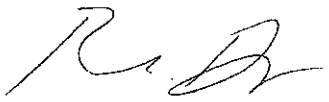
These topic areas share the goal of advancing community policing by addressing many of the recommendations contained in the Final Report of the President's Task Force on 21st Century Policing. **For detailed information on CPD program requirements, application instructions, FAQs and more, please visit the** CPD Program page **on the COPS website.**

We also encourage you to read the "Preparing Your Application" document on our website. This document provides helpful information about preparations your agency can make at this time to ensure a smooth application process and minimize the chance of problems or delays.

Please note that applications for this program must be submitted in two parts. First, applicants must apply online via Grants.gov to complete the SF-424, the government-wide standard form required for competitive grant application packages. Once the SF-424 has been submitted, you will receive an e-mail with instructions on completing the second part of the CPD application through the COPS Office Online Application System, found on the COPS Office website through the "Account Access" link in the upper right hand corner.

Thank you for your time and cooperation during the application process. If you have questions about completing a CPD application, please contact the COPS Office Response Center at 1.800.421.6770.

Sincerely,



Ronald L. Davis
Director

This email was sent to chiefhill@cityofisanti.us using GovDelivery, on behalf of: Office of Community Oriented Policing Services (COPS)
145 N St. NE · Washington, DC 20530 · 800-421-6770

RESOLUTION 2016-_____

RESOLUTION AUTHORIZING STAFF TO APPLY TO THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR THE COPS HIRING GRANT

WHEREAS, the Office of Community Oriented Policing Services (COPS Office) has announced that they are accepting applications requesting funding under the COPS Hiring Recovery Program (CHRP); and

WHEREAS, the COPS Grant prevents the loss of an officer due to budget cuts; and

WHEREAS, the COPS Grant will pay 75% of the starting salary plus fringe benefits (a 25% match is required) for an officer for up to three (3) years; and should the grant be awarded to the City, the City is required to retain the position for one (1) year after the grant ends; and

WHEREAS, the City of Isanti Police Department feels this is a great opportunity and applying for the grant will keep the City of Isanti in for consideration for future grants if this one grant is not received.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to hereby authorize staff to apply and provide all necessary signatures required for the submission of an application for the COPS Grant for one officer for a period of three years.

This Resolution is approved by the City of Isanti Council this 19th Day of April, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Karissa Henning
City Clerk

K.11.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: April 13, 2016

Subject: Bureau of Justice Assistance Grant

Background:

The Bureau of Justice Assistance Grant (Bulletproof Vest Partnership 2016 Grant) is open for solicitation for partial reimbursement of officer's bulletproof vests which have a life expectancy of five years, at which time they expire. This grant saves the citizens / taxpayers money at the local government level.

Action:

I am requesting that the City Council review and consider the opportunity to apply for this grant to offset the expenses of ballistic vests that the officers wear.

RESOLUTION NO. 2016-XXXX

RESOLUTION AUTHORIZING STAFF TO APPLY FOR THE BULLETPROOF VEST PARTNERSHIP 2016 GRANT

WHEREAS, the Isanti Police Department has an opportunity to apply for the Bureau of Justice Assistance grant (Bulletproof Vest Partnership 2016 grant); and

WHEREAS, the Isanti Police Department has applied for this grant in years past; and

WHEREAS, the Police Department makes use of grant opportunities to provide better service to the community; and

WHEREAS, the City of Isanti Police Department has requested that funds that are applied for and received from the Bulletproof Vest Partnership 2016 Grant are used to replace the bullet proof vests for its Police Officers which have a five year life expectancy / warranty.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota to authorize the Police Chief to submit an application for the Bulletproof Vest Partnership 2016 Grant with funds received from the grant to replace the bullet proof vests for the Police Department.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest: Mayor George A. Wimmer

Karissa Henning
City Clerk / Human Resources

(SEAL)

A Community For Generations.

Isanti

CITY OF ISANTI

*Check Summary Register©

L.1.

April 2016

AP160401 (page 1 of 2)

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043780	CITY OF ISANTI	4/14/2016	$86.00
Paid Chk# 043781	FINANCE AND COMMERCE	4/14/2016	$1,196.72
Paid Chk# 043782	HOME TITLE INC	4/14/2016	$78.81
Paid Chk# 043783	HOME TITLE INC	4/14/2016	$36.86
Paid Chk# 043784	HOME TITLE INC	4/14/2016	$127.99
Paid Chk# 043785	ISANTI COUNTY RECORDER	4/14/2016	$102.00
Paid Chk# 043786	ISANTI COUNTY RECORDER	4/14/2016	$92.00
Paid Chk# 043787	ISANTI COUNTY RECORDER	4/14/2016	$46.00
Paid Chk# 043788	ISANTI COUNTY RECORDER	4/14/2016	$46.00
Paid Chk# 043789	WEX BANK	4/14/2016	$60.22
Paid Chk# 043790	WEX BANK	4/14/2016	$1,041.32
Paid Chk# 043791	ALLINA HEALTH SYSTEM	4/14/2016	$155.00
Paid Chk# 043792	BCA	4/14/2016	$75.00
Paid Chk# 043793	BERNICK'S PEPSI-COLA	4/14/2016	$1,090.85
Paid Chk# 043794	BEST, ZANEETA	4/14/2016	$34.58
Paid Chk# 043795	BILL'S QUALITY CLEANING	4/14/2016	$446.00
Paid Chk# 043796	BOLTON & MENK, INC.	4/14/2016	$30,399.63
Paid Chk# 043797	BREAKTHRU BEVERAGE	4/14/2016	$7,479.55
Paid Chk# 043798	C & L DISTRIBUTING	4/14/2016	$208.00
Paid Chk# 043799	CASTERTON TITLE & CLOSING	4/14/2016	$287.56
Paid Chk# 043800	CDW GOVERNMENT, INC.	4/14/2016	$8,085.29
Paid Chk# 043801	CENTER POINT ENERGY	4/14/2016	$2,962.28
Paid Chk# 043802	CENTURYLINK BUSINESS SERVI	4/14/2016	$30.78
Paid Chk# 043803	CHILSON JEWELERS	4/14/2016	$62.00
Paid Chk# 043804	CITY OF ISANTI	4/14/2016	$86.00
Paid Chk# 043805	CITYSIDE MORTGAGE GROUP	4/14/2016	$72.98
Paid Chk# 043806	CRYSTAL SPRINGS ICE	4/14/2016	$104.38
Paid Chk# 043807	DAHLHEIMER DISTRIBUTING CO	4/14/2016	$11,977.55
Paid Chk# 043808	EAST CENTRAL SANITATION	4/14/2016	$386.98
Paid Chk# 043809	ECM PUBLISHERS, INC.	4/14/2016	$901.30
Paid Chk# 043810	EVERETT & VANDERWIEL, P.L.L.	4/14/2016	$4,446.86
Paid Chk# 043811	FASTENAL COMPANY	4/14/2016	$186.90
Paid Chk# 043812	FINANCE AND COMMERCE	4/14/2016	$116.92
Paid Chk# 043813	FIVE BROTHERS MORTGAGE	4/14/2016	$55.13
Paid Chk# 043814	FRANSEN, LINDA	4/14/2016	$200.00
Paid Chk# 043815	G & K SERVICES	4/14/2016	$592.65
Paid Chk# 043816	GOPHER STATE ONE-CALL, INC.	4/14/2016	$94.25
Paid Chk# 043817	HACH COMPANY	4/14/2016	$103.05
Paid Chk# 043818	HOME TITLE INC	4/14/2016	$21.46
Paid Chk# 043819	I.T.L. PATCH CO., INC.	4/14/2016	$99.95
Paid Chk# 043820	INNOVATIVE OFFICE	4/14/2016	$145.54
Paid Chk# 043821	ISANTI AREA JOINT	4/14/2016	$50,781.24
Paid Chk# 043822	ISANTI COUNTY AUDITOR-	4/14/2016	$1,688.18
Paid Chk# 043823	ISANTI COUNTY RECORDER	4/14/2016	$46.00
Paid Chk# 043824	ISANTI RENTAL	4/14/2016	$80.50
Paid Chk# 043825	J. J. TAYLOR	4/14/2016	$1,074.65
Paid Chk# 043826	JOHNSON BROTHERS LIQUOR	4/14/2016	$4,838.44
Paid Chk# 043827	JOSLIN & MOORE	4/14/2016	$7,886.00
Paid Chk# 043828	KAWALEK TRUCKING	4/14/2016	$121.20
Paid Chk# 043829	KNOTZ, JASON	4/14/2016	$32.05
Paid Chk# 043830	LAND TITLE, INC.	4/14/2016	$83.47
Paid Chk# 043831	LARSEN DIRT WORKS, LLC	4/14/2016	$4,500.00
Paid Chk# 043832	LIBERTY TITLE	4/14/2016	$134.46
Paid Chk# 043833	MACQUEEN EQUIPMENT, INC.	4/14/2016	$39.17
Paid Chk# 043834	MADDEN GALANTER HANSEN, L	4/14/2016	$2,279.87
Paid Chk# 043835	MARTIN-MCALLISTER	4/14/2016	$900.00

April 2016

AP160401 (page 2 of 2)

	Name	Check Date	Check Amt
Paid Chk# 043836	MCDONALD DISTRIBUTING CO.	4/14/2016	$12,313.43
Paid Chk# 043837	MENARDS - CAMBRIDGE	4/14/2016	$847.74
Paid Chk# 043838	MHSRC/RANGE	4/14/2016	$469.00
Paid Chk# 043839	MILLE LACS OIL COMPANY	4/14/2016	$80.94
Paid Chk# 043840	MINNCO CREDIT UNION	4/14/2016	$2,293.39
Paid Chk# 043841	MINNESOTA UI FUND	4/14/2016	$67.75
Paid Chk# 043842	MN DEPT OF REVENUE	4/14/2016	$18,018.00
Paid Chk# 043843	MN POST BOARD	4/14/2016	$270.00
Paid Chk# 043844	M-R SIGN CO., INC.	4/14/2016	$440.15
Paid Chk# 043845	MVTL LABORATORIES, INC.	4/14/2016	$114.80
Paid Chk# 043846	NAPA AUTO PARTS	4/14/2016	$48.72
Paid Chk# 043847	NORTH 65 CHAMBER OF COMM	4/14/2016	$40.00
Paid Chk# 043848	NORTHLAND LANDSCAPING	4/14/2016	$90.00
Paid Chk# 043849	PERFORMANCE DOCK	4/14/2016	$11,953.00
Paid Chk# 043850	PHILLIPS WINE & SPIRITS, INC.	4/14/2016	$1,857.04
Paid Chk# 043851	PROGRESSIVE BUILDERS	4/14/2016	$83.11
Paid Chk# 043852	PSN	4/14/2016	$49.95
Paid Chk# 043853	QUINTESS ASSET	4/14/2016	$79.51
Paid Chk# 043854	RED BULL DISTRIBUTION	4/14/2016	$121.00
Paid Chk# 043855	RESOURCE TRAINING	4/14/2016	$30,682.00
Paid Chk# 043856	SCHMIDT, TAHNEE	4/14/2016	$193.57
Paid Chk# 043857	SOTA	4/14/2016	$250.00
Paid Chk# 043858	STAPLES ADVANTAGE	4/14/2016	$250.72
Paid Chk# 043859	SUMMIT COMPANIES	4/14/2016	$6.00
Paid Chk# 043860	SYLVESTER, MATTHEW	4/14/2016	$130.49
Paid Chk# 043861	THORPE DISTRIBUTING CO.	4/14/2016	$100.62
Paid Chk# 043862	TOSHIBA FINANCIAL SERVICES	4/14/2016	$313.57
Paid Chk# 043863	TR COMPUTER SALES, LLC	4/14/2016	$1,847.75
Paid Chk# 043864	URBANS HARDWARE	4/14/2016	$236.59
Paid Chk# 043865	US INTERNET	4/14/2016	$57.80
Paid Chk# 043866	USABLUEBOOK	4/14/2016	$93.32
Paid Chk# 043867	VERIZON WIRELESS	4/14/2016	$555.84
Paid Chk# 043868	VIKING COCA-COLA BOTTLING	4/14/2016	$332.80
Paid Chk# 043869	VINOCOPIA, INC.	4/14/2016	$255.50
Paid Chk# 043870	WATSON CO., INC.	4/14/2016	$4,342.03
Paid Chk# 043871	WELLS FARGO	4/14/2016	$6.43
Paid Chk# 043872	WEX BANK	4/14/2016	$630.09
Paid Chk# 043873	WINE MERCHANTS	4/14/2016	$72.00
Paid Chk# 043874	XEROX CORPORATION	4/14/2016	$118.06
		Total Checks	$238,220.28

City of Isanti

Gross Payroll	77,899.33
Social Security & Medicare	4,314.58
Public Employees Retirement	7,656.86
Total City Expense	89,870.77

Pay Date 4-8-2016

Pay Period 8 (3/20 - 4/2/16)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
March 2, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:22 p.m.

a. Pledge of Allegiance

b. Roll Call

Members Present:	Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and George Wimmer
Members Absent:	Tara Hallberg (excused), Adam Johnson
Staff Present:	Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented.

2. Approval of Agenda

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

3. Approve Minutes of February 2, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for February 2, 2016. Motion carried unanimously.

4. Other Business / Updates

Economic Development Director Sullivan highlighted the Staff Memo. He shared that a Developer was working on a 24 unit senior memory care project and that he anticipated a site plan to be submitted within the next few months. He also indicated that new hearing aid business (HearsWell) had moved into the former Gental Dental site in Historic downtown Isanti. Sullivan passed out a Local Market Update relating to housing that outlined median and average sales prices and housing inventory in Isanti and Cambridge. The numbers showed a pretty strong marketing in Isanti with values on the rise.

President Wimmer updated the EDA about the progress and methodology of the rate study. He indicated that he was hopeful that rates could be reduced but that more work was needed to be done before a clear picture of the impacts could be reached. He wanted to make sure the plan addressed

the issues now and provided a sustainable path into the future. He echoed the information in the Market report and indicated that values were indeed on the rise and that this was a good document to reference when speaking to taxpayers to show the trend.

Commissioner Lundeen warned against the volatility of the housing market. It said it has up and downs and is unpredictable. Right now it is very strong but it could change quickly. He also referenced the 2 new dental clinics in Cambridge and that we should try to get on here.

Commissioner Dragisich indicated the affordable housing is really the main driver for the investment in Isanti. Gas prices at current levels are helping matters

a. Business Prospects
b. GPS 45:93
c. EDAM
d. Clerk, Administrators and Developers Meeting – 2.25.16
e. ISD 911 Business Advisory Committee – 2.25.16
f. NLX Steering Committee Update
g. Business Meetings
h. 100 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

5. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:40 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 2nd day of March, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
MARCH 8, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice) and Cindy Lind-Livingston (provided prior notice)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from February 9, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Bergley to approve the February 9th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Bergley asked if the apartments were more than 350 feet away. Achman stated that they were.

Traver stated that the only business close would be the daycare and the lights shouldn't be an issue for them.

Lundeen stated the lights wouldn't be any different than the parking lot lights. Achman confirmed that the same lights that are in the parking lot will be used for the volleyball courts; however, there will be four on one post.

Bergley asked for confirmation that the lights would be hooded. Achman stated they would be. Bergley further described how the lights at Redbird Field tend to spread out all over the place and asked if the lights would be as high as those. Achman stated the lights would be as high as the ones currently in the Wintergreen's parking lot. Bergley asked of the hood on the lights would prevent the light from spilling out to other properties. Achman stated these lights are not like the globed lights without a hood that tend to spill light all over. The hood directs the light downward.

There was no one in the audience to speak on the item. Cesafsky closed public hearing.

Motion by Kennedy second by Lundeen to recommend approval of the request from Ron Stawski on behalf of Wintergreen's for a Conditional Use Permit to allow for outdoor volleyball courts on the property legally described as that part of Lot 2, Block 2, Credit Union Addition, lying south of the North 10 feet thereof, as measured at right angles to the north line of said Lot 2, Isanti County, Isanti, Minnesota. Motion carried unanimously.

4. Other Business.

A. Legal Issues for Planning Commissioners.

A 75 minute webinar offered through the American Planning Association was presented to the Planning Commission.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the March 8th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 8:21 p.m.

Dated at Isanti, Minnesota this 8th day of March 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.4.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING COMMUNITY GARDEN VOLUNTEER POLICY

WHEREAS, the City of Isanti is opening a community garden in May 2016, and will thereafter be responsible for its maintenance; and,

WHEREAS, volunteer services may be available through the Isanti County Master Gardeners and other sources to assist with garden maintenance; and,

WHEREAS, a volunteer policy has been drafted for individual and group volunteers; and,

WHEREAS, DOAC has reviewed and approved the Community Garden Volunteer Policy and Application;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the Community Garden Volunteer Policy and Application.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Donald C. Lorsung
City Administrator

(SEAL)

Community Garden Volunteer Policy and Application
City of Isanti
110 First Avenue NW • PO Box 428
Isanti, MN 55040
Phone: 763.444.5512 • Fax: 763.444.5560
www.cityofisanti.us

Contact Name:_____

Secondary Contact Name:_____

Organization:_____

Non-Profit: YES / NO *(circle)*

Address:_____

City:_____ State:_____ Zip:_____

Phone:_____-_____-_____ Cell:_____-_____-_____

E-mail:_____

Number of Adult Volunteers*:_____ Number of Youth Volunteers: _____
*There must be a minimum of one adult volunteer per 12 youth volunteers.

Duration (check one): Seasonal _____ One time _____

2016 one-time opportunities

____Garden Set Up Day – May 13th, 2016*

____Garden Grand Opening – May 21st, 2016

____Garden Clean Up Day – November 1st, 2016*

**These dates subject to change, please contact City Staff for updates.*

You are agreeing on behalf of your organization to the Policy as written below.

Applicant Signature:_____ Date:_____

I hereby assume the risk of accidental injury to myself or my group's participants, and I hereby waive any liability from accidental injury resulting from participation in program activities. I waive any liability claims against the City of Isanti, program supervisors or volunteers or any other persons or entities assisting in the program in any way.

Applicant Signature:_____ Date:_____

For Office Use Only

Date Volunteered:_____

Time Arrived:_____ Time Left:_____

Approval Signature Community Events/ Parks Coordinator:_____

Date:_____

Verification of Approval sent:_____

City of Isanti: Community Garden Volunteer Policy

1. Individuals and groups may apply to volunteer at the Isanti Community Garden. The City of Isanti does not guarantee that there will be volunteer opportunities for all applicants and reserves the right to deny any application.
2. Seasonal volunteers agree to volunteer for at least 40 hours; one-time volunteer individuals or groups agree to volunteer for at least 5 hours.
3. Community Garden volunteers agree to follow all rules set for garden users and to uphold an inviting and respectful environment in the garden.
4. Volunteers must follow the direction of City Staff and comply with all City policies.
5. Most volunteer activities will occur during City business hours, unless other arrangements have been approved by City staff.
6. Volunteers should plan for activities including but not limited to: weeding, raking, watering, light maintenance/repairs, assisting gardeners, beginning of season set up, end of season take down. Note: volunteering for the community garden may be physically straining; however, requests for accommodations will be reviewed.

If there are questions or concerns regarding this policy or the application process, please contact Katie Everett, Community Events Manager and Parks Coordinator at (763) 444-5512 or via e-mail at isantiparks@cityofisanti.us

RESOLUTION NO. 2016-

L.5.

A RESOLUTION ACCEPTING DONATION FROM PERFORMANCE DOCK AND LIFT TO THE CITY OF ISANTI

WHEREAS, MN Statute 465.03 requires that cities accept donations for the benefit of its citizens in accordance with the terms prescribed by the donor; and,

WHEREAS, April 6, 2016, staff received an offer to donate 2- 4'x6' ramps for the River Bluff Preserve trail crossing dock from Performance Dock and Lift; and,

WHEREAS, the total monetary value of the donation is $1290; and,

WHEREAS, the City of Isanti will post a plaque indicating the donation by Performance Dock and Lift;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota herby accepts the above donation.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: April 19, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with Progressive Homes LLC for Lot 22, Block 1, Isanti Meadows**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. Progressive Homes LLC has requested the City to execute a Repayment Agreement for Lot 22, Block 1, Isanti Meadows for the construction of a 1200 square foot single family residential home at 711 Hickory St SW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of April 13, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with Progressive homes LLC for Lot 22, Block 1, Isanti Meadows

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with Progressive Homes LLC on Lot 22, Block 1, Isanti Meadows

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, Progressive Homes LLC (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 22, Block 1, Isanti Meadows (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of April 13, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of April, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and Progressive Homes LLC, a limited liability company under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 16755 205th St N, Scandia, MN 55073.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1200 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means Progressive Homes LLC., a Minnesota limited liability company, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1200 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to Progressive Homes LLC at 16755 205th St N, Scandia, MN 55073; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

PROGRESSIVE HOMES LLC

By _____
Its President

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of April, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of April, 2016, by Debra M. Torkelson, the President of Progressive Homes LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 22, Block 1, Isanti Meadows, Isanti County, Minnesota

A Community For Generations.

Isanti

L.7.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: April 19, 2016

Subject: Parking Exemption on Oakwood St NE

Background

The Coborn's Project Superintendent is requesting to be exempt from the "No Parking" restriction on Oakwood St NE from April 18, 2016 to June 1, 2016. Workers are unable to park on-site during this time period as this is when sewer, water and the parking lot will be installed on site.

There is no on-street parking on 6th Ave NE, Oakwood St NE and Broadway St SE, leaving little, to no options for alternate parking near the site. Oakwood St NE is a cul-de-sac with no access point on it to abutting properties, making it the most reasonable nearby street to grant a temporary parking exemption to. The Project Superintendent estimates up to 20 vehicles may be parked along Oakwood St NE during the temporary exemption period.

Attachments:

- Resolution 2016-XXX
- Request from Jeremy Scheeler, Coborn's Project Superintendent, email dated April 8, 2016

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A PARKING EXEMPTION ALONG OAKWOOD STREET NORTHEAST

WHEREAS, the construction plans for 6th Ave NE, Oakwood St NE and Broadway St SE indicate no parking on either side of the street east of Highway 65 and south of Heritage Boulevard; and,

WHEREAS, the City recognizes that there may limited times that exemptions from the parking requirements may be reasonably necessary; and,

WHEREAS, the construction of the Coborn's grocery store requires off-site parking for a limited time due to construction activities prohibiting on-site parking; and,

WHEREAS, the Coborn's Project Superintendent is requesting an exemption from the "No Parking" restriction on Oakwood St NE for employee parking from April 20, 2016 to June 1, 2016; and,

WHEREAS, Oakwood St NE ends in a cul-de-sac and does not have any existing access points to properties abutting it which will limit any traffic concerns; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby grants an exemption to the "No Parking" restriction on Oakwood St NE from April 20, 2016 to June 1, 2016 for employees working on the Coborn's grocery store project.

This resolution was duly adopted by the Isanti City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung
City Administrator

(SEAL)

Roxanne Achman

From: Jeremy Scheeler <Jeremy.Scheeler@RiceCompanies.com>
Sent: Friday, April 08, 2016 12:06 PM
To: Roxanne Achman
Subject: Re: Parking

Dear Counsel member,

My name is Jeremy Scheeler and I am with Rice Companies. As you have seen I'm sure we are building the new Coborns off Highway 65 and we are going to start our site utilities and bringing the site up to grade. My question for you is can we have workers park on Oakwood St. form 4/18 to 6/1 while we are bringing to site up to grade and getting ready for the parking lot? This may be long than we need and we will park on our lot ASAP.

Thank you for you time!

Sincerely,
Jeremy Scheeler
Project Superintendent
(320)250-1723

On Apr 8, 2016, at 8:28 AM, Roxanne Achman <RAchman@cityofisanti.us> wrote:

> Good Morning Jeremy,
>
> As you know, Nick is out at a conference today, so I am trying to work through a few of the items with the Coborn's project. I understand you are wondering if parking would be permitted within the Oakwood St cul-de-sac. I will have to verify that the police and public works see no issues with this, however, can you provide me with a little more detail? Will parking occur only during the day (not overnight)? How many days will you need to park in this area? I haven't been out there, so I don't know for sure, but is parking prohibited just on one side of the street, or both? Feel free to give me a call if you'd rather speak over the phone.
>
> *Thank You!*
>
> **Roxanne Achman, AICP**
> Community Development Director
> City of Isanti
> 110 – 1st Ave NW
> P.O. Box 428
> Isanti, MN 55040
> Phone: (763)444-5512
> Fax: (763)444-5560
> rachman@cityofisanti.us

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

L.8.

MEMORANDUM

Date: April 4, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Isanti Middle School – Utility Easement Agreement
Isanti, Minnesota

We have evaluated options to supply a secondary source of water to the Isanti Middle School, Oakwood Estates apartment complex and the City's main lift station site. A watermain loop connecting the watermain in Wendover Street NW, north of Heritage Boulevard, to the watermain at the Isanti Middle School has been determined to be the most cost effective option. This loop will prevent future water shutdowns in this area should a watermain break occur in the future. The proposed project should improve the available flow to the school and apartments as well.

In order to install this line, the City needs to obtain a utility easement over the new watermain from the Cambridge-Isanti School District. We have contacted the School District and they have agreed to this easement at no cost to the City.

Attached is the proposed utility easement exhibit.

The schedule is set to have the entire project completed this summer, after the regular school year ends and prior to the beginning of the new school year.

Please contact me if you have any questions.

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING THE ACQUISITION OF A UTILITY EASEMENT FOR PLACEMENT OF A WATERMAIN ON PROPERTY OWNED BY THE CAMBRIDGE-ISANTI SCHOOL DISTRICT

WHEREAS, the City Council passed Resolution No. 2016-063 approving plans for the school watermain loop; and,

WHEREAS, the most effective route for placement of the watermain loop involved connecting the watermain in Wendover Street NW, north of Heritage Boulevard, to the watermain at the Isanti Middle School; and,

WHEREAS, the City of Isanti requested a utility easement from the Cambridge-Isanti School District for the placement of the watermain on their property; and,

WHEREAS, the Cambridge-Isanti School Board held their regularly scheduled meeting on March 24, 2016 where the School Board granted a utility easement to the City for said purpose as set forth in the minutes as attached and depicted in the attached easement exhibit with the understanding that there shall be no cost to the City for said utility easement; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby authorize the acquisition of a utility easement from the Cambridge-Isanti School District for placement of a watermain as a secondary source of water to said area; and,

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota hereby that the Mayor and City Administrator are hereby authorized and directed to sign all easement related documents for the acquisition of said utility easement.

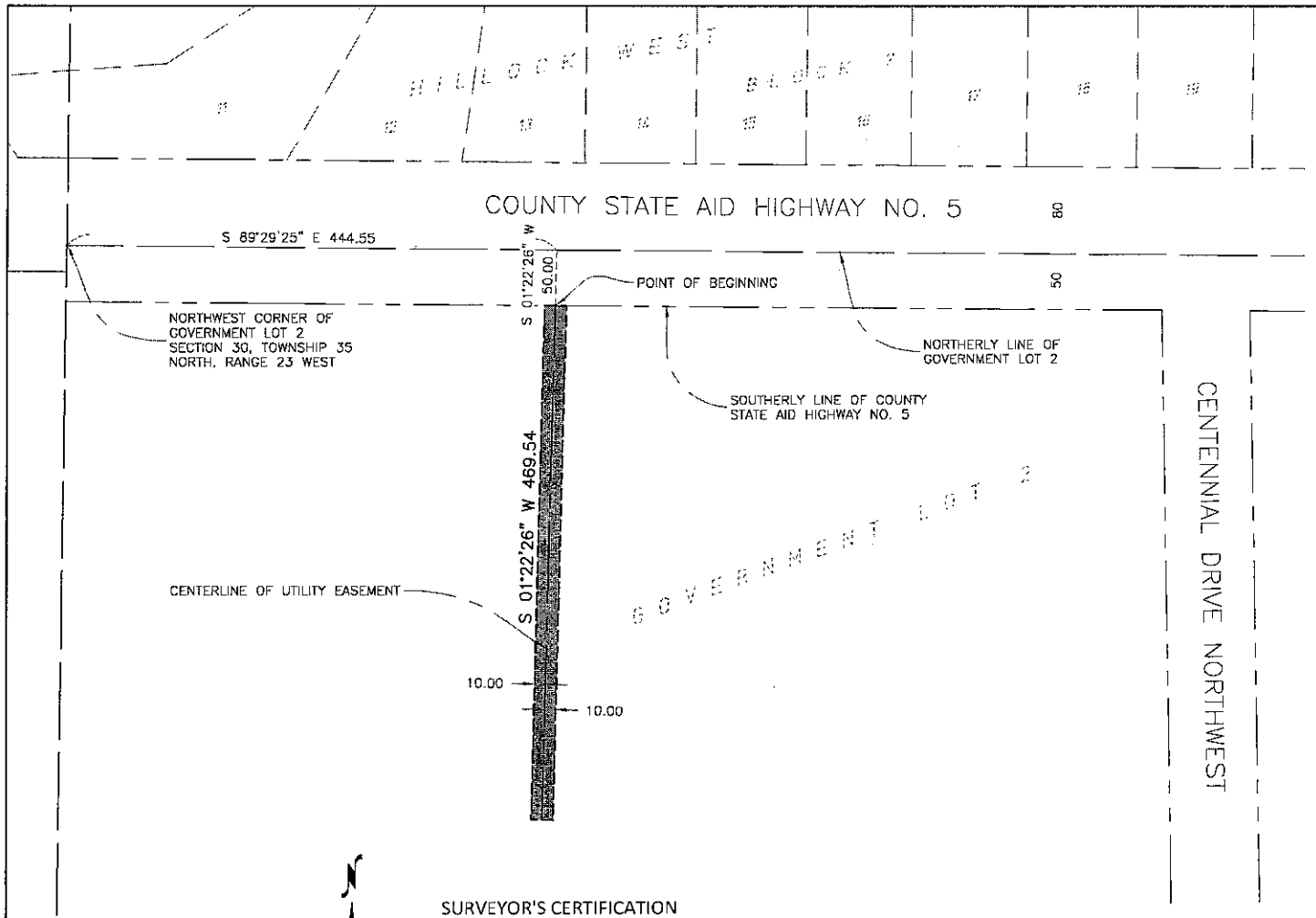
This resolution was duly adopted by the Isanti City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung
City Administrator

(SEAL)



PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for utility purposes over, under, and across that part of Government Lot 2, Section 30, Township 35, Range 23, Isanti County, Minnesota, the centerline of said easement being described as follows:

Beginning at the northwest corner of said Government Lot 2; thence South 89 degrees 29 minutes 25 seconds East, assumed bearing along the north line of said Government Lot 2, a distance of 444.55 feet; thence South 01 degrees 22 minutes 26 seconds West, a distance of 50.00 feet to the southerly right of way line of County State Aid Highway No. 5 and the beginning of the centerline to be described; thence South 01 degrees 22 minutes 26 seconds West, a distance of 469.54 feet and said line there terminating.

The side lines of said easement are prolonged or shortened to terminate on said southerly right of way line of County State Aid Highway No. 5, Isanti County, Minnesota.

PROPOSED EASEMENT
CONTAINING 9391 SQ. FT.

0 100 200
SCALE IN FEET

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Russell O. Halverson
License Number 41813

02/15/2016
Date

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PROPOSED EASEMENT EXHIBIT
ISANTI, ISANTI COUNTY, MINNESOTA

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
(763)-433-2851

PART OF GOVERNMENT LOT 2
SECTION 30, TOWNSHIP 35, RANGE 23
ISANTI COUNTY
MINNESOTA

FOR: CITY OF ISANTI

H:\ISAN\R13110979\CAD\C3D\110979EA01.DWG 02-15-2016 10:46a.m.

JOB NUMBER: R13.110979 FIELD BOOK: N/A DRAWN BY: ALH

R23-T35-S30-32

Cambridge-Isanti Schools
Regular School Board Meeting Minutes
Thursday, March 24, 2016
Education Services Center – 7:00 p.m.

MINUTES

The Regular School Board Meeting of Cambridge-Isanti Schools was held on Thursday, March 24, 2016 - 7:00 p.m. at the Education Services Center in Room 121A and B with Board Chair, Tim Hitchings; members, Gary Hawkins, Lynn Wedlund, Heidi Sprandel, and Kyle Johnson; Absent, Jenni Caulk and Darcy Winsor; and Ex Officio, Superintendent, Dr. Ray Queener.

Pledge of Allegiance was said by all.

Motion made by Gary Hawkins, seconded by Heidi Sprandel to approve the meeting agenda. Motion carried unanimously.

Communications/Recognition: Instructional Assistant, Laura Fredenberg read a letter to the board on behalf of SEIU for Cambridge-Isanti Schools Instructional Assistants, Food Service and Custodial support staff. Chair Hitchings thanked Ms. Fredenberg on behalf of the school board for the letter.

School Board Showcase: Cambridge-Isanti High School Principal, Brenda Palmiani and Assistant Principals, Chad Gerlach and Pam Austad, shared with the board different student engaging activities held at the high school. Three stations were displayed with rotation of the board at each station. The following staff and students were at these stations:

- Blended Learning with Chromebooks: 10th Grade English with Rox Charlson and Dave Hanson. Students: Kenna Peterson, Kiah [illegible]cki, and Ashley Tebben.
- Scaling Innovation through New Course Offerings: CIHS Robotics with John Almos. Student: [illegible]iah [illegible]ngha[illegible]
- Innovation in Science with Digital Sensors: College Biology with Tricia Hennen. Students; Dylan Bilger and Lydia Godfrey.

At each station, students shared with the board the process of their student engagement activity and gave a demonstration or talked about the activity at hand.

DRAFT

Board Committees/Administration Reports were as follows:

- Student Board Member – No report at this time.

- Community Education – Met on March 14th. Minutes in agenda. There has been a lot of interest shown within the community in regards to Lacrosse.

- Legislative – None

- Oak Land Cooperative Center – No meeting in March

- School Board Member Good News – CPS: First grade choir concert, March 17th; Roller skating is taking place in phy ed with students getting to skate in five class periods; Free movie night was held for families; SRO Officer read books on honesty and video recorded them for families to view; Math Night at Cub Foods – March 29th; Mc Donald's fundraiser – April 14th; Students will be fundraising for Pennies for Patients throughout the month of April. CIS: Teacher, Amanda Hagemeister has created a visually stimulating room with multiple learning stations. Her students

are actively engaged in learning or practicing skills for extended periods of time. IIS/SFAS: Year round is on spring break until April 4th; MCA testing will be taking place in April; April 1st – Bluejacket Pride will be celebrated; Student variety show will be coming in May.

- Board Committee Reports – Negotiations continue for Bus Drivers, Instructional Assistants, Food Service, and Custodians. Policy Review Committee met on March 3; Finance Committee met on March 16th; Communications Advisory Committee met on March 21st to discuss committee purposes and expectations. Subcommittees were formed and will begin to meet regularly to clarify priorities.

- Finance and Operations shared a document with the following updates:
  - Food Service: Administration Review has begun with MDE; working on FY 2016-2017 budget; looking at summer programs.
  - Finance: Working on FY 2016-2017 budget; payroll working to meet all requirements for the ACA regulations. Form 1095 will be sent to all employees qualifying for insurance (even those who qualified, but refused).
  - Building and Grounds: Working on capital budget which will be presented to board in April; Phase II Security project (ESC) is waiting for doors to arrive to move forward with implementation.
  - Transportation: Preparing for many field trips in spring; looking i routing for summer programs; planning for bus purchases for the 2016-2017 sch yea ooking into routing for the 2016-2017 school year; a facilities study is being one. Consultan will be chosen and a committee will be formed according to our strategic p n, St ategy 4, A ion Plan 5.
  - Communications: CAC met on March 21s social med training of Sch l's Facebook and Twitter page was held with principals on M h 15th. Th training will continue forward on a one-to-one basis. Eventually this will be integr d with t mobile app; stakeholder survey planning is underway.

- Human Reso ces hand out ocu ent wit the following updates:
  - Director Admin. S vice nd HR, Julia Lines, did a Supershadow with ABM Jennifer Dewey at S. Ms. L es jo d Ms. Dewey in many classrooms enjoying different activities with student nd staf "You can really tell RRS cares about their students," she said.
  - The Policy R iew Committee and the School Board have approved updates to 72 of the 177 policies for our district hoping to finish all of them over the next year.
  - STAR reporting will be completed in April. Data is collected and shared with MDE in regards to our licensed and non-licensed staff and stored via the Minnesota Department of Education. Principals are collecting data to determine staff need for the 2016-2017 school year.

- Teaching and Learning distributed a document on the following updates:
  - American Indian Advisory Board met on February 23rd.
  - DILT team met on March 2nd discussing the role of the committee.
  - Mr. Winters shared the wonderful opportunity to serve Green Eggs and Ham at CPS.
  - Last Leadership Academy at Resource Training and Solutions was held in April.
  - Summer planning taking place at ECMECC CIPD (Curriculum Integration and Professional Development Committee). Lake EMECC will be held this year at C-I Schools with Cambridge-Isanti High School hosting.
  - March 11th in-service a huge success.
  - Mr. Winters attended the MAESEP Conference. C-I Schools was very well represented with Rob Swanson, Patrick Marrow and Kristin Daniels presenting on Professional Development.
  - Technology is working on the following:
    - District Website

DRAFT

- State Testing Preparation. WIDA for ELL students will use Chromebooks this year. MCA testing starting in April via computer lab and Chromebooks.
- Collecting bids for infrastructure upgrade at middle schools
- TILT – Members are learning different components of technology to bring back to the buildings.
- Tech Tickets – Katie Casey and Katie Jo Maagard have used theirs.
- Patrick Morrow has developed Google sheets for standards prioritization.
- Blended Learning Think Tanks – Meetings held to discuss strengths, concerns and modifications of plan. Will have more information in April.

Superintendent Dr. Queener shared with the school board the following:

- Dr. Queener gave an update on the Director of Transportation position. Kerri Schibilla will be stepping into the role temporarily until April 29th. There will be first round pre-screening interviews for the position on Thursday, March 31st.
- SEE day at the Capital is April 6 and Dr. Queener along with 4 parents from the PAC team will be attending. Kim will send out information on date and time and when leaving Cambridge to school board members in case anyone is interested in attending.
- 2016 Legislation is in full swing. Lots of discussion is taking place at the Governor's budget is attached in your agenda and in its final stages. More will be coming as continued developments arise.
- Cambridge is doing a community book read "A Man Called Ove." The group is meeting at different locations to discuss the novel and share detail throughout the months of April and May.
- Hwy. 95 Task Force has been meeting about the expansion of Hwy. 95, downtown Cambridge. Please go to the City of Cambridge website for updates and project information.
- Dr. Queener expressed his gratitude about the March 11th in-service. He thanked all those who helped in putting the professional development day together and making it a huge success.
- Dr. Queener thanked Dan Mau on his detailed work in putting the Business Advisory Committee together. The committee consists of community members who will help in refining experiences in careers and mentorship for our students in order to prepare them for success beyond high school.
- Dr. Queener attended the CPS Green Eggs and Ham breakfast. Great to see all the staff, students and families come together at this annual event.
- On February 23rd, Dr. Queener Supershadowed Dawn Doyle, Academic Interventionist at CPS. She is amazing. He got to participate in activities that included Sea Slide, Mental Math, and What Makes 10. He learned about intervention strategy and received thank you notes from all the students in her class.
- "Let's Talk About It" is a community program developed by SAVE (Suicide Awareness Voices of Education) that was held at CIHS on March 2nd. Dan Reidenberg, along with a youth panel and adult panel of community experts spoke on suicide prevention. Over 400 people attended the event.
- On March 31st, Dr. Queener, along with students from CIHS will be presenting to the Minnesota Design Team their vision and information on the school district and the community 5-10 years into the future. They will be presenting at 8:30 a.m. More information can be found at the City's website.
- Dollars for Scholars Phon-A-Thon will be held on April 4th and 5th with hopes to collect approximately $20,000 in pledges for scholarships from local community members.

Director of Admin Services and HR, Julia Lines, explained to the board the changes on Policy #406 – Public and Private Personnel Data. This policy will come up for approval at next school board meeting.

DRAFT

Director of Admin Services and HR, Julia Lines, explained to the board the changes on Policy #417 – Chemical Use and Abuse (Annual Mandatory Review). This policy will come up for approval at next school board meeting.

Director of Admin Services and HR, Julia Lines, explained to the board the changes on Policy #430 – Staff Leaves and Absences. This policy will come up for approval at next school board meeting.

Motion made Lynn Wedlund, seconded by Gary Hawkins to approve the consent agenda. Motion carried unanimously.

Heidi Sprandel met with Director of Finance and Operations, Kris Crocker, to discuss Cambridge-Isanti Schools' financials and everything looks good. Motion made by Gary Hawkins, seconded by Tim Hitchings to approve the Treasurer's Report subject to audit. Motion carried unanimously.

Kris Crocker read the resolution on gifts and donations and shared with the board the list of donors, nature of gift and amount of donation *(list is in board agenda)*. Motion made by Kyle Johnson, seconded by Heidi Sprandel to adopt the Resolution on Gifts and Donations to accept gifts, grants or devise of real or personal property. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Kris Crocker, Director of Finance and Operations, presented to the board a PowerPoint explaining the recommendations and dollars needed for the General Fund budget assumptions and priorities for the 2016-2017 school year. Motion made by Lynn Wedlund, seconded by Heidi Sprandel to approve the 2016-2017 Preliminary Budget Assumptions with a final Preliminary Budget coming to the board in June. Motion carried unanimously.

Motion made by Kyle Johnson, seconded by Heidi Sprandel to adopt the Resolution Full Parameter Crossover Refunding Series 2016D Bonds. Ms. Crocker distributed a handout, Revised Pre-Sale Report to the board and was joined by Ehlers representatives, Andrea Uhl and Joel Sutter. They shared with the board the change in moving to the full parameter refunding resolution and giving the authority to Ms. Crocker and one school board member to accept bids on Tuesday, March 29th at the opening bid of the Series 2016D bonds. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Motion made by Gary Hawkins, seconded by Lynn Wedlund to adopt the Resolution on Parent Advisory Committee for American Indian Education. There are approximately 62 students in the Cambridge-Isanti Schools who would access this education. Next week there will be a meeting with the Mille Lacs Band Indians and a liaison to further the process. Revenue at this time is $35,000. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to approve the Washington D. C. Trip for IMS and CMS occurring March 31st to April 2nd, 2016. Sixty students will be attending this trip. Total cost per student is $1,200 with some of the cost of the trip paid through fundraising and the balance paid for by families. Motion carried unanimously.

Motion made by Kyle Johnson, seconded by Gary Hawkins to approve the College Biology Trip to Ecuador and the Galapagos Islands in June, 2017. Currently twelve students are registered to attend this trip. Total cost per student is $3,500 with some of the cost of the trip paid through fundraising and the balance paid for by families. Motion carried unanimously.

DRAFT

Motion made by Lynn Wedlund, seconded by Gary Hawkins to approve the Request for membership into the International Thespian Society. This society allows recognition of students who have met certain requirements that are involved in theatre within the district. Motion carried unanimously.

Motion made by Gary Hawkins, seconded by Tim Hitchings to approve the Quality Compensation Letter of Intent for Q-Comp. This letter is needed to begin the process of application. The proposal/plan will need to be submitted by the May 15th deadline. Motion carried unanimously.

Motion made by Gary Hawkins, seconded by Tim Hitchings to approve the Negotiated Administrative Assistant Contract for 2015-2017. Motion carried unanimously. Mr. Hitchings thanked the administrative assistants for participation in the negotiation process.

Motion made by Lynn Wedlund, seconded by Gary Hawkins to approve the Memorandum of Understanding for Kerry Schibilla for Interim Director of Transportation from March 4th, to April 29th, 2016. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Gary Hawkins to adopt the Resolution Relating to the Proposed Expulsion of a student. Roll call vote was taken: Lynn Wedlund, yes; Gary Hawkins, yes; Tim Hitchings, yes; Kyle Johnson, yes; Heidi Sprandel, yes. Absent: Jenni Caulk and Darcy Winsor. Against: None. Whereupon said resolution was declared duly passed and adopted.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to approve the Withdrawal Agreement of a Student. Motion carried unanimously.

Motion made by Lynn Wedlund, seconded by Heidi Sprandel to approve Policy #401 – Equal Employment Opportunity. Motion carried unanimously.

Motion made by Gary Hawkins, seconded by Tim Hitchings to approve Policy #429 – Professional Staff (Teachers), Personnel Staff (Support Staff) Recruiting, Hiring, Assignment, Transfer and Evaluation. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Lynn Wedlund to approve Policy #532 – Use of Peace Officer and Crisis Teams to Remove Students with IEPs from School Grounds. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to approve the City of Isanti Easement Limited Warranty Deed. The deed will accept the proposed plan from the City of Isanti to install a new water main loop, connecting to the existing waterman, to supply a secondary source of water to Isanti Middle school to prevent future water shutdowns should a water main break in the future. This will be at no cost to the district. Motion carried unanimously.

Motion made by Heidi Sprandel, seconded by Kyle Johnson to adjourn meeting at 8:47 p.m. Motion carried unanimously.

DRAFT

Signature _____ Date _____

EASEMENT LIMITED WARRANTY DEED

DEED TAX DUE: EXEMPT MS §287.22 (13) – Easement Only

Date: March 24, 2016

FOR VALUABLE CONSIDERATION, Cambridge-Isanti Independent School District #911, an independent school district under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to City of Isanti, a municipal corporation under the laws of the State of Minnesota, Grantee, real property in Isanti County, Minnesota, described as follows:

A 20.00 foot wide perpetual easement for utility purposes over, under, and across that part of Government Lot 2, Section 30, Township 35, Range 23, Isanti County, Minnesota, the centerline of said easement being described as follows:

Beginning at the northwest corner of said Government Lot 2; thence south 89 degrees 29 minutes 25 seconds East, assumed bearing along the north line of said Government Lot 2, a distance of 444.55 feet; thence South 01 degrees 22 minutes 26 seconds West, a distance of 50.00 feet to the southerly right of way line of County State Aid Highway No. 5 and the beginning of the centerline to be described; thence South 01 degrees 22 minutes 26 seconds West, a distance of 469.54 feet and said line there terminating.

The side lines of said easement are prolonged or shortened to terminate on said southerly right of way line of County State Aid Highway No. 5, Isanti County, Minnesota.

See Exhibit "A" attached hereto and made a part hereof depicting the location of the easement herein granted.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property.

Check if applicable:

X The Seller certifies that the seller does not know of any wells on the described real property.
____ A well disclosure certificate accompanies this document.
____ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Cambridge-Isanti Independent School District #911

By: _____
Its Chairperson

By: _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

This instrument was acknowledged before me on March 24, 2016 by Timothy J Hitchings, the Chairperson and by Lynn Wedlund, the Clerk of Cambridge-Isanti Independent School District #911, an independent school district under the laws of the State of Minnesota.

Kimberly K. Cheney
Notary Public

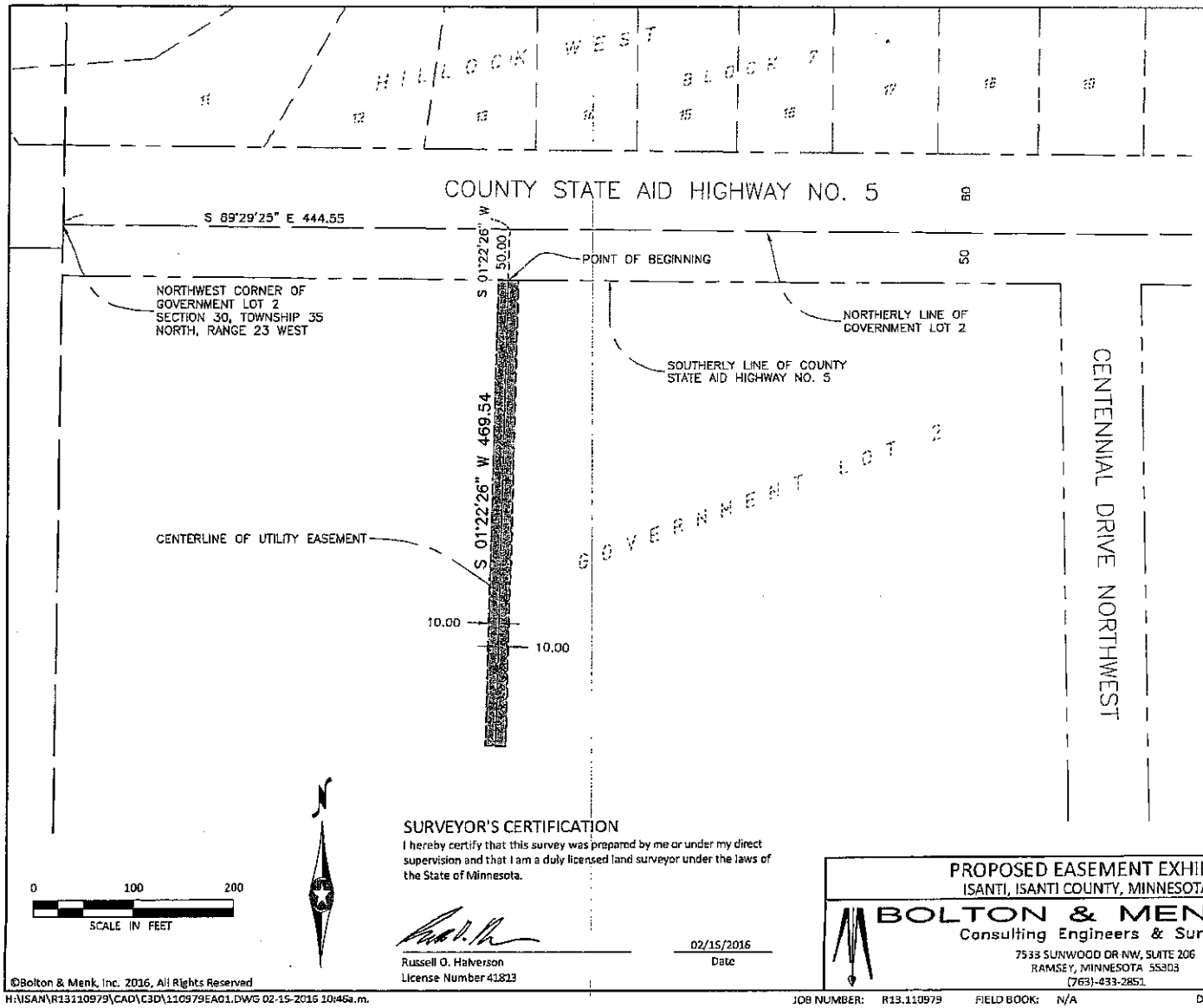
KIMBERLY KAY CHENEY
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2018

Tax Statements for the real property should be sent to:

Independent School District 911
625A Main St.
Cambridge, MN 55008

This Instrument Was Drafted By:
Clark A. Joslin
Joslin & Moore Law Offices, P.A.
221 NW 2nd Ave.
Cambridge, MN 55008

Exhibit A



PROPOSED EASEMENT DESCRIPTION

A 20.00 foot wide perpetual easement for utility purposes over, under, and across that part of Government Lot 2, Section 30, Township 35, Range 23, Isanti County, Minnesota, the centerline of said easement being described as follows:

Beginning at the northwest corner of said Government Lot 2; thence South 89 degrees 29 minutes 25 seconds East, assumed bearing along the north line of said Government Lot 2, a distance of 444.55 feet; thence South 01 degrees 22 minutes 26 seconds West, a distance of 50.00 feet to the southerly right of way line of County State Aid Highway No. 5 and the beginning of the centerline to be described; thence South 01 degrees 22 minutes 26 seconds West, a distance of 469.54 feet and said line there terminating.

The side lines of said easement are prolonged or shortened to terminate on said southerly right of way line of County State Aid Highway No. 5, Isanti County, Minnesota.

PROPOSED EASEMENT
CONTAINING 9391 SQ. FT.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Russell O. Halverson
License Number 41813

02/15/2016
Date

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PROPOSED EASEMENT EXHIBIT
ISANTI, ISANTI COUNTY, MINNESOTA

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
(763)-433-2851

PART OF GOVERNMENT LOT 2
SECTION 30, TOWNSHIP 35, RANGE 23
ISANTI COUNTY
MINNESOTA

FOR: CITY OF ISANTI

H:\ISAN\R13110979\CAD\C3D\110979EA01.DWG 02-15-2016 10:46a.m.

JOB NUMBER: R13.110979 FIELD BOOK: N/A DRAWN BY: ALH

R23-T35-S30-32

A Community For Generations.

Isanti

L.9.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: April 19, 2016

Subject: Nuisance Weed/Grass Abatement – Quote for Service

Background

The City received 5 quotes for 2016 nuisance residential and large tract weed/grass abatement (lot mowing). Staff evaluated the two lowest quotes for residential mowing. After the evaluation, the low quote for residential abatement this year was submitted by Cory's Complete, LLC. The quote is for $32.00 per residential lot mowed and a $5.00 mobilization charge. The low quote for large tract abatement was submitted by North Country Lawn Care Inc. The quote received was a $50.00 base fee charge that includes the first hour of mowing, plus $25.00 per additional hour after the first hour of mowing.

The specifications allow awarding residential and large tract abatement work to separate qualified contractors. Attached is a summation of the quotes received. A provision is included in the resolution that should the contractor awarded not perform in accordance with the contract; staff has the authority to offer the services to the next lowest quoter.

Staff further recommends that the 2016 fee to be charged for properties abated using a private vendor would be the actual cost charged by the vendor to the City for the service and the $25.00 administrative charge as designated in the City Fee Schedule.

Attachments:

- Resolution 2016-XXX
- 2016 Quote Matrix
- 2016 RFQ for Nuisance Weed Abatement

RESOLUTION NO. 2016-

RESOLUTION AWARDING QUOTE FOR OUTSOURCING THE MOWING OF NUISANCE WEED/GRASS ABATEMENT LOTS

WHEREAS, the City of Isanti has determined that is in the City's best interest of the City to accept quotes for the outsourcing of mowing services for nuisance weed/grass abatement lots located within the city; and

WHEREAS, a request for quotes for the services was published in the City's official newspaper; and

WHEREAS, quotes were received and a tally of the quotes is provided on the attached 'Exhibit A';

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

1. To hereby award the low quote for mowing services for nuisance residential weed/grass abatement lots as provided within the specifications so posted and published to **Cory's Complete, LLC** for the 2016 mowing season.
2. To hereby award the low quote for mowing services for nuisance large tract weed/grass abatement as provided within the specifications so posted and published to **North Country Lawn Care Inc.** for the 2016 mowing season.
3. That **Cory's Complete, LLC** and **North Country Lawn Care Inc.** provides a Certificate of Compliance as required under the Minnesota Workers' Compensation Law (if required).
4. That **Cory's Complete, LLC** and **North Country Lawn Care Inc.** provides a copy of their liability insurance and names the City as an 'additional insured'.
5. That the quotations as signed by the vendors for the 2016 Growing Season constitutes a contract with the City of Isanti for said services.
6. That City staff is authorized to charge the administrative fee for billing of properties abated as designated in the City Fee Schedule; with the administrative fee, rate charge and any applicable sales tax charged to the responsible party.

FURTHERMORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that in the event that it is determined that **the Contractors** do not perform in accordance with this resolution, the specifications and the contract entered into; Staff has the authority to offer to said services to the next lowest quoter, as per quotes provided to the City of Isanti.

This resolution was duly adopted by the Isanti City Council this 19th day of April 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Donald C. Lorsung
City Administrator

CITY OF ISANTI
BID OPENING
April 6, 2016 – 1:00 p.m.
Nuisance Weed Abatement Services

Exhibit A

BIDDER	Residential Lot Cost	Mobilization Fee	Fee for Large Tracts
Seasonal Property Services LLC 308 5th Ave SW, Unit B Cambridge, MN 55008	$45.00 per lot	$25.00	$50.00 base fee + $50.00 per hour
Cory's Complete, LLC 2261 171st Lane NE Ham Lake, MN 55304-5007	$32.00 per lot	$5.00	$50.00 base fee + $50.00 per hour
Freedom Lawn Service 20800 Glenbrook Ave W Forest Lake, MN 55025	$49.50 per lot	$15.00 if they are in town for other mowing reasons. $50.00 if a special trip for one property.	$75.00 base fee + $75.00 per hour
Linda Fransen 25895 Lever St NE Isanti, MN 55040	$75.00 per lot	$50.00	$100.00 base fee + $35.00 per hour
North Country Lawn Care Inc. 2951 – 297th Ave NW Isanti, MN 55040	$50.00 per lot	$20.00	$50.00 base fee (includes first hour of mowing) + $25.00 per hour

CITY OF ISANTI

2016 REQUEST FOR QUOTATION
For Nuisance Weed Abatement on Private Property

Company Name/Address:

_____

_____

_____

_____

Telephone Number:

( ) _____

Quotations will be received until 1:00 p.m. on Wednesday, April 6, 2016.
Quotations are requested from commercial mowing firms for furnishing labor and equipment for the abatement/cutting of weeds and tall grass on developed and vacant residential lots within the City of Isanti. Also requested is a base fee plus an hourly mowing rate for large tracts. The City reserves the right to consider the large tract rate fee quote separately from the residential lot mowing fee quote. The properties for which services are being requested will be in violation of the City's weed nuisance ordinance. Generally grass and weeds will be 8" or more in height. The City reserves the right to accept or reject quotes received for these services.

THIS CONTRACT IS FOR THE 2016 GROWING SEASON.

****

Requirements – Minimum:

A. Performance

- The cost per site will include the following: mowing and trimming around structures, posts, fences and objects. Ancillary clearing of loose paper/cardboard debris prior to mowing. Care shall be taken not to damage trees and shrubs.
- Areas must be cut within two working days of date of City request via e-mail Note: There will be a $25 penalty fee for each site not mowed within the two working days (week days), unless there is approval by the Public Works Director to extend this period due to weather or extenuating circumstances.
- In the event the selected contractor cannot mow in the time specified, the City has the right to contact alternate mowing contractors to perform the work.
- Streets, sidewalks and driveways must be free of cutting debris. Bagging and removal of clippings is not required.
- Weeds and grass must be cut and trimmed to 3" height.
- Insurance – must carry a $1 million liability coverage policy and workers compensation insurance (if required). A certificate of insurance with the City of Isanti named as an additional insured will be required. Service providers shall meet all City requirements prior to providing services to the City.

- In the event of non-performance or at the City's discretion, services from the vendor may be terminated by written notice from the City.
- Regarding Large Lot mowing, a 50 foot perimeter is to be mowed around the property where it abuts a street or property line of a developed area. The contractor must have equipment capable of mowing rough larger multi-acre areas. These areas may have weeds, brush and small trees (up to 2 inches) that will need to be removed. It is the contractor's responsibility to check areas prior to mowing for rocks and debris that may damage their equipment. Care should be taken not to mow over the extension of water curb boxes, wood stakes or other property markers. The Contractor should consult with City officials concerning whether only perimeter mowing of the areas is required or if the entire site needs to be mowed.
- Mowing contractors must be available for the entire mowing season which could start as early as April and extend as late as the end of October.
- The selected mowing contractor will meet with City staff prior to the start of the mowing season and shortly after mowing has started to ensure an efficient process.

B. Communication and Billing

- The City will e-mail the address of lots/sites that will require mowing to the contractor.
- The contractor will have two full business days after the date the e-mail is sent to complete the work.
- Once the work is completed on a property, the contractor will notify the City by e-mail that the service has been completed (on the day of service).
- Invoices must be submitted for payment with specific dates that services were performed. At the end of each month, the contractor will submit a statement reflecting all invoices previously submitted for payment. Payment will only be made from invoices.

C. Equipment Required: Please list this equipment below.

- Commercial grade self-propelled walk or rider mower and weed trimmers.
- For Large Lot Mowing – commercial grade equipment capable of mowing rough areas, brush and small trees.

Quote For Services / Other Required Information

D. Amount for Service (includes all transportation and travel time)

1. **Residential Lot - Cost per Site** $_____

2. **Mobilization Fee** (if owner has cut) $_____

3. **Base Fee Plus Hourly Mowing Fee for Large Tracts*** $_____(base fee)
+
$_____(hourly fee)

*The City reserves the right to consider this quote separately

Please provide a list of EQUIPMENT available to fulfill requirements of contract:

1.

2.

3.

Please provide 3 references that you provided commercial mowing services in 2016. (Name/Contact Information)

1.

2.

3.

In submitting this quotation, the vendor agrees that acceptance of any or all quotations by the below designated party within a thirty (30) day period constitutes a Contract.

Signed: _____

Firm Name: _____

Dated: _____

AN AUTHORIZED EMPLOYEE OF THE COMPANY MUST SIGN ALL QUOTATIONS.

QUOTES SUBMITTED MUST BE CLEARLY MARKED: Quote for Nuisance Weed Abatement Services

PLEASE SUBMIT QUOTES TO:

Roxanne Achman
Community Development Director
City of Isanti
P.O. Box 428
Isanti, MN 55040

For further information or questions, please call: (763) 444-5512.

L.10.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: April 13, 2016

RE: Award Quote and Contract for Refuse Services

A request for quotes was placed in the official newspaper and posted for refuse collection services for the City. The service period is for two years; from June 1, 2016 through May 31, 2018.

Two quotes were received for the service, one from ACE Solid Waste and one from East Central Sanitation. East Central Sanitation's quote came in at $315 /month for all services, $ 175 per roll-off box for Clean-up Day and no charge for park containers and containers for city events. ACE Solid Waste's quote came in at $ 367 /month for all services and they quoted $ 84 /month for park containers, $ 200 per roll off box for Clean-up Days; and $ 5.00 for each container/trash can for city events.

In review of the quotes received, staff recommends awarding the refuse service to East Central Sanitation and to authorize entering into a two-year contract for refuse services. Attached is a resolution and contract for your consideration.

RESOLUTION NO. 2016-

A RESOLUTION AWARDING QUOTE AND AUTHORIZE ENTERING INTO A TWO YEAR CONTRACT FOR REFUSE SERVICE

WHEREAS, the City of Isanti has determined that it is in the City's best interest to seek quotes for refuse services for the Isanti Municipal Facilities, and

WHEREAS, quotes were received as follows:

Quoter	**Quote Amount**
East Central Sanitation	$315.00/mo base quote Additional: Park Containers - $0.00/no charge Park Recycling Containers - $0.00/no charge Clean-up Day: roll-off/s, labor, dumping fees – $175 per roll off Additional Services/City Events per container – $0.00/ no charge container/can
ACE Solid Waste	$367.00/mo base quote Additional: Park Containers – $84.00/mo Park Recycling Containers - $56.00/mo Clean-up Day: roll-off/s, labor, dumping fees - $200 per roll off Additional Services/City Events per container – $5.00/container/can
Two quotes were received	

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

1. That the City Council awards the quote to East Central Sanitation as the most responsible quoter for the base quote amount of $315.00 per month, $175.00 per roll off container for City Clean-up Day and a $0.00 'no charge' for the additional quoted items as stated in the above quote tabulation.

2. That the City Administrator is hereby authorized to enter into a two year contract with East Central Sanitation for the provision of refuse services to the Isanti Municipal Facilities for a two year period from June 1, 2016 to May 31, 2018.

3. That a copy of the said contract be attached to this resolution including the responsibilities of both parties for the refuse service.

This resolution was duly adopted by the Isanti City Council this 19st day of April 2016.

Attested:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

CITY OF ISANTI

CONTRACT FOR REFUSE SERVICES

This agreement is made as of the ____ day of April, 2016, between the City of Isanti, a Minnesota Municipal Corporation **("City")**, and East Central Sanitation **("Contractor")**. The **City** and the **Contractor** agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a standardized refuse service collection procedure for the Isanti Municipal facilities.

SECTION 2. SERVICES TO BE PERFORMED

A. The **Contractor** shall collect all refuse materials from the municipal facilities listed on Appendix A. The collection shall be on an as needed basis and from the designated containers.

B. The **Contractor** shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter as the **City** and **Contractor** may agree so that the schedule can be completed regardless of a holiday.

C. The **Contractor** shall provide the following equipment and labor annually for the City Clean-up day:

1. Two (2) roll-off boxes or equivalent of a size adequate for the intended purpose and dumping fees for collected materials.

2. All required labor for removal of materials collected.

3. Trucking services for the delivery and removal of the roll-off boxes.

The **City**, with the cooperation of the **Contractor**, shall provide a system for the collection of any necessary special fees associated with the collection and disposal of problem materials at the clean-up day (i.e. tires, appliances, fluorescent bulbs).

SECTION 3. TERM OF CONTRACT

A. The term of this **Contract** shall be June 1, 2016 through May 31, 2018.

SECTION 4. PREPARATION FOR COLLECTION

A. All occupants of municipal properties will be directed to prepare and store refuse materials in containers provided by the **Contractor**.

SECTION 5. CONTRACTOR'S EQUIPMENT

A. All vehicles used by the **Contractor** in picking up the materials from the municipal properties shall be painted and marked uniformly and shall be identified on both sides of the cab. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.

B. The **Contractor** shall make all collections of materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the **Contractor's** receptacles and vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect materials.

C. The **Contractor** shall keep all equipment used in the performance of the work required by this **Contract** in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle as least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the **Contractor's** equipment is subject to periodic inspection by the **City**.

SECTION 6. CONTRACTOR'S OPERATIONS

A. The **Contractor** shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. and 5:00 p.m. on all days of collection as specified herein. The address and telephone number of the office shall be given to the **City** in writing. Any changes in address and telephone number of the office shall be given to the **City** in writing at least ten (10) working days prior to such change.

B. Complaints on service will be taken and collected by the **City** in addition to those received at the **Contractor's** office. The **City** will notify the **Contractor** of all complaints it receives. The **Contractor** is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the **Contractor** and reported monthly to the City Administrator. All complaints shall be answered by the **Contractor** courteously and promptly.

C. The **City** shall notify the **Contractor** by 12:00 noon on the day following the scheduled pick-up of any missed stops. The **contractor** is required to service such locations before 5:00 p.m. on the date of notification.

D. The **Contractor's** employees shall handle all containers with reasonable care to avoid damage, shall replace all containers in an upright position and shall immediately clean up and dispose of any materials which may have fallen out of a container.

E. The performance of the **Contract** shall be done by the **Contractor** with forces which are adequate to insure the satisfactory collection and disposal of the materials at all times. **Contractor's** failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, which on other work might be regarded as "acts of providence".

F. The **Contractor** shall certify that any materials collected specially for recycling are delivered to a recycling processing center. Materials, specifically intended to be recycled, found to be landfilled will be in violation of the **Contract** and shall be grounds for termination of the **Contract**.

SECTION 7. COMPENSATION

The **City** will compensate the **Contractor** for the collection of refuse and recycling materials from City facilities a sum of ***$ 315.00*** plus tax per month during the life of the Contract; and the **City** shall compensate the **Contractor** fees in the amount listed on their Refuse Services Bid Sheet (See Attached) for Parks, Clean Up Day, and Additional Services/City Events. There shall be no additional fees for roll offs, labor, and dumping fees for the spring clean-up day (as provided in the specifications).

SECTION 8. LIABILITY INSURANCE / INDEMNIFICATION

The **Contractor** shall indemnify and hold harmless the **City** and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this **Contract** by the **Contractor**, its employees, agents or subcontractors. **Contractor** will carry, for the duration of this Agreement, liability insurance coverage and shall provide a Certificate of Liability Insurance to the City and shall name the **City of Isanti** as an additional insured, an amount of not less than $500,000.00, insuring against personal injury or property damage for liability to third parties. The **Contractor** shall provide a copy of his license to haul as authorized and approved by Isanti County.

SECTION 9. TERMINATION

The **City** shall have the right to terminate this **Contract** prior to the expiration of its term if in the **City's** opinion, there has been a breach of its terms by the **Contractor.**

SECTION 10. PENALTIES AND DAMAGES

A. Failure by the **Contractor** to perform under this **Contract**, may result in its termination and/or claims by the **City** for damages.
B. In the event of breach of this **Contract** by the **Contractor**, or proven negligence by the **Contractor**, the **Contractor** agrees to pay, in addition to the actual damages sustained by the **city** as a result thereof, the cost, including reasonable attorney's fees incurred by the **City** in pursuing any of its rights under this **Contract**.

SECTION 11. SUCCESSORS AND ASSIGNS

The **Contractor** binds itself, its successors, executors, administrators and assigns to the **City** in respect to all covenants of this **Contract**, except that the **Contractor** shall not assign or transfer any part of its interest in this **Contract** nor shall the **contractor** assign any moneys due, or to become due, without the **City's** written consent.

SECTION 12. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this **Contract** shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 13. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this **Contract** is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this **Contract**.

SECTION 14. ENTIRE CONTRACT

This **Contract** contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this **Contract** or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has replied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 15. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this **Contract** are inserted for convenience of reference only and shall not constitute a part of this **Contract** as a limitation of the scope of the particular paragraphs or sections to which they apply.

The representative of East Central Sanitation hereby acknowledges receipt of this **Contract** and has reviewed the conditions of this **Contract** and has agreed that they comply with the terms of this **Contract**.

This contract for refuse service for municipal facilities is hereby entered into on the _____ day of April, 2016, between East Central Sanitation and the City of Isanti for the period from June 1, 2016 through May 31, 2018.

East Central Sanitation

Ralph Carlson
Contractor Printed Name

(Signature of Contractor)

Date

City of Isanti

Donald C. Lorsung
City Administrator

Date

Appendix A

Specifications for Refuse Service for Isanti Municipal Facilities

1) **City Hall** – 110 1st Avenue North
   - One 90 Gallon (Residential Container – Weekly Pick-up
   - One 90 Gallon (Residential) container for Office Single Sort Recycling*

2) **Police Station** – 401 1st Avenue North
   - One 90 Gallon (Residential) container
   - One 90 Gallon (Residential) container for Office Single Sort Recycling*

3) **Municipal Liquor Store** – 400 W Dual Blvd.
   - One 90 Gallon (Residential) Container – Weekly Pick-up
   - One-Two yard Container – Weekly Pick-up
   - One-Two yard Container for Cardboard Recycling – Weekly Pick-up
   - One 90 Gallon (Residential) container for Single Sort Recycling*

4) **Community Center** – 208.5 1st Avenue North
   - One-Four yard Container – one time per week Weekly Pick-up
   - Two 90 Gallon (Residential) containers for Single Sort Recycling*

5) **Maintenance Garage** – 100 W Isanti Parkway
   - One-Four yard container – Twice-Weekly Pick-up April through November
     Weekly Pick-up December through March
   - Two 90 Gallon (Residential) containers for Single Sort Recycling*

6) **Old Wastewater Facility** – 1109 Spirit Brook Drive
   - Six 90 Gallon (Residential) Containers – Weekly Pick-up

7) **Downtown - Extra Cans**
   - City provides Five Extra Cans in Downtown Area – Hauler will pick-up weekly - (Includes Park Area at Downtown Parking Lot Site)

8) **Parks – Extra Containers – Pick up April – October**
   Pick up weekly or as needed
   - One 90 Gallon (Residential) container for Single Sort Recycling at each park
   - Two 90 Gallon (Residential) Containers at Redbirds Field During the Summer (620 3rd Avenue North)
   - One 90 Gallon (Residential) Container at Unity Ball Field (420 3rd Avenue North)
   - One 90 Gallon (Residential) Container at Mattson Park (Main St. W & 5th Avenue)
   - One 90 Gallon (Residential) Container at Mattson Park Basketball Court
   - One 90 Gallon (Residential) Container at Mattson Park Tennis Courts (County Rd 5 and 5th Avenue)
   - One 90 Gallon (Residential) Container at Whisper Ridge Park – City Pick-up

(3rd Ave & Cottonwood St)

- One 90 Gallon (Residential) Container at Isanti Tot Lot – As Needed (6th Ave & Cedar St)
- One 90 Gallon (Residential) Container at Riverside Park – As Needed (Rum River Dr NW & Hillock St)
- Three 90 Gallon (Residential) Containers at Bluebird Park (201 Isanti Parkway)
    - One at Skateboard Site
    - One at Playground Site
    - One at Basketball Court
- One 90 Gallon (Residential) Container at Legacy Park (End of Blossom Blvd.)
- One 90 Gallon (Residential) Container at Rum River Meadows Park (1108 South Passage)
- One 90 Gallon (Residential) Container at River Bluff Preserve (Rum River Meadows SW)

9) Clean-up Day

Bid per roll-off. Bid will include labor, trucking services for delivery and removal of roll-off boxes, and dumping fees.

- Two roll-off boxes or equivalent of a size adequate for the intended purpose (or the number as determined by the Public Services Director)
- Labor for removal of materials collected
- Dumping Fees
- Trucking services for the delivery and removal of the roll-off boxes
- Clean-up Day is on a Saturday and hours are 8:00 a.m. to noon

10) Additional Services/City Events

- Bid per container or can provided for city events.

11) Term of Contract and Insurance

- The Contract Term shall be two (2) years; from June 1, 2016 to May 31, 2018
- A Certificate of Insurance shall be required naming the City of Isanti as an Additional Insured
- Facility Recycling – Pick up as needed, minimum on a bi-weekly basis (twice monthly)

A Community For Generations.
Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: April 13, 2016
Subject: Squad Rifles

MEMO

Background:

The police department does not specifically own its own police rifles. The patrol rifles that the PD has in use are weapons obtained through the Federal 1033 program. These weapons or owned by the Department of Defense (DOD) and local governments are allowed to use them with many restrictions. One such restriction is that the DOD can request the return of the weapons at any time and we have to comply. This would leave our agency without any patrol rifles/carbines. The DOD has already requested the return of our M-79 Grenade Launcher that was obtained through this very same program

The City of Blaine has replaced their squad rifle fleet with new ones and are offering their used rifles to any Mn. law enforcement agency. The weapon is a Heckler and Koch (H&K) MP5 .40 caliber carbine. New these weapons are approximately $1895.00 each. I can obtain 10 carbines for $1,000.00 ($100.00 each). Ten carbines would allow for each officer to have their own dedicated patrol rifle for duty use. I would fund this purchase with forfeiture dollars.

Lt. Muyres and I are patrol rifle/carbine instructors and we would be more than capable in holding a training session for the officers to be fully trained in their operation.

Action:

The Finance Committee has reviewed this request and supported the idea to be heard by the City Council. I am asking that the City Council to allow this purchase with the use of forfeiture funds and that a check to be made out to the City of Blaine.

Respectfully,

Chief Gene C. Hill

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF TEN H&K MP5 SQUAD RIFLES FROM THE CITY OF BLAINE

WHEREAS, the Police Department has a need for squad rifles and that the City does not own any of their own, and;

WHEREAS, the rifles that the city currently uses are on loan from the Department of Defense (DOD) and are subject to many restrictions, one being that they can be requested for return at any time without question, and;

WHEREAS, the City of Blaine is selling their useable H&K MP5 squad rifles for 10 for $1,000 in total, and;

WHEREAS, the weapons have been inspected and are all in working order, and;

WHEREAS, the funding source would be from the police department's forfeiture fund, and;

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

1. That the City Council authorizes the Chief of Police to purchase the rifles for the City of Blaine, that a check for their purchase made out to the City of Blaine and that the funding source will be the IPD Forfeiture Fund.

Adopted by the Isanti City Council this 19th day of April, 2016.

Attest: _____ Mayor George A. Wimmer

_____

Donald C. Lorsung
City Administrator

L.12.

RESOLUTION NO. 2016-

A RESOLUTION TO DECLARE CERTAIN PROPERTY AS SURPLUS AND AUTHORIZE ITS SALE BY PUBLIC AUCTION

WHEREAS, on occasion the City of Isanti incurs supplies and equipment that is no longer of use for departments within the City; and,

WHEREAS, it has been determined that the Public Works Department has light fixtures that were removed for the facility lighting upgrade that are of no use to the City and is considered surplus property; and,

WHEREAS, Resolution No. 2003-014 provides guidelines for the disposal of surplus property; and,

WHEREAS, the light fixtures will be placed for public auction, the next public auction is June 11, 2016 at Wayne Pike Auction in Princeton, Mn;

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

1. To declare lighting fixtures from the Public Works Facility that were removed for the lighting upgrade project surplus and post public notice that the items will go to public auction.
2. The Public Services Director shall have the authority to sign all necessary paperwork to allow for the process for auction of the surplus items identified per this Resolution.

This resolution was duly adopted by the Isanti City Council the 19th day of April, 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council persons**

From: Chief Gene C. Hill

Date: April 13, 2016

Subject: Vacation Extension – Officer Barrows

MEMO

Background:

Officer Barrows has been on Administrative Leave since December 16, 2015 with an unknown return date to work. His employment anniversary date is July 1st, 2016. Because of his absence, he potentially will run out of time to use his vacation.

Based on current policy, whatever vacation time you have over your allowed carryover, you would forfeit. So as not to penalize Officer Barrows for something that was out of his control, I recommend to the Personnel Committee that Officer Barrows be given an extension to use his vacation time.

I recommended the following extension to the Personnel Committee and they agreed that Officer Barrow's shou8ld get an extension as follows; the extension period would be equal to the amount of days since December 16th, 2015 until his return to work date.

Action:

For the City Council to review and consider making this extension for Officer Barrows to use his accrued vacation time based on the above criteria.

Thank you for your time and consideration.

Respectfully,

Chief Gene C. Hill

Barrows, Rodrick L.*

As previously communicated, on your anniversary date, you may carry over accrued vacation leave up to a maximum of your allotted accrual rate plus 48 hours. Accrued vacation hours in excess of the allowed amount shall be forfeited by the employee..."

According to the calculation **162.2** hours to use **prior to July 1, 2016** below you have approximately

(If hired prior to March 1, 2007 your anniversary date will be July 1st)

Annual Accrual	=	216
Plus 48 Hours	=	48
Allowed Annual Carryover	=	264
Vacation Balance @ 3/24	=	376.36
Accurals to Anniv Date	=	49.86
Est. Balance @ Anniv Date	=	426.22
Allow Annual Carryover - Approx Vacaction Balance	=	**162.22**

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING AN EXTENSION TO OFFICER RODRICK BARROWS TO USE HIS ACCRUED VACATION TIME

WHEREAS, the City has a policy that each employee can carry so much vacation time based on their years of service and that by their anniversary date of hire they need to be down to their minimums or forfeit their remaining time; and

WHEREAS, the City has placed Officer Barrows on administrative leave as of December 16, 2015, thus Officer Barrows has not had the ability to use his accrued vacation time; and

WHEREAS, the Personnel Committee has reviewed and recommended that and extension should be considered; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the extension of Officer Barrows in that his extension period would equal the amount of days from December 16, 2015 until his return to the work schedule.

This resolution was duly adopted by the Isanti City Council this 19h day of April, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

RESOLUTION NO. 2016-

RESOLUTION OFFERING THE POSITION OF HUMAN RESOURCES/ CITY CLERK TO LINDSEY MCINNIS

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

WHEREAS, the City advertised and accepted applications for the Human Resources/ City Clerk position; and

WHEREAS, the Personnel Committee has selected Ms. Lindsey McInnis as the most qualified candidate for the position; and

WHEREAS, the hiring will be contingent upon a successful background check, reference checks, and any other new hire testing/exams necessary or applicable to the positon, and final approval by the Personnel Committee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That the City Administrator is hereby directed to offer the Human Resources/ City Clerk position to Ms. Lindsey McInnis for the City of Isanti with a start date of May 9, 2016 with conditions as provided in a contract that is to be created between the City of Isanti and Ms. McInnis.
2. Ms. McInnis will start at Step 4 of the City's pay scale for the Human Resources/ City Clerk position at $62,124.70 annually.
3. That the Mayor and City Administrator are authorized to sign said contract upon approval of the Personnel Committee.
4. That the City Administrator is directed to complete all required documentation for the completion of the employment offer upon approval of the Personnel Committee.
5. That the City Administrator is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.
6. That the hiring will be contingent upon a successful background check, reference checks, and any other new hire testing/exams necessary or applicable to the positon, and final approval by the Personnel Committee.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

Attest:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Assistant City Admin/Public Services Director

Date: April 19, 2016

Subject: Consider Resolutions Authorizing an Additional Signatory for the Purpose of Accessing and Maintaining City Funds and Investments

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Background

The addition of another authorized signatory would ensure that business continues without delay for the purpose of maintaining the City's finances for investments, transfer of funds and signing of checks.

The addition of Lindsey McInnis as signatory as Human Resources/ City Clerk is included in the Resolution contingent she is approved by Council as the authorized hire of the position.

Request

Staff is requesting action on this item.

Attachments

- 2016-XXX - A Resolution Authorizing Signatures and Identifying Official Signatures on Documents Pertaining to City Matter
- 2016-XXX – A Resolution Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING SIGNATURES AND IDENTIFYING OFFICIAL SIGNATURES ON DOCUMENTS PERTAINING TO CITY MATTERS

WHEREAS, the City of Isanti must apply official signatures to documents on a daily basis; and,

WHEREAS, the Finance Director is required by statute to sign certain documents on behalf of the city; and,

WHEREAS, the City Administrator is authorized to sign certain documents on behalf of the city; and,

WHEREAS, the Human Resources / City Clerk is authorized to sign certain documents on behalf of the city; and,

WHEREAS, the Assistant City Administrator is authorized to sign certain documents on behalf of the city; and,

WHEREAS, on occasion it is necessary for the above individuals to be absent from City Hall;

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

1. The City of Isanti recognizes the need for an efficient city government and also recognizes the complexity of the daily schedules the above appointed city officials.

2. The City Administrator is authorized to sign official documents on behalf of the Finance Director, and act as their deputy in their absence. In situations where two signatures are required, the Human Resources / City Clerk or Assistant City Administrator shall sign documents as the second signatory on behalf of the City Administrator.

3. The City Administrator is authorized to sign official documents on behalf of the Human Resources/ City Clerk and act as their deputy in their absence. In situations where two signatures are required, the Finance Director or Assistant City Administrator shall sign documents as the second signatory on behalf of the City Administrator.

4. This resolution is effective April 20, 2016 and its adoption repeals Resolution No. 2015-310 in its entirety.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

ATTEST: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

RESOLUTION NO. 2016-

L.16.

A RESOLUTION AUTHORIZING SIGNATURES FOR THE PURPOSE OF ACCESSING AND MAINTAINING CITY FUNDS AND INVESTMENTS

WHEREAS, the City of Isanti must account for receipts and payables as a part of maintaining accurate accounting procedures; and

WHEREAS, City funds are maintained in financial institutions as designated by resolution and authorized by Council; and

WHEREAS, it has been identified that these investments and funds must be accessed and maintained by authorized personnel; and

WHEREAS, due to change in staff and/or City Council, the City Council finds it is in the best interest of the City to redefine authorized personnel to place their signatures on investment and financial documents.

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

1. The following are hereby authorized to place their signatures on such documents that are required to provide for investments, transferring of funds and signing of checks for the purpose of maintaining city finances

Mayor	George Wimmer
Mayor Pro-Tem	Dan Collison
Finance Director	
City Administrator	Donald Lorsung
Human Resources/ City Clerk	Lindsey McInnis
Assistant City Administrator	Josi Wood

2. Mayor Pro-Tem signature is only required in the absence of the Mayor.

2. City Administrator's signature is only required in the absence of the Human Resources/ City Clerk or Finance Director.

3. Assistant City Administrator's signature is only required in the absence of the City Administrator or Finance Director.

4. That this resolution shall supersede any past resolutions.

This resolution was duly adopted by the Isanti City Council this 19th day of April, 2016.

ATTEST:

Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: April 15, 2016

Subject: Ordinance Combining the Offices of City Clerk and City Treasurer

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With the resignations of the HR/City Clerk and Finance Director, the Offices need to be re-combined with the City Administrator's office. The attached draft ordinance combines the offices, with an un-combining of the City Clerk office upon the filling of that position; and eventual designation of a new Finance Director as City Treasurer upon future City Council action.

City Attorney Joslin has reviewed and approved the draft ordinance.

ORDINANCE NO. ____

AN ORDINANCE COMBINING THE OFFICES OF CITY CLERK AND CITY TREASURER

WHEREAS, the City of Isanti is a statutory Plan A city; and

WHEREAS, the Finance Director gave a notice of resignation as an employee of the City of Isanti effective at the end of the day, April 22, 2016; and

WHEREAS, in the past the City Administrator was appointed as interim City Treasurer until such time as a new employee was appointed Finance Director; and

WHEREAS, Minnesota State Statute 412.591, Subd. 2, requires Statutory Plan A Cities to adopt, as applicable, an ordinance to combine the City Clerk and City Treasurer positions. In absence of the City Clerk, the City Administrator, pursuant to past practice serves as City Clerk for the City; and

WHEREAS, the City Council finds it most efficient to combine the City Clerk and City Treasurer positions on a temporary basis until appointment of a new City Clerk.

NOW, THEREFORE, the City Council of the City of Isanti, Isanti County, State of Minnesota hereby ordains as follows:

Section 1. The offices of City Clerk and City Treasurer are combined to a new office known as City Clerk-Treasurer. This combination is temporary due to a vacancy in the City Clerk's office, and upon the first day of employment of a new City Clerk, the offices are un-combined.

Section 2. The City Administrator shall serve as City Treasurer until a new Finance Director is hired and takes office. The City Council shall than consider a resolution to appoint the Finance Director as City Treasurer.

Section 3. Effective Date. This Ordinance shall become effective on April 23, 2016.

Adopted and passed by the Isanti City Council on this 19th day of April, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

Adopted Date: 04-19-2016
Publication Date: 04-27-2016

(SEAL)

RESOLUTION NO. 2016- **L.18.**

RESOLUTION APPROVING A CONTRACT FOR BUILDING OFFICIAL CONSULTING SERVICES

WHEREAS, Building Official Rick Sames gave notice of resignation as an employee of the City of Isanti, with his last work day January 8, 2016; and

WHEREAS, the Personnel Committee recognizes that Building Official Nick Henly may desire to consult with former Building Official Rick Sames on certain tasks and plan reviews during his first few months due to several large scale projects underway; and

WHEREAS, the Personnel Committee finds it would be a smoother transition to have Sames provide consultation services and recommends contracting with Sames for building official consultation services.

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

1. Hereby enters into the attached contract between the City of Isanti and Rick Sames for building official consolation services, with Sames' hourly rate being as follows:
   - Phone consultation rate: $50.00 per hour, with a minimum of $25.00 billed out.
   - In-house consultation rate: $68.00 per hour, with a minimum of one (1) hour billed out.
   - Travel rate: $34.00 per hour in addition to the federal mileage rate for vehicle miles traveled.
2. Approves and authorizes staff to sign the contract between the City of Isanti and Sames.

This Resolution hereby approved by the Isanti City Council this 19th day of April 2016.

Attest: Mayor George A. Wimmer

Donald C. Lorsung
City Administrator

(SEAL)

CONTRACT FOR BUILDING OFFICIAL CONSULTING SERVICES

This agreement is hereby entered into between the City of Isanti (hereinafter "City") and Rick Sames (hereinafter "Consultant") for provision of building official consulting services related to City Building Department matters.

It is understood that Consultant is acting as an independent contractor and the relationship between the parties is merely contractual. Consultant will not be deemed an employee of the City of Isanti.

Consultant hereby agrees to provide the services as Building Official Consultant to the City of Isanti as set forth in Exhibit 'A' attached hereto and made a part hereof.

City agrees to compensate Consultant at a rate of $50.00 per hour for services provided by Consultant via phone call, with a minimum of $25.00 per call. In-house consulting shall be provided by Consultant at a rate of $68.00 per hour, to be billed at a rate of no less than one (1) hour. Travel time shall be compensated at $34.00 per hour in addition to the federal mileage rate for vehicle miles traveled. Services provided to City are pursuant to the provisions of this contract.

Consultant shall submit work logs indicating the tasks performed and hours worked setting forth the billable hours for which payment is requested. City shall have thirty (30) days upon receipt of statements to send out payment to Consultant.

Either party shall have the right to terminate this contract, with or without cause upon not less than thirty (30) days written notice specifying the effective date of termination. The term of this contract shall commence as of March 1, 2016 and shall terminate as of 11:59 p.m. June 30, 2016, unless extended in writing signed by the parties hereto prior to said termination date, and unless sooner terminated as provided above.

This contract for building official consulting services is hereby entered into on the ____ day of April, 2016, between Rick Sames and the City of Isanti for the period from March 1, 2016 through June 30, 2016.

_____	_____
Consultant	Donald C. Lorsung City Administrator
_____	_____
Date	Date

'Exhibit A'

SERVICES TO BE PROVIDED BY BUILDING OFFICIAL CONSULTANT TO CITY OF ISANTI PURSUANT TO CONTRACT DATED APRIL____, 2016

Services

- Will provide services as needed through phone and email
- Will have 24 hour response time
- Will come in to City Hall if needed to address or assist in the review of construction plans that cannot be completed remotely
- Will submit work logs indicating the tasks performed and hours worked

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
April 5, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:40 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and George Wimmer, Tara Hallberg

Commissioners Absent: Adam Johnson

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented.

2. Approval of Agenda

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

3. Approve Minutes of March 2, 2016 Regular Economic Development Meeting

Motion by Collison second by Bergley to approve the minutes for March 2, 2016. Motion carried unanimously.

4. Consider Updating Verbiage on Historic Main Street Sign

Economic Development Director Sullivan presented the staff memo highlighting the history of the sign and the contributions of Ken Drilling and Jill Reller. He indicated that the Chamber had moved to another location in Isanti and that the "Chamber of Commerce" needed to be removed from the sign and that adding the Farmers Market was a good idea. He reviewed three sign options and recommended selecting version 3 which simply had Isanti Farmer's Market without and dates or times. He felt that more information would be too small to read.

Commissioner Dragisich stated that it is hard to read and suggested if the lettering could be made bigger and to remove the train.

Commissioner Collison noted that there was no reference to car show.

Commissioner Lundeen suggested that the City Logo, (tree) be incorporated into sign.

President Wimmer notified the EDA that Ken Drilling passed away on Monday

President Wimmer asked if dates and times were important. Discussion ensued.

Commissioner Bergley thought time was a good idea.

Commissioner Hallberg suggested using "seasonal"

Commissioner Dragisich asked about the condition and effectiveness of the sign.

Economic Development Director Sullivan suggested adding an Isanti Blue logo to sign to complement the existing City Community Bulletin board. He also suggested pulling the second arrow off and reference to 1st Avenue.

Commissioner Collison indicated he liked the idea of a two sided sign.

Motion by Lundeen, second by Hallberg to recommend the following for acceptance by the City Council:

1) Remove the Train logo and lower 1st Avenue and arrow.
2) Rework verbiage on sign to make it larger (more readable) with additional space created by removal of train and 1st Avenue information.
3) Redo Farmer's Market with seasonal verbiage.
4) Incorporate the City logo and potentially the blue city logo into sign to blend with the existing community billboard.
5) Send revised options reviewed by Staff and President Wimmer and cost directly to the City Council for approval to get sign done before farmers market season begins.

Motion passed unanimously.

4. Other Business / Updates / Communications

Economic Development Director Sullivan asked if there were any questions in regards to the staff memo and offered a more detail on each item if requested.

President Wimmer updated the EDA about the status and preliminary finding of the utility rate study. The information has seen is positive and it looks like some reductions could be made to rates. City Staff, Northland Securities and himself are still working with the numbers to make sure that projections and estimated usage are realistic so that projected rates can be sustainable and utility funds maintaining responsible cash balances.

a. Business Prospects
b. GPS 45:93
c. EDAM
d. Mayor's Employer Celebration

e. ISD 911 Business Advisory Committee
f. NLX Steering Committee Update
g. Business Meetings
h. 100- 102 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

5. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:56 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 5nd day of April, 2016.

Respectively Submitted,

_____

Sean M. Sullivan, Economic Development Director

M.2.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
APRIL 12, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice)
Achman informed the Planning Commission that Cindy Lind-Livingston had resigned from the Planning Commission effective April12, 2016.

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from March 8, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Kennedy to approve the March 8th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Bergley asked where the new building is in relation to the existing building.

Dustin Lee, Chief Operating Officer, Prairie Senior Cottages, approached the podium to explain that the new building will be just to the west of the existing building.

Bergley asked for clarification on the variance.

Achman explained that the building could not be shifted to the south or west due to the wetland.

Lundeen asked when they planned to start construction.

Mr. Lee stated they hoped to start within 90 days. They plan to start this summer.

Traver and Lee discussed the orientation of the building in regards to the highway. It was stated that the secure area would be south of the building and not necessarily facing the highway.

Cesafsky closed the public hearing.

Lundeen asked that staff look into setbacks in cul-de-sacs.

Motion by Kennedy second by Bergley to recommend approval of request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

B. Request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing

Bergley asked if there was netting that goes around the range.

Josh Johnson, BowDaddy Archery, stated that based on the NRA guidelines, a backstop is the only thing that is needed behind the target face. The target is roughly 18 inches thick and four foot by four foot dense foam.

Achman stated that there is not a required fencing or backstop that is needed. The targets are quite large and thick.

Bergley stated he just wanted to make sure there were no issues with the stray arrows.

Lundeen stated that anybody shooting where they shouldn't be will be asked to leave.

Mr. Johnson described the location of the range, stating that the area is roughly ten feet lower than the building level. To the south there are thick trees, to the east are trees and the building

and to the west are hundreds of yards of wetland. Nobody should be shooting north. There will be staff on site and signage with the range regulations.

Cesafsky asked if there would be 3-D targets. Johnson stated that was not the plan, but possibly in the future.

Cesafsky closed the public hearing.

Motion by Lundeen second by Bergley to recommend approval of request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 based on the Findings of Fact and Conclusion and with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Motion carried unanimously.

C. Request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one in the audience to speak on the matter. The public hearing was closed.

Motion by Lundeen second by Kennedy to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

D. Request from the City of Isanti to Amend Zoning Ordinance 445, Section 14: Performance Standards to include fencing/barricade requirements for swimming pools.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing

Traver asked if the fencing is required even if the pool is put up and taken down every year.

Achman stated that it depended on whether the pool was 24 inches deep and held 5,000 gallons of water or not.

Cesafsky asked if there was height requirement for the fencing. Achman stated the required fence height was 48 inches. Cesafsky stated that the side of his pool is four feet and questioned what good a four foot fence is on a pool that has four foot sides.

Lundeen stated that anyone with a pool should have a fenced in yard for liability reasons.

Achman stated she will need to get more clarification from the Building Official on specifically how the fencing requirements are interpreted.

Cesafsky has asked if the ordinance could require a six foot fence rather than a four foot fence, or it could state that the fence needs to be 24 inches higher than the pool.

The Planning Commissioners discussed and agreed that more information was needed prior to adopting an amendment to the zoning code.

Cesafsky opened the public hearing. There was no one in the audience to speak on the matter. The public hearing was closed.

Motion by Bergley second by Lundeen to table the request from the City of Isanti to Amend Zoning Ordinance 445, Section 14 Performance Standards to include fencing/barricade requirements for swimming pools until the next meeting and to bring back additional information. Motion carried unanimously.

4. Other Business.

A. None

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the April 12th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:33 p.m.

Dated at Isanti, Minnesota this 12th day of April 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

A Community For Generations.
Isanti

Isanti Police Department Monthly Report

March 2016

Reported Crime	Month to Date	Year to Date
Theft	20	38
Assault	3	8
Vandalism/Damage to Property	8	17
Narcotics	3	8
Burglary	2	7
Domestics	7	19
Crim Sex	0	0
Robbery	0	0
Loud Party/Disturbance	12	19
Medical	22	68
Permit to Purchase (Eff 3/1/2016)	9	9

Traffic Offenses	Month to Date	Year to Date
No Insurance	4	10
DUI	2	2
Accidents	4	14
Hit & Run	0	1
Warrant P/U	5	13
Speed	14	26
DAR/DAS	4	5
Administrative Citations (Including Speed)	6	14

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	24,584	1,612	3,312
Dodge 222	98,554	3,321	6,276
Dodge 225	150,682	1,944	6,274
Chevy Silverado 224	112,400	230	537
Chevy Silverado 220	98,216	133	742
Chevy Impala 223	76,760	560	1,127

CEZT SCORE CARD

MAR 2016

CEZT SCORECARD				<<<2016	2015>>>			
CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*	
TOTAL CASES YTD		**103**	***70***	**20**	**415**	***398***	***382***	***349***
TOTAL OPEN CASES		**37**	**42**	**9**	**15**	**3**	**59**	**59**
VIOLATIONS CLOSED THIS PERIOD		**25**	**12**	**11**	**3**	**61**	**48**	**24**
NEW ISSUES THIS PERIOD		**33**	50	**20**	**13**	16	38	33
CAN-Proh Animals					0			
CCV-Comm Vehicle Storage				1	0			
CDO--Dogs					0			
CPA-Park & Store		26	47	18	398	8	28	12
CSN-Snow Removal					3			
CSP-Solicitors/Peddlers					61			
CST--Fish Houses, PODS, Rolloffs					16			
NEX-Exterior Structure, Paint/Repair			1	1		1	1	1
NGA-Garbage Service & Storage								1
NGR--Grass Length								15
NJU--Junk/Brush		7	2		8	6	6	5
NUV-Unlicensed vehicle or missing plates							2	2
ZAC-Accessory Building								
ZFE-Fence							1	
ZTD--Temporary Dwelling					1			1
ACTIONS TAKEN								
New Resident Letters Mailed								
Compliance Letters Mailed this period			54	20	6		0	0
Administrative Citations Issues/period			3	1		15	44	44
Criminal Citations Issued/period						5	0	2
Abated Properties/Period							0	0
Admin Hearings Requested							0	0
Admin Hearings Held w positive judgement							0	0
Criminal trials w positive judgement							0	0
							0	0
AVERAGE TIME TO COMPLIANCE	**12**		11	18	28	28	67	94

M.4.

CITY OF ISANTI MONTHLY REPORT

March 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	3	5	$0.00	$0.00	$3.00	$5.00	$240.00	$400.00		
Decks	4	4	$14,188.00	$14,188.00	$8.09	$8.09	$688.82	$688.82		
Basement Finish	1	6	$9,546.00	$45,910.00	$4.77	$20.70	$132.00	$1,463.52		
Addtns. Remodel	1	2	$27,000.00	$33,776.86	$13.50	$16.88	$716.92	$864.42		
Garages	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Miscellaneous	11	30	$4,000.00	$26,639.00	$11.00	$30.00	$1,160.00	$2,950.00		
Single dwellings	11	18	$1,859,788.04	$2,939,103.28	$930.04	$1,469.68	$24,735.48	$39,534.43		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	5	21			$5.00	$21.00	$375.00	$1,580.00		
Plumbing	3	14			$3.00	$14.00	$355.00	$1,775.00		
									$55,881.00	
Resid. Totals	**39**	**100**	**$1,914,522.04**	**$3,059,617.14**	**$978.40**	**$1,585.35**	**$28,403.22**	**$49,256.19**	**$55,881.00**	
Commercial										
New Buildings	0	1	$0.00	$2,500,000.00	$0.00	$1,250.00	$0.00	$19,728.64		
Addtns./Remodel	1	2	$0.00	$38,000.00	$1.00	$20.00	$132.00	$1,044.03		
Plumbing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	1	1	$0.00	$0.00	$1.00	$1.00	$75.00	$75.00		
Roofing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Tenant Change/Fill	0	4	$0.00	$0.00	$0.00	$4.00	$0.00	$507.00		
Comm. Totals	**2**	**8**	**$0.00**	**$2,538,000.00**	**$2.00**	**$1,275.00**	**$207.00**	**$21,354.67**	**$0.00**	
Resid. Plus Comm. Totals	**41**	**108**	**$1,914,522.04**	**$5,597,617.14**	**$980.40**	**$2,860.35**	**$28,610.22**	**$70,610.86**	**$55,881.00**	**$111,762.00**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD March 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	33	0	0	0	$64,797.00	$3,454.56	$0.00
2013	21	0	0	0	$40,388.00	$2,270.47	$0.00
2014	70	7	0	0	$1,161,879.00	$22,997.36	$54,257.00
2015	55	9	0	0	$1,678,096.19	$28,504.71	$63,864.00
2016	107	17	0	1	$5,597,967.14	$70,610.86	$111,762.00

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,610.48
February	43	$3,603,092.10	$38,390.16
March	40	$1,914,872.04	$28,610.22
April	0	$0.00	$0.00
May	0	$0.00	$0.00
June	0	$0.00	$0.00
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	107	$5,597,967.14	$70,610.86

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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www.bolton-menk.com

MEMORANDUM

Date: April 13, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) **City Hall Parking Lot Expansion**

The Contractor will move forward on the alley work within the railroad easement this spring.

2) **Community Garden Park Improvements**

Construction is anticipated to begin this month. We will perform survey staking and inspection as requested.

3) **Railroad Avenue Pond Improvements**

The contractor will complete the remaining storm sewer work and street patch this spring.

4) **Watermain Loop Improvements**

We have obtained the easement from the school and have obtained the required utility permit from Isanti County. The bid opening is scheduled for May 3, 2016 at 2:00 pm.

5) **Wastewater System Improvements**

We will move forward with obtaining required permits and putting together the bid package. A pre-bid conference is scheduled for Tuesday April 19, 2016 at 10:00 am at the Wastewater Treatment Plant. The bid opening is scheduled for May 3, 2016 at 2:00 pm.

6) **Whiskey Road Walk Infill Study**

We have surveyed the project area and are designing the proposed alignment of the walk.

7) **Coborn's Grocery Store**

The Contractor has installed the sanitary sewer and watermain on the site. They plan to complete the storm sewer this month.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, MAY 3, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. April 19, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Tuesday, May 10, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, May 17, 2016 at 7:00 p.m.
3. Parks, Recreation, and Culture Board Meeting	Tuesday, May 24, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

1. Resolution to Authorize Nuisance Abatement on the Property Located at 408 Cardinal Court NW

K. Business Items

1. Continued Use of Sportsman Field – Isanti Redbirds (*Mayor Wimmer*)

<u>City Administrator Don Lorsung</u>

2. Consider Fees for Water Meters for New Construction
   a. Ordinance Amending the Code for the City of Isanti, Chapter 160 Fees
   b. Ordinance Amending the Code for the City of Isanti, Chapter 325-6 Meters
   c. Resolution to Amend the Fee Schedule
3. Resolution to Approve Proposal from Bolton and Menk, Inc. for Engineering Services for Proposed Replacement of 1st Avenue NW and City Hall Sidewalks
4. Resolution to Accept Planning Commission Member Cindy Lind-Livingston's Resignation

<u>Economic Development Director Sean Sullivan</u>

5. Resolution Authorizing Update of Historic Downtown Sign Update by Signs by Jill
6. Resolution Regarding Acceptance of Donation of Parcel in Redevelopment TIF District No. 9
7. Resolution to Enter into Contract with Journal Communications to Advertise in Business Climate and MN Deed Publication
8. Resolution Authorizing the Sale of Fill for Economic Development Activities in Corporate City Limits

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $186,510.90 and Payroll in the amount of $97,770.78
2. Final Meeting Minutes for the February 23, 2016 Parks, Recreation and Culture Board Meeting
3. Consider Resolutions for the Forfeiture of 1987 Honda 250X ATV to Public Auction and Declare Public Works Items as Surplus to be Sold at Public Auction
   a. Resolution Authorizing To Auction A Forfeited ATV that the Police Department Lawfully Seized and Allowed Isanti Public Works Use
   b. Resolution to Declare Certain Property as Surplus and Authorize it's Sale at Public Auction
4. Resolution Approving Application for an Exempt Gambling Permit for Isanti Firefighters Rodeo Association
5. Resolution Acknowledging Permanent Employee Status for Part Time Liquor Clerk Becky Whitman
6. Resolution to Declare Hockey Rink Boards as Surplus to be Sold
7. Training Request – 2016 LMC Annual Conference, Mayor Wimmer

M. Other Communications

1. Draft Meeting Minutes for the April 26, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, APRIL 19, 2016
CITY HALL

F.1.

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Adam Johnson

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Community Development Director Roxanne Achman, Lieutenant Travis Muyres, and City Engineer Brad DeWolf

D. Adopt Agenda
Motion by Lundeen, second by Collison to approve the agenda as presented. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. April 5, 2016 – Regular Meeting of the City Council

Motion by Lundeen second by Bergley to approve the regular City Council Meeting Minutes of April 5, 2016 as presented

G. Citizens Input
Jim Peterson, 29468 Roanoke St NW, approached the City Council to ask about expediting a gambling permit for the Isanti Fire District. Mayor Wimmer informed Mr. Peterson that such a request must be placed on the City Council's agenda as an agenda item and that he was unaware of any such request being submitted. Mr. Peterson stated that he submitted the request last Wednesday. City Administrator Don Lorsung stated that he has not seen the request and that the request would have needed to be submitted prior to last Wednesday at noon in order to be on this agenda. Lorsung indicated that he would look for the permit request in the City Clerk's office as it may have been missed with her being out as of last Friday. Mayor Wimmer asked that staff be contacted prior to requests at City Council.

Jim Harris, 459 3rd Ave NW, approached the podium to inform the City Council he had a number of questions he would like answered but would likely only receive answers to a few since he is limited to the amount of time that can be spent at the podium. Harris asked why the City Attorney advised the City Council not to fill out his questionnaire about Officer Barrows. Harris further stated that no other towns or counties require water testing yearly. Harris stated that the water fee is excessive. He contacted Princeton who stated they charge $1.89 per month for their storm water fee compared to the $643. Harris stated that cities like Elk River try to prevent noise pollution from trains. They are going to put in a gate system because people are

tired of hearing the horn. Harris said he's happy to see the community garden going in because the way people are taxed and the cost of living are going to make people need a garden so they can eat.

Mayor Wimmer stated he's not sure what the $643 represents, but the City's storm water fee is $6-$7 per month. Quiet Zones for trains, this discussion has been had many times. Cities are able to do that if they meet certain requirements. There have been a number of serious accidents in or near Isanti and it's not a good idea to quiet an area that has accidents. The other thing with Quiet Zones is the cost. Mayor Wimmer stated he's not sure what the exact cost is, but it's hundreds of thousands of dollars. The City was told that with the accidents, and from a budget stand point, it would be difficult to implement.

Harris attempted to continue to question about police brutality. Mayor Wimmer informed Harris that his time was up and asked that he leave the podium. Harris did not leave. Mayor Wimmer asked Lieutenant Muyres to escort Harris out of the Council Chambers.

H. Announcements

Announcements were read

I. Council Committee Reports

Mayor Wimmer commented that the community garden is a little over one third full. The City originally anticipated it to take three years to fill up. It's going well at this point.

Mayor Wimmer stated that staff had met with Al Jankovich from the Fire District to discuss notifications of big fires or incidents within the City. They did, to their credit, notify the City of a recent incident. The Fire District needs to be aware that the City needs to be notified of such incidents.

Mayor Wimmer indicated that park enforcement with the Isanti Police Department has been going very well. Staff is going to be looking into access at Legacy Park. Right now people are able to drive their cars to the City owned lot at the trailhead. Staff is going to be discussing with the bank who owns the surrounding lot to have cars park where the pavement ends, rather than parking at the trailhead, and then having a path to walk into the park. This will hopefully limit the number of individual who drive back to the park and are up to some nonsense.

Lundeen stated that he heard numerous reports from individuals on the community garden. People are ecstatic about it. Lundeen further stated that he had a conversation with Chief Hill about kids in his neighborhood walking through people's yards and messing with people's stuff. It came to his attention when he noticed his gate open and footprints through his yard. Lundeen stated that he was also aware of some vehicle break-in's that were not reported to the Police. He ended up informing the individuals they need to report the incidents to the police so the City can track where the incidents are occurring.

Mayor Wimmer stated that the majority of incidents seem to be ones where the vehicles were left unlocked. There doesn't appear to be any incidents of actual break-in's. The City's had some success in catching some of these individuals.

Lundeen mentioned that he was aware of someone burning leaves in their fire pit within the city and couldn't contact the police department because it was after hours. Lundeen stated he had contacted Fire Chief Al Jankovich who said there wasn't much that could be done about it because it was a recreational fire. Mayor Wimmer stated the individual knew what they could and couldn't do since they kept the fire small.

Mayor Wimmer stated that in the Isantian each department will be providing a couple extra pages, the first article will be Economic Development, the second article will be from the Police Department. In the

Police's article it will be important to inform the citizens that they can contact the non-emergency county number after hours which will dispatch Isanti officers.

J. Public Hearings - None

K. Business Items

1. Resolution 2016-131 Approving the 2015 Annual Financial Report and Management Letter

Matt Vos, from Abdo, Eick and Meyers was present and summarized the City of Isanti's 2015 audit and financial report.

Matt touched on the preparation of the financial statements. He stated that as the audit firm, they help to put the booklets together. There wasn't someone with the knowledge and experience to take the information and put it together on their own. This is a very common finding for cities with a population of 5,000 to 10,000 people. Mayor Wimmer stated that has not been an issue in the past, but the City is in transition with its Finance Department and is looking for a Finance Director. The positive news is that Matt and AEM have been very good to work with and helpful in assisting the city at this time. Mayor Wimmer further stated the City needs to have a Finance Director that is able to do this for the City. The City hopes not to have that finding again.

Vos stated that the next item stems from the first in that, due to the turnover, some adjustments needed to be made in getting numbers prepared for the audit. With the number of projects that are going on, it's not that uncommon to have adjustments, however, it's also not a finding that the city has had in the past.

Below are the highlights:

- There are no instances of non-compliance in 2015.
- Gatsby 68 and 71 were implemented this year. This shows a large dollar amount, but is for reporting purposes only. What the city is required to participate in the state pension plans, the total liability that gets allocated to the city, is over $1.8 million. This isn't like issuing debt, it's not something you can pay off. It's just for reporting. Even though it shows up as a liability, it still shows that as a whole in the state, we're in a good position. It won't impact budgets, but it will be something that has to be looked at each year.

Financial Highlights

- Fund balances – internal fund balance target of 50%. 2014 and 2015 show roughly 40%. This is partly due to a decrease in funds for projects as well and an increase in budget.
- Expected decrease was roughly one million dollars, the actual decrease was about $365,000.

Mayor Wimmer noted that the City's LGA is a little bit different in that what is brought in in 2016 will be used in 2017.

- Licensing and permits came in about $90,000 over what was budgeted.
- The City received about $59,000 from a TIF district that was decertified.
- There was an additional $257,000 transferred out for future and current capital projects.
- Taxes make up 47% of the revenue for the year. There was a budgeted decrease in the amount levied for 2015, but there isn't a visible spike due to the decertified TIF district.
- There was an increase for transfers in due to the increase from the liquor store from $200,000 in 2014 to $300,000 in 2015. The increase is also due to a number of various budgeted projects (lease for the fire station, lease for the BMX) the only one not budgeted is the sale of property of which the general fund received $47,000.

- Expenses have been very consistent from $3 million in 2014 to $3.2 million in 2015, the biggest contributor is public safety which increased $115,000

Mayor Wimmer stated that was due to bringing in the Investigator position and an increase due to the Fire District. Mayor Wimmer presented information on comparisons from peer cities on the differing areas. Isanti is roughly 25% less in administration costs, general government costs and EDA is at about 50% of costs compared to other cities of a similar size. Isanti has been incredibly effective in economic development as a city. Public works is 36% less, Park, Rec and Culture is 17% less, Public safety is 19% more, which is an area that there shouldn't be heartburn over spending more on.

- Special revenue funds – there was a $385,000 increase in the revolving loan fund, which was the result of a MIF loan.
- TIF 10 is a $174,000 decrease - $160,000 paid to the county for partial decertification.
- Capital project funds – BMX, public works site improvements, parking lot improvements, are either complete or near completion for the majority of the activity in 2015. The big take away is that anything that has an overage has an identified source to cover it.
- Outstanding Debt – Total bonds outstanding is $5.7 million, but total assets are $2.9 million. There's a significant amount of special assessments identified, so it's not just on property taxes. A lot of the tax abatement bonds are related to the BMX building, and a long term lease receivable is not recorded because the city has the asset.

Mayor Wimmer noted that in two years another $850,000 of the debt will be retired as well.

- Five years after the $850,000 debt retirement there will be another scheduled drop-off in debt payments.
- Enterprise funds – Water, sewer, storm and liquor. The charts indicate that the cash flow is covering operations and debt.
- There's no debt in the liquor fund which had a cash balance of $651,000 in 2014 and $680,000 in 2015 even with a greater transfer of funds. There was an increase of transfer funds from the liquor fund from $200,000 in 2014 to $300,000 in 2015.

Mayor Wimmer indicated that during budgeting for 2017 they will be looking at increasing the transfer to $350,000 as long as operations continue to justify it. Mayor Wimmer further indicated that Isanti's liquor store is about 31% more profitable that others in the peer group of cities.

- Isanti is one percentage point higher that the state average in gross profit and nearly 50% higher income before transfers, which is significant for an outer metro area.
- Debt per capita is at $2,600 which is average for the peer group of cities.

Mayor Wimmer stated the City is at about 21% lower in taxes per capita and about 10% lower in spending per capita verses other peer cities. Isanti has consistently done well in these two categories.

Mayor Wimmer wanted to note that the City did spend $126,617 less than what was budgeted for 2015.

Motion by Lundeen second by Collison to approve Resolution 2016-131 as presented. Motion carried unanimously.

2. **<u>Resolution 2016-132</u> Approving the Water and Sanitary Sewer Rate Study**

Jessica Green, Northland Securities, was present and summarized Isanti's Water and Sanitary Sewer Rate Study. Below is a list of highlights from the presentation:

- A financial guide was created by compiling information on growth from the residential and commercial side, the timing of capital improvement that are coming up, future charges for fees and services, the City's spending and revenue over the past three years, and fund balance levels. This allowed Northland Securities to project forward.
- Assumptions – projections show growth in commercial, industrial and residential. Public buildings, city buildings, schools, and apartments remained flat - no anticipated growth. Staffing was adjusted by about 5% per year, which includes wages, insurance and other personnel costs. Supplies, utilities and support services, were increased by about 2% per year. Capital projects were looked at for 2016 and 2017, and limited investment income.
- Projections are assuming 35 new homes per year. The City has roughly 20 new home starts for 2016 so far. Projections show two new commercial connections in 2016 and one new industrial.
- Projections for 2017-2020 moving forward are conservative and project 25 new home starts per year, one commercial per year and one industrial per year.

Mayor Wimmer explained that it was set up this way due to the city seeing intense development in the early 2000's where they had set up the projections using incredibly high numbers for growth and hook-ups. There will be a dip in the economy in the next ten years and the City doesn't want to be overly optimistic. If the numbers work while being conservative, then it's a good place to be. The City has nearly 300 available lots for building that have utilities accessible. The City will review where the numbers are at the end of the year since the rates won't change until January 2017. Every three to four years the City will want to review the projections again. Mayor Wimmer further stated that the City is trying to keep the number conservative so that it hits the projections.

- Northland Securities is recommending that for 2016 the City maintain their base and consumption fees. They are recommending a consideration in the reduction of base fees for 2017; a 25% reduction on the water and a 50% reduction on sewer. The consumption fee would remain the same. For 2018 a consideration of a 3% increase of the base and consumption fees due to inflation.
- Northland Securities is recommending structuring the new debt from the wastewater treatment improvements around the existing debt service. In order to keep cash levels consistent, the new debt should be wrapped around the debt that will be dropping off.
- Northland Securities recommends looking at the behavior of the funds annually before setting a five-year rate schedule.

Mayor Wimmer stated that the base fees were increased to pay off the debt. There are a lot of residents that have low usage and they were having more base fee than usage. This will be addressed further in the presentation.

- Northland Securities advises setting a minimum cash balance policy, which Isanti has already done.
- The wastewater treatment plant is a project of about $3.3 million, which is part of the reason for the rate study, to see if there was cash available to put towards the project rather than issuing more debt.
- The City has roughly $850,000 cash to contribute towards the wastewater treatment plant. This results in a debt issuance of about $2.645 million. Without the cash contribution the debt issuance would have been closer to $3.6 million.
- The debt issuance will be GO sewer revenue bonds. They'll be supported by the revenue from the utility.
- Isanti's 2017 rates will be lower than all other peer group cities.

- A minimum cash target has been set for the fund balance, which is 50% of operating expenditures, 50% of the depreciation, plus the capital outlay and debt service for a year. This has been compared to the ending cash balance.
- Projections indicate that the City's cash balance will exceed the target fund balance.
- A higher cash balance in the water fund is shown in 2016 due to the watermain loop, which will be funded with cash. There's significant excess in 2017-2020, about $400,000 extra.
- A higher cash balance in the sewer fund is shown in 2016 due to the wastewater treatment project. This is a planned draw down on the fund balance. The ending cash is still very healthy at about $1.5 million. 2017 and 2018 balances are about even with the target; a couple of new houses could bump that up. 2017 also has the CSAH 5 project planned, which is anticipated to be funded by cash.

Motion by Lundeen second by Bergley to approve Resolution 2016-132 as presented. Motion carried unanimously.

3. Consider Utility Ordinance Updates
   a. **Ordinance No. 636 Amending the Code for the City of Isanti, Chapter 325, Water**
   b. **Ordinance No. 637 Amending the Code for the City of Isanti, Chapter 260, Sewer**
   c. **Ordinance No. 638 Ordinance Amending the Code for the City of Isanti, Chapter 260, Sewer, Sewer Availability and Usage Charges**

Mayor Wimmer clarified that the base sewer usage had always been set up to begin at 5,000 gallons, but the City's average is closer to 3,500 gallons. New users will now start out at 3,500 gallons. The new software allows the city to detect when there is an outlier during the months used for averaging and prevents the system from skewing the average based on one outlier. The sewer charge cannot be higher than the water usage charge. This will be a significant benefit to the residents.

Motion by Lundeen second by Bergley to approve Ordinances 636, 637 and 638 as presented. Motion carried unanimously.

4. **Resolution 2016-133 Approving a Site Plan, Conditional Use Permit and Variance for a Second Building at Prairie Senior Cottages Located on the Property at 705 6th Ave NE**

Motion by Lundeen second by Bergley to approve Resolutions 2016-133 as presented. Motion carried unanimously

5. **Resolution 2016-134 Approving a Conditional Use Permit for BowDaddy Archery to Operate an Outdoor Archery Range on the Property at 801 Highway 65 NE**

Bergley asked about the future extension of Enterprise Ave NE and how that might affect BowDaddy.

Mayor Wimmer indicated that the shooting will be facing a pond and trees.

Bergley had further clarified that he was curious if Enterprise Ave NE would ever extend through BowDaddy's property.

Mayor Wimmer stated that would not be an issue.

Motion by Lundeen second by Collison to approve Resolution 2016-134 as presented. Motion carried unanimously.

6. **Ordinance No. 639 Amending the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space**

Motion by Lundeen second by Bergley to approve Ordinance No. 639 as presented. Motion carried unanimously.

7. **Ordinance No. 640 Amending City Council Chapter 227 Parking and Storage**

Motion by Collison second by Bergley to approve Ordinance No. 640 as presented. Motion carried unanimously

8. **Resolution 2016-135 Accepting Interim Finance Director Services**

Motion by Lundeen second by Bergley to approve Resolution 2016-135 as presented. Motion carried unanimously.

9. **Resolution 2016-136 Authorizing Execution of a Contract with CGI for City Marketing Video**

Mayor Wimmer stated that CGI is looking for a him to sign a letter stating that they can contact area businesses. The City does not pay for any of it. They are already working with the County. This will allow the City to get some extra marketing video.

Motion by Lundeen second by Bergley to approve Resolution 2016-136 as presented. Motion carried unanimously.

10. **Resolution 2016-137 Authorizing Staff to Apply for the COPS Grant Funding Opportunity**

Motion by Lundeen second by Bergley to approve Resolution 2016-137 as presented. Motion carried unanimously.

11. **Resolution 2016-138 Authorizing Staff to Apply for the Bureau of Justice Assistance Grant**

Motion by Bergley second by Lundeen to approve Resolution 2016-138 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $238,220.28 and Payroll in the Amount of $89,870.77
2. Final Meeting Minutes for the March 1, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the March 8, 2016 Planning Commission Meeting
4. **Resolution 2016-139** Approving Community Garden Volunteer Policy
5. **Resolution 2016-140** Accepting Donation from Performance Dock and Lift to the City of Isanti
6. **Resolution 2016-141** Authorizing the Execution of Repayment Agreement with Progressive Homes, LLC for Lot 22, Block 1, Isanti Meadows
7. **Resolution 2016-142** Approving a Request from Rice Companies for an Exemption to the Parking Restrictions on Oakwood St NE from April 20th to June 1st, 2016
8. **Resolution 2016-143** Authorizing the Acquisition of a Utility Easement for Placement of a Watermain on Property Owned by the Cambridge-Isanti School District
9. **Resolution 2016-144** Awarding Quote for Outsourcing the Mowing Nuisance Week/Grass Abatement of Lots
10. **Resolution 2016-145** Awarding Quote and Authorize Entering Into a Two Year Contract for Refuse Services
11. **Resolution 2016-146** Authorizing the Purchase of Ten H&K MP5 Squad Rifles from the City of Blaine
12. **Resolution 2016-147** Declaring Certain Property as Surplus and Authorize its Sale by Public Auction
13. **Resolution 2016-148** Authorizing an Extension to Officer Barrows to Use his Accrued Vacation

14. **Resolution 2016-149** Offering the Position of Human Resources/ City Clerk to Lindsey McInnis
15. **Resolution 2016-150** Authorizing Signatures and Identifying Official Signatures on Documents Pertaining to City Matters
16. **Resolution 2016-151** Authorizing Signatures for the Purpose of Accessing and Maintaining City Funds and Investments
17. **Ordinance No. 641** Combining the Offices of City Clerk and Treasurer
18. **Resolution 2016-152** Approving a Contract for Building Official Consulting Services

Motion by Lundeen second by Bergley to approve the consent agenda. Motion carried unanimously.

Motion by Bergley second by Lundeen to adjourn. Motion carried unanimously. Meeting adjourned at 8:09 p.m.

Respectfully Submitted,

Roxanne Achman
Community Development Director

A Community For Generations.
Isanti

J.1.

Public Hearing

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: May 3, 2016

Subject: Public Hearing for Abatement of the property located at 408 Cardinal Ct NW due to outside storage of rubbish, salvage materials, junk, inoperable vehicles or other miscellaneous refuse and items in violation of City Code 216-2 affecting health and safety and Ordinance No. 445 Zoning, in addition to a failure to maintain basic safety requirements for exterior maintenance City Code Ch 256.

Background

On November 16, 2015 Nick Henly issued a notification letter citing "Failure to maintain basic safety requirements for exterior maintenance." The letter indicated that the missing siding needed to be replaced to maintain a weather tight envelope. Additionally, if the siding was removed to replace the lower level patio door, a building permit must be attained. At this time, the City requested that these issues be taken care of by November 30, 2015, if the residents were unable to make the corrections in the required time, they were invited to contact the City.

After a drive by inspection on January 21, 2016 a notice was sent by the CZ/ET, to the homeowner, Ashley Jones. The notice reminded Ms. Jones of the original letter sent on November 16, 2015, reciting the need to replace the siding. Additionally, the notice indicated that the property has further code violations, which included:

1. Outdoor storage refrigerator (without a door)/debris
2. Vehicle parked/stored on the grass
3. RV being used as a residence

The letter requested the residents to be in compliance with City Code by replacing the following:

1. Replace the siding to maintain a weather tight envelope at the property.
2. If siding was removed to replace the lower level patio door, a building permit must be attained.
3. Properly dispose of the refrigerator and debris
4. Remove the vehicle from the grass and park/store it on an impervious surface
5. Ensure that the RV is not being used as a residence (14+ days not permitted)

The City requested that Ms. Jones complete these by February 5, 2016. At this time, it was indicated that failure to comply by the due date or contact the City, by the deadline would result in an Administrative Citation of $200.

On February 8th, the CZ/ET conducted a site visit and observed that the camper and vehicle had been moved from property. However, a number of issues remained (missing siding, debris, and refrigerator). It should also be noted that the City received no correspondence or contact from the residents. An Administrative Citation of $200 was issued to Ashley Jones for failure to remedy the code compliance issues. The Administrative Citation had a due date of February 18th, 2016.

The Development Advisory Committee was consulted on April 21st regarding abatement. The committee recommended beginning the abatement process immediately.

A public hearing notice was posted and sent to the property owner on April 21st, with a public hearing date of May 3rd. Notice was also published in the Isanti County News on Wednesday, April 27th, 2016

On the day this memo was completed for the Council packet (April 28, 2016) the property remained in violation with no apparent progress being made. The property will be reinspected on May 3rd just prior to the City Council meeting and an update will be provided to the City Council.

Staff Request
City staff is requesting action on this item.

Attachments
- Resolution No. 2016-
- Photos of property
- Citation issued
- Copies of correspondence to date regarding the City Code Violations

RESOLUTION NO. 2016-

RESOLUTION TO AUTHORIZE NUISANCE ABATEMENT FOR PROPERTY LOCATED AT 408 CARDINAL CT NW

WHEREAS, the property owner of 408 Cardinal Ct NW is in violation of City Code 216-2 affecting health and safety and Ordinance No. 445 Zoning and City Code Chapter 256 Residential Property Maintenance Standards; and,

WHEREAS, the process was followed under City Code §216-6 (Abatement) whereas the City served notice to the property owners regarding the violation; and

WHEREAS, City Code §216-6 provides for calling a public hearing to hear on the matter and notice shall be provided to the property owner of the hearing date; and

WHEREAS, City Code §216-6 after subject hearing the Council may abate the property and direct the City provide the services to allow compliance of the Nuisance Code.

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

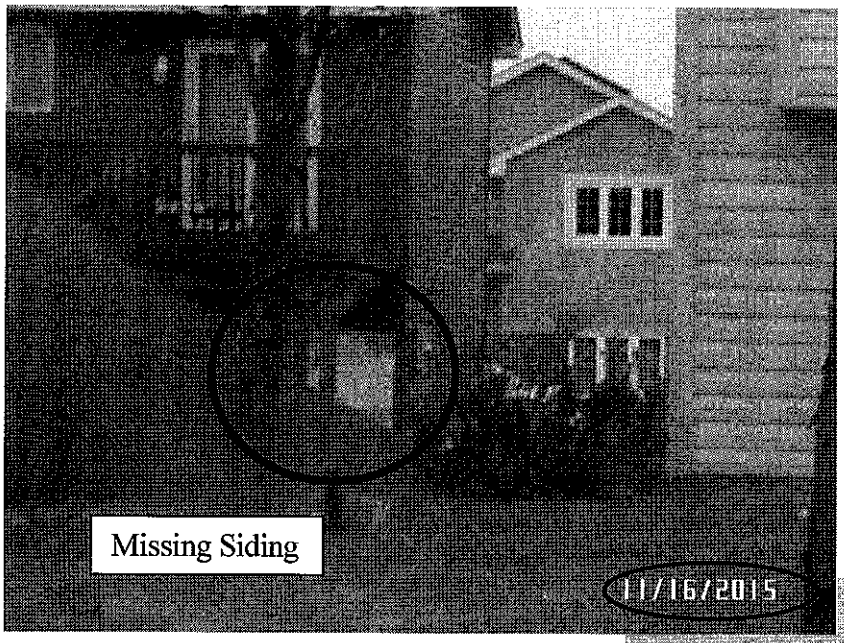
1. The property owner and/or occupant shall be given until Wednesday, May 11th, 2016 to come into compliance.
2. The Code Enforcement/Zoning Technician shall inspect the property on Wednesday, May 11th, 2016 and if the property is found not to be in compliance, the property located at 408 Cardinal Ct NW shall be hereby abated.
3. Upon provision of City Code §216-6. Staff is hereby directed to submit to Council a list of the total unpaid charges along with all other such charges as well as other charges for current services to be assessed under Minnesota Statutes, Section 429.101.

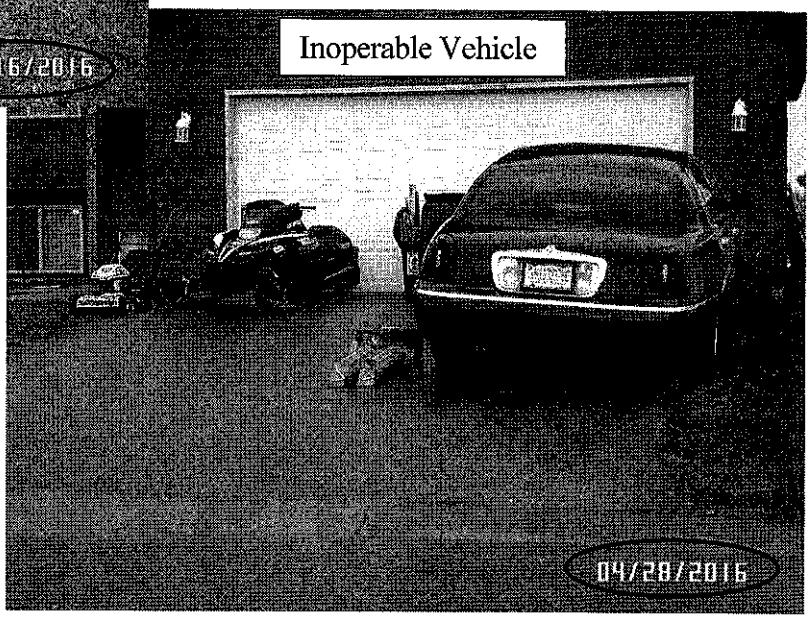
This resolution was duly adopted by the Isanti City Council this 3rd day of May, 2016.

ATTEST: Mayor George A. Wimmer

Donald C Lorsung
City Administrator

408 Cardinal Ct NW





NOTICE OF PUBLIC HEARING FOR PROPERTY ABATEMENT

The Isanti City Council will hold a public hearing at their regularly scheduled meeting on **Tuesday, May 3rd, 2016 at 7pm** to review the violations of City Code that have occurred on this property. Based upon the evidence that will be provided, the City Council will consider authorizing the nuisance abatement for the property at your expense. Your attendance is recommended.

Based upon that authorization, your property shall be re-inspected and if the property is found to be non-compliant, the property will be abated immediately. Items will be removed by the City at that time; and you will be liable for all costs incurred by the City for the abatement, including administrative costs. Upon the provision of City Code 216-7 (Recovery of Cost), Staff has been directed to submit to Council a list of the total unpaid charges along with all other charges as well as other charges for current services to be assessed under Minnesota Statutes, Section 429-101.

If you have any questions or concerns please contact me as soon as possible. I can be reached at (763) 444-5512 or via e-mail at codeandzoning@cityofisanti.us

Matt Lindholm
Code Enforcement & Zoning Department
By Order Of: the City of Isanti
408 Cardinal Ct NW

April 21, 2016

ASHLEY JONES
408 CARDINAL CT NW
ISANTI, MN 55040

RE: Notice of Property Abatement at 408 Cardinal Ct NW, Isanti, MN

Dear Ms. Jones,

The City Council will be holding a public hearing at their regularly scheduled meeting on Tuesday, May 3rd, 2016; to review the violations of City Zoning Ordinance 445:

Chapter 216 Nuisances, Sub 2L Public nuisances affecting health.

> "Any outside storage of rubbish, salvage materials, junk, vehicles without current license plates, not in street operable condition, or not currently insured; or miscellaneous refuse when the same is construed by the City Council to be a menace or a nuisance to the public health, safety, or general welfare and to have a depressing influence on property values in the area."

Chapter 256 Residential Property Maintenance Standards, Sub 9H Basic safety requirements for interior and exterior maintenance.

> "…All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather-resistant and watertight."

Based upon the evidence that had been provided, the City Council will make a determination on nuisance abatement for the property located at 408 Cardinal Court Northwest.

You will be liable for all costs incurred by the City for the abatement, including administrative costs. Your attendance at the May 3, 2016, 7pm, City Council meeting at Isanti City Hall 110 – 1st Ave NW, Isanti, is recommended.

Please contact me with any questions or concerns that you may have regarding this letter or City Ordinance requirements. I can be contacted at (763) 444-5512 or via e-mail at rachman@cityofisanti.us.

Thank you for your assistance in this matter,

Roxanne Achman
Community Development Director

Community For Generations.
Isanti

110 First Ave NW, PO Box 428
Isanti, MN 55040

(763) 444-5512 Main Line
(763) 444-5560 Fax

February 8, 2016

Ashley Jones
408 Cardinal Ct NW
ISANTI, MN 55040

Greetings,

On November 16th, 2015 you were notified that your property was in violation of city ordinance in regards to Residential Property Maintenance standards. On January 22nd, 2016 you were remind of the maintenance issues and were notified of outdoor storage of debris and a vehicle parked on grass. While the City appreciates that you moved the vehicle, the original property violation remains as well as the accumulation of debris. Since you have not contacted our office to discuss this matter and the violation remains. This is an Administrative Citation for the violations listed below.

ORDINANCE	DESCRIPTION	ACTION NEEDED TO BE CORRECTED	FINE	DUE DATE
Ch 256-9	Res. Property Maintenance	Siding needs to be replaced. A building permit must be attained if siding was removed to replace the lower patio door	$200	February 18th, 2016
Ch 216-2	Outdoor refrigerator/debris storage	The refrigerator and debris storage, and refuse in the driveway must be stored indoors or properly disposed of		

In order to avoid further penalties, you will need to pay the fine **AND** correct the violation by the due date or request an Administrative Hearing in writing. Please feel free to contact me, Mon—Fri 8am to 12 noon, at (763) 444-5512 or email me at codeandzoning@cityofisanti.us

A 10% late fee will be assessed after 10 days of non-payment and/or non-compliance. City code violations that are not resolved may also be referred to the City Council for abatement which will be done at the homeowners expense and may result in a lien upon the property. Additionally, the City of Isanti may turn over non-compliant property owners to the Police Department for criminal prosecution. Property owners wishing to appeal an administrative citation may elect to moderate the violation with a neutral 3rd party if they notify the City within 10 calendar days of the issuance of this administrative citation. Each day a violation exists constitutes a separate offense and is subject to additional fines.

Respectfully,

Matt Lindholm

Matt Lindholm
Code Enforcement & Zoning

By Order of:
THE CITY OF ISANTI
Cc: Property File

Enclosed: Administrative Citations Brochure

A Community For Generations.

Isanti

January 22, 2016

Ashley Jones
408 Cardinal Ct NW
Isanti, MN 55040

NOTICE

Dear Property Owner(s),

City Code violation(s) have been noted on your property at 408 Cardinal Court Northwest.

Violation description 1: **Failure to maintain basic safety requirements for exterior maintenance**

Violation description 2: **Outdoor refrigerator/debris storage**

Violation description 3: **Vehicle parked/stored on grass**

We understand that no one enjoys receiving a city code violation but city codes help keep our community safe, friendly and beautiful. I am here to help you remove the violations on the property.

Enclosed is the city code and parking matrix for which the violation has been noted and detailed information about how to come into compliance. Please review this information especially any notation in bold type.

The due date to come into compliance for the mentioned violations is on or before Feb 5th, 2016. To be compliant with City Code, the siding needs to be replaced to maintain a weather tight envelope at the property. If siding was removed to replace the lower level patio door, a building permit must be attained. The refrigerator and debris storage, and refuse in the driveway must be stored indoors or properly disposed of. The vehicle(s) being parked on the grass, by City Code, is/are not permitted to be parked/stored there at any time of the year. To be in compliance with City Code, please ensure that vehicles are parked on the surface of the driveway or the garage.

Additionally, as you may know, RV's can be legally parked and stored in the driveway of residential properties within the City of Isanti. The use of these vehicles for habitation, however, is limited to the use of these vehicles for guest use and is limited to use for 14 days in one calendar year. The City asks that you ensure that the RV is not being used as a residence.

If you feel that there has been an error or you are unable to make the corrections in the required time or need help understanding how to return your property into compliance, please contact me. My office hours are 8:00am to 12:00 noon, Monday through Thursday. **Please contact Matt at (763) 444-5512** or email to **codeandzoning@cityofisanti.us.**

Sincerely,

Matt Lindholm

Matt Lindholm
Code Enforcement Zoning Technician

By Order of:

THE CITY OF ISANTI
Cc: Property File

Enclosed:
Gen Legislation 256 Prop. Standards
Gen Legislation 216 Nuisances
Exhibit A Parking & Storage Matrix
Photo(s) of Property

Violation 1: **RESIDENTIAL PROPERTY MAINTENANCE STANDARDS**
Ordinance: General Legislation Chapter 256
Description: §256-9 Basic safety requirements for interior and exterior maintenance

H. Protective Treatment. All exterior surfaces, including but limited to doors, door and window frames, garage doors, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition as determined by the City Inspector. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. **All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather-resistant and watertight.**

Violation 2: **NUISANCES: Outdoor refrigerator/debris storage**
Ordinance: General Legislation Chapter 216
Description: §216-2 The following are hereby declared to be nuisances affecting health:

L. Any outside storage of **rubbish, salvage materials, junk**, vehicles without current license plates, not in street operable condition, or not currently insured; or miscellaneous refuse when the same is construed by the City Council to be a menace or a nuisance to the public health, safety, or general welfare and to have a depressing influence on property values in the area.

Violation 3: **VEHICLE PARKING & STORAGE**
Ordinance: 227 PARKING AND STORAGE
Description: 227-8 Storage and Parking Restrictions

A. *All outdoor storage and/or parking of any unit in any residentially zoned district shall comply with the requirements set forth in the matrix grid attached hereto, and incorporated herein as Exhibit A*
B. *All motor vehicles and all units as identified within Exhibit A which are parked or stored outdoors in any residentially zoned district shall be maintained in a clean, well-kept manner, be currently licensed, operable/usable, and road legal. Storage of dilapidated or unsightly units is prohibited.*
C. ***Personal vehicles**, company vehicles, recreational vehicles, trailers and fish houses may be parked or stored outdoors in a residentially zoned district, only on the property of the owner, resident or authorized user of such unit, and in accordance with the provisions of this section:*
   (1) ***All vehicles and units with motors shall be parked and stored on an impervious surface. Units without motors require improved surface (see definitions below)***
   (2) The lot area covered by impervious surface must not exceed the maximum allowed within the applicable zoning district
   (3) Recreational vehicles shall be mobile and shall not be permanently affixed upon any foundation nor upon or in the ground in any manner that would prevent portability
   (4) A screening fence must be provided when the unit is visible from adjacent properties and/or the street, when located in the rear yard. Exceptions may be provided when a fence would limit legal access to a street. Screening fences shall meet all requirements as set forth in Ordinance No. 445 Zoning. When a screening fence is used, the entire length of the unit, 50 percent of the height of the unit, and at least three (3) sides of the unit must be screened at ground view from any neighboring property or the right-of-way. All fencing must be maintained on a property. Screening must be made from approved materials.
   (5) An area under a deck located within the rear yard may (be) utilized to store units identified in this article, provided they fit entirely under the deck an meet the appropriate surfacing requirements. Screening fence requirements must be met however, the fence shall not create an entirely enclosed area. One side of the area below the deck must remain open to allow air flow.
   (6) Only one (1) trailer or recreational vehicle shall be permitted at anytime on the driveway. Boats, snowmobiles, or personal watercraft stored on a single trailer will count as one unit.

227-1 Definitions.
IMPERVIOUS SURFACE - Areas where water, air or roots cannot readily penetrate the soil. Examples include concrete, asphalt, bituminous; driveway pavers systems with a minimum thickness of 60 mm (2-3/8 inch) and with gaps not to exceed ¼ of an inch.

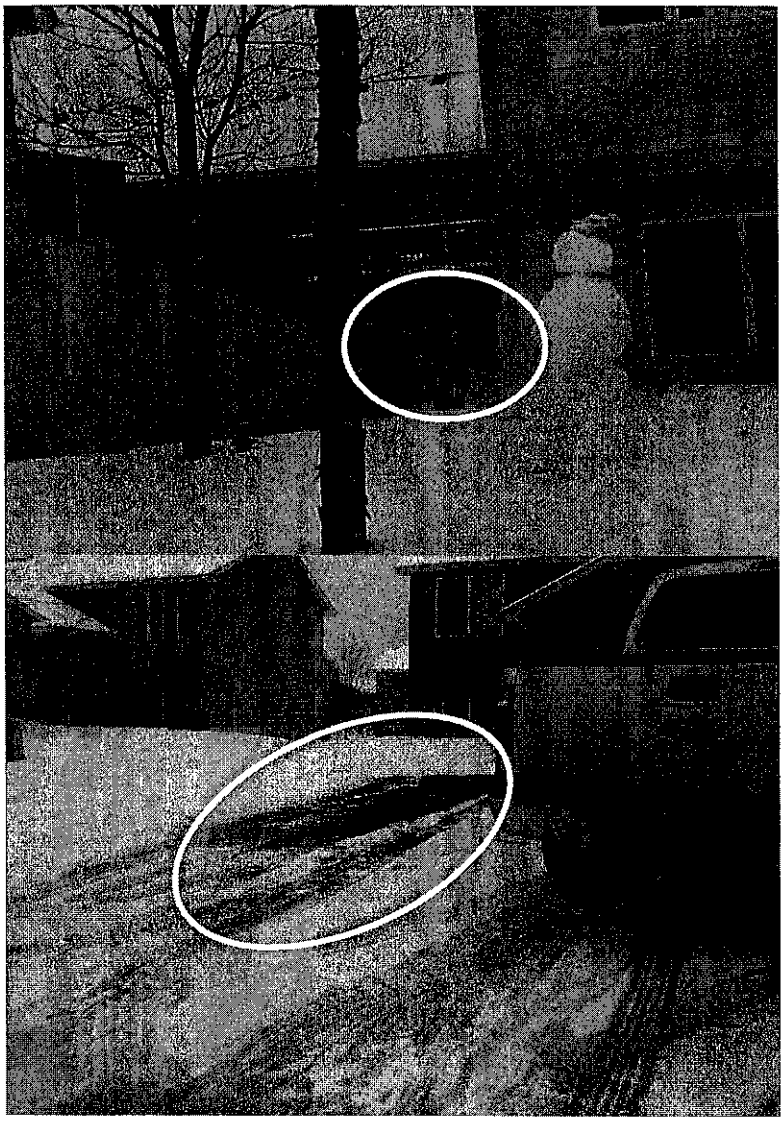
EXHIBIT A

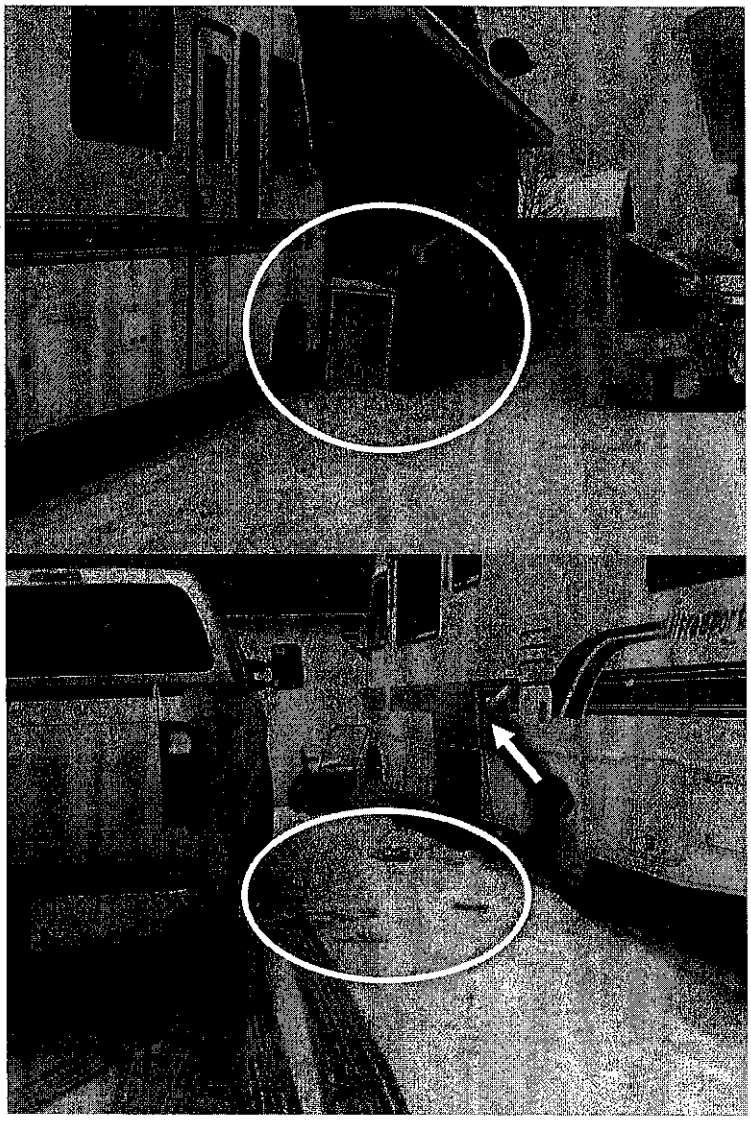
Type of Unit	Where on Lot	Surface Type	Size Limit	Screening	Number Allowed
PODs. Roll-off bins	Driveway or Side Yard: On a parking pad or extension of the driveway, unless a different location has been authorized.	Impervious or Improved	20' long Max of 10 feet in height	Not required	1
Trailers, Boats, RV's, Fishhouses (with wheels), Snowmobiles, personal watercraft, and ATVs	Front Yard: Shall be ten (10) feet from the curb line or sidewalk. Shall be on an extension of the driveway.	No Motor - Impervious or Improved Motor - Impervious	Maximum length shall be less than the primary structure and a maximum height of fifteen (15) feet	Not required	2 (one in front yard)
	Side yard. On an extension of the driveway or on a pad abutting the garage. No closer than 5 feet from property line.			Not required	
	Rear yard. No closer than 5 feet from property line.			Yes (Meet requirements of Ord No 445 Zoning)	
Fish houses (no wheels)	Rear yard only. Must met setbacks established for an accessory structure in zoning district designation.	Impervious or Improved	Maximum width of 8.5 feet; maximum length of 12 feet	Similar to primary structure or screened in accordance with Ord. No. 445 Zoning	1
Company vehicles	Front Yard or Side Yard only: Shall be ten (10) feet from the curb line or sidewalk on driveway or an extension of driveway.	Impervious	Maximum of 15,000 pounds' GVWR	Not required	1

Type of Unit	Where on Lot	Surface Type	Size Limit	Screening	Number Allowed
Personal vehicles	Front and side yard. Shall be on the driveway or an extension of the driveway; or on a pad abutting the garage.	Impervious, unless property meets Section 227-11 of this Chapter.	Maximum of 15,000 pounds' GVWR	Not required	4
	Rear yard. Shall be on the driveway or an extension of the driveway abutting a detached accessory structure if no attached garage.	Impervious, unless property meets Section 227-11 of this Chapter.	Maximum of 15,000 pounds' GVWR	Not required	

Maximum Number of all vehicles/units permitted on a property is five (5), providing the requirements of this Chapter can be met

NOTE: NO UNITS OF ANY TYPE EXCEPT PERSONAL VEHICLES MAY BE PARKED OR STORED IN THE PUBLIC RIGHT OF WAY, INCLUDING BUT NOT LIMITED TO ANY PUBLIC STREET, UNLESS AUTHORIZED UNDER THE PROVISION OF SECTION 3, PARAGRAPH E OF THIS ORDINANCE.





To review this City Ordinance on the web, go to http://ecode360.com/documents/IS2802/source/505583.pdf

Action must be taken on or before February 4th , 2016. Failure to come into compliance prior to the due date may result in an administrative citation from the City of Isanti, which carries a fine of up to $200 per day that the violation continues to exist. A 10% late fee will also be assessed after 10 days of non-payment or non-compliance. City code violations that are not resolved may also be referred to the City Council for abatement which will be done at the homeowner's expense and may result in a lien upon the property. Additionally, the City of Isanti may turn over non-compliant property owners to the Police Department for criminal prosecution. Property owners wishing to appeal an administrative citation may elect to moderate the violation with a neutral 3rd party if they notify the City within 10 calendar days of the issuance of an administrative citation.

November 16 2015

ASHLEY JONES
408 CARDINAL CT NW
ISANTI MN 55040

ORDER TO CORRECT CITY ORDINANCE VIOLATION

Dear Property Owner(s),

A City Code violation have been noted on your property.

Violation description: **Failure to maintain basic safety requirements for exterior maintenance**

We understand that no one enjoys receiving a city code violation but city codes help keep our community safe, friendly and beautiful. I am here to help you remove this violation on your property.

Enclosed is the city code for which the violation has been noted and detailed information about how to come into compliance. Please review this information especially any notation in bold type.

Your due date to come into compliance is on or before Nov 30th 2015. In order to be in compliance, the siding needs to be replaced to maintain a weather tight envelope at the property. If the siding was removed to replace the lower level patio door, a building permit must be attained.

If you feel that there has been an error or you are unable to make the corrections in the required time or need help understanding how to return your property into compliance, please call my office. My office hours are 8:00 to 4:30, Monday through Friday. **Please contact Nick at (763) 444-5512** or email to **codeandzoning@cityofisanti.us**

Respectfully,

Nick Henly
Building Inspector

Enclosed: Gen Legislation 216 Nuisances
Photo(s) of Property

By Order of:
THE CITY OF ISANTI

Cc: Property File

Violation: **RESIDENTIAL PROPERTY MAINTENANCE STANDARDS**
Ordinance: General Legislation Chapter 256
Description: §256-9 Basic safety requirements for interior and exterior maintenance

H. Protective Treatment. All exterior surfaces, including but limited to doors, door and window frames, garage doors, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition as determined by the City Inspector. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. **All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather-resistant and watertight.**

To view this code on the web, please visit http://ecode360.com/11241530

Action must be taken on or before Nov 30 2015. Failure to come into compliance prior to the due date may result in an administrative citation from the City of Isanti, which carries a fine of up to $200 per day that the violation continues to exist. A 10% late fee will also be assessed after 10 days of non-payment or non-compliance. City code violations that are not resolved may also be referred to the City Council for abatement which will be done at the homeowner's expense and may result in a lien upon the property. Additionally, the City of Isanti may turn over non-compliant property owners to the Police Department for criminal prosecution. Property owners wishing to appeal an administrative citation may elect to moderate the violation with a neutral 3rd party if they notify the City within 10 calendar days of the issuance of an administrative citation.

K.1.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: May 3, 2016

Subject: Continued Use of Sportsman Field - Isanti Redbirds

Background:
The issue of the Isanti Redbirds' insurance came up in Spring 2015 after there was a vandalism incident on site. It was discovered that the Redbirds did not have any sort of property insurance to cover the building on site or their equipment nor do they carry liability insurance to cover players and spectators. The organization has their players sign a waiver releasing the Redbirds from liability when playing.

This issue was brought to the Parks, Recreation, and Culture Board on May 26, 2015. At that time, the Board determined that an agreement needed to be made with the Isanti Redbirds. The Cambridge-Isanti Soccer Club has an agreement in place in which the City carries the liability insurance but the soccer club reimburses those payments.

Since the May Park Board meeting, staff have been working with the Redbirds to create an agreement, but have yet to receive a final document from them. The latest correspondence indicated that the Redbirds were asking an attorney to review the documents. Staff have witnessed activity on the Redbirds field in April of 2016.

Parks, Recreation, and Culture Recommendation:
At the April 26, 2016 Parks, Recreation, and Culture Board meeting, the board recommended that City Council consider requiring the Isanti Redbirds to cease all activities at Sportsman Field/Redbird Field until an agreement has been obtained.

Staff Request:
Staff is requesting that City Council determine the best course of action going forward immediately and into the future.

Attachments:
- Draft Lease Agreement and Operating Policy for Redbird Field
- Communication timeline with Cindy Lind-Livingston
- May 26, 2015 Park Board Memo
- May 26, 2015 Park Board Minutes

Lease Agreement and Operating Policy Between

City of Isanti (Lessor) and Cambridge - Isanti Redbirds, Inc. (here and after Redbirds Baseball) (Lessee)

LEASE AGREEMENT AND OPERATING POLICY FOR REDBIRD FIELD ALSO KNOWN AS SPORTSMAN FIELD

Lease Agreement

In consideration of contributions by Lessee to the costs of construction, maintenance and operation of the baseball field known as Redbird Field and also known as Sportsman Field, as set forth in the Operating Policy listed below, the City of Isanti does agree to lease Redbird Field to Redbirds Baseball, for the sole and exclusive use as and for outdoor recreational purposes, in accordance with the Operating Policy for an indefinite period of years terminable upon the occurrence of any of the following events:

1. In the event Redbird Field ceases to be used for a consecutive period of twelve (12) or more months for Minnesota Baseball Association sanctioned competitions, the City of Isanti in its sole discretion, can declare said lease to be terminated.
2. In the event that Redbirds Baseball cease to exist as a tax exempt organization pursuant to the provision of Section 501 (c) (4) of the Internal Revenue code, the City of Isanti in its sole discretion, can declare said lease to be terminated.
3. In the event Redbirds Baseball fails to maintain Redbird Field in a manner appropriate to standards set by the Minnesota Baseball Association and fails to correct issues within a period of one (1) year after the initial notice of such deficiency, the City of Isanti in its sole discretion, can declare said lease to be terminated.
4. In the event Redbirds Baseball should become voluntarily or involuntarily insolvent and unable to pay its debts and meet the obligation of normal business, the City of Isanti in its sole discretion, can declare said lease to be terminated.
5. In the event of termination by mutual agreement of the parties upon such terms and conditions as the parties shall agree in writing.
6. Unless otherwise extended by mutual agreement of the parties, this agreement shall automatically terminate as of December 31, 2025.
7. In the event Redbirds Baseball should be in breach of any of its obligations set forth below, and fails to correct any such breach within a period of 30 days after the initial notice of such breach from the City of Isanti, the City of Isanti in its sole discretion, can declare said lease to be terminated.
8. In the event Redbirds Baseball should not be able to receive funds from charitable gambling, the said lease shall be reviewed for renegotiation.

Upon termination of this lease all improvements, fixtures, and infrastructure of whatever description added to the property described in the Resolution during the term of the lease shall remain with the premised and shall become the sole and exclusive property of the City of Isanti, unless otherwise specifically agreed in exiting between the City of Isanti and Redbirds Baseball.

Operating Policy

Intent

It is the intent of this Operating Policy for the City of Isanti and Redbirds Baseball to establish an understanding of both the City's and Redbird's respective responsibilities with regards to the operation, use, and maintenance of the baseball field. This policy may be amended with approval of both the City of Isanti and Redbirds Baseball. The City of Isanti shall make its best efforts to notify Redbirds Baseball whenever the policy is discussed in the future.

Hours of Use

Redbirds Baseball has the sole and exclusive use of the property legally described within the Resolution for the outdoor recreational purposes of Redbird baseball field. The hours of use for Redbird Field shall extend 7:00 a.m to 11:30 p.m. notwithstanding the 10:00 p.m. closing otherwise applicable to other facilities in Bluebird Park.

Community Use
Community members may not utilize the baseball field without prior approval from Redbirds Baseball. Redbirds Baseball may open the baseball field for use by other private or public entities for baseball related events. Inquiries made for these types of events through City offices shall be forwarded to Redbirds Baseball for consideration and approval.

Special Events (Tournaments and Meets)
Prior to hosting any tournament and/or other special event or meet, Redbirds Baseball shall be responsible for obtaining the necessary Special Event permit for the City of Isanti, in accordance with Isanti City Code of Ordinances Chapter 278.

City of Isanti

1. The City of Isanti authorizes Redbirds Baseball to manage the property as long as the property is used for its intended purpose, which is a baseball field.
2. The City of Isanti authorizes and directs City staff to work with Redbirds Baseball in order to resolve any minor issues that may arise after this Agreement has been approved and signed, providing the resolution to such issues do not violate the intent to this Agreement.
3. The City of Isanti shall provide water and sewer service stubs to the concession building and restroom facilities, once those facilities are constructed and made available on the property. WAC and SAC fees shall be waived at that time.
4. The City of Isanti shall be reimbursed for utility fees incurred for lighting of Redbird Field.
5. The City of Isanti agrees to waive all fees normally associated with site plan, conditional use, interim use, sign permits and other planning/zoning approvals.
6. The City of Isanti shall add Redbirds Field thereon as an insured property under its existing property damage insurance. All equipment existing and future building or structures shall be included in that coverage.
7. When the City of Isanti becomes aware of grant opportunities, the City shall forward those opportunities along to Redbirds Baseball. The City agrees to provide letters of support to Redbirds Baseball for such grant opportunities.
8. The City of Isanti shall be responsible for all cost associated with future improvements of Third Avenue NW and Isanti Parkway NW.
9. The City of Isanti's commitments as described in this agreement, are subject to the condition that Redbirds Baseball provide adequate evidence satisfactory to the City that it is able to cover all operating expenses and any future projects in accordance with all terms and conditions herein agreed upon.

Isanti Redbirds Baseball

1. Redbirds Baseball shall not incur any debt to which the City of Isanti would be held liable for and will not charge the City of Isanti for any improvements in the event that Redbirds Baseball would become non-operational.
2. Redbirds Baseball, at its sole expense, shall ensure toilet facilities are available when the field is in use.
3. Redbirds Baseball, at its sole expense, agrees to maintain and/or install private wells as necessary for an irrigation system to facilitate maintenance of the baseball field.
4. Redbirds Baseball is responsible for, at its sole expense, all regular maintenance items associated with the baseball field, to include but is not limited to mowing, weed trimming and routine turf repairs.
5. Redbirds Baseball will be responsible, at its sole expense, for routine maintenance and improvement to the baseball field including but not limited to making repairs to concession stand, bleachers, batting cage and fencing.

6. Redbirds Baseball, at its sole expense, will make necessary improvements and/or additions to the baseball field that have been deemed necessary to field a competitive baseball team.
7. Redbirds Baseball shall have the sole responsibility, at its sole expense, of all necessary equipment for field maintenance and/or operation and all storage of such equipment.
8. Redbirds Baseball will continue to utilize charitable gambling funds to maintain and improve Redbird Field in accordance with the standards applicable since the inception of the use of charitable funds by Redbirds Baseball for maintenance and improvements of the Field.
9. Redbirds Baseball will carry premises liability and participant accident coverage and shall name the City of Isanti as the additional insured thereunder.
10. Redbirds Baseball shall reimburse the City of Isanti annually for the City's cost for general property damage insurance.
11. Redbirds Baseball shall reimburse the City of Isanti annually for utility fees incurred for lighting of Redbird Field.

Maintenance
Redbirds Baseball is responsible, at its sole expense, for all regular maintenance items associated with Redbird Field, including but is not limited to, dugout repairs, concession repairs, fence repairs, lighting, mowing, weed trimming, field repairs and routine turf repairs. Redbirds Baseball is solely responsible for any costs associated with the construction of new facility elements or elements needed for the Redbirds. All necessary equipment for field maintenance and/or operation and all storage of such equipment shall be the sole responsibility of Redbirds Baseball.

Site Improvements
Redbirds Baseball is solely responsible for all costs incurred for necessary site improvements. All site improvements shall meet the applicable Ordinance requirements as established within the Isanti City Code of Ordinances as well as the Zoning ordinances, and shall also comply with any applicable State and/or Federal laws or regulations. Prior to construction or alteration of new and/or existing facilities and/or building, parking area, lighting, and other similar facilities and amenities; Redbirds Baseball shall receive any necessary planning and zoning approval prior to construction on the property. All signs not housed within the perimeter of the baseball field, whether temporary or permanent, shall receive City Council approval, in accordance with the Zoning Ordinance.

Agreed to and approved:
City of Isanti

By:_____

Its: City Administrator Donald C. Lorsung

Date:_____

Agreed to and approved:
City of Isanti

By:_____

Its: Mayor George A. Wimmer

Date:_____

Agreed to and approved:
Redbird Baseball

By: _____

Its: _____

Date: _____

Agreed to and approved:
Redbird Baseball

By: _____

Its: _____

Date: _____

Dialogue via email between City Staff, Josi Wood, and Cindy Lind-Livingston, Redbirds Baseball Contact.

After damage occurred at the Redbirds concession stand, staff began dialogue with Cindy regarding the insurance that they carry or lack thereof. It was found that the City is not reimbursed for the general property insurance premium and Redbirds did not carry their own liability or general insurance for the players or Redbirds equipment.

May 26, 2015 **Discussion with Cindy and sent item to the Parks, Recreation and Culture Board for discussion.**

August 3, 2015 Staff emailed Cindy in regards to reimbursing the City for insurance as that is what happens with other entities using city property

August 19, 2015 Staff asked Cindy if the Redbirds Board had made a decision to go with the City's property insurance and asked when they would be getting their liability insurance

August 24, 2015 Cindy stated she was still checking into it and that they didn't think they had funds to cover it. She said games were over for this season.

Sept 3, 2015 Staff stated…We would like to set up a meeting to discuss the liability and general insurance with you as well as an agreement so as to protect and be in the best interest of both the Redbirds and the City.

Sept 11, 2015 Meeting with staff and Cindy to discuss an agreement and insurance with Redbirds

October 14, 2015 Staff sent a draft of an agreement (Soccers) to Cindy to work off of.

October 16, 2015 Staff sent Cindy the 2015 insurance numbers so Redbirds would know what the City was asking to be reimbursed for.

October 19, 2015 Cindy stated The Redbird Board is working to come up with a proposed contract with the City. The numbers you sent are very helpful. Costs of electric were also sent to Cindy.

December 15, 2015 Staff asked…Have you had a chance to add items from the Redbird's perspective in the contract? Cindy stated she would get back to staff by the end of the week.

January 5, 2016 Cindy sent staff a draft of what they would like included included/excluded in the agreement and also a letter to the City stating they have invested a lot into the establishment.

January 5, 2016 Staff asked Cindy when she could come in to discuss the agreement. The meeting was held January 19th with Don, Mayor Wimmer and Josi.

Here was the recap of the meeting after the Mayor had left…

She was confused about the difference between liability participant coverage and general property insurance coverage (She didn't remember that I had explained it in prior emails a couple months ago). She thought the two would be one in the same. After explaining the difference, she was perturbed that there could potentially be more costs for the Redbirds and explained to Don and I that the reason why they came to Isanti was because of issues in Cambridge and she would hate to see them go back. She asked if the City could carry the liability portion for the participant coverage and then reimburse us for that. She stated she didn't have a good source to get the insurance at a reasonable cost although she did have one person she could call.

January 19, 2016 With input from Cindy, the agreement was sent to Clark to review.

January 21, 2016 The agreement was sent to Cindy for a final review.

January 21, 2016 Cindy asked for the insurance information again. Staff emailed her the numbers again.

January 25, 2016 Cindy asked…"Is there a reason that the City wants the right to appoint a representative to our Board? I would like to remove this from under City of Isanti #4."

January 25, 2016 Staff had this reply…"We have that on all of our agreements including soccer and BMX. This would need to be discussed at the Parks, Recreation and Culture Board to potentially alter." In later discussions, the Mayor mentioned we could remove this if that was the only item hanging up the agreement.

January 25, 2016 Cindy stated…"We will not be prepared to meet with Park and Rec tomorrow. Our next Board meeting is Sunday February 7th. I am sure we will have lots to discuss regarding the lease. If need be we will talk to the Park and Rec at their February meeting."

January 25, 2016 Cindy stated…"I am checking into insurance and was asked if we would be responsible for insurance year round or just the months that we use the field? "

January 25, 2016 Staff stated…"For the liability and participant insurance, I believe it would be only for the months that you operate or use the field but I would need to confirm that with Clark and the committee."

January 25, 2016 Staff received this response from the City's insurance and forwarded to Cindy on January 26th, 2016…"Since the City does not have an insurable interest or liability in their (the redbirds) operations, we would not be able to insure them. The redbirds would need to get their own separate policy (which would not be tied to the City in any way or under the City's insurance). The redbirds can work with Associated Financial regarding insurance and Pat can help them - walk them through costs and determine the appropriate insurance. Below is Pat's contact information. I did let Pat know that the redbirds are curious about having insurance only on the months that they are operating (April through October). Pat is going to take a look into this and see if this is an available option.

Please let us know if you would like to have Pat reach out to the redbirds, or if the redbirds will be reaching out to him. If you would like Pat to reach out to the redbirds, please give him Cindy's name and contact number (or the appropriate contact he should reach out to)."

January 26, 2016 Staff informed Cindy that the City would remove the request to have a representative on their Board.

March 28, 2016 Staff wrote this to Cindy…"With Baseball season right around the corner, I wanted to touch base with you and see if the Redbirds are planning to move forward with purchasing their insurance through the City."

March 31, 2016 Cindy asked for the agreement in the latest version again. She stated…"My group meets on April 10th and I would like to have a final version for them to review. If we do agree to purchase insurance it will be through a private insurance company. It is about a third of the cost that the City quoted."

April 4, 2016 Staff resent the final draft of the Agreement to Cindy.

April 13, 2016 Cindy wrote…"Our Lease Committee met on Sunday and have decided to have a lawyer take a look at the agreement. The lawyers will hopefully get back to me by the end of the week or early next week. I will keep in touch."

MEMO

To: Chair Zdon
Members of the Parks & Recreation Board

From: Josi Wood
Community Events & Parks Coordinator

Date: May 26, 2015

Subject: Redbirds Building/ Content Insurance

A comment came in from Cindy Lind, Redbirds President, in regards to who covers the insurance and who pays for building and contents if there was vandalism or a natural disaster. This came after the window was shot out by a bb gun. She was under the impression that it would be the City due to the fact that they need to report the contents and values to the City and they were not required to carry their own insurance. The Redbirds determined that it would be cheaper to replace the window versus file a claim, but this left Staff wondering more about the agreement with this organization.

Staff asked Ms. Lind if the Redbirds carry their own insurance on their buildings and contents and she stated they did not. When staff asked if Ms. Lind was aware of an agreement she stated "The only agreement we have with the City is that we donate money to the City and that money is specifically used for the upkeep of the field. We don't own the field or the buildings. They are City property and for the use of them we pay the maintenance cost of the field for the City."
When staff asked Ms. Lind if the Redbirds carry liability insurance which would cover accidents or injuries to players or spectators she stated "No. I talked to Clark about that and he, in so many words, said that if someone got hurt they would go after the big fish and that would be the City.
We have our players sign a waiver releasing the Redbirds of any liability when playing."

Staff was able to find a resolution stated the same as Ms. Lind stated but no other agreements making statements in regards to insurance. The other resolutions found were in reference to a grant and loan, which the remaining balance was later forgiven, to build the concessions stand and for the installation of a batting cage. It is possible that back when the "agreement" was made, it was either done verbally or at least without a Resolution stating the terms.

Staff contacted the City's insurance carrier and we do in fact carry Building/Contents insurance for their concession stand, ballfield, and pump house. The batting cage is not being covered at this time by anyone.

In a relatable situation, the City carries the insurance for building and content for the Cambridge-Isanti Soccer Club in the amount of $2261.00 per year (this was the 2014 cost), but the City is reimbursed those costs by the Soccer Club.

Staff Request

Staff is looking for direction from the PRC board on whether the City would like to formally enter into an agreement with the Redbirds that outlines terms of the relationship or leave it status-quo. Staff is concerned that there is not liability carried on behalf of the Redbirds which would cover not only the players but also the spectators.

Attachments

- LMC Insurance schedule
- RES No. 1998-74
- RES No. 2011-100

Bergwick asked how often this request comes up.

Wood stated this is the first time she has heard of it. Wood stated she just wanted to clarify to make sure the Board was still in the position to not want to allow it so she could confidently let people know if further requests come in.

There was more discussion regarding the implications allowing vendors in the park would have.

Motion by Garvey to continue to not allow fairs in the parks. Second by Bergwick. Motion was unanimously approved.

7. Redbirds Building/ Content Insurance

Wood stated she talked with Cindy, Redbirds President, because they had a window shot out with a bb gun but she said they were not going to make a claim because it would probably be the same as the deductible. It raised the issue of who carries insurance for the Redbirds and Wood wondered why we would be paying for insurance for the Redbirds. Wood stated in a similar case such as the Soccer Club, we carry their insurance but they pay us back. Wood stated as was written in the memo, the City carries their building insurance and there is no agreement we have that requires them to pay or carry their own. Wood stated that they do not even have liability insurance; they have their ball players sign a waiver. Wood stated she worries if someone was to fall off the bleachers, they would sue the City. We have the Soccer Club carry their own liability but for some reason we don't require them to. Wood stated she was looking to the Board on whether or not we should enter into a formal agreement with the Redbirds stating what we would require going forward.

Wimmer stated we are going to have to have an agreement with them. The other Board members agreed.

Wood stated she was surprised to find out there wasn't liability covered on their part.

Bergwick asked who would be responsible if someone did fall off the bleachers and broke their leg.

Wood stated it would be the City.

Garvey stated the liability piece of paper they are signed means nothing. Others agreed.

Bergwick made a motion to approach Redbirds to carry their own liability insurance. Wimmer made a friendly amendment to the motion to also add going into a formal agreement with Redbirds to cover use of property, insurance and other items that we have with other such nonprofits using property of the City. Second by Garvey. Motion was unanimously approved.

7. Acquisition of properties 605 and 607 First St SW

Wimmer stated he wanted this on the agenda because every year we receive a list of properties that goes through tax forfeiture which the DNR gets the first dibs then the City gets second. The area really isn't served by a park. Wimmer stated the Tot Lot and Whisper Ridge is kind of nearby. Wimmer stated he asked the question to Roxanne in the zoning department of whether or not this would be a good location being along a road and wanted to prose the strategic question to the park board on whether we want to start winding down things at Whisper Ridge. Wimmer stated to perhaps put tennis courts on these properties. Wimmer stated in the past it has been talked about getting rid of one at Whisper Ridge. He stated at this point he wasn't saying what should be done but this is available and accessible where it could be policed better and potential allow Whisper Ridge to become green space.

K.2.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of City Council**

From: Josi Wood, Public Services Director

Date: May 3, 2016

Subject: Consider Ordinance to Amend City Code 325-6 Meters, Ordinance to Amend City Code 160 Fees, and Resolution to Amend the Fee Schedule

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Background:
Staff became concerned about the budged amount for new construction water meters especially as we have the new business development and the need to purchase larger than standard meters. There was not a clear definition in City Code as to who paid for new construction meters therefore staff has outlined this per the recommendation of the Finance Committee.

Staff has included language to amend the current Fee Schedule under the Sewer and Water Department as shown in the attachment. The amended language is underlined and is as follows:

Sewer and Water Department

Delinquent Posting Notice Fee	$15.00
New Construction:	
Meter (5/8 & 3/4 inch)	Cost included in permit fee
Meter (larger, > 3/4 inch, diameter)	Cost minus $285.00
Replacement:	
Meter (5/8 & 3/4 inch)	
Head	$80.00
Body	$230.00
Meter (larger, > 3/4 inch, diameter)	Cost plus $25.00

For clarity an amendment to City Code 325-6 Meters with an Ordinance for such amended action to include the underlined language:

City Code 325-6 Meters States…
All water sold shall be measured by meters unless it is not possible or is impracticable to install such meters. Every customer shall provide a suitable place where a meter can be installed, and the municipality shall install and maintain the same. For the purpose of reading meters, duly authorized employees of the Water Department of this City shall have authority legally to enter upon any premises at a reasonable hour. Where meters are not used, a flat rate of not less than the minimum charge may be established by the Council. Meters are charged per the rates set in the Fee Schedule.

Finance Committee Recommendation:
The Finance Committee met on April 6, 2016 to discuss the need to have language that states that there are costs for new construction water meters that are larger than the standard 5/8 – 3/4 meter size. The Finance Committee reviewed the language as presented April 21, 2016 and recommends the approval to add in language to both the fee schedule and City Code Chapter 325-6 as presented per this document.

Request:
Staff is looking for action on this item.

Attachments:

- ORD – XXX – An Ordinance Amending the Code of the City of Isanti Chapter 160 Fees
- ORD – XXX – An Ordinance Amending The Code of the City of Isanti Chapter 325-6 Meters
- RES – XXX – A Resolution Adopting Fees Within The City of Isanti

ORDINANCE NO.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF ISANTI CHAPTER 160 FEES

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 160-2. Enumeration of fees – of Chapter 160, of the Code of the City of Isanti is hereby amended to add or revise from the text of Section 160-2 as follows:

ADD/AMEND

Sewer and Water Department

New Construction:	
Meter (5/8 & 3/4 inch)	Cost included in permit fee
Meter (larger, > 3/4 inch, diameter)	Cost minus $285.00
Replacement:	
Meter (5/8 & 3/4 inch)	
Head	$80.00
Body	$230.00
Meter (larger, > 3/4 inch, diameter)	Cost plus $25.00

SECTION 2. EFFECTIVE DATE.
This Ordinance shall take effect when published in the Official Newspaper.

Adopted by the City Council, this 3rd day of May, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Donald C. Lorsung
City Administrator/Deputy City Clerk

(SEAL)

Reading Date:
Publication Date:
Effective Date:

K.2.b.

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 325-6 METERS

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 325-6, Meters, of Chapter 325 of the Code of the City of Isanti is hereby amended to add the following text:

325-6. Meters.

All water sold shall be measured by meters unless it is not possible or is impracticable to install such meters. Every customer shall provide a suitable place where a meter can be installed, and the municipality shall install and maintain the same. For the purpose of reading meters, duly authorized employees of the Water Department of this City shall have authority legally to enter upon any premises at a reasonable hour. Where meters are not used, a flat rate of not less than the minimum charge may be established by the Council. **Meters are charged per the rates set in the Fee Schedule.**

EFFECTIVE DATE
This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 3rd day of May, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Donald C. Lorsung
City Administrator/Deputy City Clerk

(SEAL)

Reading Date:
Publication Date:
Effective Date:

RESOLUTION NO. 2016- **K.2.c.**

A RESOLUTION ADOPTING FEES WITHIN THE CITY OF ISANTI

WHEREAS, the City Council by Ordinance sets forth a fee table for the City of Isanti; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City that all fees within the City are established by resolution; and

WHEREAS, these fees are fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed in accordance with Minnesota Administrative Rules 1300.0160; and

WHEREAS, the following fee schedule shall be effective May 3, 2016.

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

1. Set forth the following fee schedule:

Administration

Administrative Citations – City Code Violations	
Chapter 216, Nuisances	$200.00
Chapter 227, Parking and Storage	$200.00
Chapter 256, Residential Property Maintenance Standards	$200.00
Chapter 284, Streets and Sidewalks	$200.00
Ordinance #445, Zoning Ordinance	$200.00
Ordinance #445, Section 16 Signs	$100.00
Chapter 87-5.1, Animal Litter	$ 75.00
Adult Use Fee	$5,000.00
Adult Use Investigation Fee	$2,000.00
Affidavit of Candidacy	$15.00
Agenda Packet Subscription	$150.00
Agenda Subscription	$25.00
Copies	$.25 per page, plus tax
Dog Bite Incident (if applicable)	$90.00
Dog Boarding (at Impound)	$22.00 per day plus tax
Dog Impound 1st Time	$65.00 plus tax
Dog Impound 2nd Time	$70.00 plus tax
Dog Impound 3rd Time	$80.00 plus tax
Additional Fee for Pick up (7pm-8am & Holidays)	$30.00
Dog License (Duplicate)	$5.00
Dog License (Fixed)	$10.00
Dog License (Not)	$15.00
Dog License Late Fee	$5.00
Dog License Lifetime	$50.00
Euthanasia / Disposal	$175.00

FAX - in	$.25 per page, plus tax
FAX - out	$.25 per page, plus tax
Gambling Permits – Application & Investigative Fee	$50.00
Kennel License (Commercial)	$100.00 per year
Kennel License (Residential)	$50.00 per year
Lawn Sprinkling 1st Violation	$20.00
Lawn Sprinkling 2nd Violation	$35.00
Lawn Sprinkling 3rd Violation	$50.00
Meeting Minutes – Copy of CD	$10.00
Non-Compliance Fee	$25.00
Notary	$5.00 per document
Pawnbroker/Shop	$1,500.00
Pawnshop Investigation Fee Initial Application Only, does not apply to Renewal	$1,500.00
Pawnshop Transaction Fee	$1.30 plus pass through costs per transaction
Peddler Permit	
Day	$25.00
Month	$75.00
Seasonal (6 months or less)	$200.00
Application Investigation Fee	$75.00
Retail Fire Works Permit – Application Fee	$15.00
Retail Fire Works Permit – Permit Fee	$25.00
Returned Checks	$30.00
Secondhand Goods Dealer	$1,500.00
Secondhand Goods Dealer Investigation Fee Initial Application only, not for renewals	$1,500.00
Secondhand Goods Dealer, Temporary	$750.00
Secondhand Goods Dealer Transaction Fee	$1.30, plus pass through costs per transaction
Special Assessment Fee Unpaid Utility Bills, Code Enforcement Violations, Etc.	$30.00 per assessment
Special Meeting Request	$500.00
Special Vehicle Permit	$25.00
Staff Time (not specified elsewhere)	Actual hourly wage multiplied by 145%
Street Block Party Deposit	$50.00 (Refundable)

Building Inspections

Building Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
Basement Finishes Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
City Utility Services under Driveway	$100.00
Commercial Landscape Escrow	$5,000.00 per site (Refundable)
Curb Cut Permit	$75.00

Deck Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
Demolition Permit	greater of $100.00 or 1.27% of contract price
Excavation Permit Fee	
a. Hole	$125.00
b. Emergency Hole	$55.00
c. Trench	$50.00
Fence Permit (Fences >7')	$80.00
Fire Suppressant Permit – Commercial/Multi-Family	1.5% of project value
Grade Survey Check	
a. Commercial	$50.00
b. Residential	$50.00
Grading Permit	$150.00
Investigative Fee	100% of permit fee
Lawn Irrigation Permit	$80.00
License Verification Fee	$5.00
Mechanical Permit	$75.00 per unit
Mechanical Permit – Commercial/Multi-Family	1.5% of project value
Minimum Permit Fee	$50.00
Plan Check Fee	65% of calculated permit fee, when applicable
Plan Check Fee – Duplicate Plans	Duplicate plan fees reduced to 25% of calculated permit fee
Plumbing Permit	$80.00 and $5.00 per unit
Plumbing Permit – Commercial/Multi-Family	1.5% of project value
Re-Roof Permit	$80.00
Re-Siding Permit	$80.00
Rental License Late Fee	100% of rental license fee
Replacement of Air Conditioner Permit	$75.00 per unit
Replacement of Air Conditioner Permit – Commercial/Multi-Family	1.5% of project value
Replacement of Furnace Permit	$75.00 per unit
Replacement of Furnace Permit – Commercial/Multi-Family	1.5% of project value
Residential Driveway Escrow	$2,000.00 (Refundable)
Residential Landscape Escrow	$6,000.00 (Refundable)
Residential Rental License Fee	
1 Unit	$150.00
2-4 Units	$175.00
5-12 Units	$225.00
13-20 Units	$240.00

21–50 Units	$250.00
51 + Units	$300.00
Additional Inspections	$50.00 Per Inspection
State Surcharge	Applied to all permits
Swimming Pool Permit	$80.00
Water/Sewer Line Repair Inspection Fee	$80.00
Window/Door Replacement Permit	$80.00

Electrical Inspection Fees

All Services Residential Service Change $100.00, this includes one inspection. Or the below rates.		Circuits and Feeders The inspection fee for the installation, addition, alteration, or repair of each circuit, feeder, feeder tap, or set of transformer secondary conductors:	
0 to 300 amp	$50	0 to 30 amp	$8
400 amp	$58	31 to 100	$10
500 amp	$72	101 to 200 amp	$15
600 amp	$86	300 amp	$20
800 amp	$114	400 amp	$25
1000 amp	$142	500 amp	$30
1100 amp	$156	600 amp	$35
1200 amp	$170	700 amp	$40
Add $15.00 for each additional 100 amps		Add $5.00 for each additional 100 amps	
Minimum permit fee is $50.00 plus $5.00 state surcharge. This is for one inspection only. Minimum fee for rough-in inspection and final is $100.00 plus $5.00 state surcharge.			
Maximum fee for single family dwelling not over 200 amps is $150.00 plus $5.00 state surcharge. Maximum of 2 rough-in inspections and one final inspection.			
Apartment Buildings: Maximum fee per unit of an apartment or condominium complex is $100.00. This does not cover service and house wiring. A separate permit must be issued for house wiring. Swimming Pools: $100.00 this includes 2 inspections Traffic Signals: $10.00 per each standard Street Lighting: $5.00 per each standard Transformers/Generators: $10.00 per unit + $0.50 per KVA Retro Fit Lighting: $0.75 cents per fixture Sign Transformer: $10.00 Remote Control/Signal Circuits: $1.00 per device			

Re-inspection Fees: $50.00 *Fees are doubled if the work starts before the permit is issued

Community Center

Cleaning Fee (if elected by renter)	$125.00, plus tax
Damage Deposit	$250.00
Damage Fees	
Cleaning	$35.00 per hour minimum, plus tax
Tables	$100 each, plus tax
Chairs	$20.00 each, plus tax
Unreturned keys	$250.00, plus tax
Smoking Non-Designated Areas	$200.00, plus tax
Other Items	To be determined based on replacement cost, plus tax
Equipment Available to Rent (larger deposit may be required)	
LCD Home Theater Projector on Cart	$50.00, plus tax
9' Portable Screen	$20.00, plus tax
Blu-Ray DVD Player	$15.00, plus tax
Speakers & Microphone (Includes tripod stands if requested)	$15.00, plus tax
Podium	$10.00, plus tax
Non-Profit Organizations	$50.00, plus tax (full day) $25.00, plus tax (4 hours or less)
Private (less than 50 individuals) or For-Profit Organizations	$100.00, plus tax (full day) $ 50.00, plus tax (4 hours or less)
Special Events Includes use of the kitchen. Dishes and utensils provided by you for your event. With or without alcohol. Greater than 50 individuals in attendance.	$275.00, plus tax

Fee Arrangements – When Requested

Non-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax
1	$50
2	$100
3-4	$150
5	$200

Days Per Month	Monthly Fee, plus tax
1-2	$25
3-5	$50

** Minimum rental fee of $25/month or $5/day when rented more than 5 days per month.

** Groups storing belongings at the facility may be subject to a monthly storage fee.

** Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.

**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Fee Arrangements – When Requested
For-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax
1	$150
2	$300
3-4	$450
5	$600

Days Per Month	Monthly Fee, plus tax
1-2	$50
3-4	$100

**All other fees and deposits for the rental of the facility apply.
**Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.
**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Economic Development Authority

Assignment & Assumption Agreement	$1,000.00 plus costs
Development Agreement (Non-Abatement or TIF)	$1,000.00 plus costs
Establishment of New TIF District	$4,800.00 or actual cost
Host Approval of Conduit Debt	$3,000 escrow
Issuance of Conduit Debt	1/4% of the proposed issuance amount, $3,000 minimum, $25,000 maximum escrow
Revolving Loan Fund Application Fee	1% origination fee
TIF Development Agreement	$2,500.00 plus costs
Tax Abatement Application Fee	$1,000.00 plus costs

Liquor/Beer

Background Check & Investigation Fee	
For Partnership – Corporation – Association	$300.00
For Individual	$100.00
Initial Application only, does not apply for Renewals	
Beer Off-Sale (3.2)	$150.00
Beer On-Sale (3.2)	$250.00
Brewers Off-Sale Malt Liquor	$310.00
Brewers Tap Room On-Sale	$500.00
Brew Pub Off-Sale Malt Liquor	$310.00
Club License (Max dictated by MN State Statutes)	$500.00
Intox Liquor On-Sale	$2,500.00

Intox Liquor Sunday On-Sale	$200.00
Setups	$200.00 per year
Temporary Consumption and Display Permit	$25.00
Temporary On-Sale 3.2 Beer License (1-4 Days)	$50.00
Temporary On-Sale 3.2 Beer License (1-4 Days) Multiple Events	$500.00
Temporary On-Sale Beer	$50.00
Temporary On-Sale Liquor	$50.00
Temporary On-Sale Liquor (2-4 Days)	$50.00
Temporary One-Day On-Sale Liquor License	$25.00
Wine	$300.00

Parks Department

Copy of Comprehensive Park Plan	$10.00
Community Garden – Ground Plot (Season Fee)	$15.00
Community Garden – Raised Bed (Season Fee)	$20.00
Park Dedication Fee (Residential)	$1,500.00 per unit
Park Dedication Fee – Multi Family with Recreational Amenities	– Up to 25% Reduction of $1,500 per unit fee
Park Dedication Fee (All Others)	$1,500.00 per Commercial/Industrial Acre
Park Shelter Electric Box Deposit	$50.00
Park Shelter Fee – Non City Resident or Business	$10.00 plus tax
Special Event Cleanup Deposit	$100.00
Tennis Court Usage	Resident (Individual) 1 court No Charge 2 courts $6 plus tax Non-Resident (Individual) 1 court $6 plus tax 2 courts $12 plus tax Civic Group, Youth Organization, League, Business, Industry, Church or School Per court, per reservation $15 plus tax Per season (1 or 2 courts) $250 plus tax
Unity Park Softball Field Usage	$25.00 plus tax per day Non-Resident $15.00 plus tax per day Resident

Planning & Zoning Department

Administrative Appeals	$200.00 plus costs
Administrative Permit	$75.00
Administrative Subdivision	$275.00 plus costs
Annexation/De-Annexation	$100.00 plus costs
Comprehensive Plan Amendment	$325.00 plus costs
Conditional Use Permit	$325.00 plus costs
Conditional Use Permit Amendment	$275.00 plus costs
Copy of Comprehensive Plan	$50.00
Copy of Maps	$ .50 black and white
Copy of Zoning Map	Fee based on size & type of map
Copy of Zoning Ordinance	$25.00
Copy of Engineer Design Standards	$35.00

Development Agreement for Subdivisions	$2,500 escrow plus costs
Development Agreement (Non-Subdivision)	$1,500 escrow plus costs
Easement Application	$200.00 plus costs
EAW & EIS Review	$600.00 plus costs
Final Plat	$325.00 plus $10.00 per lot/unit plus costs ($1,500.00 escrow)
Interim Use Permit	$325.00 plus costs
Minor Subdivision Plat	$325.00 plus costs ($1,000.00 escrow)
Planned Unit Development – Final Plan	$325.00 plus costs ($1,500.00 escrow)
Planned Unit Development – General Plan	$500.00 plus costs ($1,500.00 escrow)
Preliminary Plat	$500.00 plus costs ($1,500.00 escrow)
Rezoning Request	$325.00 plus costs
Sign Permit (permanent)	$75.00
Sign Permit (temporary)	$50.00
Signal Light Fee	$119.00 per residential unit $ .10 per sq. ft. of usable Commercial lot platted
Site Plan Review	$325.00 plus costs ($1,000.00 escrow)
Site Plan Review Financial Surety (Commercial/Industrial)	125% of estimated cost of site improvements (driveway, parking and loading areas)
Text Amendment	$275.00
Vacation Request	$275.00 plus costs
Variance Request	$325.00 plus costs
Wetlands Replacement Plan Review	$500.00
Zoning Permits	$80.00
Zoning Verification Letter	$30.00

Police Department

Administrative Citation	$60.00
Alcohol Screening	$3.00 per time or $75.00 per year
Chemical Disposal (small amount)	Cost of Disposal
Chemical Disposal (large Amount)	Cost of Disposal
Cleaning of Crime Scene	Cost of Cleanup
Copy of Photo	$5.00
Copy of Police Report	$.25 per page, plus tax
Copy of Video/Audio/DVD	$25.00
Fee for Returned Check listed under Administration	
Fingerprinting	$15.00 per non-resident or non-Isanti business, $ 0.00 for Isanti resident or business
Parking Ticket	$20.00
Police Records Search	$35.00
Professional Hire of Police Office	$50.00 per hour
Reschedule Hearing on Administrative Citation	$50.00
Storage Fees	$20.00 per day
Towing	As per towing contract fee schedule
Unjust Hearing	150% of cost of hearing

Sewer and Water Department

Delinquent Posting Notice Fee	$15.00
New Construction:	
Meter (5/8 & 3/4 inch)	**Cost included in permit fee**
Meter (larger, > 3/4 inch, diameter)	**Cost minus $285.00**
Replacement:	
Meter (5/8 & 3/4 inch)	
Head	**$80.00**
Body	**$230.00**
Meter (larger, > 3/4 inch, diameter)	**Cost plus $25.00**
Meter Replacement Administrative Fee for Non-Compliance	$75.00/month
Private Metered Water Sales	
a. Meter Deposit	$1,200.00 (refundable deposit)
b. Backflow Preventer Deposit	$800.00 (refundable deposit)
c. $10.00 minimum and up to 1st 1000 gallons; as per rate study per/1,000 thereafter	
Private Well Water Testing	$90.00
Sewer Access Fee (SAC)	$4,306.00 per unit based on REC assessment
Sewer Rates	Per City Code Chapter 260
Storm Water Rates	Per Ordinance No. 569
Trunk Utility Charge	$1,000.00 if more than one unit based on REC schedule $2,050.00 per Commercial/Industrial acre
Unpaid Water and Sewer	$5.00 per month
Water Access Charge (WAC)	$3,677.00 per unit based on REC assessment
Water Disconnect	$50.00
Water Reconnect	$50.00
Water Meter Testing	1 Hour Public Works Staff plus Costs
Water Rates	Per City Code Chapter 325

Street Department

Bobcat/Tractor Charge with Operator	$100.00 per Hour
Collector Street Fee	$9,000.00/Usable Acre in Area in NE quadrant of CSAH 5 and TH 65
Labor	$50.00 per Hour
Magikist Line Thawer with Operator	$100.00 per Hour
Mow Charge with Operator	$90.00 per Hour
Sidewalk Snow Removal	$30.00
Street Cut Permit	$1,200.00
Weed Whip Charge with Operator	$75.00 per Hour

MINNESOTA WARN RATES- Equipment Charges Are Per Hour with Operator

	Business Hours	Non-Business Hours
Road Grader with Wing, Dump Truck with Snowplow and Wing, Wheel Loader	$160.00	$180.00
Self-propelled Broom, Air Compressor with Accessories and Pickup, Pickup, One Ton	$90.00	$110.00

Trucks, Rollers, Tractors		
Sewer Jet Rodding Machine, Vactor with Pickup (Each Requires Two Operators) There is an additional charge of $.35 per lineal foot for sewer cleaning.	$135.00	$145.00
Single Axle Truck, Street Sweeper, Single Axle Dump Truck with Snowplow, Brush Hog	$125.00	$145.00
Six Inch Pumps with Engine	$75.00	$95.00
Skidsteer, Self-propelled Mower/Snow Blower/ Broom Attachment, Small Trencher	$90.00	$105.00
All Other Equipment Such As Chain Saw, Push Mower, Snow Blower and Weed Whips	$75.00	$95.00

Fire

Fire Extinguisher Service Deposit Fee	$25.00 (refundable)
Fire Extinguisher – Administrative Fee	$3.00

This resolution was duly adopted by the Isanti City Council this 3rd day of May, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Donald C. Lorsung
City Administrator/Deputy City Clerk

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of City Council**

From: Josi Wood, Public Services Director/ Assist. City Admin

Date: May 3, 2016

Subject: Resolution to Approve Proposal from Bolton and Menk, Inc. for Engineering Services for Proposed Replacement of 1st Ave NW and City Hall Sidewalks

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Background:
It was determined that the sidewalk along the East side of 1st Ave, as well as the curb and gutter, are deteriorating and a cause for concern. It was also determined that the concrete in front of city hall has heaved creating multiple tripping hazards and is deteriorating. Bolton and Menk were on site to view the scope of the work the City is looking for. They have submitted a proposal which will include what type of work will be necessary to determine what is needed to replace these areas. Their proposal is attached.

Finance Committee Recommendation:
The Finance Committee discussed and recommended to move forward with the proposal to determine the necessary work of this project as provided by Bolton and Menk, Inc's proposal and to include this project in 2017 budgeting. The recommendation was to allocate funds from Streets (43100), Engineering (303).

Requests:
Staff is looking for action on this item.

Attachment:

- Proposal from Bolton and Menk, Inc._dated 4.16.16

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING ENGINEERING SERVICES FOR PROPOSED REPLACEMENT OF 1ST AVE NW AND CITY HALL SIDEWALKS

WHEREAS, it was determined that the concrete sidewalk and gutter along 1st Ave NW and outside the front, North side, of City Hall is in deteriorating condition and in some places a safety concern; and,

WHEREAS, the Finance Committee determined that it would be in the best interest of the city to have Bolton and Menk, Inc. provide a proposal to investigate the scope of such a project; and,

WHEREAS, the proposal by Bolton and Menk, Inc. includes surveying the existing curb and gutter, create plan sheets, prepare a project cost estimate, create bid documents and perform project administration in the amount, not to exceed, $4,800.00; and,

WHEREAS, the Finance Committee determined that it would be in the best interest of the city to move forward with the proposal by Bolton and Menk, Inc. for the fee they provided and the funding would be Streets, Engineering; and,

WHEREAS, the Finance Committee also suggested that the work should be included in 2017 budgeting; and,

WHEREAS, the funding source would be from Streets – Engineering (303) in the total amount of $4,800.00;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the proposal by Bolton and Menk, Inc. to determine the scope of the work to replace the sidewalks along 1st Ave NW and outside of City Hall in the amount, not to exceed, $4,800.00.

Adopted by the Isanti City Council this 3rd day of May, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung
City Administrator/ Deputy City Clerk

(SEAL)

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: April 12, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Engineering Proposal for 1st Ave NW Curb & Sidewalk Replacement
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the proposed curb and sidewalk replacement work.

The proposed project would replace the existing concrete curb and walk on the east side of 1st Avenue NW from Isanti City Hall to Main Street W. It would also include replacing the settled concrete at the City Hall main entrance and reconstruct the pedestrian ramps to meet current ADA standards.

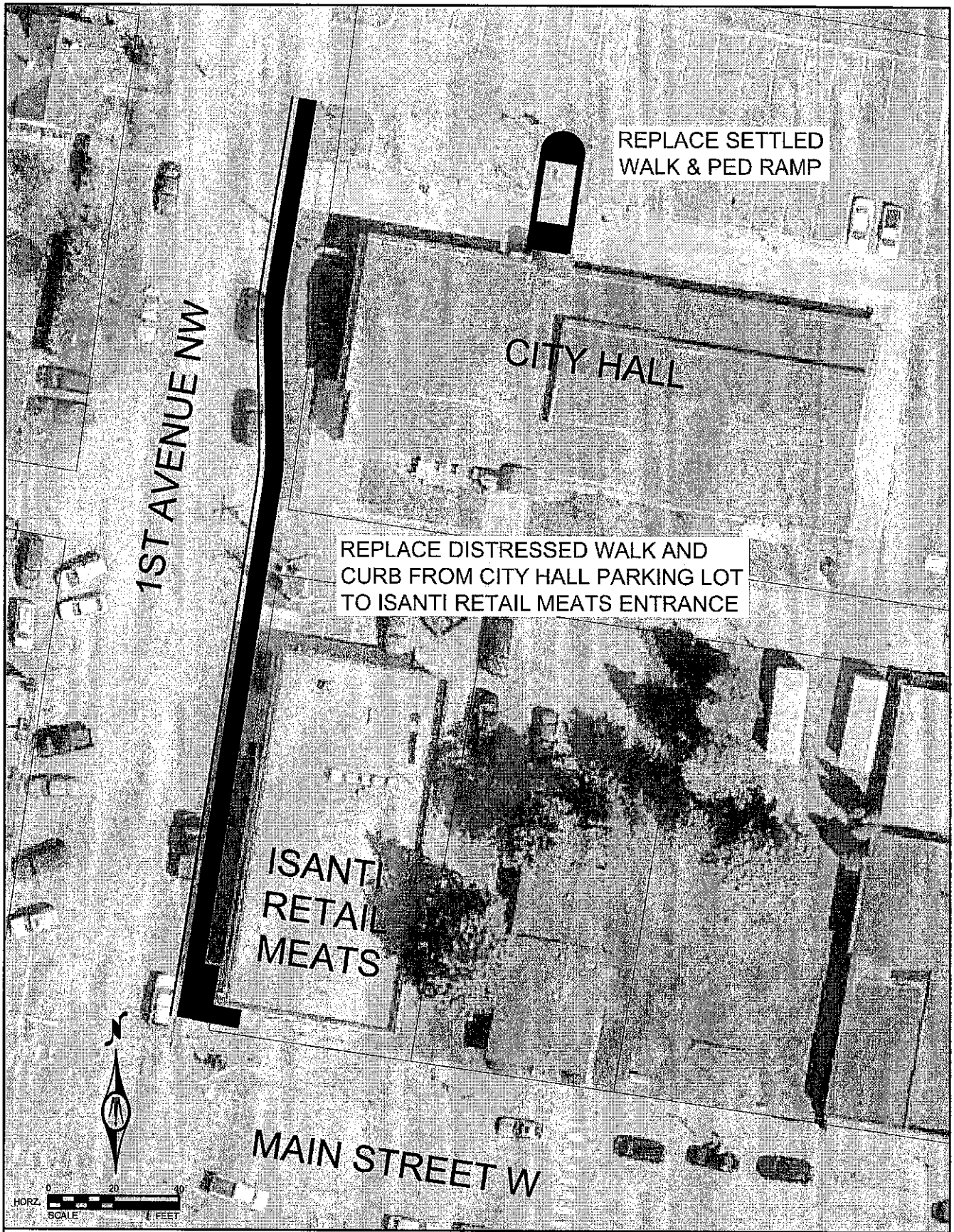
The existing curb and sidewalk are in a deteriorated condition and in need of replacement and the settled walk is becoming a tripping hazard.

Our scope of work will include the following:

- Survey the existing curb & gutter.
- Create plan sheets depicting the areas in need of replacement.
- Prepare a project cost estimate.
- Create bid documents.
- Perform construction administration and full time field inspection.

We propose to complete the described scope of work for an hourly, not to exceed, fee of $4,800.

Thank you for the opportunity to present this proposal. Please contact me at (612) 756-1032 if you have any questions or need additional information.



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

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CITY OF ISANTI
1ST AVENUE CURB & WALK REPLACEMENT
LOCATION MAP

APRIL, 2016

FIGURE NO. 1

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: May 3, 2016

Subject: Acceptance of Planning Commissioner Cindy Lind-Livingston's Resignation and Approval to Advertise for an Open Positon on the Planning Commission.

Background

Planning Commissioner Cindy Lind-Livingston has provided a letter of resignation. The Planning Commission will now have a vacant seat. Staff is requesting authorization to advertise for the open board seat.

Attachments:

- Resolution 2016-XXX
- Resignation letter from Cindy Lind-Livingston dated April 12, 2016

RESOLUTION NO. 2016-

RESOLUTION TO ACCEPT PLANNING COMMISSION MEMBER CINDY LIND-LIVINGSTON'S RESIGNATION

WHEREAS, Ms. Cindy Lind-Livingston was appointed by the City Council to serve as a member of the Planning Commission for a term that that expires on December 31, 2017; and

WHEREAS, Ms. Lind-Livingston has served written notice to resign as a member of the Planning Commission.

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

1. That Ms. Cindy Lind-Livingston's resignation as a member of the Planning Commission is hereby approved.
2. That Staff is hereby directed to advertise in the City official paper and post notice to fill the vacant board seat.

This resolution was duly adopted by the Isanti City Council this 3rd day of May 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator

Roxanne Achman

From: Lind, Cindy (MDH) <cindy.lind@state.mn.us>
Sent: Tuesday, April 12, 2016 2:38 PM
To: Roxanne Achman
Subject: Planning Commission

Good Afternoon Roxanne,

I have been thinking long and hard about resigning from the Planning Commission and decided that it is time. I have conflicting commitments and feel that I need to simplify my schedule.

Please consider this my resignation. I apologize for the short notice before the meeting.

I appreciate the opportunity to serve.

Thank you.

Cindy Lind Livingston
508 Hillock Court NW
Isanti, MN 55040

K.5.

A Community For Generations.

Isanti

Request for City Council Direction

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: May 3, 2016

Subject: Consider Resolution Awarding Contract for Historical Downtown Directional Sign Update to Signs By Jill

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Background:

City Staff worked with KJD Signs (Ken Drilling) and Pillar Signs and Graphics (Jill Reller) in 2012 to erect an information/directional sign at the intersection of 1st Avenue and Heritage Blvd. The sign was well received but is in need of major updates. The EDA reviewed this item in April 2016 and agreed that updates were needed and made some recommendations highlighted below. All of the recommendations have been inserted into the attached and have been approved by President Wimmer and Staff. There are several layers to the quote provided by Signs by Jill (Jill Reller) which include additional panel and the removal and installation of the new sign. Staff is asking for the City Council to consider the options and to recommend a course of action with the proposed sign update.

EDA Recommendation at 4/5/16 meeting:

Motion by Lundeen, second by Hallberg to recommend the following for acceptance by the City Council:

1) Remove the Train logo and lower 1st Avenue and arrow.
2) Rework verbiage on sign to make it larger (more readable) with additional space created by removal of train and 1st Avenue information.
3) Redo Farmer's Market with seasonal verbiage.
4) Incorporate the City logo and potentially the blue city logo into sign to blend with the existing community billboard.

5) Send revised options reviewed by Staff and President Wimmer and cost directly to the City Council for approval to get sign done before farmers market season begins.

Action Requested:

Consider adoption of Resolution Awarding Contract for Historic Downtown Directional Sign to Signs By Jill

Attachments:

1) Resolution 2016-___ Awarding Contract for Historic Downtown Directional Sign Update to Signs By Jill

RESOLUTION 2016-___

A RESOLUTION AWARDING CONTRACT FOR HISTORICAL DOWNTOWN SIGN UPDATE TO SIGNS BY JILL

WHEREAS, Historic Downtown Isanti is an important component to the success of the City of Isanti as a whole,

WHEREAS, the verbiage of the sign has become dated and is in need of replacement; and

WHEREAS, one of the original vendors, Signs by Jill, has provided a quote and proof (attached hereto) the includes manufacturing the sign ($665.00), manufacturing temporary panels ($220.00), and removal and installation of the sign ($200.00) totaling $1,085; and

WHEREAS, the new sign will include a permanent farmers market section and a place to market other community events if desired.

WHEREAS, the funding for this project would come from EDA Marketing 495 Fund.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize purchase and installation of the Historical Downtown Directional Sign in an amount not to exceed $1,085.00.

This Resolution hereby approved by the Isanti City Council this 3rd day of May 2016.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

Signs by Jill

Sign Artist Since 1979

Signs by Jill
Jill Reller
227 Richard Ave SE
Isanti, MN 55040

Quote

City of Isanti
110 1st Ave NW PO B 428
Isanti, MN 55040

Date	Estimate #
4/23/2016	447

Description	Qty	Rate	Total
8' H x 4' W double sided sign for "Historic Downtown" Arrow area, list of business types & City logo All high performance 10 year vinyl as per layout	1	665.00	665.00
18" H x 48" W ACP panels that may be changed though out the year like the "farmer's Market" panel shown in the layout. (They would range from $95 - $150 each - depending on graphics and artwork)	2	110.00	220.00
Remove existing sign and install new double sided sign its in place. This would include the mounting hardware for the two changeable panels on each side. The original sign panel would be left for the City to use as needed.	1	200.00	200.00

Subtotal	$1,085.00
Sales Tax (6.875%)	$0.00
Total	$1,085.00

Thank you for the opperutnity to work with you.
Please contact me if you have any questions about this estimate.

612-242-3292

Jill@SignsByJill.com

SignsByJill.com

4'

8'

HISTORIC DOWNTOWN →

City Hall Shopping
Post Office Food
Professional Services
Community Center

Street Dance
The Cars
SATURDAY 7PM - 11PM

FARMERS MARKET ISANTI FAMILY
FARMER'S MARKET
MAY-SEPT FRIDAYS 2PM - 6PM

West side

changeable 18" x 44" signs

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: May 3, 2016

Subject: **Consider Acceptance of Donation of Parcel in Redevelopment TIF District No. 9**

Background:

Staff has been working the PDL Properties, LLC to donate 100 Dahlin Ave NE to the City of Isanti for redevelopment. City Staff and PDL Properties, LLC need to execute a purchase agreement and and deed of transfer to complete the transaction. Staff has completed the review of the Phase one Environmental and pre-demolition survey as directed by the City Council on April 5, 2016. Upon review of the documents provided by Carlson McCain it is staff's recommendation to move forward with acceptance of the donation and to execute the necessary documents to obtain the real estate at 100 Dahlin Avenue NE. In order to complete the transaction the City Attorney will need to draft the necessary documents and potentially close the property transaction. The intent of this acquisition is to facilitate redevelopment of this parcel which is consistent with the mission of TIF District No. 9 which includes the demolition, site preparation and marketing of property.

City Council Action:

Consider Adoption of Resolution 2016-XXX Acceptance of Donation of Parcel in Redevelopment TIF District No. 9

Attachment:

1) Resolution 2016-XXX Acceptance of Donation of Parcel in Redevelopment TIF District No. 9

RESOLUTION 2016-___

Acceptance of Donation of Parcel in Redevelopment TIF District No. 9

WHEREAS, Parcel No. 16.047.0120 commonly known as 100-102 Dahlin Avenue NE (The "Property") is located in Redevelopment TIF District No. 9; and

WHEREAS, the Property is in poor condition and there are many repairs needed to make it a marketable building for business use; and

WHEREAS, Staff has been in contact with PDL Properties LLC, the owner of the Property and the owner has expressed a willingness to donate the Property to the City of Isanti at a nominal cost; and

WHEREAS, the City of Isanti has completed an environmental review and pre-demolition survey authorized on April 5, 2016 and has determined that there are no obvious environmental concerns; and

WHEREAS, a Purchase agreement will need to be drafted, and executed to define the terms of the donation;

WHEREAS, it is the intention to raze the structure and to facilitate redevelopment on the Property.

WHEREAS, authorization is needed by the City Council to acquire the Property.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize the City Attorney to draft the purchase agreement and deeds of conveyance necessary to accept the donation of the Property to the City of Isanti and to authorize the Mayor and City Administrator to execute documents and to pay for the City share of closing costs.

This Resolution hereby approved by the Isanti City Council this 3rd day of May 2016.

Attest: _____ Mayor George A. Wimmer

_____
Donald C Lorsung
City Administrator/City Clerk

(SEAL)

A Community For Generations.

Isanti

K.7.

MEMO

To: Mayor Wimmer and City Council

From: Sean M. Sullivan, Economic Development Director

Date: May 3, 2016

Subject: Consider Resolution Enter into Contract with Journal Communications to Advertise in Business Climate and MN DEED Publication

---

Background:

Last year the City of Isanti took advantage of an advertising opportunity to coordinate with the Department of Employment and Economic Development. DEED has contracted with Journal Communications to produce a Minnesota Economic Development Magazine. This magazine will be brought to trade shows in and out of state by DEED and will be a part of its marketing plan. The magazine will also be used by DEED in direct mails to potential prospects. In addition to the print publication it is also online at www.businessclimate.com . DEED has a three year contract with this marketing group and delivery of the magazines is estimated to be in October of each year.

In order to continue to extend the scope of marketing for the City of Isanti it would be a good idea to get some exposure nationally and enhance the web presence. Staff has met with representatives from Connexus Energy and that asked if they could partner with the city showcase financial incentives they have regarding energy use and attach a logo to the City ad like last year and they are committed to a 50% cost share. Staff is recommending we partner with Connexus again and get a similar size ad. The total ad cost will be $5,895 with the City being responsible for $2,947.50 which is $212.50 less than last year.

The articles for the Minnesota publication will be determined by DEED and will accentuate our state and its advantages of locating and doing business here. Staff is in the process of hiring an intern that will assist in creating new marketing materials and the creation of the ad for this publication.

Requested Action:

Consider Resolution to Enter into Contract with Journal Communications to Advertise in Business Climate and MN DEED Publication.

Funding Source:

EDA Marketing 495 fund - $2,94,7.50 (item in 2016 EDA budget for $3,160)
Connexus Energy - $2,947.50

Attachment:

A) Resolution 2016-___ Enter into Contract with Journal Communications to Advertise in Business Climate and MN DEED Economic Development Publication
B) Media Packet Information for Business Climate

RESOLUTION 2016-____

RESOLUTION TO ENTER INTO CONTRACT WITH JOURNAL COMMUNICATIONS TO ADVERTISE IN BUSINESS CLIMATE AND MN DEED ECONOMIC DEVELOPMENT PUBLICATION

WHEREAS, the City of Isanti needs to expand its marketing to include more, local, internet and national venues; and

WHEREAS, Staff has met with Journal Communications and Connexus Energy and has agreed upon utilizing a Full Page Ad with Premier Placement in the Energy Section that has a cost not to exceed $5,895; and

WHEREAS, the City of Isanti EDA has budgeted $3,160 for this item in the 2016 budget but will only need to expend $2,947.50; and

WHEREAS, the Connexus Energy has committed to fund $2,947.50 of the full page ad and agrees to reimburse the City of Isanti for its portion of the ad; and

WHEREAS, Staff will work with Journal Communications and MN DEED to develop the ad and to procure copies of the written publication for City use.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, authorize Economic Development Director Sullivan to enter into the attached contract and to fund advertisement in from EDA marketing Fund 495 initially in the amount of $5,895 with Connexus reimbursing the City of Isanti for $2,947.50 of its cost for shared advertisement.

This Resolution hereby approved by the Isanti City Council this 3rd day of May 2015.

Attest: _____ Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

JOURNAL COMMUNICATIONS
CUSTOM MEDIA. CUSTOM CONTENT.

REMIT TO: 725 Cool Springs Blvd., Suite 400 • Franklin, TN 37067
(615) 771-0080 • (800) 333-8842 • Fax: (615) 296-0461

ADVERTISING CONTRACT/INVOICE

This is an order and authorization to secure advertising space with Journal Communications Inc. All advertising orders are accepted subject to the terms and provisions of this contract and/or the current pricing.

PUBLICATION: BUSINESSCLIMATE MINNESOTA THRIVING IN THE NORTH — Rev. 7/14

Issue: ■ 2017 V.2 ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____ ❑ _____

Materials Deadlines: 5/26/16 _____ _____ _____ _____ _____

Note: If materials are not received by this deadline, we will produce an ad containing company name and address to be inserted in contracted space. See Terms and Conditions on reverse side of Contract.

BILL TO: ■ ADVERTISER/CLIENT

Company Name: City of Isanti
Street Address: 110 1st Ave. NM
City/State/ZIP: Isanti, MN. 55040
Billing Address: Same as above
City/State/ZIP: _____
Contact ■ Mr. ❑ Ms. Sean Sullivan (Name)
Phone (763) 444-5512 Fax ( )
Email: Ssullivan@cityofisanti.us
Web Address: Www.cityofisanti.us

Product/Service ▸ Government
History ▸ Renewal Status ▸ Member

TRAVEL PUBLICATIONS

Section/Category ▸ Select One

BILL TO: ❑ AGENCY/OTHER P.O./I.O. # _____

Company Name _____
Billing Address _____
City/State/ZIP _____
Contact ❑ Mr. ❑ Ms. _____ (Name)
Phone ( ) _____ Fax ( ) _____
Email _____
Web Address _____

PRINT AD SUBMISSION INFORMATION (see reverse for guidelines)

- ❑ **Digital Ad** – Provided print ready by Advertiser/Agency (Please reference the Publication Digital Submission Form*.)
- ■ **JCI Set Ad** – Original/Formatted Ad produced by Journal Communications Inc. (Required ad materials include text, art, and layout. Please reference our Digital Submission Form* if submitting files digitally.)
- ❑ **Repeat As Is** – from past JCI Publication (Files from JCI are kept on file for one year from publication date.)
- ❑ **Repeat with Changes** – Changes must be submitted in writing (Changes cannot be made to an ad that was submitted print ready the previous year.)

Instructions:

ONLINE AD SUBMISSION INFORMATION

- ❑ **Digital Ad** – Provided print ready by Advertiser/Agency (Please reference the Publication Digital Submission Form*.)
- ■ **JCI Set Ad** – Original/Formatted Ad produced by Journal Communications Inc. (Required ad materials include text, art, and layout. Please reference our Digital Submission Form* if submitting files digitally.)
- ❑ **Repeat As Is** – from past JCI Publication (Files from JCI are kept on file for one year from publication date.)
- ❑ **Repeat with Changes** – Changes must be submitted in writing (Changes cannot be made to an ad that was submitted the previous year.)

Instructions:

NOTES

Please submit files to ads@jnlcom.com (No proof will be provided for print-ready files).
Visit ads.jnlcom.com for digital submission form, ad worksheets and specifications.

AD SPACE

Ad Type ▸ Integrated Media Package
Number of Issues ▸ 1

OFFICE USE ONLY Order#

	PER ISSUE	TOTAL
PRINT		
• Ad Size ▸ Full Page	$ 4,695.00	$ 4,695.00
Print Paid Location: Facing Energy/Technology	$	$ 0.00
Print Paid Location:	$	$ 0.00
• Ad Size ▸ Select One	$	$ 0.00
Print Paid Location:	$	$ 0.00
Print Paid Location:	$	$ 0.00
❑ Direct Marketing (DM Addendum)	$	$ 0.00
❑ Map Sponsorship	$	$ 0.00
ONLINE		
• Ad Size ▸ Leaderboard	$ 1,200.00	$ 1,200.00
Paid Placement: Home Page Top		
Video:		
• Ad Size ▸ Select One	$	$ 0.00
Paid Placement:		
• Ad Size ▸ Select One	$	$ 0.00
Paid Placement:		
• Ad Size ▸ Select One	$	$ 0.00
Paid Placement:		
• Ad Size ▸ Select One	$	$ 0.00
Paid Placement:		
• Ad Size ▸ Select One	$	$ 0.00
Paid Placement:		
Video:		
❑ **Additional Advertising Listing**	$	$ 0.00
Advertiser:		
URL:		
❑ **Additional Advertising Listing**	$	$ 0.00
Advertiser:		
URL:		
❑ **Listings Total (Attach Listing Addendum)**	$	$ 0.00
SUBTOTAL		$ 5,895.00
Other: 25 print magazine included in rate	$ 0.00	$ 0.00
Other:	$	$ 0.00
Other:	$	$ 0.00
Other:	$	$ 0.00
Shipping & Handling # of Magazines:		$ 0.00
TOTAL CONTRACT DUE		$ 5,895.00
Less Payment w/Contract		$
BALANCE DUE		$ 5,895.00

OFFICE USE ONLY

Account #: _____
Entered by: _____ Sales Rep #: 183
Check Date: _____ Check #: _____
Check Amount: _____

****Payment required with Contract:**

Enter a minus sign if a number is to be deducted

50% due upon acceptance of Contract
Remaining balance will be billed upon publication in: 100% due by 5/26/2016

I have read and agree to the terms and conditions on the reverse side of this document.

X _____
Authorizing Signature (please sign) Title Signature Date (required)

_____ 4/28/2016
Sales Rep Signature Signature Date

TERMS

NET 20 DAYS FROM DATE OF INVOICE. Rates are net unless otherwise indicated. Finance charge at a MONTHLY RATE of 1.5% is added to contracted balance if unpaid for 30 days. This is an annual percentage rate of 18%.

CONDITIONS

This is an order and authorization to secure advertising space with Journal Communications Inc. In the event the Advertiser or Agency needs to cancel the contracted advertising space, the Advertiser or Agency is required to submit written notice of cancellation within 7 days of contract, via certified mail, to Publisher.

In the event the Advertiser or Agency fails to adhere to the deadline for submitting ad materials as stated, Publisher will run a previous ad or run the Advertiser's name and address in the space committed for.

Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable to Publisher. It is further agreed that the Agency and/or Advertiser will pay a reasonable collection/ attorney's fee in the event that it is necessary to place this account in the hands of a collection agency/attorney for collection for any reason. Venue for any disputes arising hereunder shall be at Williamson County, Tennessee. Tennessee Law shall govern all provisions of this contract. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder.

Publisher may look to either Agency or Advertiser for payment. Payment by Advertiser to Agency does not alleviate obligation of Advertiser to Publisher for payment in full. The Publisher is not responsible for any errors in type set by the Publisher for advertisements that have been proofed and approved by the Advertiser or its Agency.

PROOFING POLICY

A PDF color proof will be emailed for approval prior to publication for all original ads. Changes requested by the Advertiser and/or Agency on this proof will be provided at no charge, and a second proof will be emailed if requested. ***Any changes requested by the Advertiser subsequent to the second proof will be billed for production time at an hourly rate (minimum $50).***

Journal Communications Inc. does not provide a proof for ads submitted digitally or as film. Ad content subject to Publisher's approval. It is understood the Advertiser and/or Agency has approved the material prior to its receipt. Publisher will conclude that the files are set up as Advertiser and/or Agency intends them to be produced and we will output the ad as supplied. Publisher is not responsible for the final quality of the ad. If there is a pre-press problem with the submitted digital file, any extra charges incurred will be billed to the Advertiser and/or Agency with a detailed explanation of the problem.

PRODUCTION SPECIFICATIONS

SUBMITTING A DIGITAL AD

For submitted digital files, our free services include checking Advertiser- and/or Agency-submitted files to ensure they meet our specifications for magazine printing. Journal Communications is not responsible for enhancing your digital files, resizing to match ad space purchased or proofreading for spelling and grammatical errors. The quality of submitted digital files is the responsibility of the submitter.

If files deviate from the size or specifications on the Digital Submission form, the files will be rejected and must be resubmitted. Please proof your ad carefully before submission. Resubmitted files will be subject to a $50 processing fee.

We do not provide a proof for ads we did not produce. It is understood that the files are set up as the Advertiser intended and were approved prior to submission to Journal Communications Inc.

Any extra charges incurred by Journal Communications Inc. due to problems with supplied files will be billed to the Advertiser with a detailed explanation of the problem.

ORIGINAL ADS

Journal Communications Inc. can assist in producing an original ad. Advertiser and/or Agency should provide a basic layout with all necessary materials to produce ad. The advertising salesperson will assist in this process. The ad created by the JCI Ad Production belongs to the Publishers. The ads can be purchased for an additional $300.

Journal's Ad Production division provides basic typesetting and design services for original ads free of charge. **These do not include services that an advertising agency would provide.** Journal Communications' free basic typesetting and design services include:

- typing customer-provided text
- choosing a visually pleasing, professional font
- placing a logo and/or photos in a box in a layout program
- adding a customer-provided color to an ad

Custom production work, such as cleaning up rough logos, resetting logos, drawing maps and outlining photos, can be performed at an extra charge. Custom work is billed at $75/hour.

Custom photo work, such as feathering, fading or custom edging, can be performed at a fixed rate per photo.

Please note: All charges/rates listed are subject to change.

FORMATTED ADS

- All ads produced by the Publisher are formatted in the style approved by the magazine client.
- Visit ads.jnlcom.com for specifications and submission guidelines.
- A low-resolution color PDF proof will be emailed prior to publication.
- Custom production work available at an hourly rate of $75/hour.

Please note: All charges/rates listed are subject to change.

ONLINE ADS

- Visit ads.jnlcom.com for submission guidelines.

LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

ACCOUNTS PAYABLE CONTACT

Contact Name _____

Billing Address _____

_____

Phone # _____

Email _____

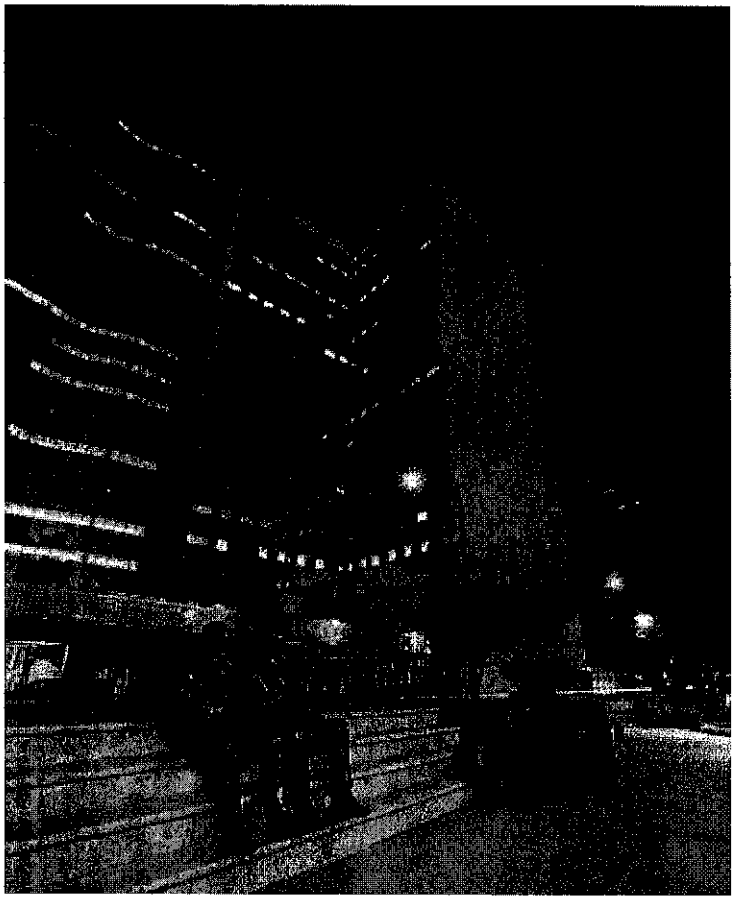
Notes

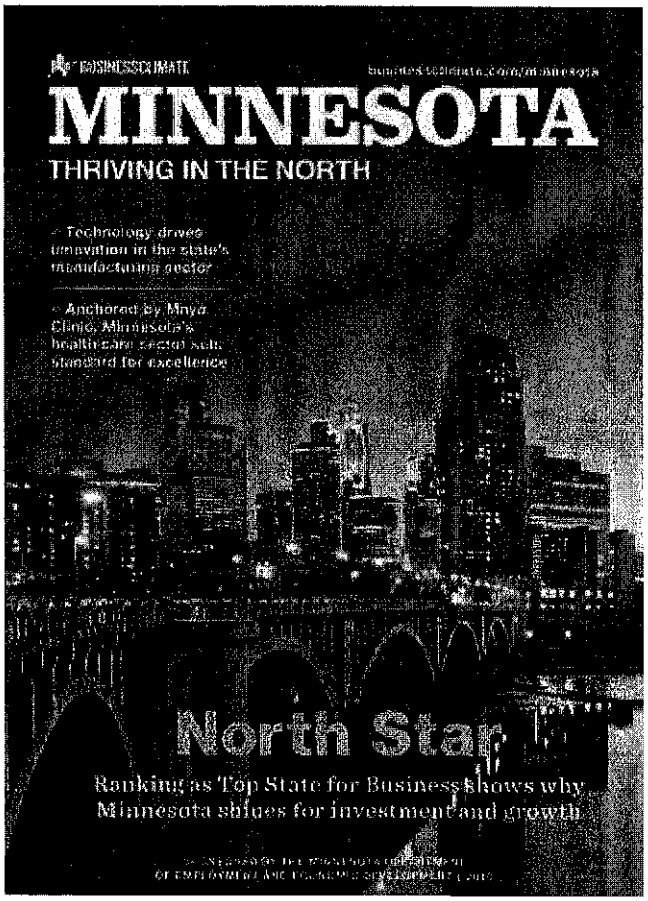
BUSINESSCLIMATE

MINNESOTA

THRIVING IN THE NORTH

» PRINT
» WEB
» DIGITAL
» MOBILE





SPONSORED BY THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT | 2017

BUSINESSCLIMATE

MINNESOTA

THRIVING IN THE NORTH

Dear Business and Community Leaders,

We are pleased to announce that the Minnesota Department of Employment and Economic Development (DEED) will collaborate with Journal Communications and BusinessClimate.com to publish the 2nd Annual *Minnesota: Thriving in the North* magazine.

The annual print magazines have reached thousands of corporate executives and site selection professionals worldwide. In addition, our online presence at BusinessClimate.com has seen an increase of 155% in traffic since 2014 and nearly 400 million impressions thanks to aggressive content, social media and linking strategies.

Distribution of the upcoming edition will include target industry decision makers, site selectors, corporate real estate professionals, talent prospects, and economic development and government partners. In addition, the Minnesota DEED and its offices utilize the magazine as a primary marketing tool at events, tradeshows, and meetings both locally and globally. The print magazine is accompanied by a companion website and digital version of the magazine viewable online and on mobile devices. This provides magazine advertisers with year-round exposure on multiple media platforms.

View the digital magazine at www.businessclimate.com/minnesota to see how past advertisers have benefited from inclusion in the magazine and its corresponding online presence. For more information on how you can advertise in the upcoming magazine, please email sales@jnlcom.com or call (800) 333-8842 ext. 292.

Thank you for your continued support in this joint effort to promote Minnesota.

Sincerely,

KEVIN McKINNON
Deputy Commissioner Economic Development
Minnesota DEED

Minnesota
Department of Employment and Economic Development

BUSINESSCLIMATE

Enhance your business website with fresh content showcasing your area!
Go to businessclimate.com/minnesota and click on digital magazine.

EXECUTIVE SUMMARY

THE PROGRAM'S PURPOSE:

Recruit and attract new businesses to the area by reaching a highly targeted audience of site selectors, c-level executives, talent prospects and relocation professionals. We actively promote key topics, such as business climate, health, energy, transportation, technology and livability.

PROGRAM COMPONENTS:

- A newsstand-quality publication with engaging photography highlighting your business climate and quality of place.
- A digital magazine that's accessible on computers, tablets and mobile phones.
- BusinessClimate.com is an economic development and business portal that allows you to expand the reach of your brand.
- Livability.com is a national quality of place and relocation website that allows you to recruit talent.

DISTRIBUTION:

PRINT:

Print magazine that is distributed throughout the year by the Economic Development Corporation and additional channels, including:

- Direct mailings to site selectors, c-level executives and relocation professionals (law firms, CPA firms, realtors, etc.)
- Trade shows, Conferences and Events
- Commercial Real Estate Professionals (CCIM, SIOR)
- Major Employers
- Mailed to prospects inquiring about the region
- Regional Partners
- Recruitment
- Public Placement

ONLINE:

An inbound marketing model that consistently produces quality content on BusinessClimate.com and Livability.com drives readers back for more information. Includes:

- Search Engine Optimization (SEO)
- Social Media Campaigns (Facebook, Twitter, LinkedIn, etc.)
- Email Marketing
- Content Engagement Campaigns
- 155% increase in traffic since 2014
- 64% of our traffic comes from mobile devices

REACH:

This program reaches a targeted audience – site selectors, c-level executives and relocation professionals. The publication is also sent out to talent prospects who are looking for more information about the overall business climate and quality of place before relocating to the area.

IMPACT:

The publication allows the Economic Development Corporation, and surrounding communities, to be more effective at promoting the region's amenities. The program allows your organization to get in front of key decision makers earlier in the site selection process.

ADVERTISER ADVANTAGES:

RELATIVE EXCLUSIVITY:

A limited number of advertisers help increase your exposure.

COMPETITIVE ADVANTAGE:

Opportunities to be in front of new business prospects earlier in the decision-making process.

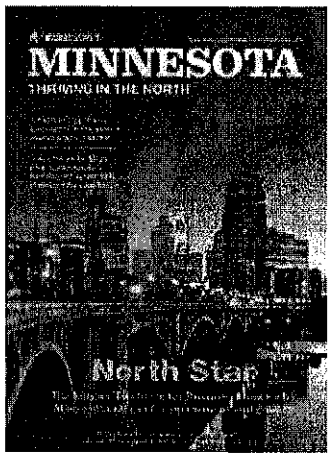
LINKABILITY:

Multiple links from the digital magazine and BusinessClimate.com route prospects back to your website.

MULTIMEDIA

Your Integrated Marketing Program

EXTEND YOUR BRAND ACROSS MULTIPLE PLATFORMS WITH THE BUSINESSCLIMATE.COM INTEGRATED MARKETING PROGRAM



HIGH-QUALITY PRINT MAGAZINE

- The Business Climate magazine mirrors national business publications in design and content to create a credible outbound marketing vehicle.
- Allows the region to be more effective at promoting key industries.

NATIONAL EXPOSURE

- Your content, including your advertisement, featured on BusinessClimate.com and Livability.com.
- Dedicated pages on BusinessClimate.com, a nationally recognized website, that spotlight innovative companies, entrepreneurs and business quality of life.
- Responsive design provides an optimal viewing and interactive experience.

INTERACTIVE DIGITAL MAGAZINE

- Digital representation of the print publication.
- Users have instant access to your magazine whenever they want and wherever they are.
- Links throughout the digital magazine help direct readers to more information.
- An effective tool to use in talent recruitment.

A Community For Generations.

Isanti

K.8.

MEMO

To: Mayor Wimmer and City Council

From: Sean M. Sullivan, Economic Development Director

Date: May 3, 2016

Subject: Consider Resolution Authorizing the Sale of Fill for Economic Development Activities in Corporate City Limits of Isanti

---

Background:

City Staff has been approached by Bjorkland Companies to purchase fill located at the Public Services Facility for use on an economic development project in the City of Isanti. The project requires a volume of fill not to exceed 4,000 yards which is priced at $3.00 per yard. Staff is asking the City Council to adopt the attached resolution approving the sale of fill to Bjorkland Companies and to put in place a policy for the sale of future fill for use in economic development activities in the Corporate City Limits.

Requested Action:

Consider adoption of Resolution 2016-XXX Authorizing the Sale of Fill for Economic Development Activities in Corporate City Limits of Isanti

Attachment:

1) Resolution 2016-XXX Authorizing the Sale of Fill for Economic Development Activities in Corporate City Limits of Isanti

RESOLUTION 2016-___

Authorization for Sale of Fill for Economic Development Activities in Corporate City Limits of Isanti

WHEREAS, the City of Isanti has approximately 4,000 yards of fill located at its public works facility; and

WHEREAS, the use of the fill has been determined to be used to assist in economic development related activities within the Corporate Limits of the City of Isanti; and

WHEREAS, the City of Isanti has been approached by Bjorkland Companies to purchase fill in an volume not to exceed 4000 yards at a price of $3.00 per yard for use in an economic development project located within the Corporate Limits of the City of Isanti; and

WHEREAS, proceeds of the sale of the fill at public works will be allocated equally to Public Works and the Economic Development departments.

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

1) The sale of fill to Bjorkland Companies for use in an economic development project within the Corporate City limits of Isanti in a volume not to exceed 4,000 yards at a price of $3.00 per yard.
2) Proceeds from the sale of all fill from public works to be allocated equally between the Public Works and Economic Development Departments
3) Future sales of fill at public works for economic development activities within the Corporate City Limits can be approved by the Finance Committee or the City Council

This Resolution hereby approved by the Isanti City Council this 3rd day of May 2015.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

CITY OF ISANTI

*Check Summary Register©

L.1.

April 2016

AP160402

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043880	ALLINA HEALTH SYSTEM	4/22/2016	$126.00
Paid Chk# 043881	BELLBOY CORPORATION	4/22/2016	$3,631.55
Paid Chk# 043882	BERNICK'S PEPSI-COLA	4/22/2016	$244.30
Paid Chk# 043883	CARLOS CREEK WINERY	4/22/2016	$552.00
Paid Chk# 043884	CDW GOVERNMENT, INC.	4/22/2016	$356.50
Paid Chk# 043885	CENTURYLINK	4/22/2016	$755.95
Paid Chk# 043886	DAHLHEIMER DISTRIBUTING CO	4/22/2016	$5,333.90
Paid Chk# 043887	ECM PUBLISHERS, INC.	4/22/2016	$172.95
Paid Chk# 043888	JOHNSON BROTHERS LIQUOR	4/22/2016	$5,564.11
Paid Chk# 043889	KAWALEK TRUCKING	4/22/2016	$144.20
Paid Chk# 043890	LAKES GAS CO.	4/22/2016	$225.56
Paid Chk# 043891	MCDONALD DISTRIBUTING CO.	4/22/2016	$4,503.55
Paid Chk# 043892	MENARDS - CAMBRIDGE	4/22/2016	$143.54
Paid Chk# 043893	METAL COATING&MFG.CO.	4/22/2016	$55.00
Paid Chk# 043894	MJL CONTRACTING	4/22/2016	$6,230.00
Paid Chk# 043895	MVTL LABORATORIES, INC.	4/22/2016	$268.80
Paid Chk# 043896	NAPA AUTO PARTS	4/22/2016	$86.29
Paid Chk# 043897	NORTHLAND LANDSCAPING	4/22/2016	$358.00
Paid Chk# 043898	NORTHLAND TRUST	4/22/2016	$52,705.00
Paid Chk# 043899	PHILLIPS WINE & SPIRITS, INC.	4/22/2016	$4,474.66
Paid Chk# 043900	RED BULL DISTRIBUTION	4/22/2016	$72.00
Paid Chk# 043901	SELECTACCOUNT	4/22/2016	$25.32
Paid Chk# 043902	UNIVERSITY OF WISCONSIN-	4/22/2016	$995.00
Paid Chk# 043903	VIKING COCA-COLA BOTTLING	4/22/2016	$243.80
Paid Chk# 043904	WATSON CO., INC.	4/22/2016	$1,047.51
		Total Checks	$88,315.49

A Community For Generations

CITY OF ISANTI

*Check Summary Register©

April 2016

AP160403

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043905	ISANTI COUNTY RECORDER	4/28/2016	$46.00
Paid Chk# 043906	ISANTI COUNTY RECORDER	4/28/2016	$46.00
Paid Chk# 043907	ISANTI COUNTY SHERIFF	4/28/2016	$3,327.14
Paid Chk# 043908	7-UP BOTTLING	4/28/2016	$181.00
Paid Chk# 043909	ABDO, EICK & MEYERS, LLP	4/28/2016	$10,400.00
Paid Chk# 043910	ASSURANT EMPLOYEE BENEFIT	4/28/2016	$405.24
Paid Chk# 043911	BERNICK'S PEPSI-COLA	4/28/2016	$349.10
Paid Chk# 043912	BJORKLUND COMPANIES	4/28/2016	$140.42
Paid Chk# 043913	CANAL PARK LODGE	4/28/2016	$297.02
Paid Chk# 043914	CENTURY FENCE COMPANY	4/28/2016	$8,875.00
Paid Chk# 043915	CITY OF BRAHAM	4/28/2016	$2,013.57
Paid Chk# 043916	CITY OF CAMBRIDGE	4/28/2016	$2,363.22
Paid Chk# 043917	CITY OF SAINT PAUL	4/28/2016	$302.04
Paid Chk# 043918	CONNEXUS ENERGY	4/28/2016	$17,311.62
Paid Chk# 043919	CRYSTAL SPRINGS ICE	4/28/2016	$433.80
Paid Chk# 043920	DAHLHEIMER DISTRIBUTING CO	4/28/2016	$11,765.78
Paid Chk# 043921	DELTA DENTAL	4/28/2016	$3,206.45
Paid Chk# 043922	ECM PUBLISHERS, INC.	4/28/2016	$140.40
Paid Chk# 043923	EMERGENCY AUTOMOTIVE	4/28/2016	$501.66
Paid Chk# 043924	FASTENAL COMPANY	4/28/2016	$22.68
Paid Chk# 043925	FERGUSON WATERWORKS	4/28/2016	$762.00
Paid Chk# 043926	INNOVATIVE OFFICE	4/28/2016	$39.77
Paid Chk# 043927	ISANTI COUNTY AUDITOR-	4/28/2016	$1.65
Paid Chk# 043928	ISANTI COUNTY RECORDER	4/28/2016	$92.00
Paid Chk# 043929	ISANTI COUNTY SHERIFF	4/28/2016	$173.60
Paid Chk# 043930	ISANTI REDBIRDS	4/28/2016	$159.94
Paid Chk# 043931	ISANTI RENTAL	4/28/2016	$224.25
Paid Chk# 043932	JOHN HIRSCH'S	4/28/2016	$532.56
Paid Chk# 043933	KEEPRS, INC.	4/28/2016	$130.00
Paid Chk# 043934	KNIFE RIVER	4/28/2016	$36.75
Paid Chk# 043935	LEAGUE OF MN CITIES	4/28/2016	$53.20
Paid Chk# 043936	MCDONALD DISTRIBUTING CO.	4/28/2016	$13,543.95
Paid Chk# 043937	MENARDS - CAMBRIDGE	4/28/2016	$113.10
Paid Chk# 043938	MIDWEST HOSPITALITY SOLUTI	4/28/2016	$210.49
Paid Chk# 043939	MINNESOTA DEED	4/28/2016	$1,498.62
Paid Chk# 043940	M-R SIGN CO., INC.	4/28/2016	$62.45
Paid Chk# 043941	NAPA AUTO PARTS	4/28/2016	$11.70
Paid Chk# 043942	NOREEN, DUSTEN	4/28/2016	$7.68
Paid Chk# 043943	PAUSTIS & SONS	4/28/2016	$781.00
Paid Chk# 043944	PERFORMANCE DOCK	4/28/2016	$11,639.00
Paid Chk# 043945	POSTMASTER	4/28/2016	$3,263.85
Paid Chk# 043946	RJM DISTRIBUTING, INC.	4/28/2016	$274.75
Paid Chk# 043947	ST. LOUIS MRO, INC.	4/28/2016	$22.50
Paid Chk# 043948	ST.PAUL STAMP WORKS	4/28/2016	$37.50
Paid Chk# 043949	STAPLES ADVANTAGE	4/28/2016	$568.81
Paid Chk# 043950	TAPES PLUS ADVERTISING	4/28/2016	$250.00
Paid Chk# 043951	VIKING COCA-COLA BOTTLING	4/28/2016	$178.40
Paid Chk# 043952	WATSON CO., INC.	4/28/2016	$1,397.75
		Total Checks	$98,195.41

City of Isanti

Gross Payroll	84,900.88
Social Security & Medicare	4,744.92
Public Employees Retirement	8,124.98
Total City Expense	97,770.78

Pay Date 4-22-2016

Pay Period 9 (4/3-16/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
February 23, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Members Absent:	Jamie Bergwick (Gave Prior Notice)
Staff Present:	Josi Wood, Public Services Director

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Wimmer to approve the February 23rd 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from January 26, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Tot Lot Equipment Discussion

Wood stated that the bottom slide portion of the Tot Lot Slide had been identified by the Subcommittee to be addressed with a new piece as prioritized item #2 on the replacement list. Wood stated as she had mentioned previously, the equipment was approximately 17 years old and the exact slide piece was not available but the playground representative had found a comparable piece that should work. Wood stated the piece was ordered but staff found that it would not work with the line up of the holes and the new piece was ¾ inches larger than the old. Wood stated she did ask the playground representative an estimate for the remainder of the slide. He was going on vacation but gave a rough estimate of $3700.00. He would get a more accurate number when he returns in a week. Wood stated she had other discount playground equipment to review by the Board because it may not be cost effective to purchase a new slide when there are other equipment pieces broken and more would probably come as the equipment continues to age.

Zdon asked if we would get a credit.

Wood stated the rep didn't know at that time. Wood stated later she would work to get a credit towards other items we purchase through them.

Other discussion on the return and why the equipment would not work and the playground company.

Wimmer asked how much was set aside for park equipment.

Wood stated $10,000 [staff stated that incorrectly, the number allotted for park equipment reserves in the 2016 budget was $7500.00].
Wimmer stated it would be approximately 40% of the total funds for one slide.

Discussion was held on whether the slide was a safety hazard. It was determined that it was not. Also, there was discussion on the sale price full sets of equipment in comparison.

The Board asked to get more information brought back to the next meeting.

4. Compost Site Discussion

Wood stated the compost site potential hours will go to Council next Wednesday. Also to have an attendant staff the site. All of the funds to reopen the site was approved in the 2016 budget.

Zdon asked if we would be hiring someone to do this.

Wood stated yes. That is going to Council as well. Wood described how the hours and days would work out under the Union contract.

Garvey asked if we have questions on the hours we should go to Council.

Wood stated yes.

5. Updates

Street Dances

Wood stated that the street dance dates are in place. The city has the backup venue for July and August at the Isanti Indoor Arena. The RR BMX has races the full weekend during the street dance date in June.

PRC Marketing

Wood stated that staff had been working hard to promote and market the many PRC programs and events the city has to offer. These include PRC Parks Brochure, Many Faces City Article Portion, STEAM, and Community Education Brochure. Wood explained the different marketing opportunities.

Community Garden

Wood stated the community garden is moving right along. Staff is waiting for more of the ground to thaw. Registration for plots was open effective February 9th. Please direct people to contact Katie Everett to register and choose their plots or they can also get the information off the City website or right at the front desk at City Hall.

Garvey asked if we had someone register already.

Wood stated yes.

River Bluff Preserve Park

Wood stated the name was approved by Council for the 38-acre parkland. Staff met with the DNR to discuss putting up signage to help control the intrusion of 4-wheelers and snowmobiles on their land. Staff also has signs and posts they will put up come spring.

Wimmer stated we are having quite a few more. Last he saw was 5 ATV and a few extra people below drinking beer. We will install the bollards to help prevent. Wimmer stated its getting more. He spoke with Chief about it. He stated since the licensing of the ATV we are seeing more. Wimmer stated we will start putting out on the licenses that if they break any of these rules, they will lose their license. PD

said they are seeing more ATVs trespassing and going on private property because we are allowing them to use the road.

Wimmer wanted to share with the Allina clinic coming in, they are eager to invest in the City and have funding and grant opportunities available.

Wimmer began discussion on the open member seat and youth/student seat that are still open and encouraged the Board to share that they should share with others and have them send in an application.

6. Adjournment

Motion by Wimmer, second by Garvey to adjourn the February 23, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:20 p.m.

Dated at Isanti, Minnesota this 23rd day of February, 2016.

Respectfully submitted,

_____

Josi Wood
Public Services Director

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of City Council**

From: Josi Wood, Public Services Director/ Assist. City Admin

Date: May 3, 2016

Subject: Consider Resolutions for the Forfeiture of 1987 Honda 250X ATV to Public Auction and to Declare Public Works Items as Surplus to be Sold at Public Auction

---

Background:

The City of Isanti through its Police Department has lawfully seized and forfeited a 1987 Honda 250X ATV. The City of Isanti holds clear title on the above ATV. The ATV was retained and the use of the vehicle was given to the public works department.

The Public Works Department no longer has a use for this ATV and wishes the ATV to be declared surplus property and sold at public auction. Any funds received from public auction per State Statute would then be deposited into the Isanti Forfeiture Fund.

Public Works has accumulated miscellaneous items that should also be declared as surplus. These items are as follows:

- Concrete mixer for 3-point Hitch
- Walk behind weed whip
- Portable air compressor
- Gas mask cabinet

Per policy, Resolution 2003-014, staff will post the items as surplus going to public auction in local publications.

Requests:

For the City Council to review and consider declaring the ATV as surplus property and to sell at public auction. The funds from this sale are required by statute to be placed into the Isanti Forfeiture Fund. Also request for action to declare other items listed above from Public Works as surplus to be sold at auction.

Attachment:

- Resolution 2016-XXX - Resolution Authorizing to Auction A Forfeited ATV That the Police Department Lawfully Seized and Allowed Isanti Public Works Use
- Resolution 2016-XXX - Resolution to Declare Certain Property as Surplus and Authorize its Sale by Public Auction

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING TO AUCTION A FORFEITED ATV THAT THE POLICE DEPARTMENT LAWFULLY SEIZED AND ALLOWED ISANTI PUBLIC WORKS USE

WHEREAS, the Police Department seized and lawfully forfeited a 1987 Honda 250X and;

WHEREAS, the public works department no longer has a need for this ATV and neither does the police department, and

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

1. That the City Council authorizes the Police Department / Public Works Department to declare this ATV as surplus property and to sell at public auction and to have the funds deposited into the Isanti Forfeiture Fund.

Adopted by the Isanti City Council this 3rd day of May, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator/Deputy City Clerk

(SEAL)

L.3.b.

RESOLUTION NO. 2016-

A RESOLUTION TO DECLARE CERTAIN PROPERTY AS SURPLUS AND AUTHORIZE ITS SALE BY PUBLIC AUCTION

WHEREAS, on occasion the City of Isanti incurs supplies and equipment that is no longer of use for departments within the City; and,

WHEREAS, it has been determined that the Public Works Department has a concrete mixer for 3-point hitch, walk behind weed whip, portable air compressor, gas mask cabinet that are of no use to the City and is considered surplus property; and,

WHEREAS, Resolution No. 2003-014 provides guidelines for the disposal of surplus property; and,

WHEREAS, the items listed above will be placed for public auction, the next public auction is June 11, 2016 at Wayne Pike Auction in Princeton, Mn;

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

1. To declare the above items from the Public Works Facility as surplus and post public notice that the items will go to public auction.
2. The Public Services Director shall have the authority to sign all necessary paperwork to allow for the process for auction of the surplus items identified per this Resolution.

This resolution was duly adopted by the Isanti City Council the 3rd day of May, 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator/ Deputy City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR ISANTI FIREFIGHTERS RODEO ASSOCIATION

WHEREAS, the City has received an application for an exempt gambling permit from Isanti Firefighters Rodeo Association to hold a raffle event from July 8-10, 2016 at the Isanti Firefighters Rodeo Grounds, 500 3rd Avenue NW, Isanti, MN; and

WHEREAS, the applicant estimates the value of prizes to be awarded is $15,000; and

WHEREAS, the organization benefits the community by sponsoring local events and needs; and

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

WHEREAS, the applicant has successfully passed a background check by the Isanti Police Department.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that Isanti Firefighter's Rodeo Association application for an exempt gambling permit is approved for the following dates:

Friday, July 8-Sunday, July 10, 2016
At Isanti Firefighters Rodeo Grounds, 500 3rd Avenue NW; and

BE IT FURTHER RESOLVED, that approval is subject to the approval for such permits under the laws of the State of Minnesota and their compliance with all laws.

This resolution was duly adopted by the Isanti City Council this 3rd day of May, 2016

_____
Mayor George A. Wimmer

Attested:

_____
Donald C. Lorsung
City Administrator

(SEAL)

A Community For Generations.

Isanti

APPLICATION FOR LOCAL GAMBLING PERMIT

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: Isanti FireFighter Rodeo Association

Address of Organization: 401 N 1st Ave Isanti MN 55040

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Name	Address	Phone No.

Type of Event: Raffle Date of event: July 8-10th

Use of Proceeds: Fire equipment & genatal Dept needs, same as Rodeo proceeds

Location and address of event:

5003rd AVE NW Isanti MN 55040

Estimated value of prizes to be awarded: $15,000

Name of applicant: James D Peterson Applicant's phone number: 612 819 5335

Signature of applicant: James D Peterson

Date: 4/13/16

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Isanti FireFighters Rodeo Association

Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 401 North First Ave

City: Isanti State: MN Zip: 55040 County: Isanti

Name of Chief Executive Officer (CEO): Darrin Rosnow

Daytime Phone: _____ Email: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Isanti Fire Fighters Rodeo Grounds

Address (do not use P.O. box): 500 3rd Ave NW

City or Township: Isanti Zip: 55040 County: Isanti

Date(s) of activity (for raffles, indicate the date of the drawing): Sales start May 10th Raffle July 10th

Check each type of gambling activity that your organization will conduct:

☒ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☒ Raffle **(total value of raffle prizes awarded for the calendar year: $** 15,000 **)**

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to **www.mn.gov/gcb** and click on ***Distributors*** under ***List of Licensees***, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

_____ The application is acknowledged with no waiting period.

_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

_____ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

_____ The application is acknowledged with no waiting period.

_____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

_____ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 4-13-16

(Signature must be CEO's signature; designee may not sign)

Print Name: Darrin Rosnow

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status, and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

L.5.

Resolution No. 2016-

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR PART TIME LIQUOR STORE CLERK BECKY WHITMAN

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Whitman has successfully completed his probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Becky Whitman is acknowledged as a permanent employee of the City of Isanti in the position of Part Time Liquor Store Clerk with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 3rd day of May, 2016.

Attest:

George A. Wimmer
Mayor

Donald C. Lorsung
City Administrator

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of City Council**

From: Josi Wood, Public Services Director/ Assist. City Administrator

Date: April 21, 2016

Subject: Consider Resolution to Declare Hockey Rink Boards as Surplus to be Sold

---

Background:
The Parks, Recreation and Culture Board has discussed the need to have new boards should the City continue on with having a hockey and/ or public ice rink. This item has also been brought up by City Council during 2016 Goal Setting. The 1970s boards are in badly damaged condition and would take a lot of money to replace broken sections given the City could find replacement sections.

DOAC Committee Recommendation:
The DOAC Committee met on April 21, 2016 and recommends to declare the hockey boards as surplus. Their recommendation was to post the surplus boards per our process of public notice and if bids are not received over the bid from the third party, the boards would be sold to the third party.
The third party would be arranged by Jeff Horstman with Arena Warehouse. Public Works would dismantle the boards but the third party would also pay for shipping.

Request:
Staff is requesting action on this item.

Attachment:
- Res 2016-XXX

RESOLUTION NO. 2016-

A RESOLUTION TO DECLARE THE HOCKEY RINK BOARDS AS SURPLUS TO BE SOLD

WHEREAS, the hockey rink boards in Bluebird Park are found to be in such damaged condition that they are a safety concern and not viable to salvage, therefore, becoming surplus to the city; and,

WHEREAS, it was determined by the Development Operations and Advisory Committee (DOAC) that they should be sold as surplus and Resolution No. 2003-014 provides guidelines for the disposal of surplus property; and,

WHEREAS, it was also the decision by DOAC should no bids be received as posted in the public notice over the bid received by a third party, Arena Warehouse, that the city sell the boards to such party; and,

WHEREAS, the high bidder must also pay for any shipping costs related to moving the boards, however, the Public Works Department would dismantle the boards and assist in loading;

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

1. To declare the hockey rink boards as surplus and sold as written per this Resolution.
2. Allow Public Works Department to dismantle and assist in loading the boards for the buyer.
3. The Public Services Director shall have the authority to sign all necessary paperwork to allow for the process for auction of the surplus items identified per this Resolution.

This resolution was duly adopted by the Isanti City Council the 3rd day of May, 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Donald C. Lorsung
City Administrator/ Deputy City Clerk

(SEAL)

L.7.

TO: Mayor and City Council

FROM: Don Lorsung, City Administrator

DATE: April 29, 2016

RE: Training Request – LMC Annual Conference

Mayor Wimmer is requesting to attend the 2016 Annual League of Minnesota Cities Conference, June 14-17, 2016, St. Paul, MN. The cost of the conference is $600.00. The 2016 budget provides $750.00 per Council Member for travel/training costs.

Council Action:

Approval of Mayor Wimmer's request to attend the LMC Annual Conference and cover the costs of Conference registration of $600.00

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
April 26, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jamie Bergwick, Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. Bergwick stated that her last Park Board meeting will be in May because she is moving to Mankato.

Motion by Garvey, second by Wimmer to approve the April 26, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from February 23, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Annual Park Tour

A. Eagle Park – Bergwick noted that the bench on one table had been replaced, but the others need maintenance. There is graffiti scratched into them and they need to be painted. Everett noted that one of the tables will temporarily be moved to the community garden until grant money is received to purchase one for that site. Wimmer noted that he will also be going to the Rotary Club for possible funds for the new park. The group noted that Eagle Park has come a long way and is looking much better than it did several years ago. Everett showed an example of a park sign to be considered in the future that would indicate Eagle Park is the site of the Farmer's Market.

B. VFW Park – Zdon noted that eventually the sand needs to be replaced. Garvey questioned why the grill is tucked back in the corner by the fence. The group decided that the grill should be moved to a better location and recommended the center of the fence line, as well as moving the picnic table closer to the grill.

   Wimmer asked Garvey if she knew of any best practices addressing citizens being able to access parks in a city without having to cross major roadways or going more than a certain distance. Garvey stated that she was not aware of one standard, and she believes that each city decides what works best for them. She recommended contacting MRPA staff and members to find out if there is something available.

C. Whisper Ridge – Wimmer noted that we have obtained forfeited parcels nearby. He also explained that there is not enough money to resurface the whole tennis court and it will be best to do something different with the space. Garvey suggested that pickleball is gaining popularity and lines can just be added to existing tennis courts to create multiple uses of one space. Wimmer

noted that Cambridge is already going to be adding some pickleball courts. The group noted that the fence added recently on the park boundary seems to have helped, Wimmer stated that he has not received any additional complaints in some time from the resident about people crossing his property line, but we will continue to evaluate the situation this summer.

Wimmer explained a long term plan to have Whisper Ridge connected by a trail through the wetland to downtown Isanti, and this development should be tied in with the refurbishing of Whisper Ridge.

D. Tot Lot – Garvey asked if we could change the name, "Tot Lot" doesn't seem to reflect what is actually available at the park. Wimmer explained that the park naming policy has been updated so that the City could name parks without having to do the previously required naming contests which have not gotten much of a response in the past. The park needs a new sign anyway, so this is the time to do it. Wimmer requested that everyone bring name ideas to the next Park Board meeting and we can discuss it there. Nails were found protruding from the sand retaining wall near the sign. Garvey and Wimmer noted that the wood in place is a good system because it can be easily fixed and replaced. The group also noted that the grill in this location is inconvenient if people actually wanted to use it, and requested that it be moved closer to the shelter. Garvey noted that the bench in the sand in very low, the group agreed that it should be raised. Wimmer requested that the Tot Lot shelter be added to the pavilion rental form if it is not already there; Garvey stated that we should also have pictures of all of the pavilions available online and with the form to promote their use to the public.
E. Rum River Meadows – Garvey stated that whenever new mulch is added it just gets pushed aside because the swings become too close to the ground. Zdon noted that the single swings are high enough and it must be older kids kick the mulch out of the way. Wimmer stated safety concerns about the ways bench swings get used in the park and the group noted that the mulch under that swing was displaced as well. Garvey suggested that we might evaluate how many swings are available in each park and offer different height swings to accommodate different users. Wimmer stated that we have looked into putting in a volleyball court in the past and it was prohibitively expensive to get insurance and very complicated. Everett asked if it was possible to just have a grass volleyball court; Garvey stated that she has seen it done with temporary posts where there are sleeves in the ground (capped over winter) that the poles fit into. Everett will research the logistics of a grass volleyball court in this location. Zdon found broken glass all over the mulch under the play equipment as well several piles of dog feces. Zdon, Bergwick, and Garvey noted that it appeared to be from a dog that was habitually allowed off leash in the neighborhood.
F. River Bluff Preserve/Isanti Community Garden – Everett and Wimmer updated the members about the progress of the park, noting the future location of trails, the stairway, and the dock. The community garden is going to open to renters on May 14th. The parking lot work will begin very soon.

G–K. Wimmer needed to leave the meeting so he gave a verbal update of the plan for Legacy Park – the access road will be closed off with a gate. While people may still drive around, they will be ticketed for doing. This should alleviate many of the issues with illegal behaviors in the park. Premier Bank has agreed to the temporary change.

Bluebird Park: Skate Park – the hockey rink boards will be sold, and the skate park equipment will be moved to the cement slab. In the future, a rink will be built with wooden boards that are easier to fix and replace.

After Wimmer left, the group discussed the remaining agenda items, but did not visit Riverside, Legacy, Bluebird, or Mattson parks.

(Skate Park) Zdon asked if the skate equipment was moved to the cement slab if we would still be able to use Park Dedication Fund dollars to get more equipment. He stated that the plan had been to use Park Dedication money to build a new skate park at that location, but is concerned that if we move the equipment we have, we might not be eligible for those funds. The group didn't know the answer, Everett will look into it. Garvey wondered if bikes using the skate equipment has caused some of the issues with crowding, Zdon noted that it is stated on the sign that bikes are not allowed, but believes that if there is more equipment available, those issues will get better.

Bluebird: Broken Climbing Equipment – Garvey recommended looking into prices for the repair or new equipment through other companies. Bergwick and Zdon agreed that it is a lot of money to spend on just a small piece of the equipment. Everett explained that it is unlikely that Public Works will be able to fix it even if we do order the part, and we have not received confirmation from the company that they can come out to make the repair.

Bluebird Park: Redbirds Agreement – Garvey made a motion that the Redbirds cease using the field until an agreement is signed. Bergwick seconded the motion, the motion was carried unanimously.

Everett showed the group options for redoing the hopscotch on the path at Bluebird Park. She found a daisy-shaped hopscotch stencil and stencils for kids' activities online. Garvey stated that she is not sure much kids really play hopscotch, Bergwick state that in her experience kids do play, but it's more just jumping on the squares than really playing the game. The group liked the idea of having the activity stencil, but would like to see if there are more affordable options or different packages available.

Mattson Park – Everett asked whether the group thought equipment should be available for rental at the park. The horseshoe pits have been cleaned up, and had become overgrown in the first place because they never get used. Bergwick was concerned about having anything that would stay out at the park due to the vandalism that has happened in the past. Everett explained that equipment could potentially be stored at City Hall and picked up there for use. Garvey stated that bean bags are becoming very popular as well and may be a good rental option. Zdon stated that it is a low cost investment. Garvey stated that it may be difficult for people to make it during City Hall business hours to rent equipment, but that it is a good thing to offer the community. Possible equipment included a basketball, horseshoes, and tennis rackets (depending on cost). Some sort of deposit would be made to ensure equipment is returned.

6. Adjournment

Motion by Zdon, second by Bergwick to adjourn the April 26, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 7:20 p.m.

Dated at Isanti, Minnesota this 26th day of April, 2016.

Respectfully submitted,

_____

Katie Everett
Community Events and Parks Coordinator

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, MAY 17, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. May 3, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1.	City Offices Closed	Monday, May 30, 2016 (*in Observance of Memorial Day)*
2.	Parks, Recreation, and Culture Board Meeting	Tuesday, May 24, 2016 at 6:00 p.m.
3.	City Council Meeting	Tuesday, June 7, 2016 at 7:00 p.m.
4.	EDA Meeting	Tuesday, June 7, 2016
	(Immediately following the City Council Meeting)	
5.	Planning Commission Meeting	Tuesday, June 14, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Resolution Approving a Special Event Permit for Car Shows to be Held in Downtown Isanti (*Dan Collison)*
2. 2016 G.O. Sewer Revenue Bond Issue (*Jessica Green, Northland Securities, Inc.*)
   a. Resolution Providing for the Competitive Negotiated Sale of $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A
   b. Resolution Relating to the Issuance of G.O. Sewer Revenue Bonds, Series 2016A, Covenanting and Obligating the City to be Bound by and to Use the Provisions of Minnesota Statutes, Section 446A.086 to Guarantee the Payment of the Principal and Interest on the Bonds
   c. Approve Municipal Advisory Services Agreement by and between the City of Isanti, Minnesota Northland Securities, Inc.

<u>City Administrator Don Lorsung</u>
3. Consider Resolution Authorizing Loan with Trans Mississippi Biological Supply
4. Proposed 2017 Budget Calendar
5. Resolution Approving a Lease Agreement and Operating Policy between the City of Isanti and Redbirds Baseball for the Use of Sportsman Field
6. Repair of Bluebird Park Structure

7. Resolution Approving the Request from Jim Bergman for a Conditional Use Permit to Operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti.
8. Resolution Approving the Request from Minnco Credit Union for an Interim Use Permit to allow for Temporary Motor Vehicle Sates on the Property located at 309 and 311 Credit Union Drive NE, Isanti.
9. Ordinance Amending Zoning Ordinance 445, Section 6: Residential Districts and Section 14: Performance Standards to include fencing/barricade requirements for swimming pools.
10. Ordinance Amending City Code Chapter 8-6, Planning Commission to Reduce the Number of Members.

City Engineer Brad DeWolf

11. Award Recommendation – School Watermain Loop Improvements

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $305,533.61 and Payroll in the amount of $95,486.16
2. Final Meeting Minutes for the April 5, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the April 12, 2016 Planning Commission Meeting
4. Authorize Advertising for Quotes for Lease of City Owned Crop Land
5. Resolution Accepting Proposal for Electrical Maintenance Services
6. Resolution Approving an On-Sale 3.2 Malt Liquor License for Isanti Lions Club for the 2016 Isanti Street Dances
7. Resolution Approving an On-Sale Liquor License for Isanti Firefighter's Rodeo Association
8. Resolution Offering the Position of Administrative Data Clerk to Janice Lutterman
9. Resolution Offering the Position of Economic Development/Marketing Intern to Kathryn Skalicky
10. Resolution Offering the Position of Part-Time Liquor Store Clerk to Sarah Cisar
11. Consider Resolution Approving Use of Water Tower for Training by Isanti Fire District

M. Other Communications

1. Draft Meeting Minutes for the May 3, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the May 10, 2016 Planning Commission Meeting
3. Amended 2016 Planning Commission Meeting Schedule
4. April Police Department Report
5. April Code Enforcement Report
6. April Building Inspector Report
7. May Engineering Report

Adjournment

E.

Mayor's Proclamation

City of Isanti

Whereas Employers and Employees are a dynamic part of the City of Isanti's and Minnesota's economy; and,

Whereas The promotion of our Employer's and their talented Staff showcase the strength and success which is an integral part of the City of Isanti's economic development strategy; and,

Whereas All Isanti employers located within the City of Isanti provide jobs which significantly contribute to the City of Isanti's standard of living and economic vitality; and,

Whereas The City of Isanti has approximately 1616 people that are employed by 168 businesses within its corporate limits; and,

Whereas Employees contribute to the economic success of Isanti businesses by buying local and supporting other Isanti businesses; and,

Whereas The City is sponsoring an appreciation luncheon to the Employers and their Employees on June 7, 2016 highlighting certain businesses with milestone Isanti anniversaries.

Now, therefore, I, George A. Wimmer, Mayor of the City of Isanti, do hereby proclaim that the day of June 7, 2016 shall be observed as:

Mayor's Employer Celebration Day

in the City of Isanti on this 17th day of May, Two Thousand Sixteen.

_____

George A. Wimmer, Mayor

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, MAY 3, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: Mayor Wimmer Noted the Adam Johnson was absent

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Economic Development Director Sullivan, Chief Gene Hill, and City Engineer Brad DeWolf

D. Adopt Agenda

City Administrator Lorsung presented an Addendum to the Agenda adding the following new items:

L8. Resolution Authorizing the Execution of a Repayment Agreement with J Robinson Construction, Inc. for Lot 6, Block 1, Villages on the Rum Third Addition Phase Three
L9. Resolution Authorizing the Execution of a Repayment Agreement with J Robinson Construction, Inc. for Lot 7, Block 1, Villages on the Rum Third Addition Phase Three
L10. Resolution Authorizing Letter of Support for JCF and MIF Funding

Motion by Collison, second by Lundeen to approve the agenda with the addition of Addendum items L8, L9 and L10. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

None

F. Approve City Council Minutes

1. April 19, 2016 – Regular Meeting of the City Council

Motion by Lundeen second by Bergley to approve the regular City Council Meeting Minutes of April 19, 2016 as presented. Motion carried unanimously.

G. Citizens Input

None

H. Announcements

1. Planning Commission Meeting	Tuesday, May 10, 2016 at 7:00 PM
2. City Council Meeting	Tuesday, May 17, 2016 at 7:00 PM
3. Parks, Recreation and Culture Board Meeting	Tuesday, May 24, 2016 at 6:00 PM

I. Council Committee Reports

Lundeen informed the City Council that Fire Station 3 was coming along nicely.

Mayor Wimmer thanked Isanti County Commissioner Mike Warring and Junction Bowl for stepping up and working with Coborn's to host their 3 week job fair at his business.

Mayor Wimmer stated the he and Representative Brian Johnson had spoken on May 3rd about continued support for the Job Creation Fund and Minnesota Investment Fund. He cited the use of the funds in the past by SnoBear USA and Evercat Fuels and that the majority of the funds have been used in the Twin City Metro Area. The Mayor indicated that Representative Johnson shared that the City of Isanti was one of very few communities outside the seven county Metropolitan Area that have used the programs and that they are working on getting more dollars for Greater Minnesota

Mayor Wimmer stated that once the permits are pulled for the J Robinson Construction Inc. Repayment Agreement Parcels added to this meeting agenda it will bring the yearly total to 31 new homes. In 2015, there was a total of 41 so the City ahead of last year's pace.

J. Public Hearings

1. Resolution 2016-153 to Authorize Nuisance Abatement on the Property Located at 408 Cardinal Court NW

Mayor Wimmer opened the Public Hearing at 7:04 p.m., and asked if there was anyone that wanted to speak on behalf of the item. No one spoke on behalf of the item. Mayor Wimmer closed the Public Hearing at 7:05 p.m.

Motion by Lundeen second by Bergley to approve Resolution 2016–153 as presented. Motion carried unanimously.

K. Business Items

1. Continued Use of Sportsman Field – Isanti Redbirds

Cindy Lind-Livingston addressed the City Council and provided comments relating to the proposed Lease Agreement and Operating Policy. The comments centered on the following items:

- Ability and terms for Redbird Baseball to terminate lease
- A request for the City of Isanti to continue to pay the utility bill for the lights at Redbird's Field which has been done over the last 30 years
- Removing the requirement for a Special Event Permit stating they are exempt due to it being an athletic field
- Not putting restrictions on use of charitable gambling proceeds
- Agreeing the liability insurance was important and that Redbirds Baseball was planning on purchasing its own insurance for the operation and naming the City of Isanti as additional insured.
- Redbirds Baseball has a concern as to future of the organization citing that all costs impact them and uncertainly of charitable gambling.

Mayor Wimmer agreed to terms on the Redbirds having the ability to terminate lease. Mayor Wimmer stated that the City needed to treat everyone the same and therefore supported the position to have Redbirds Baseball pay for the utilities. Last year the bill for utilities was $447.00 He indicated the Special Event Permits was only needed if the event spills off the site and this was required for everyone in the city.

Cindy Lind-Livingston said that the Redbirds were different from BMX and Soccer in terms of impact and thought they should be treated differently. She indicated that the Redbirds do a great job donating to groups and causes with charitable gambling proceeds.

Discussion ensued with the City highlighting a fairness issue with use of City Property and treating all the same and acknowledging that a lot of the other community entities do great things for the community and causes they support as well. Redbirds Baseball reiterated its concerns for its long term future and that there are other public spaces the people are allowed to use at no cost. However, they don't have exclusivity of use over those areas like the Redbirds do. Redbird Baseball reiterated that it could use its charitable gambling for uses it deems appropriate not only for the improvements to the field.

Steve Allen, Manager of the Redbirds read a prepared statement and elaborated on some of the points. The following points were brought up:

Perceived or real lack of respect or appreciation for Redbirds
Redbirds Field is one of the most beautiful in the state.
History of the Redbirds
Proud of what Redbirds have accomplished in bringing team to Isanti
Partnership between City and Redbird and hoping to maintain and build on it
Concerns about the solvency of Redbirds Baseball
Fear that the Redbirds won't be able to operate into the future.

Mayor Wimmer stated that a lot of the community groups make the same arguments relating to community benefit and how their existence is part of the fabric of the community. He agreed that they all do a fantastic job. He also stated that if the Council desired it could change its policy that would allow for negotiating each deal differently with each entity or keep its current policy which attempts to have the same rules for all.

Bergley asked who else uses the field and if revenues are realized by Redbirds baseball.

Redbirds Baseball management stated that Redbirds baseball does charge or ask for in kind support for the high school and youth associations for use of the field.

Bergley stated that if the cost of business goes up it can be shared by all who use field.

Mayor Wimmer said there are similar arrangements in the community. One example was use of the Tennis Courts by the school district at Mattson Park and that those rates have increased over time.

Collison stated they are going through the same thing with the Rum River Rods in relation to having to provide insurance. He indicated that a donation was made to Rum River Rods to take care of that cost.

Steve Allen stated that if charitable gambling went away that the Redbirds probably couldn't operate so all cost increases are important.

Lundeen offered his support for Redbirds baseball and indicated that the cost of business is going up everywhere. In Cambridge, they will now have to start charging churches to cover field costs for softball.

Cindy Lind-Livingston asked if there was a percentage of City Taxes that went to Park and Recreation.

Mayor Wimmer explained how associations like BMX, Soccer and Redbirds are different in their operational and maintenance relationships than standard city parks. In those case the associations do the maintenance of their areas of use rather than the City conducting maintenance through the use of tax dollars. All taxpayers pay for all services even thought they might not use them. He explained that Park, Recreation and Culture is funded from park dedication fees and the park maintenance budgets.

Lundeen stated that the world we live in makes it necessary to protect the City and the Redbirds and with insurance.

Motion by Lundeen second by Collison to table action on Lease Agreement and Operating Policy for Redbirds Field Also Known As Sportsman Field and to bring back revisions to the proposed Agreement to the following items:

- Terms regarding lease termination
- Use of charitable gambling proceeds
- Clarification that Redbird Baseball will provide insurance coverage on premises

The revised agreement will be brought to the May 17, 2016 City Council Meeting for consideration for approval. In the meantime, the Redbirds may continue using the field. Motion carried unanimously.

2. **Consider Fees for Water Meters for New Construction**
   a. **Ordinance No. 642 Amending Code for the City of Isanti, Chapter 160 Fees**
   b. **Ordinance No. 643 Amending the Code for the City of Isanti, Chapter 325-6 Meters**
   c. **Resolution 2016-154 To Amend the Fee Schedule**

Mayor Wimmer clarified the impacts of the fee change which will make the city whole and not carry an additional financial burden due to the installation of meters.

Motion by Lundeen second by Collison to approve Ordinance No. 642, Ordinance No. 643 and Resolution 2016-154. Motion carried unanimously.

3. **Resolution 2016-155 to Approve Proposal from Bolton and Menk, Inc. for Engineering Services for Proposed Replacement of 1st Avenue NW and City Hall Sidewalks**
   Motion by Collison second by Bergley to approve Resolution 2016-155 as presented. Motion carried unanimously.

4. **Resolution 2016–156 to Accept Planning Commission Member Cindy Lind-Livingston's Resignation**
   Motion by Bergley second by Collison to approve Resolution 2016-156 as presented. Motion carried unanimously.

Mayor Wimmer asked the City council to consider reducing the number of members from 7 to 5 for 2017. It would be brought back to the City Council for consideration at a later date.

5. **Resolution 2016-157 Authorizing Update of Historic Downtown Sign Update by Signs By Jill**
Mayor Wimmer informed the City Council that the quote provided included manufacturing, installation and an optional interchangeable panel. He indicated that Public Services was able to install the sign and that direction be given to do so.

Motion by Lundeen second by Bergley to approve Resolution 2016-157, with direction to have Public Services install the sign. Motion carried unanimously.

6. **Resolution 2016-158 Regarding Acceptance of Donation of Parcel in Redevelopment TIF District No. 9**
Motion by Lundeen second by Bergley to approve Resolution 2016-158 as presented. Motion carried unanimously.

7. **Resolution 2016-159 Enter into Contract with Journal Communications to Advertise in Business Climate and MN DEED Publication**
Motion by Lundeen second by Bergley to approve Resolution 2016-159 as presented. Motion carried unanimously.

8. **Resolution 2016-160 Authorizing the Sale of Fill for Economic Development Activities in Corporate City Limits**
Mayor Wimmer informed the council that the dirt was used by a local contractor for the Coborn's project prior to the City Council meeting.

Motion by Bergley second by Collison to approve Resolution 2016-160 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $186,510.90 and Payroll in the Amount of $97,770.78.
2. Final Meeting Minutes for the February 23, 2016 Parks, Recreation and Culture Board Meeting
3. Consider Resolutions for the Forfeiture of 1987 Honda 250X ATV to Public Auction and Declare Public Works Items as Surplus to be Sold at Public Auction
    a. **Resolution 2016-161** Authorizing to Auction a Forfeited ATV that the Police Department Lawfully Seized and Allowed Public Works to Use
    b. **Resolution 2016-162** to Declare Certain Property as Surplus and Authorize its Sale at Public Auction
4. **Resolution 2016-163** Approving Application for an Exempt Gambling Permit for Isanti Firefighters Rodeo Association
5. **Resolution 2016-164** Acknowledging Permanent Status for Part Time Liquor Clerk Becky Whitman
6. **Resolution 2016-165** to Declare Hockey Rink Boards as Surplus to be Sold
7. Training Request – 2016 LMC Annual Conference, Mayor Wimmer
8. **Resolution 2016-166** Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 6, Block 1, Villages on the Rum Third Addition Phase Three
9. **Resolution 2016-167** Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 7, Block 1, Villages on the Rum Third Addition Phase Three
10. **Resolution 2016-168** Authorizing Letter of Support for JCF and MIF Funding

Motion by Lundeen second by Bergley to approve the consent agenda. Motion carried unanimously.

M. Other Communications

1. Draft Meeting Minutes for the April 26, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

Motion by Lundeen second by Bergley to adjourn. Motion carried unanimously. Meeting adjourned at 8:04 p.m.

Respectfully Submitted,

Sean M. Sullivan
Economic Development Director

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Community Events & Parks Coordinator

Date: May 17, 2016

Subject: A Resolution Approving a Special Event Application for Car Shows to be Held in Downtown Isanti.

Background

The City received a special event application from Dan Collison ("applicant") to host classic car shows Wednesday evenings June 1 – August 31 from 5:30 p.m. to 8:30 p.m. on Main Street in downtown Isanti. Set-up for the event would begin at 5:00 p.m. Estimated 100-200 people are anticipated for each weekly car show. Parking will be along City streets and within city owned parking lots the evenings of the events. Signs will be displayed directing individuals to the car show. A 12' x 12'tent will be placed on the grassy lot next to Family Pathways.

A section of Main Street would need to be closed from the railroad tracks to its intersection with 3rd Avenue. The Applicant will make arrangements to close off the road with barricades. Cars would be located in these areas for showing. Volunteers from the car club will assist with clean-up after the show. The Rum River Rods are asking people to bring a non-perishable item which will be donated to Family Pathways.

The special event application also includes holding a Car Show Finale on Saturday, August 13 from 11:00 a.m. – 5:00 p.m. on Main Street in Downtown Isanti. Set-up for the Finale would be 8:00 a.m. Estimated 300-600 people will be present. Several streets would need to be closed for the event. Main Street W from the railroad tracks to its intersection with 3rd Avenue. 1st and 2nd Avenues, one block north and south of Main St to the alleyways on either side would also be closed for the event. Cars would be located in these areas for showing. A 30'x30 tent will be placed on the grassy lot adjacent to the Thrift Store. A letter from Family Pathways granting this approval has been attached for Council review. Volunteers from the car club will assist with clean-up after the show. A public address system and a DJ will be used throughout the event. There will be a $10.00 participant registration fee; money collected will go to charity and cover expenses.

A copy of the application, insurance, and departmental review has been attached for City Council review.

Staff Request

The applicant notes that the restrooms they will use for their event will be supplied by the City in conjunction with other City events such as the Farmers Market in Eagle Park and also the Downtown Street Dances.

It is noted that temporary signs will be placed for the event. The locations of those signs and consent from the property owner must also be submitted to the City prior to placement. The applicant is requesting the temporary sign permit fee to be waived. The applicant must also provide notice to surrounding property owners of the Wednesday evening events. The applicant will also need to coordinate with the Community Event & Parks Coordinator with details of the event (electricity, vendors, stage placement and timing of placement, etc.).

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-xxx
- Special Event Application
    - Department Head Review Sheet
    - Special Event Permit Form
    - Release and Indemnification Agreement
    - Site Map
    - Letter from Family Pathways authorizing use of the vacant lot
    - Certificate of Liability Insurance
    - Draft letter and addresses for notification

RESOLUTION 2016-

RESOLUTION APPROVING A SPECIAL EVENT APPLICATION FOR THE RUM RIVER RODS CAR SHOW TO BE HELD ON MAIN STREET DOWNTOWN ISANTI

WHEREAS, Dan Collison (applicant) has submitted a Special Event application requesting approval to host a car show by the Rum River Rods on Main Street, Downtown Isanti; and,

WHEREAS, the event is scheduled to take place on Wednesday evenings in the months of June, July, and August from 5:00 p.m. to 8:30 p.m. and also on Saturday August 13 for their Finale from 8:00 a.m. to 5:00 p.m.; and,

WHEREAS, the estimated number of people to be in attendance at each weekly event is anticipated to be 100-200, and 300-600 are anticipated for the August 13 event; and,

WHEREAS, parking for the event will be on City owned lots including Community Center and Eagle Park and along City streets; and,

WHEREAS, a DJ will be provided as well as a public addressing and sound amplification systems;

WHEREAS, temporary signs may be placed on City Property, except in the right of way, to promote and provide direction to the event; and

WHEREAS, barricades will be placed by the applicant on Main Street from the Railroad tracks to 3rd Avenue, on 1st Avenue South of Main Street to the alley, from the alley on 2nd Avenue and also North to the Lutheran Church driveway; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the Rum River Rods Classic Car Show for the event to be held as specified above with the following conditions:

- Special Event Application submitted by Dan Collison, on behalf of the Rum River Rods, subject to the comments provided by City Staff Members; which include:
    - Temporary signage shall require the necessary application to be submitted to the City for review and approval. Signatures authorizing approval for their placement on private property must also be included.
    - Notice to property owners within 350' of the event is sent prior to the event and should include contact information for special event permit applicant.
    - Barricades are in place to close the roads prior to the start of the event and removed after.
    - Any food trucks involved with the event will need to be located within stated event boundaries
    - Coordinate event details (electricity, vendors, stage placement and timing of placement, etc.) with the Community Events & Parks Coordinator prior to the day of the event.
    - Parking for volunteers/spectators will be along City streets and City owned lots including Eagle Park and Community Center.
- City allows the portable restrooms accessible for the events which are located in Eagle Park.
- City waives the clean-up and temporary sign permit fee.
- Closure of Main Street from the Railroad tracks to 3rd Ave NW/SW.
- Closure of 1st Ave and 2nd Ave for one block North and South of Main Street to the alleys on either side

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the "Permit" for the above stated Special Event.

This resolution was duly adopted by the Isanti City Council this 19th day of May 2015.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.
Isanti

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

Clean-Up Deposit Fee: $100

Submittal Date: 5/2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Rum River Rods

Contact Person: Dan Collison

Address: 1115 Rum River Dr SW

City: Isanti State: MN Zip: 55040

Phone: 763-670-0835 Fax: ___-___-___ Cell: ___-___-___

E-mail: djcollisong@msn.com

Secondary Contact Person: Don Van Cleve

Address: 5548 329th St

City: Stacy State: MN Zip: 55079

Phone: 651-408-6464 Fax: ___-___-___ Cell: 701-371-6090 E-mail: Don.VanCleve@pdq.com

EVENT INFORMATION

Date(s) of Event: 6/1, 6/8, 6/15, 6/22, 6/29, 7/6, 7/13, 7/20, 7/27, 8/3, 8/10,

Hours of Event: (5:30-8:30pm + 8/13 11am-5pm) 8/17, 8/24, 8/31, (8/13 Sat)

Type of Event: Car Show

Description of the Event: Set up on Wed. nights begin at 5pm, Cars that are participating will park on Main St. to show off their cars. Set up for Aug 13th will start roughly 8am. There will be a pie eating contest, muffler rap contest, awards presented to winners

List of Activities:
Good conversation, pie eating contest, muffler rap contest on Sat. Show.

Proposed Location of the Event (be specific):
Main St. from RR tracks west to 3rd Ave.

Estimated Number of People in Attendance (includes staff, participants, and spectators):
Wed. nights are around 100-200, Sat Avg. 13th, 300-600 depending on weather conditions.

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Check next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

✓ Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

✓ Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A Selling / Consumption of Alcohol

✓ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

✓ Parking Impact (**REQUIRED** for all events) – Describe in detail:
Spectator parking will be on side streets, city hall, Community center. Main St. will be closed for show participants parking.

✓ Special Signage (Temporary Sign Permit Application will also be required) – Describe:
Temp. signs are placed the night off or day of events only. Non-profit sign Fee waved.

✓ Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

~~N/A~~ ✓ Vendors will be present at the event (Attach information to the Application)– possible Ice Cream Truck

✓ Tents, equipment, amusement rides, etc.
Size: 12x12 tent on Wed. nights & 30x30 tent on Aug 13th
Location: 12x12 on Main St. 30x30 in grass lot by thrift store

N/A Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:

N/A Fireworks

✓ Street Closure – if yes, what streets:
Main St. West of RR tracks to 3rd Ave.
side Streets inbetween to Alleyways.

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

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

✓ Clean-up Plans – Describe in detail:
Volunteers walk the street & clean up after each event.

✓ Live entertainment – Describe in detail:
Radio Station doing live Broadcast some nights
& Aug 13th, PA system with pre recorded music

✓ Will any other public addressing system or sound amplification be used? If so, describe:
PA system for announcements & music

___ Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

✓ If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected?
Wed. night events are Free - taking Food donations.
Sat. Aug - 13th - Participants Reg. Fee of $10.00
money collected goes to charity & expenses.

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

In consideration for being permitted to engage in the following special event activities on property owned by the City of Isanti:
Rum River Rods Weekly Car Show + Summer Spectacular

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

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

(Special Events Holder Initials Here) DC

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

Participant Release and Indemnification required? YES ____ NO X

(Special Events Holder Initials Here) DC

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

(Special Events Holder Initials Here) DC

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Rum River Rods Car Club

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

Name Dan Collison

Title President

Signature [signature]

Date 5-10-16

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

Fire Chief
✓ Approved _____ Denied _____ N/A Signature: Email Approval - Attached

Police Chief
_____ Approved _____ Denied _____ N/A Signature: Email Approval - Attached

Public Services Director
✓ Approved _____ Denied _____ N/A Signature: Jon Wood

Community Events & Parks Coordinator
✓ Approved _____ Denied _____ N/A Signature: Katie Everett

Community Development Director
X Approved _____ Denied _____ N/A Signature: Rebecca Noecker

City Administrator/
X Approved _____ Denied _____ N/A Signature: DM

City Council
_____ Approved _____ Denied

Date of Review: _____

* Should Dan provide contact information on his notice to surrounding properties? N/A

* Ice cream truck will need to be within the event area. N/A

H Road barricades ⌂ Tent for Aug 13th Show
for Aug. 13th Show, (Wed. night shows will not cover as much st. space)

To whom it may concern,

There will be a weekly car show on Main St on Wed. nights 5-8:30pm in the months of June, July and August. There is also a car show on Sat, August 13th. Main St will be closed during the events.

Sincerely,

Dan Collison

Rum River Rods

OwnerAddress1	OwnerAddress2	OwnerAddress3
ANGELA C JOHNSON	2775 269TH AVE NE	ISANTI MN 55040-3718
BRADLEY KEITH GILBERT	299 CHERRY LN	LINO LAKES MN 55014
CHRISTIN CATHERINE JOHNSON	2861 E BUENA VISTA DR	CHANDLER AZ 85249-5080
CRAIG BJORKLUND	27072 POLK ST NE	ISANTI MN 55040-5250
CYNTHIA GARDNER	111 3RD AVE N	ISANTI MN 55040
DALE A JURGENSEN	118 NORELIUS ST NW PO BOX 46	ISANTI MN 55040-0046
DALE O JOHNSON	23110 E MARTIN LAKE DR	STACY MN 55079
DANIEL G MUJWID	2051 261ST AVE NE	ISANTI MN 55040-5203
DANIEL ROCHEL	26540 RUM RIVER DR	ISANTI MN 55040
DAVID C II JOHNSON	399 317TH AVE NW	CAMBRIDGE MN 55008
DAVID J HOVEN	110 2ND AVE SW	ISANTI MN 55040
DAVID M WAGNER	216 NORELIUS ST NW PO BOX 42	ISANTI MN 55040
DENNIS R CLEMENTS	201 2ND AVE NW PO BOX 57	ISANTI MN 55040
DENNIS ROBERT HANSON	105 3RD AVE NW	ISANTI MN 55040-7122
DUCHESS PROFESSIONAL OFFICES LLC	540 294TH LN NW	ISANTI MN 55040
EDNA M CARLSON	PO BOX 342	ISANTI MN 55040
ERIC PETER	201 1ST AVE N	ISANTI MN 55040
ERIK P KVAMME	30570 PALM ST NW	CAMBRIDGE MN 55008
FAITH EVANG LUTHERAN CHURCH	109 2ND AVE NW PO BOX 87	ISANTI MN 55040
FAMILY PATHWAYS	6413 OAK ST	NORTH BRANCH MN 55056-5129
GLENN C FARRELL	200 1ST AVE NW	ISANTI MN 55040
GUY LYNDON JOHNSON	PO BOX 135	ISANTI MN 55040
ISANTI REAL ESTATE DEV LLC	27072 POLK ST NE	ISANTI MN 55040
JAMES LANERD	110 1ST AVE SW	ISANTI MN 55040
JASON T KNOTZ	205 1ST AVE NW	ISANTI MN 55040
JOSEPH DEMO	910 BELLAIRE BLVD NW	ISANTI MN 55040
KURT LARSON	201 1ST AVE SW	ISANTI MN 55040
LP JBN RENTALS	PO BOX 33	ISANTI MN 55040
LYNDA DANIELSON	PO BOX 264	CEDAR MN 55011
MARK G ROJAS	701 11TH AVE NW	ISANTI MN 55040
MAURICE CLELLAND BONE	201 3RD AVE NW	ISANTI MN 55040
MICHAEL BARTHOLD	7215 WILLOW NL NW	BROOKLYN CENTER MN 55430
MICHAEL FLENTJE	103 3RD AVE SW	ISANTI MN 55040
MICHAEL W ANDERSON	PO BOX 245	ISANTI MN 55040
MONICA HAAK	31 BROADWAY ST SW	ISANTI MN 55040
MURIEL A HAIN	109 NORELIUS ST	ISANTI MN 55040
PHILLIP RANDALL	208 1ST AVE NW	ISANTI MN 55040
PROPERTIES BY PETER LLC	PO BOX 445	ISANTI MN 55040
QWEST CORPORATION	PO BOX 2599	OLATHE KS 66063
REBECCA HILL	PO BOX 163	ISANTI MN 55040
RICHARD H GILLILAND	100 3RD AVE NW	ISANTI MN 55040
ROBERT B TURNER JR	210 NORELIUS ST NW	ISANTI MN 55040
ROGER DENEEN	3015 NORWAY CIR S	CAMBRIDGE MN 55008
ROLAND POLZIN	PO BOX 131	ISANTI MN 55040

ROY D BAKALYAR	112 BROADWAY ST SW	ISANTI MN 55040
RYAN THUNSTROM	222 NORELIUS ST	ISANTI MN 55040
SAMUEL SOLBERG	108 1ST AVE	ISANTI MN 55040
SK PROPERTIES LLC	990 237TH AVE NE	EAST BETHEL MN 55005
STEVEN RASK	101 3RD AVE SW	ISANTI MN 55040
STEVEN T BENGTSON	111 1ST AVE SW	ISANTI MN 55040
SUSAN J CARLSON	111 BROADWAY ST SW	ISANTI MN 55040
SUSAN PAULINE MCCUNE	PO BOX 7	ISANTI MN 55040-7321
THOMAS A ENGLUND	PO BOX 302	ISANTI MN 55040
VICKI GERARD	122 NORELIUS ST	ISANTI MN 55040
WANDA D WILL	5535 149TH LN NW	RAMSEY MN 55303
WELLS FARGO BANK	3476 STATEVIEW BLVD	FORT MILL SC 29715

****
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or call 1-800-410-7420.

YOUR OPINION COUNTS

Bill #: 840-55530217-2-111375-2
Clerk: 05

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ISANTI
25 W MAIN ST
ISANTI

55040-5001
2647805040
05/09/2016 (800)275-8777 4:14 PM

==========

Product Description	Sale Qty	Final Price
Purple Heart [illegible]	60	[illegible]
2 (Unit Price:$0.47)		

Total $28.20

Credit Card Remitd $28.20
(Card Name:VISA)
Account #:[illegible]
(Approval #:448729)
(Transaction #:527)

****
BRIGHTEN SOMEONE'S MAILBOX. Greeting cards available for purchase at select [illegible].
****

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2016

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

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

PRODUCER BURNS & WILCOX OF MINNEAPOLIS 333 S 7TH ST STE 1300 MINNEAPOLIS, MN 55402-2423 (612) 564-1880	CONTACT NAME: PHONE (A/C, No, Ext): (612) 564-1880 FAX (A/C, No): (612) 564-1881 E-MAIL ADDRESS:
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Rum River Rods 1115 Rum River Dr SW Isanti, MN 55040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: United States Fire Insurance — 21113 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: USS310665 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		SRPG-101-0715	06/01/2016 12:01 AM	09/01/2016 12:01 AM	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$2,000,000.00 $2,000,000.00 $1,000,000.00 $1,000,000.00 $300,000.00 $5,000.00
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTO NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
							EACH OCCURRENCE GENERAL AGGREGATE	$ $
							EACH OCCURRENCE GENERAL AGGREGATE	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Covered Activity: Car shows

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Burns & Wilcox

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project: Car shows With Respects to certificate number USS310665 Event Dates: June June 1, 8, 15, 22, 29/16; July 6, 13, 20, 27/16; August 3, 10, 13, 17, 24, 31/16

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

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Family PATHWAYS
BUILDING STRONGER COMMUNITIES
ONE PERSON AT A TIME

Administrative Office
6413 Oak Street
North Branch, MN 55056
651-674-8040

mail@familypathways.org
familypathways.org

05/09/2016

Rum River Rods
Attn: Dan Collison

Dear Mr. Collison:

Per your request, Family Pathways is granting Rum River Rods permission for use of our lot on August 13th, 2016, for a car show next to our Isanti Thrift Store. The store is located at 16 Main Street West, Isanti, MN, 55040.

Sincerely

Chris Lenzen
Director of Thrift Stores

Isanti Parks

From: Alan Jankovich <aljankovich@isantifiredistrict.org>
Sent: Wednesday, May 11, 2016 10:38 AM
To: Isanti Parks
Subject: RE: Car Show Special Event Permit

Isanti Fire approves the special event application as presented for the 2016 Rum River Rods car shows.

Hopefully we don't have any railroad crossing closings on Heritage Blvd this year during the same time as this stretch on Main St!

Al Jankovich
Isanti Fire

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Wednesday, May 11, 2016 9:12 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Car Show Special Event Permit

Hello,

I have attached the Special Event Permit for this year's weekly Car Shows in downtown Isanti, including the Saturday finale on August 13. The road closures are the same as last year. No special services requested from Police or Fire.

Please respond with your approval or comments.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Isanti Parks

From: Chief Gene Hill
Sent: Thursday, May 12, 2016 7:37 AM
To: Isanti Parks
Subject: RE: Car Show Special Event Permit

APPROVED...leave in my box and I will sign.

Respectfully,

Gene C. Hill
Chief of Police
Emergency Management Director
Isanti Police Department
PO Box 428
401 First Ave NW
Isanti, Mn. 55040
763.444.4761 Office
763.444.4868 Fax

From: Isanti Parks
Sent: Wednesday, May 11, 2016 9:11 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org); Chief Gene Hill
Subject: Car Show Special Event Permit

Hello,

I have attached the Special Event Permit for this year's weekly Car Shows in downtown Isanti, including the Saturday finale on August 13. The road closures are the same as last year. No special services requested from Police or Fire.

Please respond with your approval or comments.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

A Community For Generations.

Isanti

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

MEMO

Date: May 12, 2016

Subject: Consider Actions Related to 2016 Bond Issue

Staff and the Finance Committee have been working with Northland Securities on financing for the 2016 WWTP Improvements. As previously discussed, bonds will need to be issued as a part of the funding for this project. Attached for your review is a Memorandum prepared by Jessica Green, Northland Securities, explaining the project financing, MN Public Facilities Authority Credit Enhancement, and actions needed by the City Council to move forward with the sale of bonds. Also attached prior to the resolutions is the Finance Plan Summary for the bonds.

As a part of this bond issuance, the City Council will need to enter into a Municipal Advisory Agreement with Northland Securities, Inc. in order for them to serve the City in the role of municipal financial advisor.

NORTHLAND SECURITIES

MEMORANDUM

To:	The Honorable Mayor Wimmer Members of the Isanti City Council City Administrator Don Lorsung
From:	Jessica Green, Northland Securities
Date:	May 17, 2016
Re:	City Council Meeting - Actions related to the issuance of General Obligation Sewer Revenue Bonds, Series 2016A

The purpose of this memorandum is to explain the proposed City Council actions related to the issuance of bonds at your May 17, 2016 meeting. I will attend the meeting to review this information and answer any questions.

The City of Isanti will be undertaking various wastewater system improvements at a total cost estimated to be $3,455,000. The cost is inclusive of all engineering, financing, legal and administrative fees. After careful consideration, it has been determined that the City will contribute approximately $850,000 towards the project and finance the remainder with the issuance of General Obligation Sewer Utility Revenue Bonds.

Due to the nature of the bonds, it is recommended that the City consider applying to the Public Facilities Authority for enrollment in their Credit Enhancement Program. The program is currently rated AA+ by Standard & Poor's Rating Service. Inclusion in the program often results in improved marketability of the Bonds which should result lower interest rates.

To begin preparing for the issuance of bonds, the following items are included for Council consideration:

- PFA Resolution
- PFA Agreement
- Municipal Advisory Agreement
- Set Sale Resolution

We have prepared a Finance Plan Summary that explains the proposed structure and terms of the bond issue. I will review this information with you at the meeting.

If the proposed Finance Plan is acceptable, it is requested that the City Council approve the PFA & Set Sale resolutions along with the PFA and Municipal Advisory Agreements.

Finance Plan Summary

City of Isanti, Minnesota

$2,605,000

General Obligation Sewer Revenue Bonds, Series 2016A

May 17, 2016

NORTHLAND SECURITIES

45 South 7th Street, Suite 2000, Minneapolis, MN 55402
Main: (612) 851-5900
www.northlandsecurities.com/fixed-income/public-finance
Member FINRA and SIPC

Purpose

The G.O. Sewer Revenue Bonds, Series 2016A (the "Bonds") are being issued to finance wastewater treatment improvements, including a new lift station, a pretreatment building and various other system improvements. Based on tentative construction bids, the City's anticipates total project costs to be approximately $3,455,000, which is inclusive of all project and financing costs. The City is planning on contributing $850,000 from Sewer Fund reserves toward the project, bringing the City's financing requirement to $2,605,000.

A detailed illustration of the sources and uses of funds is presented in Exhibit A.

Authority and Security

The Bonds will be issued pursuant to Minnesota Statutes, Chapters 444 and 475. The City will use net revenues of the sewer utility to pay debt service on the Bonds.

Structure and Preliminary Analysis

The Bonds will be dated July 15, 2016. Interest will be payable on June 1 and December 1, beginning December 1, 2016. Principal is paid on December 1 in the years 2018 through 2029. 2018 and 2019 maturities are structured around existing sewer revenue debt service payments. The remaining maturities due in 2020 through 2029 are structured to achieve level annual payments. The structure for this issue grew out of the 2016 Utility Rate Study.

Current market conditions may require the use of premiums to attract investors and achieve the best results. In simplest terms, the City is paid more than the face (par) amount of a maturity and the investor receives a higher interest rate. The combination of these factors creates a net yield determined on a "true interest cost" TIC basis that is comparable to the interest rate without premium. The City has three options for using the additional monies from the premiums:

1. Deposit the premium amount in the Construction Fund and use it for additional project costs.

2. Deposit the premium amount in the Debt Service Fund and use the additional funds to manage debt service payments.

3. Reduce the size of the bond issue by the amount of the premium at time of sale.

We will work with Staff after pricing to make best use of the premiums (if any). In particular, we will avoid unanticipated impacts on the projected debt service payments.

Preliminary projections of debt service and the flow of funds can be found in Exhibit B.

Other Considerations

Rating

The City is currently rated AA- with a stable outlook by Standard & Poor's Ratings Services ("S&P"). The rating was upgraded to this level with the City's Series 2014A Bonds. The City will also get an "enhanced" rating on this issue based on its enrollment into the Minnesota Public Facilities Authority Credit Enhancement Program, which is currently rated AA+ by S&P. The underlying and enhanced ratings will improve marketability of the Bonds and should attract lower interest rates.

Bank Qualified

The City expects to issue (directly and as a conduit issuer) less than $10 million in total tax-exempt debt in calendar year 2016. This allows the Bonds to be designated as "bank-qualified" obligations pursuant to Federal Tax Law. The impact of this designation should result in lower interest rates due to the tax implications for banking institutions purchasing the Bonds. Estimated interest rates in the attached analysis reflect the bank-qualified status of the Bonds.

Arbitrage

The Bonds are not subject to federal arbitrage rebate requirements because the City expects to issue less than $5 million in tax-exempt bonds in 2016 (small issuer exception). Should the City subsequently issue more than $5 million, it could still be exempt from arbitrage rebate by meeting one of the timing tests for spending bond proceeds. We can provide additional information to the City about these tests when and if needed.

There are, however, certain arbitrage regulations that apply to the temporary investment of the proceeds of the Bonds. In general, the proceeds of the Bonds may not be invested at a yield materially higher than the yield on the Bonds. There is a three-year temporary period when the yield restrictions do not apply. The three-year temporary period begins on the date of issuance. The City must spend at least 85% of the net bond proceeds on the capital projects by the end of the 3-year temporary period. In addition, the City must enter into a substantial binding obligation to a third party to spend at least 5% of the net bond proceeds on the capital projects within six months of the issue date.

The City must also maintain a *bona fide* debt service fund for the Bonds or be subject to yield restriction in the debt service fund. A bona fide debt service fund involves an equal matching of revenues to debt service expense with a balance forward permitted equal to the greater of the investment earnings in the fund during that year or 1/12 of the debt service of that year.

The City should become familiar with the various Arbitrage Compliance requirements for this bond issue. The Bond Resolution explains the requirements in greater detail. We are also available to assist the City in meeting these requirements.

Book Entry

The Bonds will be *global book entry with Northland Trust designated as the paying agent.* As "paperless" certificates, you will avoid the cost of bond printing and annual registrar charges. The Paying Agent will invoice you for the interest semiannually and on an annual basis for the principal coming due.

Continuing Disclosure

Rule 15(c)2-12 of the Securities and Exchange Commission (SEC) requires continuing disclosure for most tax-exempt bonds. Since the City has more than $10 million of debt outstanding, it is subject to "full" continuing disclosure under the Rule. This requires the preparation and filing of an annual report and reporting of specific material events (as defined in the Rule). Northland Securities serves as the City's "dissemination agent". We prepare and file materials to meet your continuing disclosure obligations. The Series 2016A Bonds will be added to the filing for outstanding debt.

Issuing Process

Northland Securities has been engaged as municipal advisor for this issue and will seek bids for the Bonds on behalf of the City through a public sale process. The calendar of events for the issuing process is as follows:

May 17	City Council adopts the Set Sale Resolution
Week of May 16	Preliminary Official Statement distributed for review
Week of June 6	Rating Conference Call
Week of June 13	Rating released
June 21	Bond Sale – 10:30 A.M. – Bid Opening
	Authorizing Resolution Adopted – 7:00 P.M.
July 19 (est.)	Closing and delivery of bond proceeds

NORTHLAND SECURITIES

Summary of Recommended Terms

Type of Bond Sale	Public Sale – Competitive Bids
Sale Date	Tuesday, June 21, 2016 at 10:30 A.M.
Council Consideration	Tuesday, June 21, 2016 at 7:00 P.M.
Statutory Authority	The Bonds are being issued pursuant to Minnesota Statutes, Chapters 475 and 444.
Repayment Term	The Bonds will mature annually each December 1 in the years 2018 through 2029. Interest on the Bonds will be payable on December 1, 2016 and semiannually thereafter on each June 1 and December 1.
Security	General Obligation pledge of the City. The City will also pledge net revenues of the sewer utility system to pay debt service on the Bonds.
Prepayment Option	The Bonds due on or after December 1, 2025 will be subject to optional redemption on December 1, 2024 and any date thereafter at a price of par.
Tax Status	The Bonds will be designated as bank-qualified, tax-exempt obligations.
Rating	The City will request an underlying rating from Standard & Poor's, as well as a rating based on the Minnesota Credit Enhancement Program.
Arbitrage Rebate	It is anticipated that the Bonds will be exempt from arbitrage rebate.
Continuing Disclosure	Full
Bond Counsel	Briggs & Morgan, Professional Association, will provide a tax-exempt legal opinion on the Bonds.

NORTHLAND SECURITIES

EXHIBIT A

Sources and Uses

Sources Of Funds	
Par Amount of Bonds	$2,605,000.00
Planned Issuer Equity contribution	850,000.00
Total Sources	**$3,455,000.00**

Uses Of Funds	
Total Underwriter's Discount (1.200%)	31,260.00
Costs of Issuance	41,510.00
Deposit to Project Construction Fund	3,382,400.00
Rounding Amount	(170.00)
Total Uses	**$3,455,000.00**

NORTHLAND SECURITIES

EXHIBIT B

Preliminary Debt Service Projections

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/15/2016	-	-	-	-	-
12/01/2016	-	-	16,941.44	16,941.44	16,941.44
06/01/2017	-	-	22,422.50	22,422.50	-
12/01/2017	-	-	22,422.50	22,422.50	44,845.00
06/01/2018	-	-	22,422.50	22,422.50	-
12/01/2018	70,000.00	0.950%	22,422.50	92,422.50	114,845.00
06/01/2019	-	-	22,090.00	22,090.00	-
12/01/2019	75,000.00	1.100%	22,090.00	97,090.00	119,180.00
06/01/2020	-	-	21,677.50	21,677.50	-
12/01/2020	230,000.00	1.250%	21,677.50	251,677.50	273,355.00
06/01/2021	-	-	20,240.00	20,240.00	-
12/01/2021	230,000.00	1.350%	20,240.00	250,240.00	270,480.00
06/01/2022	-	-	18,687.50	18,687.50	-
12/01/2022	235,000.00	1.450%	18,687.50	253,687.50	272,375.00
06/01/2023	-	-	16,983.75	16,983.75	-
12/01/2023	240,000.00	1.550%	16,983.75	256,983.75	273,967.50
06/01/2024	-	-	15,123.75	15,123.75	-
12/01/2024	240,000.00	1.700%	15,123.75	255,123.75	270,247.50
06/01/2025	-	-	13,083.75	13,083.75	-
12/01/2025	245,000.00	1.800%	13,083.75	258,083.75	271,167.50
06/01/2026	-	-	10,878.75	10,878.75	-
12/01/2026	250,000.00	1.900%	10,878.75	260,878.75	271,757.50
06/01/2027	-	-	8,503.75	8,503.75	-
12/01/2027	255,000.00	2.000%	8,503.75	263,503.75	272,007.50
06/01/2028	-	-	5,953.75	5,953.75	-
12/01/2028	265,000.00	2.150%	5,953.75	270,953.75	276,907.50
06/01/2029	-	-	3,105.00	3,105.00	-
12/01/2029	270,000.00	2.300%	3,105.00	273,105.00	276,210.00
Total	$2,605,000.00	-	$419,286.44	$3,024,286.44	-

K.2.a.

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF ISANTI, MINNESOTA

HELD: May 17, 2016

Pursuant to due call thereof, a regular or special meeting of the City Council of the City of Isanti, Isanti County, Minnesota, was duly held at the City Hall on May 17, 2016, at 7:00 P.M. for the purpose in part of authorizing the competitive negotiated sale of $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-____

RESOLUTION PROVIDING FOR THE COMPETITIVE NEGOTIATED SALE OF $2,605,000 GENERAL OBLIGATION SEWER REVENUE BONDS, SERIES 2016A

A. WHEREAS, the City Council of the City of Isanti, Minnesota (the "City"), hereby determines that it is necessary and expedient to issue $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A (the "Bonds"), pursuant to Minnesota Statutes, Chapters 444 and 475 to finance sanitary sewer improvements; and

B. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent financial advisor and is therefore authorized to sell the Bonds by competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9).

C. WHEREAS, the City has retained Briggs and Morgan, P.A. in Minneapolis, Minnesota as its bond counsel for purposes of this financing.

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

1. Authorization. The City Council hereby authorizes Northland to solicit proposals for the competitive negotiated sale of the Bonds.

2. Meeting; Proposal Opening. This City Council shall meet at the time and place specified in the Notice of Sale attached hereto as Exhibit A for the purpose of considering sealed proposals and awarding the sale of the Bonds.

3. Notice of Sale. The terms and conditions of the Bonds and the negotiation thereof are fully set forth in the Notice of Sale attached hereto as Exhibit A and hereby approved and made a part hereof.

4. Official Statement. In connection with the competitive negotiated sale, the City Administrator and other officers or employees of the City are hereby authorized to cooperate with Northland and participate in the preparation of an official statement for the Bonds, and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF ISANTI
CITY OF ISANTI

I, the undersigned, being the duly qualified and acting Human Resources / City Clerk of the City of Isanti, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to the $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A.

WITNESS my hand on May 17, 2016.

_____
Lindsey McInnis
Human Resources/City Clerk

EXHIBIT A

NOTICE OF SALE

$2,605,000*
GENERAL OBLIGATION SEWER REVENUE BONDS, SERIES 2016A

CITY OF ISANTI, MINNESOTA
(Book-Entry Only)

NOTICE IS HEREBY GIVEN that these Bonds will be offered for sale according to the following terms:

TIME AND PLACE:

Proposals will be opened by the City Administrator, or designee, on Tuesday, June 21, 2016, at 10:30 AM Central Time, at the offices of Northland Securities, Inc., 45 South 7th Street, Suite 2000, Minneapolis, Minnesota 55402. Consideration of the Proposals for award of the sale will be by the City Council at its meeting at the City Offices beginning on Tuesday, June 21, 2016 at 7:00 PM Central Time.

SUBMISSION OF PROPOSALS

Proposals may be:

a) submitted to the office of Northland Securities, Inc.;
b) faxed to Northland Securities, Inc. at 612-851-5918;
c) for proposals submitted prior to the sale, the final price and coupon rates may be submitted to Northland Securities, Inc. by telephone at 612-851-5900 or 612-851-4920; or
d) submitted electronically.

Notice is hereby given that electronic proposals will be received via PARITY™, or its successor, in the manner described below, until 10:30 AM, Central Time, on Tuesday, June 21, 2016. Proposals may be submitted electronically via PARITY™ or its successor, pursuant to this Notice until 10:30 AM, Central Time, but no Proposal will be received after the time for receiving Proposals specified above. To the extent any instructions or directions set forth in PARITY™, or its successor, conflict with this Notice, the terms of this Notice shall control. For further information about PARITY™, or its successor, potential bidders may contact Northland Securities, Inc. or i-Deal® at 1359 Broadway, 2nd floor, New York, NY 10018, telephone 212-849-5021.

Neither the City nor Northland Securities, Inc. assumes any liability if there is a malfunction of PARITY™ or its successor. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the Proposal is submitted.

BOOK-ENTRY SYSTEM

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates

* The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of $5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread.

made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds.

Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the City through Northland Trust Services, Inc., Minneapolis, Minnesota (the "Paying Agent/Registrar"), to DTC, or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The successful bidder, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC. The City will pay reasonable and customary charges for the services of the Paying Agent/Registrar.

DATE OF ORIGINAL ISSUE OF BONDS

July 15, 2016

AUTHORITY/PURPOSE/SECURITY

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 444 and 475, as amended. Proceeds will be used to finance wastewater treatment improvements, including a new lift station, a pretreatment building and various other system improvements and to pay the costs of issuing the Bonds. The Bonds are payable from net revenues of the sewer utility system. The full faith and credit of the City is pledged to their payment and the City has validly obligated itself to levy ad valorem taxes in the event of any deficiency in the debt service account established for the Bonds.

INTEREST PAYMENTS

Interest is due semiannually on each June 1 and December 1, commencing December 1, 2016, to registered owners of the Bonds appearing of record in the Bond Register as of the close of business on the fifteenth day (whether or not a business day) of the calendar month preceding such interest payment date.

MATURITIES

Principal is due annually on December 1, inclusive, in each of the years and amounts as follows:

Year	Amount	Year	Amount	Year	Amount	Year	Amount
2018	$70,000	2021	$230,000	2024	$240,000	2027	$255,000
2019	75,000	2022	235,000	2025	245,000	2028	265,000
2020	230,000	2023	240,000	2026	250,000	2029	270,000

Proposals for the Bonds may contain a maturity schedule providing for any combination of serial bonds and term bonds, subject to mandatory redemption, so long as the amount of principal maturing or subject to mandatory redemption in each year conforms to the maturity schedule set forth above.

INTEREST RATES

All rates must be in integral multiples of 1/20th or 1/8th of 1%. *Rates must be in level or ascending order.*

All Bonds of the same maturity must bear a single uniform rate from date of issue to maturity.

ADJUSTMENTS TO PRINCIPAL AMOUNT AFTER PROPOSALS

The City reserves the right to increase or decrease the principal amount of the Bonds. Any such increase or decrease will be made in multiples of $5,000 and may be made in any maturity. If any maturity is adjusted, the purchase price will also be adjusted to maintain the same gross spread. Such adjustments shall be made promptly after the sale and prior to the award of Proposals by the City and shall be at the sole discretion of the City. The successful bidder may not withdraw or modify its Proposal once submitted to the City for any reason, including post sale adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

OPTIONAL REDEMPTION

Bonds maturing on December 1, 2025 and thereafter are subject to redemption and prepayment at the option of the City on December 1, 2024 and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and principal amounts within each maturity to be redeemed shall be determined by the City and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Notice of redemption shall be given by registered mail to the registered owner of the Bonds not less than 30 days prior to such redemption date.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder thereof to accept delivery of and pay for the Bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder.

DELIVERY

Delivery of the Bonds will be within thirty days after award, subject to an approving legal opinion by Briggs and Morgan, Professional Association, Bond Counsel. The legal opinion will be paid by the City and delivery will be anywhere in the continental United States without cost to the successful bidder at DTC.

TYPE OF PROPOSAL

Proposals of not less than $2,573,740 (98.80%) and accrued interest on the principal sum of $2,605,000 must be filed with the undersigned prior to the time of sale. Proposals must be unconditional except as to legality. Proposals for the Bonds should be delivered to Northland Securities, Inc. and addressed to:

Don Lorsung, City Administrator
Isanti City Hall
110 1st Ave NW
Isanti, Minnesota 55040

A good faith deposit (the "Deposit") in the amount of $52,100 in the form of a federal wire transfer (payable to the order of the City) is only required from the apparent winning bidder, and must be received within two hours after the time stated for the receipt of Proposals. The apparent winning bidder will receive notification of the wire instructions from the Municipal Advisor promptly after the sale. If the Deposit is not received from the apparent winning bidder in the time allotted, the City may choose to reject their

Proposal and then proceed to offer the Bonds to the next lowest bidder based on the terms of their original proposal, so long as said bidder wires funds for the Deposit amount within two hours of said offer.

The City will retain the Deposit of the successful bidder, the amount of which will be deducted at settlement and no interest will accrue to the successful bidder. In the event the successful bidder fails to comply with the accepted Proposal, said amount will be retained by the City. No Proposal can be withdrawn after the time set for receiving Proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each Proposal, in accordance with customary practice, will be controlling. In the event of a tie, the sale of the Bonds will be awarded by lot. The City will reserve the right to: (i) waive non-substantive informalities of any Proposal or of matters relating to the receipt of Proposals and award of the Bonds, (ii) reject all Proposals without cause, and (iii) reject any Proposal which the City determines to have failed to comply with the terms herein.

INFORMATION FROM SUCCESSFUL BIDDER

The successful bidder will be required to provide, in a timely manner, certain information relating to the initial offering price of the Bonds necessary to compute the yield on the Bonds pursuant to the provisions of the Internal Revenue Code of 1986, as amended.

OFFICIAL STATEMENT

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide to the senior managing underwriter of the syndicate to which the Bonds are awarded, the Final Official Statement in an electronic format as prescribed by the Municipal Securities Rulemaking Board (MSRB).

FULL CONTINUING DISCLOSURE UNDERTAKING

The City will covenant in the resolution awarding the sale of the Bonds and in a Continuing Disclosure Undertaking to provide, or cause to be provided, annual financial information, including audited financial statements of the City, and notices of certain material events, as required by SEC Rule 15c2-12.

BANK QUALIFICATION

The City will designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BOND INSURANCE AT UNDERWRITER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the successful bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the successful bidder of the Bonds. Any increase in the costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the successful bidder, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that rating fee. Any other rating agency fees shall be the responsibility of the successful bidder. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the successful

bidder shall not constitute cause for failure or refusal by the successful bidder to accept delivery on the Bonds.

The City reserves the right to reject any and all Proposals, to waive informalities and to adjourn the sale.

Dated: May 17, 2016

BY ORDER OF THE ISANTI CITY COUNCIL

/s/ Don Lorsung
City Administrator

Additional information may be obtained from:
Northland Securities, Inc.
45 South 7th Street, Suite 2000
Minneapolis, Minnesota 55402
Telephone No.: 612-851-5900

CERTIFICATION OF MINUTES RELATING TO GENERAL OBLIGATION SEWER REVENUE BONDS, SERIES 2016A; COVENANTING AND OBLIGATING THE CITY TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 446A.086 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS

ISSUER: City of Isanti, Minnesota

BODY: City Council

KIND, DATE, TIME AND PLACE OF MEETING:
A regular meeting held on Tuesday, May 17, 2016, at 7:00 p.m., in the City Offices

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

RESOLUTION RELATING TO THE ISSUANCE OF GENERAL OBLIGATION SEWER REVENUE BONDS, SERIES 2016A; COVENANTING AND OBLIGATING THE CITY TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 446A.086 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer on May 17, 2016.

_____
Lindsey McInnis
Human Resources/City Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF ISANTI,
STATE OF MINNESOTA

HELD: Tuesday, May 17, 2016

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Isanti, State of Minnesota, was duly held on Tuesday, May 17, 2016 at 7:00 p.m.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION 2016-_____

RESOLUTION RELATING TO THE ISSUANCE OF GENERAL OBLIGATION SEWER REVENUE BONDS, SERIES 2016A; COVENANTING AND OBLIGATING THE CITY TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 446A.086 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS

BE IT RESOLVED by the City Council of the City of Isanti, State of Minnesota (herein, the "City"), as follows:

1. The City Council hereby finds and declares that it is necessary and expedient for the City to sell and issue its fully registered general obligation bonds in the total aggregate principal amount of approximately $2,700,000 (herein, the "Bonds"). The proceeds of the Bonds will be used, together with any additional funds of the City which might be required, to finance wastewater treatment improvements, including a new lift station, a pretreatment building and various other system improvements, and (ii) to pay the costs associated with issuing the Series 2016A Bonds.

2. Minnesota Public Facilities Authority Credit Enhancement Program
The following documents have been submitted to the Council and are on file in the office of the City Clerk:
A. Form of Minnesota Public Facilities Authority (the "PFA") Credit Enhancement Program Agreement (the "Agreement"); and

B. Application for Participation in the PFA Credit Enhancement Program (the "Application").

The Agreement and the Application are authorized and approved in substantially the forms presented to the Council. Submission of the Application to the PFA and payment of related fees are approved. The Agreement shall be prepared for execution in

accordance with the approved forms and shall be signed by the manual signature of the Mayor and attested by the manual signature of the City Clerk.

The City hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 446A.086, as it may be amended from time to time (the "Credit Enhancement Act"). The City understands that as a result of its covenant to be bound by the provisions of the Credit Enhancement Act, the provisions of the Credit Enhancement Act shall be binding as long as any Bonds of this issue remain outstanding.

The City further covenants to comply with all procedures now or hereafter established pursuant to the Credit Enhancement Act by the PFA and otherwise to take such actions as necessary to comply with the Credit Enhancement Act. The Mayor or City Clerk is authorized to execute any applicable PFA forms and to provide for the payment of the City's application fee of $500.00 payable to the Authority, which fee is required to be submitted with the executed forms.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

MINNESOTA PUBLIC FACILITIES AUTHORITY
CREDIT ENHANCEMENT PROGRAM AGREEMENT

This Credit Enhancement Program Agreement, dated as of _____, ("the Agreement"), is made between the Minnesota Public Facilities Authority (the "Authority") and the City of Isanti, Minnesota (the "Governmental Unit"), in order to comply with the requirements of Minnesota Statutes, Section 446A.086 (the "Act"). The Governmental Unit has passed a resolution dated May 17, 2016, (the "Resolution) authorizing the issuance of its $2,700,000 General Obligation Sewer Revenue Bonds, Series 2016A (the "Bonds"), the proceeds of which will be used to provide funds for wastewater treatment improvements, including a new lift station, a pretreatment building and various other system improvements.. The Governmental Unit represents that the Resolution authorizes the Governmental Unit to enter into this Agreement and obligates the Governmental Unit to be bound by the provisions of the Act. The Governmental Unit and the Authority agree as follows:

Section 1. The Governmental Unit will deposit with Northland Trust Services, Inc. (and any subsequent paying agent) (the "Paying Agent") three business days before the date on which each payment is due on the Bonds an amount sufficient to make that payment.

Section 2. The Governmental Unit will notify the Authority not less than 15 business days prior to the date a payment is due on the Bonds if the Governmental Unit will be unable to make all or a portion of the payment. Notification shall be provided by faxing and mailing a completed and executed Notification of Potential Default form to the Authority.

Section 3. The Governmental Unit will include a provision in its agreement with the Paying Agent for the Bonds that requires the Paying Agent to immediately inform the Minnesota Commissioner of Management and Budget, with a copy to the Authority, if the Paying Agent becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day two business days before the date a payment is due on the Bonds, there are insufficient funds on deposit with the Paying Agent to make the payment. For purposes of this paragraph and the Act, funds invested in a refunding escrow account established under Minnesota Statutes, Section. 475.67 that are to become available to the Paying Agent on a principal or interest payment date are deemed to be on deposit with the Paying Agent three business days before the payment date.

Section 4. The provisions of this Agreement are binding with respect to the Bonds as long as the Bonds remain outstanding.

Section 5. According to its terms, the Act is a contract with bondholders and may not be amended or repealed for the covered bonds so long as the covered bonds are outstanding.

Section 6. The Governmental Unit agrees to provide the Authority with a copy of the final debt service schedule for the Bonds within 30 days of the closing date and an estimate of the interest savings that will be achieved by participation in the program.

Section 7. The Authority has reviewed the application of the Governmental Unit dated May 17, 2016, and, based solely upon the application, the opinion of bond counsel and the provisions of this Agreement, verifies that the Bonds are participating in the Credit Enhancement Program established pursuant to the Act, and that if the Governmental Unit is unable to make any portion of the payment on the Bonds on or before the date due, the State of Minnesota, acting through the Authority, shall make such payment in its place pursuant to the Act, providing that funds are available in the State General Fund. **The obligation to make a payment under the Act is not a general obligation of the State of Minnesota. The Act does not obligate the legislature to provide for the availability of funds in the General Fund for this purpose.**

Section 8. The Authority will provide to the Governmental Unit upon request, or to its duly authorized agent, any information which the State of Minnesota files with the Nationally Recognized Municipal Securities Information Repositories pursuant to the State's obligations under rule 15c2-12.

Section 9. The Governmental Unit agrees to notify the Authority if the Paying Agent is replaced by a subsequent paying agent and to provide to the Authority a certification by the subsequent paying agent in the form set forth for the original paying agent below.

IN WITNESS WHEREOF, the Authority and the Governmental Unit acknowledge their assent to this Agreement and agree to be bound by its terms and the terms of the Act through their signatures entered below.

1. CITY OF ISANTI, MINNESOTA:

By: _____

Title: MAYOR

Date: 5-17-16

By: _____

Title: CITY CLERK

Date: 5-17-16

2. PUBLIC FACILITIES AUTHORITY:

By (auth. signature): _____

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION:

As delegated to _____

By (auth. signature): _____

Date: _____

MUNICIPAL ADVISORY SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF ISANTI, MINNESOTA
AND
NORTHLAND SECURITIES, INC.

This Agreement made and entered into by and between the City of Isanti, Minnesota (hereinafter "City") and Northland Securities, Inc., of Minneapolis, Minnesota (hereinafter "NSI").

WITNESSETH

WHEREAS, the City desires to have NSI provide it with advice on the structure, terms, timing and other matters related to the issuance of the General Obligation Sewer Revenue Bonds, Series 2016A (the "Debt") serving in the role of municipal (financial) advisor, and

WHEREAS, NSI is a registered municipal advisor (registration # 866-00082-00), and

WHEREAS, the City and NSI are entering into this Agreement to define the municipal advisory relationship at the earliest opportunity related to the Debt, and

WHEREAS, NSI desires to furnish services to the City as hereinafter described,

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

NSI shall provide the City with services necessary to analyze, structure, offer for sale and close the Debt as follows:

Planning and Development

1. Meet with City officials and others as directed to define the scope and the objectives for the Debt.
2. Investigate and consider reasonably feasible financing alternatives.
3. Prepare materials needed to evaluate the material risks, potential benefits, structure and other characteristics of the recommended plan for the Debt, including issue structure, estimated debt service payments, projected revenues, method of issuance, bond rating, sale timing, and call provisions.
4. Prepare a schedule of events related to the issuance process.
5. Coordinate with bond counsel any actions needed to authorize the issuance of the Debt.
6. Attend meetings of the City Council and other project and bond issue related meetings as needed and as requested.

Bond Sale

1. Collect data and prepare preliminary official statement (POS).
2. Provide POS for review and approval by City.
3. Distribute the POS and bid form to prospective bidders.

4. Cause to be published the Official Notice of Sale if required by law.
5. Prepare and submit application for bond rating(s) and assist City with furnishing the rating agency(s) with any additional information required to conduct the rating review. Assist City with preparing and conducting rating call or other presentation.
6. Distribute offering materials to underwriters most likely to serve as syndicate managers to assure that bidding interest is established.
7. Assist the City in receiving the bids, compute the accuracy of the bids received, and recommend to the City the most favorable bid for award.
8. Coordinate with bond counsel the preparation of required contracts and resolutions.

Post Sale Support

1. Prepare final official statement and provide to underwriter for posting on EMMA.
2. Coordinate the bond issue closing including making all arrangements for bond printing, registration, and delivery.
3. Furnish to the City a complete transcript of the transaction, if not provided by bond counsel.
4. Assist, as requested by the City, with the investment of bond issue proceeds.

COMPENSATION

For providing these services with respect to the Debt, NSI shall be paid a lump sum of $15,400. The fee due to NSI shall be payable by the City upon the closing of the Bonds.

NSI agrees to pay the following expenses from its fee:

- Out-of-pocket expenses such as travel, long distance phone, and copy costs.
- Production and distribution of material to rating agencies and/or bond insurance companies.
- Preparation of the bond transcript.

The City agrees to pay for all other expenses related to the processing of the bond issue(s) including, but not limited to, the following:

- Engineering and/or architectural fees.
- Publication of legal notices.
- Bond counsel and local attorney fees.
- Fees for various debt certificates.
- The cost of printing Official Statements, if any.
- City staff expenses.
- Airfare and lodging expenses of one NSI official and City officials when and if traveling for rating agency presentations.
- Rating agency fees, if any.
- Bond insurance fees, if any.
- Accounting and other related fees.

It is expressly understood that there is no obligation on the part of the City under the terms of this Agreement to issue the Debt. If the Debt is not issued, NSI agrees to pay its own expenses and receive no fee for any services it has rendered.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the City and NSI and their successors or assigns.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the City or NSI and it shall terminate sixty (60) days following the closing date related to the issuance of the Debt.

Dated this 17th day of May, 2016.

Northland Securities, Inc.

By: _____

John R. Fifield, Jr. - Senior Vice President

City of Isanti, Minnesota

By: _____

Its: _____

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: May 17, 2016

Subject: **Consider Resolution Authorizing Loan from the City Revolving Loan Fund to Trans Mississippi Biological Supply**

Background:

An application has been submitted to access $15,000 in the City Revolving Loan Fund to help finance the acquisition and build-out of the middle four condo units at 101 Isanti Parkway NE. Trans Mississippi Biological Supply manufactures biological supplies. The project will involve the purchase the four vacant units totaling 9,000 square feet which will fill the building. Total project costs are estimated at $360,000 and the applicant estimates that 2 permanent jobs will be created in Isanti. The jobs are expected to consist of 2 FT positions initially with the opportunity for growth. The loan request of 15,000 meets the loan criteria and the city loan will represent 4.2% of the project costs. The approximate balance of the RLF Fund is:

Current Balance $45,755
MIF $29,279.12
Other (Unrestricted) $16,476.52

The Applicant has also submitted application to the Initiative Foundation for $45,000 to fill the remaining gap. The Initiative foundation has requested a shared second position on the loan and the RLF Committee recommended approval of that item

The Revolving Loan Fund (RLF) was established by Resolution 2008-115 on May 6, 2008. The RLF was created to bring additional businesses to Isanti and to assist businesses expanding in Isanti. This project meets the goals established by the RLF and the Applicant has met the requirements of accessing the revolving loan fund.

RLF Advisory Committee Recommendation (Meeting on May 5, 2016):

The RLF Committee has reviewed the application and financial documents and recommends approval of a loan up to $15,000 out of the Other (Unrestricted) revolving loan fund, with a term of 7 years and an interest rate of 3%. Loan is to be secured by Real Estate and TI and City Staff is directed to work with Village Bank to draft all required loan and security documents to complete the transaction and to file the security documents in the appropriate office.

City Council Action Requested:

Adoption of attached resolution that include recommendations from City RLF Advisory Committee

Attachment:

1) Resolution 2016-___ Authorizing Loan from City Revolving Loan Fund with Trans-Mississippi Biological Supply

RESOLUTION 2016-___

Authorizing Loan from the City Revolving Loan Fund to Trans-Mississippi Biological Supply

WHEREAS, On April 20, 2016, the City of Isanti received a complete application from Trans-Mississippi Biological Supply, Inc or a newly created LLC with Troy Felch as the principal (the "Applicant") requesting a loan of $15,000 to assist in the purchase of four condominium units at 101 Isanti Parkway NE, Isanti, MN 55040; and

WHEREAS, the project consists of purchase of 9000 square foot of real estate and the relocation of an existing business from St Paul, MN to Isanti, MN; and

WHEREAS, the Applicant has stated that 2 PT jobs will be created as a result of this project in the City of Isanti; and

WHEREAS, the Revolving Loan Fund Committee met on May 5, 2016 and recommended approval of a loan with the Applicant in an amount not to exceed $15,000 with a rate of 3% and a term of 7 years and agreement to share second mortgage position with the Initiative Foundation; and

WHEREAS, the Revolving Loan Fund Advisory Committee recommended assigning Village Bank to work with City Staff and to draft and review all loan documents necessary to secure an interest in favor of the city of Isanti on real estate tenant improvements to be purchased and constructed by the Applicant; and

WHEREAS, the execution of the Mortgage and associated documents are required to secure the City of Isanti financial interest; and

WHEREAS, the project and loan request meet the minimum criteria to utilization of RLF funds.

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

1) City Staff to Work with Village Bank to draft all necessary loan/security documents for a Loan up to $15,000 for a term of 7 year at a rate of 3%.
2) The Mayor and City Administrator to execute required loan/security documents with the Applicant as drafted and approved by Village Bank, according to the terms outlined above with sufficient collateral and to file the required security agreement/loan documents at the Isanti County Recorder or where required.

This Resolution hereby approved by the Isanti City Council this 17th day of May 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

K.4.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: May 11, 2016

RE: Proposed 2017 Budget Calendar

Department heads will begin working on their budgets in May and will be meeting with the Interim Finance Director and I to review their budgets. The Finance Committee will be provided with each department's proposed budget and will be meeting with each department at upcoming Finance Committee meetings in June and July.

The 2017 preliminary budget and levy must be certified to the County by September 30, 2016 and should be adopted at the September 6, 2016 regularly scheduled City Council meeting.

At this time it is recommended to have only two budget workshop sessions with a third session held if deemed necessary. Suggested dates for this year's work sessions include:

Tuesday, July 19, 2016
Wednesday, August 3, 2016
Tuesday, August 16, 2016 (Optional Third Workshop)

Staff is recommending that the Budget Workshops start at 7:15 p.m. or upon completion of the regular meeting, whichever is later.

Once the City Council approves the dates and times for Budget Meetings, staff can then schedule which departments will be reviewed at each work session.

K.5.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: May 17, 2016

Subject: A Resolution Approving a Lease Agreement and Operating Policy Between the City of Isanti and Redbirds Baseball For The Use of Sportsman Field

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Background:
As per City Council direction (May 3rd, 2016), the Lease Agreement and Operating Policy between the City of Isanti and Redbirds Baseball has been updated to include terms and language agreed upon by both parties.

The agreement has been signed by representatives of Redbirds Baseball accepting the terms and is attached to the resolution included in this memo.

Staff Request:
Staff is requesting City Council to approve the Lease Agreement and Operating Policy Between the City of Isanti and Redbirds Baseball for the Use of Sportsman Field.

Attachments:
- Resolution 2016 - XXX

RESOLUTION 2016-

A RESOLUTION APPROVING A LEASE AGREEMENT AND OPERATING POLICY BETWEEN THE CITY OF ISANTI AND REDBIRDS BASEBALL FOR THE USE OF SPORTSMAN FIELD

WHEREAS, City of Isanti staff have worked with Redbirds Baseball to determine the terms of the Lease Agreement and Operating Policy attached to this resolution (Exhibit A); and,

WHEREAS, the Lease Agreement and Operating Policy was discussed with Redbirds Baseball representatives at the City Council meeting on May 3, 2016; and,

WHEREAS, Redbirds Baseball has agreed to carry premises liability and participant accident coverage insurance and will name the City of Isanti as the additional insured thereunder; and,

WHEREAS, Redbirds Baseball has agreed to reimburse the City of Isanti annually for utility fees incurred for lighting Sportsman Field; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to approve the Lease Agreement and Operating Policy between the City of Isanti and Redbirds Baseball for the use of Sportsman Field.

This Resolution hereby approved by the Isanti City Council this 17th day of May, 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

"Exhibit A"

Lease Agreement and Operating Policy Between

City of Isanti (Lessor) and Cambridge - Isanti Redbirds, Inc. (here and after Redbirds Baseball) (Lessee)

LEASE AGREEMENT AND OPERATING POLICY FOR REDBIRD FIELD ALSO KNOWN AS SPORTSMAN FIELD

Lease Agreement

In consideration of contributions by Lessee to the costs of construction, maintenance and operation of the baseball field known as Redbird Field and also known as Sportsman Field, as set forth in the Operating Policy listed below, the City of Isanti does agree to lease Redbird Field to Redbirds Baseball, for the sole and exclusive use as and for outdoor recreational purposes, in accordance with the Operating Policy for an indefinite period of years terminable upon the occurrence of any of the following events:

1. In the event Redbird Field ceases to be used for a consecutive period of twelve (12) or more months for Minnesota Baseball Association sanctioned competitions, the City of Isanti in its sole discretion, can declare said lease to be terminated.
2. In the event that Redbirds Baseball cease to exist as a tax exempt organization pursuant to the provision of Section 501 (c) (4) of the Internal Revenue code, the City of Isanti in its sole discretion, can declare said lease to be terminated.
3. In the event Redbirds Baseball fails to maintain Redbird Field in a manner appropriate to standards set by the Minnesota Baseball Association and fails to correct issues within a period of one (1) year after the initial notice of such deficiency, the City of Isanti in its sole discretion, can declare said lease to be terminated.
4. In the event Redbirds Baseball should become voluntarily or involuntarily insolvent and unable to pay its debts and meet the obligation of normal business, the City of Isanti in its sole discretion, can declare said lease to be terminated.
5. In the event of termination by mutual agreement of the parties upon such terms and conditions as the parties shall agree in writing.
6. Unless otherwise extended by mutual agreement of the parties, this agreement shall automatically terminate as of December 31, 2025.
7. In the event Redbirds Baseball should be in breach of any of its obligations set forth below, and fails to correct any such breach within a period of 30 days after the initial notice of such breach from the City of Isanti, the City of Isanti in its sole discretion, can declare said lease to be terminated.
8. In the event Redbirds Baseball should not be able to receive funds from charitable gambling, the said lease shall be reviewed for renegotiation.
9. Redbirds Baseball may choose to terminate the lease agreement at any time. In order to terminate the lease agreement, Redbirds Baseball must give the City of Isanti an advance six-month written notice.

Upon termination of this lease all improvements, fixtures, and infrastructure of whatever description added to the property described in the Resolution during the term of the lease shall remain with the premised and shall become the sole and exclusive property of the City of Isanti, unless otherwise specifically agreed in exiting between the City of Isanti and Redbirds Baseball.

Operating Policy

Intent

It is the intent of this Operating Policy for the City of Isanti and Redbirds Baseball to establish an understanding of both the City's and Redbird's respective responsibilities with regards to the operation, use, and maintenance of the baseball field. This policy may be amended with approval of both the City of Isanti and Redbirds Baseball. The City of Isanti shall make its best efforts to notify Redbirds Baseball whenever the policy is discussed in the future.

Hours of Use
Redbirds Baseball has the sole and exclusive use of the property legally described within the Resolution for the outdoor recreational purposes of Redbird baseball field. The hours of use for Redbird Field shall extend 7:00 a.m to 11:30 p.m. notwithstanding the 10:00 p.m. closing otherwise applicable to other facilities in Bluebird Park.

Community Use
Community members may not utilize the baseball field without prior approval from Redbirds Baseball. Redbirds Baseball may open the baseball field for use by other private or public entities for baseball related events. Inquiries made for these types of events through City offices shall be forwarded to Redbirds Baseball for consideration and approval.

Special Events (Tournaments and Meets)
Prior to hosting any tournament and/or other special event or meet, Redbirds Baseball shall be responsible for obtaining the necessary Special Event permit for the City of Isanti, in accordance with Isanti City Code of Ordinances Chapter 278.

City of Isanti

1. The City of Isanti authorizes Redbirds Baseball to manage the property as long as the property is used for its intended purpose, which is a baseball field.
2. The City of Isanti authorizes and directs City staff to work with Redbirds Baseball in order to resolve any minor issues that may arise after this Agreement has been approved and signed, providing the resolution to such issues do not violate the intent to this Agreement.
3. The City of Isanti shall provide water and sewer service stubs to the concession building and restroom facilities, once those facilities are constructed and made available on the property. WAC and SAC fees shall be waived at that time.
4. The City of Isanti shall be reimbursed for utility fees incurred for lighting of Redbird Field.
5. The City of Isanti agrees to waive all fees normally associated with site plan, conditional use, interim use, sign permits and other planning/zoning approvals.
6. The City of Isanti shall add Redbirds Field thereon as an insured property under its existing property damage insurance. All equipment existing and future building or structures shall be included in that coverage.
7. When the City of Isanti becomes aware of grant opportunities, the City shall forward those opportunities along to Redbirds Baseball. The City agrees to provide letters of support to Redbirds Baseball for such grant opportunities.
8. The City of Isanti shall be responsible for all cost associated with future improvements of Third Avenue NW and Isanti Parkway NW.
9. The City of Isanti's commitments as described in this agreement, are subject to the condition that Redbirds Baseball provide adequate evidence satisfactory to the City that it is able to cover all operating expenses and any future projects in accordance with all terms and conditions herein agreed upon.

Redbirds Baseball

1. Redbirds Baseball shall not incur any debt to which the City of Isanti would be held liable for and will not charge the City of Isanti for any improvements in the event that Redbirds Baseball would become non-operational.
2. Redbirds Baseball, at its sole expense, shall ensure toilet facilities are available when the field is in use.
3. Redbirds Baseball, at its sole expense, agrees to maintain and/or install private wells as necessary for an irrigation system to facilitate maintenance of the baseball field.
4. Redbirds Baseball is responsible for, at its sole expense, all regular maintenance items associated with the baseball field, to include but is not limited to mowing, weed trimming and routine turf repairs.
5. Redbirds Baseball will be responsible, at its sole expense, for routine maintenance and improvement to the baseball field including but not limited to making repairs to concession stand, bleachers, batting cage and fencing.

6. Redbirds Baseball, at its sole expense, will make necessary improvements and/or additions to the baseball field that have been deemed necessary to field a competitive baseball team.
7. Redbirds Baseball shall have the sole responsibility, at its sole expense, of all necessary equipment for field maintenance and/or operation and all storage of such equipment.
8. Redbirds Baseball will carry premises liability and participant accident coverage and shall name the City of Isanti as the additional insured thereunder.
9. Redbirds Baseball shall reimburse the City of Isanti annually for utility fees incurred for lighting of Redbird Field.

Maintenance
Redbirds Baseball is responsible, at its sole expense, for all regular maintenance items associated with Redbird Field, including but is not limited to, dugout repairs, concession repairs, fence repairs, lighting, mowing, weed trimming, field repairs and routine turf repairs. Redbirds Baseball is solely responsible for any costs associated with the construction of new facility elements or elements needed for the Redbirds. All necessary equipment for field maintenance and/or operation and all storage of such equipment shall be the sole responsibility of Redbirds Baseball.

Site Improvements
Redbirds Baseball is solely responsible for all costs incurred for necessary site improvements. All site improvements shall meet the applicable Ordinance requirements as established within the Isanti City Code of Ordinances as well as the Zoning ordinances, and shall also comply with any applicable State and/or Federal laws or regulations. Prior to construction or alteration of new and/or existing facilities and/or building, parking area, lighting, and other similar facilities and amenities; Redbirds Baseball shall receive any necessary planning and zoning approval prior to construction on the property. All signs not housed within the perimeter of the baseball field, whether temporary or permanent, shall receive City Council approval, in accordance with the Zoning Ordinance.

Agreed to and approved:
City of Isanti

By:_____

Its: City Administrator Donald C. Lorsung

Date:_____

Agreed to and approved:
City of Isanti

By:_____

Its: Mayor George A. Wimmer

Date:_____

Agreed to and approved:
Redbird Baseball

By: Cynthia Lind-Livingston

Its: President, Isanti Redbirds

Date: 5/6/16

Agreed to and approved:
Redbird Baseball

By: Nancy Steen

Its: Vice President, Isanti Redbirds

Date: 5/6/16

K.6.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: May 17, 2016

Subject: Repair of Bluebird Park Rope Climbing Structure

Background:
The rope tree climber structure at Bluebird Park has been found to have damage at a connection point. The rope has frayed, exposing wires and creating a weak point, which is a safety hazard. City staff have made temporary repairs to stop further damage, and to make the structure as safe as possible until a permanent fix can be made. This temporary repair has been found with further damage. The structure is roughly 12 years old.

Staff have been in contact with the company that installed the equipment initially about replacing this section. City of Isanti Public Works does not have the necessary tools to make the repair in house. To repair the existing structure would cost $4546.50 [$1879.00 parts, $1011.00 freight, up to $1440.00 labor, $216.50 (5%) contingency] and would take at least 10-12 weeks for delivery and installation.

The Park, Recreation, and Culture Board has created a prioritized list of necessary repairs to Isanti Parks. The list was adopted by City Council in 2015 (Resolution 2015-309). The damage to the Bluebird climbing structure only occurred recently, and is not included on this list. Making the repair to the structure would impact the ability to address items that have been made a priority by the Park Board.

The 2016 PRC-404 budget (Repairs and Maintenance) – Repairs/Replacement Park Structures/Equipment had $6420.62 remaining as of the end of April, 2016. Staff have begun research into costs to replace the whole climbing structure. Similar structures can cost between $12,000.00 and $18,000.00.

Staff Request:
Staff is requesting direction on this item. Repairing the structure will require about 71% of the remaining budget (as of April, 2016) and will take 10-12 weeks; doing so will also require adjusting the Parks priority list. Action needs to be taken as soon as possible to address this safety issue.

Attachments:
- Resolution 2016 -XXX
- Resolution 2015-309 – A Resolution to Accept the Parks, Recreation and Culture Board Prioritized List of Necessary Repairs
- Minnesota Wisconsin Playground Quote
- Tree climber photos

RESOLUTION 2016-

A RESOLUTION ADDRESSING THE DAMAGED PLAYGROUND EQUIPMENT AT BLUEBIRD PARK

WHEREAS, the rope tree climbing structure at Bluebird Park has frayed at a connection point and the temporary repairs continue to be damaged; and,

WHEREAS, this damage creates a weak point in the structure and a safety hazard to its users; and,

WHEREAS, City staff have been in contact with the initial installers to determine repair options, and the total cost of the repair will with 5% contingency is in the amount, not to exceed, $4546.50 and the new part will take 10-12 weeks to ship; and,

WHEREAS, funds for the repair would come from the Parks, Recreation, and Culture Repairs and Maintenance budget, and would take about 71% of the remaining budget as of the end of April 2016; and,

WHEREAS, this repair is outside the scope of the Parks, Recreation, and Culture Board Prioritized List which was adopted by Council in December of 2015, and is an unbudgeted expense that may affect the ability to address other items on this list; and,

WHEREAS, the structure is about 12 years old; and,

WHEREAS, the safety issue created with this structure needs to be addressed as soon as possible by either making the repair in the amount, not to exceed, $4546.50 or removing the structure from the park;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, *to approve necessary expenses to repair the existing equipment* OR *to have the rope tree climber equipment removed from Bluebird Park.*

This Resolution hereby approved by the Isanti City Council this 17th day of May, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2015-309

A RESOLUTION TO ACCEPT THE PARKS, RECREATION AND CULTURE BOARD PRIORITIZED LIST OF NECESSARY REPAIRS

WHEREAS, the Parks, Recreation and Culture Board created a subcommittee to review park structures and other park equipment on June 23, 2015; and,

WHEREAS, the subcommittee identified structures and equipment that were either in need of repair or replacement; and,

WHEREAS, the prioritized list is attached as 'Exhibit A'; and,

WHEREAS, staff can move forward with purchasing items or equipment in order as identified by the list as funding becomes available;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Isanti, Minnesota, hereby approves the Parks, Recreation and Culture Board subcommittee prioritized list of repairs and replacement items, attached as 'Exhibit A', and to purchase accordingly as funding becomes available.

This resolution was duly adopted by the Isanti City Council this 15th day of December 2015.

Mayor George A. Wimmer

Attest:

Donald C. Lorsung
City Administrator/City Clerk

(SEAL)

'Exhibit A'

★ = SAFETY ISSUE - PERFORM ASAP

Updated October 22, 2015

Isanti Parks Priority List

This item list has been provided by the PRC Board Sub-Committee members. City staff has included some additional information with costs that were known in the italic font. Not all costs given include freight/ shipping charges.

General Maintenance to be done by PW:

★ THIS SHOULD BE BUDGETED WITHIN 2 YEARS.

★ 1) Sandburs – Totlot and Mattson (parks with sand base still) – *public works sprays and tills approximately twice per Season. We could increase that amount as time permits. We may want to phase out of sand in all of our parks. It is not recommended as a safe attenuated surface type with equipment over 4'. It also is not an accessible surface. We would need to remove the sand, curb the area (we should go to concrete curbing for long term cost savings and longevity) and use wood fiber.*

2) Weeds – General weeding. Removal of weeds in cracks at the sportcourts – *pw will be spraying and removing weeds in Mattson the week of 9/21. We need to purchase approximately $200.00 of crack filler to repair Mattson's tennis courts.*

3) Lubrication – Oil swing chains and other moving parts

4) Woodchips – Rake and level out *$1800.00 per load of wood fiber. We budget*

5) General Cleaning of equipment

6) Clean out Horseshoe pits at Mattson

1 ★ 7) Bolt Covers – All parks. Approximately 30 currently *$1.66 each*

8) Fix or Replace aluminum bench ends – Mattson and VFW *Approx. $10.00/set*

9) Painting – Create a plan and timeline for metals surfaces that are worn or faded

10) Basketball net at Mattson – Missing *Been replaced $6.00 each*

11) Tennis court door latch at Whisper Ridge

Repair / Replace – Major:

2 ★ 1) Replace tube slide bottom – Totlot *Exact item is not available but a comparable one is approximately $1100.00*

4 ★ 2) Skatepark – Cracked panels, Missing screws, Sinking into asphalt

PLAN? ← 3) Hockey Boards – Repair and Replace as outlined at prior meetings

3 ★ 4) Rubber Coatings – Most chains and benches need attention *To be compliant with ASTM playground standards and U.S. Consumer Product Safety Commission (CPSC) guidelines, and in most cases for liability reasons, these pieces should be replaced. For the park equipment (ie chains), each equipment will need to be identified to get part numbers.*

Benches and picnic tables vary in price. Approximately $300-500.00 for bench and $570-880.00 for tables

5 (ADA) 5) Grills – Remove or Repair charcoal grills at Mattson *If we need to replace with an ADA swivel pedestal grill, they are $300.00 (including freight) each*

See 1st None 6) Borders and Play Surface – Replace wood edging and sand at Totlot and Mattson *Depends if the Board would like to see concrete edging or plastic edging that is at many of the parks. The cost for plastic edging is $45.00 per curb piece*

6 ★ 7) 90 degree slide cracked at Rum River Meadows toddler equipment *$499.00 to replace*

8) Repaint Hopscotch – Bluebird *A hopscotch stencil is $200-300.00 to purchase*

Repair / Replace – Minor:

1) Tennis net at Whisper Ridge – Reattach *New net is $289.00*

7 (ADA) 2) Missing Swing at Mattson – Replace with Handicap Accessible ? *Enclosed toddler swing has been installed ($141 each). An Adaptive (ADA) swing with adaptive swing safety belt is $599.65.*

9 3) Mats at bottoms of slides – Replace cracked mats and add where missing *Wear Mat 44"x48" is $196.00 each*

10 4) Edging Maintenance – A few random cracked ones *Edging is $45.00 per curb piece*

8 5) Sign Maintenance – Add signs for Totlot and Whisper Ridge. Re-letter fading signs *Estimated range would be approximately $300-500.00 per sign; depends on a lot of variables.*

Misc. Thoughts and Ideas:

"NICE" IN 2016 ← 1) Brainstorm ideas to draw people to the parks

2) Need more families into Mattson – Mark out a "field" for soccer / football

3) Skatepark – Move existing to East half. New larger at pleasure rink location

4) Pleasure Rink – Move to North end of "Wakepark" lot. Close to warming house.

MINNESOTA•WISCONSIN PLAYGROUND
Consultant: Harlan Lehman

Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | harlan@mnwiplay.com

QUOTE #15723

05/09/2016

Net replacement parts

City of Isanti
Attn: Josi Wood
PO Box 428
Isanti, MN 55040
Phone: 763-444-5512
Fax: 763-444-5560
isantiparks@cityofisanti.us

Ship To Zip: 55040

Quantity	Part #	Description	Unit Price	Amount
1	Lump Sum	Replacement Net Parts	$1,879.00	$1,879.00
2	workers	Take down old parts & re-install new parts - ***Repair will be billed based on drive time to the site and the time on site for 2 guys.*	$90.00	$180.00

SubTotal:	$2,059.00
Freight:	$1,011.00
Total Amount:	**$3,070.00**

This quotation is subject to polices in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of $1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Pricing: f.o.b. factory, firm for 30 days from date of quotation. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: payment in full, check submitted with order.

Shipment: order shall ship within 30-45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Project Name: _____

Attn: _____ Attn: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

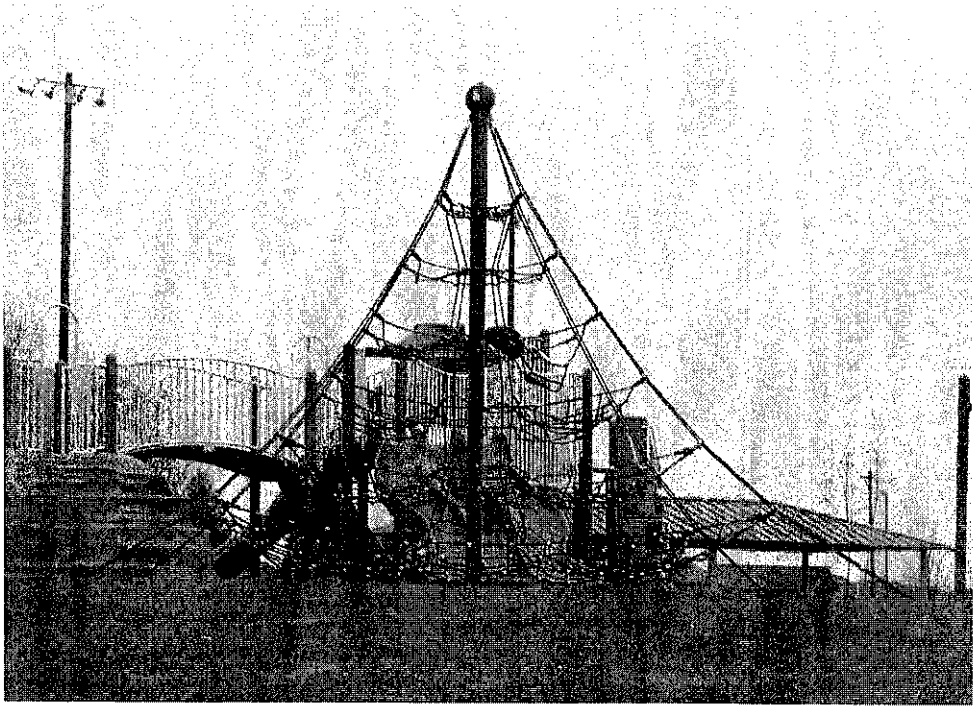
Contact: _____ Contact: _____

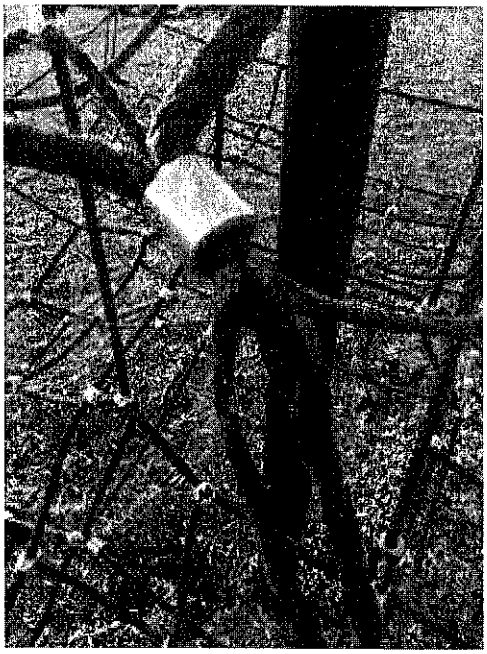
Tel: _____ Tel: _____

Fax: _____ Fax: _____

GameTime

Bluebird Park Tree Climber





Damaged Connection Point

A Community For Generations.

Isanti

K.7.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: May 17, 2016

Subject: Request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota.

Background

Staff has received a request from Jim Bergman to locate a used car sales lot at 11 Heritage Blvd NW, the SHR Gun Sales building. The building currently houses SHR Gun Sales and Cambridge Upholstery. SHR Gun Sales occupies roughly 2000sf of floor area. Cambridge Upholstery occupies roughly 1800sf of floor area and is primarily online sales. The car sales office would occupy roughly 700sf of floor area. The required number of parking spots would be 17. 15 spaces for the gun sales and upholstery business and 2 for the car sales office (excluding sales vehicles).

A CUP for vehicle sales was last issued for this property in 2004 for Adventure Auto Sales. It's unclear if this was ever in operation. There does seem to be a number of other vehicle or motorcycle sales operations that operated out of this facility.

The applicant is requesting to park 8 -10 cars on the east side of the site (facing the RR Tracks). There appears to be sufficient room due to the required parking being accounted for on the western side of the property.

The one thing that seems to have been missed over the years is that at some point the property owners, whether with approval or not, added paving to an area of the lot that is on railroad ROW. While it is possible to have vehicles parked on the east side of the building, it needs to clear to the property owner and applicant, that the vehicles for sale are not to be parked on the RR property unless they can provide proof of authorization from the RR.

This use was discussed with the Development and Operations Advisory Committee at their April 21st meeting. DOAC had no objections or major concerns of the operations of a motor vehicle sales office with vehicle display.

The specific conditions outlined in Section 13: Use Regulations are as follows (not all are applicable):

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
   The principal building is roughly 6,100 square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
   The use is part of an existing building with previous site plan approval.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.

There are approximately 20 parking stalls on the west side of the site. The gun shop and upholstery shop require 15 stalls (1 stall/250sf floor area). The vehicle sales office requires 2 stalls (1/400sf office area) and 9 stalls will be used for display. The site has roughly 29 stalls available.

4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
   Applicant to be made aware of this requirement.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
   Applicant states no on site repair, assembly, disassembly or maintenance will occur on site.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
   A site plan indicating the location of the display vehicles has been submitted and is attached.
7. No outside speaker system shall be permitted without the approval from the City Council.
   Applicant to be made aware of this requirement.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
   Not applicable.

Staff Recommendation:
Staff recommends approval of the Conditional Use Permit subject to the conditions outlined in Sections 13 and 21 of Zoning Ordinance No. 445.

Comprehensive Plan
The 2008 Comprehensive Plan has the area guided for General Commercial Development. The existing uses and the proposed use would appear to meet purpose, goals, and objectives of this land use classification.

Zoning
The property is zoned "B-2" General Business District. Motor Vehicle Sales are listed as a Conditional Use within the "B-2" District. The petitioner is subject to the application requirements, procedure, and performance standards as outlined within Section 21 Administration, Article 2 Conditional Use Permits and Section 13 Use Regulations, Subdivision12 of Ordinance No. 445: Zoning.

Zoning Ordinance Provisions
The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Conditional Use Permit Requirements

Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Section 13 Use Regulations

Subdivision 12: Motor Vehicle Sales and Rental/Leasing Facilities

A. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
B. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
C. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this ordinance.
D. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
E. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
F. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
G. No outside speaker system shall be permitted without the approval from the City Council.
H. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

Certification of Taxes Paid
Prior to approving an application for a conditional use permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Monday, April 18th, 2016; that all taxes associated with the property were current.

Public Notice
Notice was published within the Isanti County News on April 27th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment
To date, no public comment or questions had been received.

Development and Operations Advisory Committee:
The Development Advisory Committee met on April 21, 2016 to discuss the Conditional Use Permit request. The committee recommended approval of the CUP subject to the submittal of all requested documents and information requested by the Community Development Director.

Planning Commission Recommendation:
Motion by Kennedy second by Bergley to recommend approval of the request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota with the conditions outlined in the resolution. Motion carried unanimously.

Deadline for City Council Action
The City of Isanti received a complete application for a Conditional Use Permit on April 22, 2016. Pursuant to Minnesota State Statute, the City must act on this request by June 21, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language
1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments
- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Site Layout of car display location

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR MOTOR VEHICLE SALES IN THE BUILDING LOCATED AT 401 EAST DUAL BOULVARD NE, ISANTI COUNTY, ISANTI, MINNESOTA

WHEREAS, James Walters own the property located at 11 Heritage Boulevard NW, Isanti, Minnesota; and,

WHEREAS, Jim Bergman is requesting to operate a motor vehicle sales office with vehicle displays within the building located at 11 Heritage Boulevard NW; and,

WHEREAS, the property is located within the "B-2" General Business District, which requires a Conditional Use Permit (CUP) for motor vehicle sales and display within said district; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on May 10th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on May 17th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit for a motor vehicle sales and display to be located at 401 East Dual Boulevard NE be hereby approved subject to the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.

9. All vehicles and activities shall remain on the property owned by James Walters. No vehicles or activities are to be permitted on the paved area extending in to the Railroad right-of-way without proof of permission from the Railroad.

Adopted by the Isanti City Council on this 17th day of May 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting to operate a Motor Vehicle Sales and Display on the property located at 11 Heritage Boulevard NW.
2. The property is zoned "B-2" General Commercial District.
3. A Conditional Use Permit is required for Motor Vehicle Sales and Display within the "B-2" General Commercial District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on April 21, 2016. Staff had reviewed such application and deemed such application complete on April 22, 2016. Pursuant to Minnesota State Statute, the City must act on this request by February 7th, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, May 10th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, April 27, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.
8. The Planning Commission held a public hearing on the item on May 10th, 2016; and all property owners within 350' of the subject property were invited to attend and provide public comment.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     As outlined within the staff memo, the elements of the project would appear to meet the requirements of the zoning ordinance and the intent of the land use designation in which the property is located.
   - B. Consistency with City Codes.
     Overall, the proposal appears to be consistent with city codes and ordinances. The plans provided would appear to meet the minimum requirements set by the zoning ordinance (setbacks, parking, landscaping, lighting, etc).
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     This is an existing site. There will be no physical changes to the property.
   - D. The amount and location of open space and landscaping.
     The amount of open space and landscaping are based upon the original site plan.
   - E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.

The existing parking area meets the parking requirements set forth in Section 17 of the Zoning Ordinance.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
There will be no physical changes to the property. Vehicle displays are permitted within the General Commercial District. There are no residential properties nearby requiring additional screening.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
Not applicable.

2. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
As noted, the proposed use for the site would be consistent with the goals and objectives of the comprehensive plan.

B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
The proposed use a permitted conditional use. It fits the intent of the ordinance and underlying zoning district ("B-2" General Commercial District).

C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The establishment of the conditional use does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community. The proposal follows the requirements further outlined in Section 13: Use Regulations for Motor Vehicle Repair and/or Body Shop.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The use of this property as a motor vehicle body shop will be maintained within the building and shall abide by the conditions outlined in Section 13: Use Regulations for Motor Vehicle Sales.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The use of this property for motor vehicle sales will not be detrimental to surrounding properties, nor will it impede normal and orderly growth.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Adequate public facilities and services are existing and available.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on the approval to ensure that the property is used in accordance to the ordinance requirements.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

3. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access and parking for this development are in compliance with Section 17 of this Ordinance.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Access and parking for this development are in compliance with Section 17 of this Ordinance.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Landscaping is existing and is consistent with the approved site plan for such building.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
No additional lighting will be added.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Not applicable.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
There will be no changes to the existing building.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
The refuse container is part of the existing building.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
There are no signage changes proposed.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull the appropriate permits and any appropriate fees must be paid for these permits and inspections completed by the appropriate staff person prior, during, and following construction.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
All performance standards are to be met and maintained.

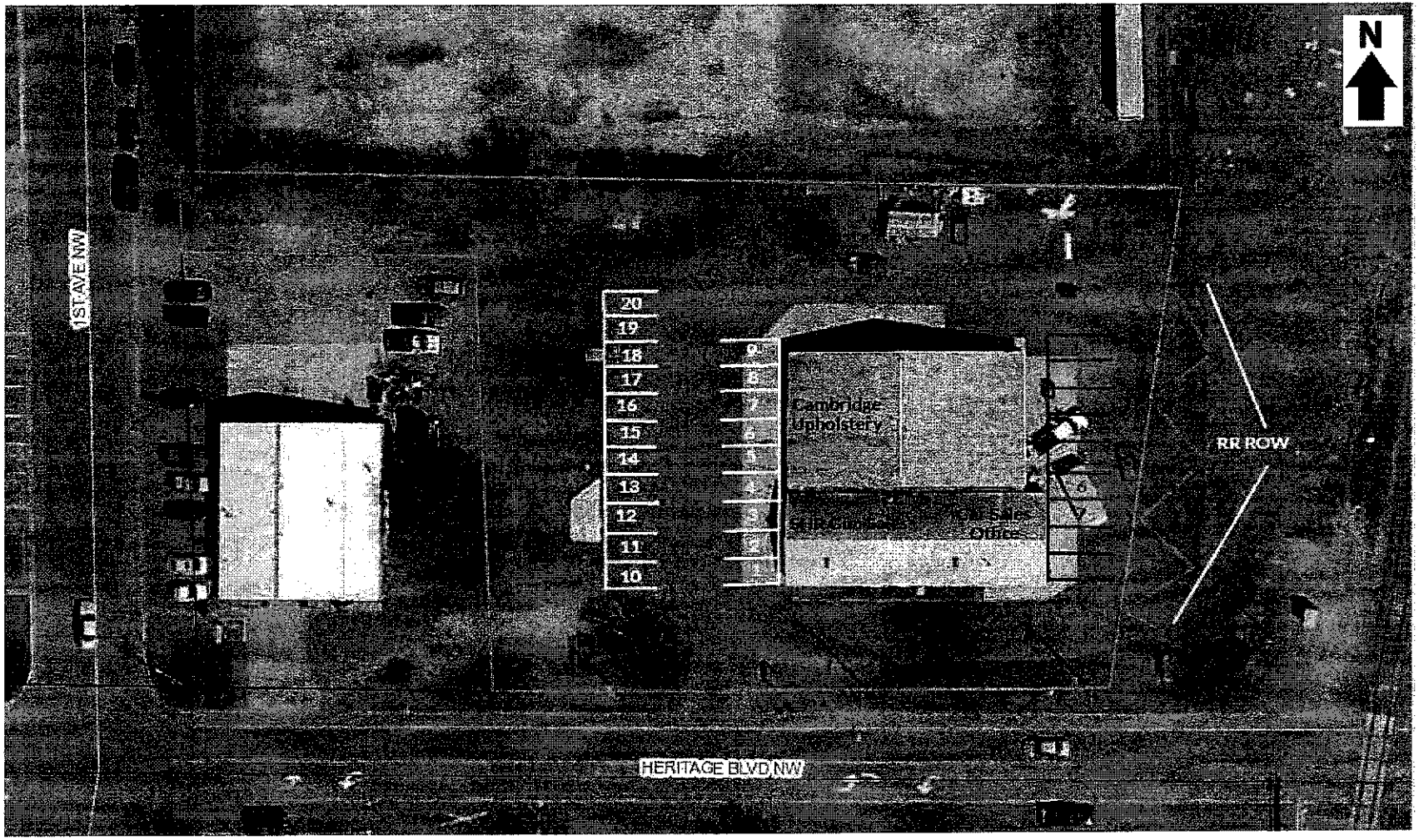
Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

Decision

The Planning Commission held a public hearing on the item at the **May 10th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from Jim Bergman for Approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota with the conditions outlined in the resolution. Motion carried unanimously.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HERITAGE BLVD NW
RR ROW
Cambridge Upholstery
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A Community For Generations.

Isanti

K.8.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: May 17, 2016

Subject: Request from Minnco Credit Union for an Interim Use Permit to allow for Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE.

Background

Minnco Credit Union is located at 311 Credit Union Drive NE, which is located on the southwest corner of the intersection of Credit Union Drive NE and County Road 5 NE. The credit union also owns the vacant parcel that is located immediately to the west at 309 Credit Union Drive NE. The petitioner is looking to host a temporary motor vehicle sales event on this vacant parcel, which would occur on Friday, June 17th from 12:00 p.m. to 6:00 p.m. through Saturday, June 18th from 9:00 a.m. to 3:00 p.m.

A number of local used and new car dealerships will be bringing product for display on the property. The inventory on site will consist of 100 cars and trucks. The vehicles would be brought to the property on Friday morning and would be removed as soon as possible on Saturday afternoon and evening after the sale has closed. Security will be provided on-site from the close of activities on Friday evening until the opening of business on Saturday morning, to ensure that the inventory is not vandalized or stolen while on the property. Access to the vacant lot would be provided from the Credit Union property, to the west of the existing building.

At this time, no additional lighting, structures or signage has been requested. The petitioner has been made aware that any temporary signage for the event would be required to meet the requirements of the Zoning Ordinance and a Temporary Sign Permit Application would need to be submitted for review and approval by City staff prior to the placement of such signage on the property for the sales event.

Minnco Credit Union does have hard surface parking available on the credit union property. There are thirty-four (34) parking spaces available for patrons to the financial institution as well as to the sales event. Open sales lots require 1 space for every 1,000 square feet of sales area. The petitioner is looking to use approximately 20,000 square feet of area for the outdoor sales event, which would equate to 20 parking spaces. The existing credit union is considered an office space and requires 1 space for every 250 square feet of floor area. The main level of the existing credit union building is estimated at 3,100 square feet. This means that approximately twelve (12) spaces would be required for the office use. A total of thirty-two (32) parking spaces would be required on the property for both uses. At this time, the existing parking area would appear to meet the parking requirements as established within the Zoning Ordinance. However, given the potential draw that this type of sales event may have within the community, the petitioner may want to make arrangements with surrounding businesses to allow for additional and/or over flow parking areas for those that may be coming to the sales event.

City staff did verify on April 22nd, 2016 with the Isanti County Treasurer-Auditor Office that the taxes are current on the property, as required by City Ordinance. A copy of the information regarding the event as well as a map has been attached for Planning Commission review.

Zoning Ordinance Provisions

In general, all Interim Uses are subject to criteria, which must be reviewed as part of the Interim Use process. The Criteria and Conditions of Approval, as stipulated within the Zoning Ordinance are provided below.

Section 21 Administration and Enforcement, Article 3 Interim Uses, Subdivision 5: Criteria for Granting an Interim Use Permit

The Planning Commission and City Council shall consider the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding properties. The Planning Commission and City Council shall consider and make findings regarding the following factors:

A. The proposed use shall meet the applicable zoning regulations; and
B. The proposed use will not adversely impact implementation of the Comprehensive Plan; and
C. The proposed use will terminate upon a date or event that can be identified with certainty; and
D. The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and
E. The applicant has signed a consent agreement agreeing with the applicant, owner, operator, tenant and/or user has no entitlement to future re-approval of the Interim Use Permit; and
F. The proposed use will be subject to, by agreement with the property owner, any conditions that the City Council deems appropriate for permission of the proposed interim use, including a condition that the owner may be required to provide an appropriate surety to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use.

Section 21 Administration and Enforcement, Article 3 Interim Uses, Subdivision 6: Conditions of Approval

In permitting a new interim use permit or amending an existing interim use permit, the Planning Commission may recommend and the City Council may impose, in addition to the standards and requirements expressly specified by this section, additional conditions which the Planning Commission and/or City Council consider necessary to protect the best interest of the surrounding area or the community as a whole. These conditions may include, but are not limited to, the following:

A. Increasing the required lot size or yard dimensions;
B. Limiting the height, size, or location of buildings;
C. Controlling the location and number of vehicles access points;
D. Increasing the street width;
E. Increasing the number of required off-street parking spaces;
F. Limiting the number, size, location or lighting of signs;
G. Requiring diking, fencing, screening, landscaping or other facilities to protect adjacent or nearby property;
H. Designation of open space;
I. Obtaining the necessary licenses as required by the City of Isanti, Isanti County or State of Minnesota;
J. Restrictions on the hours of operation;
K. Exterior lighting is limited to protect adjacent or nearby property;
L. Controlling architectural appearance and functional design of the building or site;
M. Applicable performance standards of the zoning district in which such use is located are met and non-conformities are eliminated;
N. Annual review, if deemed appropriate by the City Council.
O. Any additional stipulations, pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public, health, safety, and welfare, can be served as well or better by modifying or expanding upon the conditions set forth herein.

Public Notice
Notice was published within the Isanti County News on April 27th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by City Code.

Public Comment
Staff had not received any written comments prior to the release of the staff memo.

Deadline for City Council Action
The City of Isanti received a complete application for this request on April 22nd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by June 21st, 2016 (60 days), unless the City provides the petitioner with written reasons for an additional 60-day review period.

Planning Review Committee Recommendation
Minnco Credit Union has applied for and received approval for this event in the past. Given that the description of the event has not changed and all other ordinance requirements appear to have been met, City staff would continue to recommend that the following conditions be considered:

1. Any temporary signage that may be located on the property for the event would be required to meet the requirements of Section 16 Signs of the Zoning Ordinance. A Temporary Sign Permit Application shall be submitted for City staff review and approval prior to placement on the property before the event.
2. All of the dealerships participating in the temporary motor vehicle sales event shall have obtained the appropriate license from the State of Minnesota to conduct motor vehicle sales.
3. Any customers coming to the event must park in designated parking areas and shall not be permitted to drive into the sales area.
4. The Minnco Credit Union shall work with surrounding businesses for additional or overflow parking options. A copy of the written approval from such property owners shall be provided to the City.
5. Access to the vacant lot shall be from the Minnco property at 311 Credit Union Drive NE only, as shown on the site plan as provided. Access to the vacant lot shall not be from County Road 5 NE or the property located to the west of 309 Credit Union Drive NE.
6. Minnco Credit Union shall be responsible for returning the site to the condition it was in prior to the event. All waste shall be removed from the site and any damage to the turf shall be re-established.
7. The Interim Use Permit is granted to Minnco Credit Union for the following dates and times: Friday, June 20th, 2014 from 12:00 p.m. to 8:00 p.m. and Saturday, June 21st, 2014 from 8:00 a.m. to 3:00 p.m. Time will be permitted before and after the event on the same days specified for set-up and removal of vehicles.

Planning Commission Recommendation
Motion by Lundeen second by Bergley to recommend approval of the Interim Use Permit to allow for Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition with the conditions outlined in the attached resolution. Motion carried unanimously.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the Interim Use Permit to allow for Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition.
2. Recommend Approval with Conditions: Motion to recommend approval of the Interim Use Permit to allow for Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition with the following conditions……

3. Recommend Denial: Motion to recommend denial of the Interim Use Permit to allow for Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition for the following reasons.....
4. Table: Motion to table the Interim Use Permit request to allow for Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016-
- Findings of Fact and Conclusion
- Location and Parcel Maps

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE INTERIM USE PERMIT AS REQUESTED BY MINNCO CREDIT UNION TO PERMIT TEMPORARY MOTOR VEHICLE SALES ON THE PROPERTIES LOCATED AT 309 AND 311 CREDIT UNION DRIVE NE

WHEREAS, Minnco Credit Union has applied for an Interim Use Permit to allow for a Temporary Motor Vehicle Sales Event to be located on properties legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition; and,

WHEREAS, the property is located within the "B-2" General Business District and an Interim Use Permit is required for Temporary Motor Vehicle Sales, accessory to a financial institution; and,

WHEREAS, such events are limited to two (2) events per calendar year and shall not exceed three (3) days in duration per each event; and,

WHEREAS, the event as proposed by the petitioner would appear to meet the requirements of the Zoning Ordinance, as this is the first event for the property that is scheduled for Friday, June 17th from 12:00 p.m. to 6:00 p.m. and Saturday, June 18th from 9:00 a.m. to 3:00 p.m.; and,

WHEREAS, the Planning Commission conducted a public hearing on the proposed Interim Use Permit on May 10th, 2016 and recommended approval of the Interim Use Permit subject to City staff conditions based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Interim Use Permit at its regularly scheduled meeting on May 17th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Interim Use Permit and **BE IT FURTHER RESOLVED** by the City Council of the City of Isanti, Minnesota that the requested Interim Use Permit for a Temporary Motor Vehicle Sales event to be located on the properties at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2, Block 1 Credit Union Drive be approved, with the following conditions:

1. Any temporary signage that may be located on the property for the event would be required to meet the requirements of Section 16 Signs of the Zoning Ordinance. A Temporary Sign Permit Application shall be submitted for City staff review and approval prior to placement on the property before the event.
2. All of the dealerships participating in the temporary motor vehicle sales event shall have obtained the appropriate license from the State of Minnesota to conduct motor vehicle sales.
3. Any customers coming to the event must park in designated parking areas and shall not be permitted to drive into the sales area.
4. The Minnco Credit Union shall work with surrounding businesses for additional or overflow parking options. A copy of the written approval from such property owners shall be provided to the City.
5. Access to the vacant lot shall be from the Minnco property at 311 Credit Union Drive NE only, as shown on the site plan as provided. Access to the vacant lot shall not be from County Road 5 NE or the property located to the west of 309 Credit Union Drive NE.
6. Minnco Credit Union shall be responsible for returning the site to the condition it was in prior to the event. All waste shall be removed from the site and any damage to the turf shall be re-established.

7. The Interim Use Permit is granted to Minnco Credit Union for the following dates and times: Friday, June 17th, 2016 from 12:00 p.m. to 6:00 p.m. and Saturday, June 18th, 2016 from 9:00 a.m. to 3:00 p.m. Time will be permitted before and after the event on the same days specified for set-up and removal of vehicles.

Adopted by the Isanti City Council on this 17th day of May 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Minnco Credit Union for an Interim Use Permit to permit Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition.

Findings of Fact

1. The petitioner, Minnco Credit Union, owns the properties located at 309 and 311 Credit Union Drive NE.
2. The property is legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition.
3. The property is zoned "B-2" General Business District, in which an Interim Use Permit is required for Temporary Motor Vehicle Sales, accessory to a financial institution.
4. Such sales events are limited to two (2) events per calendar year and shall not exceed three (3) days per event. No more than the number of events identified shall be permitted for the same property in any given calendar year.
5. The petitioner submitted an Interim Use Permit Application, the required application fee and associated materials on April 21st, 2016. Staff had reviewed such application and deemed such application complete on April 22nd, 2016. Pursuant to Minnesota State Statute, the City must act on this request by June 21st, 2016 (60-day rule).
6. The event would be the first for the property owner and such event is scheduled to run for two days, thus appearing to meet the initial requirements of the Zoning Ordinance.
7. A public hearing date before the Planning Commission was scheduled for Tuesday, May 10th at 7:00 p.m. at City Hall within the Council Chambers.
8. Notice of the Interim Use Permit request was published within the Isanti County News on Wednesday, April 27th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
9. Section 21, Article 3: Interim Uses, Subdivision 5 of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing an Interim Use Permit request. In addition, the Planning Commission may recommend and the City Council may require additional items so as to protect the best interest of the surrounding properties or the community as a whole and may include, but are not limited to the items listed within Section 21, Article 3: Interim Uses, Subdivision 6 of the Zoning Ordinance.
10. The Planning Commission held a public hearing on the item on May 10th, 2016; and all property owners within 350' were invited to attend and provide public comment.

Conclusions

1. In review of the factors established in Section 21, Article 3: Interim Uses, Subdivision 5, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. The proposed use shall meet the applicable zoning regulations.
     The proposed use has been identified as an Interim Use within the "B-2" General Business District when accessory to a financial institution.
   - B. The proposed use will not adversely impact implementation of the Comprehensive Plan.
     The proposed use was previously determined to be acceptable as an Interim Use within the General Business District when associated with a financial institution. The proposed use is an interim use and will only continue on the property for the dates and times as specified within the permit. The event is scheduled to occur on Friday, June 17th, 2016 for 12:00 p.m. to 6:00 p.m. and on Saturday, June 18th, 2016 from 9:00 a.m. to 3:00 p.m. Additional time shall be granted to the petitioner for the set-up and removal of motor vehicles prior to and after the event has occurred. Any future sales would be required to receive a new Interim Use Permit for subsequent events.

C. The proposed use will terminate upon a date or event that can be identified with certainty.
The event is scheduled to occur on Friday, June 17th, 2016 for 12:00 p.m. to 6:00 p.m. and on Saturday, June 18th, 2016 from 9:00 a.m. to 3:00 p.m. Additional time shall be granted to the petitioner for the set-up and removal of motor vehicles prior to and after the event has occurred.

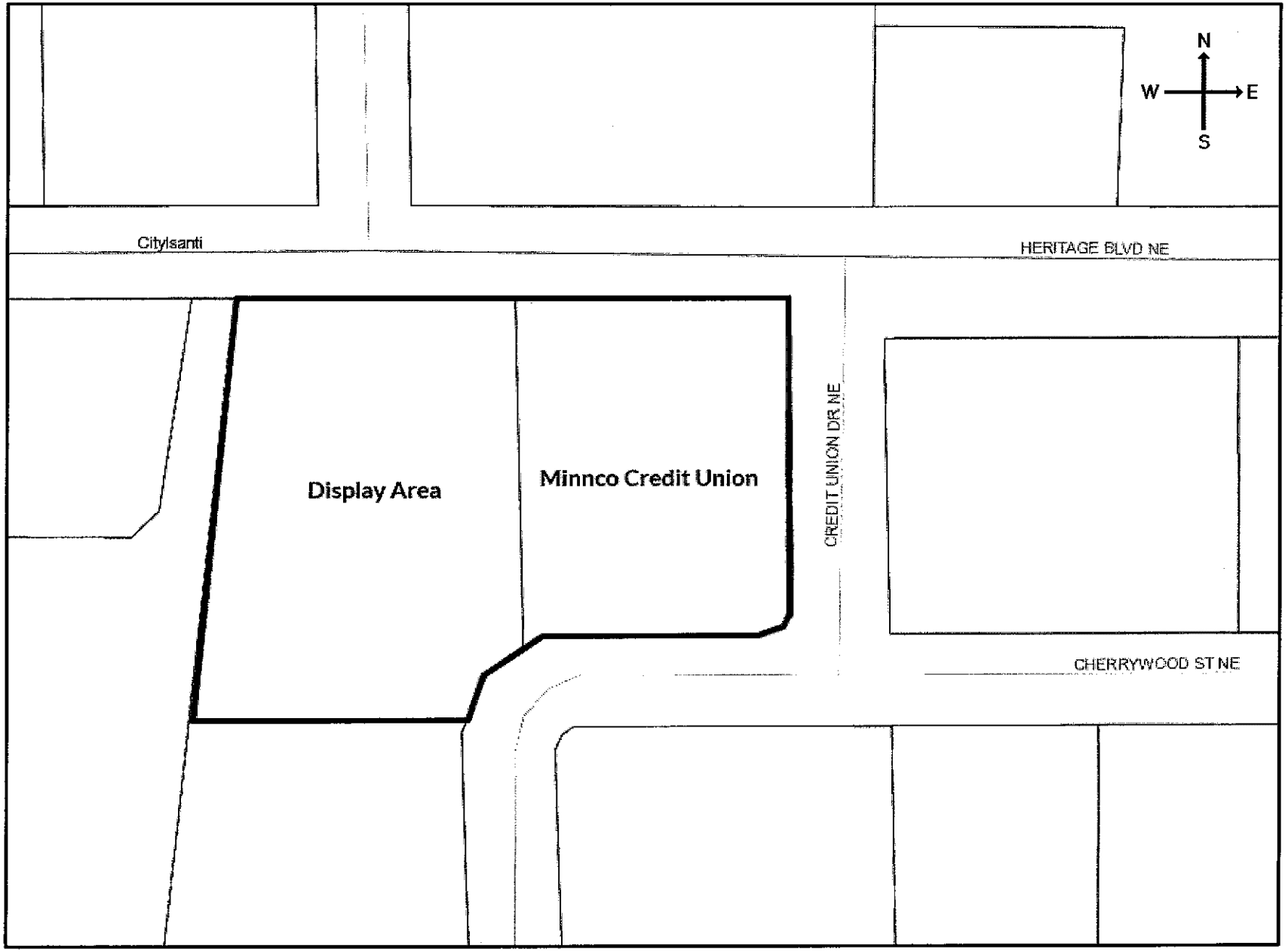
D. The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future.
At this time, the property is owned by the petitioner. The use is temporary and does not require any additional permanent improvements to the site.

E. The applicant has signed a consent agreement agreeing with the applicant, owner, operator, tenant and/or user has no entitlement to future re-approval of the Interim Use Permit.
The petitioner has been made aware that there shall be no entitlement to future re-approval of the Interim Use Permit and that the permit has been granted to the current applicant and property owner for the dates as identified within the Interim Use Permit.

F. The proposed use will be subject to, by agreement with the property owner, any conditions that the City Council deems appropriate for permission of the proposed interim use, including a condition that the owner may be required to provide an appropriate surety to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use.
Additional conditions have been added to the approval and have been provided for within this Findings of Fact and Condition, which the Planning Commission and City Council have determined are necessary to protect the best interest of the surrounding area and the community as a whole.

Decision
The Planning Commission reviewed the request in a public hearing on May 10th, 2016. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Planning Commission Recommendation:
Motion by Lundeen second by Bergley to recommend approval of the Interim Use Permit to allow for Temporary Motor Vehicle Sales on the properties located at 309 and 311 Credit Union Drive NE, legally described as Lot 1 and Lot 2; Block 1 Credit Union Addition with the conditions outlined in the attached resolution. Motion carried unanimously.


N
W
E
S
CityIsanti
HERITAGE BLVD NE
Display Area
Minnco Credit Union
CREDIT UNION DR NE
CHERRYWOOD ST NE

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Isanti

K.9.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: May 17, 2016

Subject: Request from the City of Isanti to Amend Zoning Ordinance 445, Section 6: Residential Districts and Section 14: Performance Standards to include fencing/barricade requirements for swimming pools.

Background

April 12, 2016 Planning Commission meeting memo information.

As we've discussed in the past, the recent update of the Minnesota Building Code from the 2006 edition to the 2015 edition, has brought about some changes that needed to be addressed in either City Code or Zoning Code. Another major change was recently discovered. The 2015 MN Building Code completely eliminates the requirement of fencing around swimming pools. Swimming pools in excess of 5,000 gallons and 24 inches in depth, do still, however, require building permits.

In order to uphold a standard that the City of Isanti feels is important to the safety of its residents, staff, along with the Development and Operations Advisory Committee, recommend placing recently eliminated fencing/barricade requirements within the Zoning Ordinance under Section 14 Performance Standards.

UPDATE:

Staff was directed at the April 12th Planning Commission meeting to review the standards more thoroughly and bring new, clearer, regulations back to the Commission.

In reviewing ordinance language in other cities, it was discovered that many cities drafted their ordinance using plain language rather than pulling the wording directly from building code. By doing this, it makes the ordinance much clearer and easier to read, and also, answers many of the questions that were asked by the Planning Commission at April's meeting. Specifically, the ordinance states that if an above ground pool has side walls of 48" or greater, the side wall may be considered an acceptable barrier so long as all other forms of access (ladder/steps) are barricaded or removed when the pool is not in use.

Staff Request

To consider recommending approval of the attached ordinance amending Section 6: Residential Districts and Section 14: Performance Standards to add requirements for fencing/protective barricades around swimming pools.

Planning Commission Recommendation:

Motion by Lundeen second by Cesafsky to recommend approval of the request from the City of Isanti to Amend Zoning Ordinance 445, Section 6: Residential Districts and Section 14: Performance Standards to include fencing/barricade requirements for swimming pools. Motion carried unanimously.

Attachments

- Ordinance No. XXX
- Findings of Fact and Conclusions

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO 445 ZONING; SECTION 6 RESIDENTIAL DISTRICTS, SECTION 14 PERFORMANCE STANDARDS

THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

Section 6: Residential Districts, Article 1 "R-1" Single Family Residential District, Subdivision 3 Permitted Accessory Uses is hereby amended to read and include the following:

F. Private swimming pools with a depth exceeding twenty-four (24) inches and 5,000 gallons shall be located in the rear yard only and shall require fencing in accordance with building code requirements and Section 15 of this Ordinance. Additional standards as provided in Section 14 of this Ordinance shall be met.

II. AMENDMENTS

Section 6: Residential Districts, Article 2 "R-2" Single Family Residential District, Subdivision 4 Conditional Uses is hereby amended to read and include the following:

F. Private swimming pools with a depth exceeding twenty-four (24) inches and 5,000 gallons shall be located in the rear yard only and shall require fencing in accordance with building code requirements and Section 15 of this Ordinance. Additional standards as provided in Section 14 of this Ordinance shall be met.

III. AMENDMENTS

Section 6: Residential Districts, Article 3 "R-3A" Low Density Multiple Family District, Subdivision 4 Conditional Uses is hereby amended to read and include the following:

F. Private swimming pools with a depth exceeding twenty-four (24) inches and 5,000 gallons shall be located in the rear yard only and shall require fencing in accordance with building code requirements and Section 15 of this Ordinance. Additional standards as provided in Section 14 of this Ordinance shall be met.

IV. AMENDMENTS

Section 6: Residential Districts, Article 4 "R-3B" Medium Density Multiple Family District, Subdivision 4 Conditional Uses is hereby amended to read and include the following:

F. Private swimming pools with a depth exceeding twenty-four (24) inches and 5,000 gallons shall be located in the rear yard only and shall require fencing in accordance with building code requirements and Section 15 of this Ordinance. Additional standards as provided in Section 14 of this Ordinance shall be met.

V. AMENDMENTS

Section 6: Residential Districts, Article 5 "R-4" Multiple Family District, Subdivision 4 Conditional Uses is hereby amended to read and include the following:

G. Private swimming pools with a depth exceeding twenty-four (24) inches and 5,000 gallons shall be located in the rear yard only and shall require fencing in accordance with building code requirements and Section 15 of this Ordinance. Additional standards as provided in Section 14 of this Ordinance shall be met.

VI. AMENDMENTS

Section 14: Performance Standards, is hereby amended to read and include the following:

Subdivision 6: Swimming Pools

Any structure intended for swimming, recreational bathing or wading that contains water, over 24 inches (610 mm) deep. This includes in-ground, above-ground and on-ground pools; hot tubs; spas and fixed-in-place wading pools.

A. Barrier requirements.

1. Storable swimming or wading pools shall be exempt from this section provided all means of access into the pool are removed and the pool is covered when it is not attended.
2. A minimum 48-inch high barrier, which completely surrounds and restricts access to the swimming pool, shall be installed and maintained in a sound and safe condition around a swimming pool or around the tract of land where the pool is located. The barrier may consist of a security fence, freestanding wall, a building's wall, or combination thereof. When the swimming pool is an above ground swimming pool of which the wall(s) of the swimming pool are greater than 48 inches from the ground to the top of the pool wall(s) at every point around the pool, then no barrier is required, but the means of access into the swimming pool (e.g. ladder or steps), shall be secured, locked or removed to prevent access during any period of time that the pool is unattended or not in use. Spas or hot tubs with a locking safety cover which complies with ASTM Standard F 1346-91 shall be exempt from these barrier requirements, provided they are equipped with a safety locking cover which is locked at all times the spa or hot tub is not in use.
3. The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall not allow passage of a four-inch-diameter-sphere. Where the top of the pool structure is above grade, such as an above ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall not allow passage of a four-inch-diameter sphere.
4. Openings in the barrier shall not allow passage of a four-inch-diameter sphere.
5. To prevent a person from scaling a solid barrier, which does not have openings, such as a masonry or stone wall, such barrier wall shall not contain indentations or protrusions in excess of 1.25 square inches except for normal construction tolerances and tooled masonry joints.
6. Where the barrier is composed of horizontal and vertical members and the distance between the tops of each of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1.75 inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches in width.
7. Where the barrier is composed of horizontal and vertical members and the distance between the tops of each of the horizontal members is 45 inches or more, spacing between vertical members shall not exceed four inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1.75 inches in width.

8. Maximum mesh size for chain link fences shall be a 2.25-inch square unless the fence is provided with slats fastened at the top or the bottom of which reduce the openings to not more than 1.75 inches.
9. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall not be more than 1.75 inches.
10. The Building Official shall approve the plans and specifications for the barrier prior to its installation. The barrier shall be equipped with doors or gates which are self-closing and self-latching with the latch to be located a minimum of 42 inches above ground level and equipped with a lock which shall be kept locked when the swimming pool is unattended.

B. Setbacks.
1. Swimming pools shall be set back a minimum of five feet from any side or rear lot line as measured from the nearest edge of the slope around the pool or perimeter walk.
2. Swimming pools shall not be located in an easement of record as measured from the nearest edge of the slope around the pool or perimeter walk.
3. Swimming pools shall be located in the rear yard only.

C. Maintenance. It shall be the responsibility of the property owner where said pool is located to maintain all pool covers, fences, gates and closure devices in good operating condition. Failure to maintain pool covers, fences, failure to have gates closed or failure to remove or retract the ladder access to the pool shall constitute a violation of the Zoning Ordinance and is subject to the penalties provided therefore.

D. Permit required. No person shall construct, install or locate a swimming pool, as defined herein, without first obtaining a building permit from the city. Storable swimming or wading pools are not required to obtain a building permit unless they are in excess of 24 inches in depth and 5,000 gallons. The applicant for a swimming pool permit shall submit any information as the Building Official shall deem necessary.

VII. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 17th day of May 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 14 Performance Standards.

Findings of Fact

1. The Development and Operations Advisory Committee requested the Planning Commission review an amendment to Section 14 of the Zoning Ordinance at their regularly scheduled meeting on March 3, 2016.
2. The latest update (2015) to the International Building Code has eliminated the section pertaining to swimming pool enclosures and safety devices (Section 3109).
3. To maintain the swimming pool enclosures and safety device regulations, an amendment to the zoning ordinance must occur.
4. While the intent of the Ordinance remains intact, amendments must be made to the Ordinance regulations to ensure that the appropriate requirements are being used.
5. Notification of the public hearing was provided for within the City's official newspaper on Wednesday, April 6th, 2016.
6. The Planning Commission reviewed the requested text amendment to the Zoning Ordinance during a public hearing held at their regularly scheduled meeting on April 12th, 2016.
7. The Planning Commission recommended tabling action on the amendment until the May 10th, 2016 Planning Commission meeting.
8. The public hearing was extended to, and held, on May 10th, 2016 at the regularly scheduled Planning Commission meeting.

Conclusions

1. In review of the Ordinance requirements provided for within Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D), the following conclusions have been made *(conclusions to each requirement have been shown in underlined italics):*
   a. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
   The ordinance amendment helps to protect the safety of Isanti's citizens and visitors, which is consistent with the City's Comprehensive Plan.
   b. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
   The ordinance amendment adds a critical performance standard.
   c. There is adequate infrastructure available to service the proposed action.
   Not applicable.
   d. There is an adequate buffer or transition provided between potentially incompatible districts.
   Not applicable.

Decision

The Planning Commission held a public hearing on the item at the **May 10th, 2016** meeting. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusions.

Planning Commission Recommendation:

Motion by Lundeen second by Cesafsky to recommend approval of the request from the City of Isanti to Amend Zoning Ordinance 445, Section 6: Residential Districts and Section 14: Performance Standards to include fencing/barricade requirements for swimming pools. Motion carried unanimously.

A Community For Generations.

Isanti

K.10.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: May 17, 2016

Subject: An Ordinance Amending Chapter 8-6. Planning Commission to Reduce the Number of Members.

Background

Per the direction of the City Council at the May 3rd, 2016 meeting, an ordinance was drafted to amend the number of members on the Planning Commission. Members will be immediately reduced to six upon publication of the ordinance. Members will be reduced to five effective January 1, 2017. There will remain two appointed City Council members and the appointed citizens at large will be reduced to three.

Attachments:

- Ord. No. XXX

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 8-6. PLANNING COMMISSION TO REDUCE THE NUMBER OF MEMBERS

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

CHAPTER 8-6. Planning Commission. Chapter 8-6. C. and E. are hereby amended to read as follows:

C. The City Council shall have sole authority to appoint members to the Planning Commission. All members of the Planning Commission shall serve at the will of the City Council and may be removed without cause. The number of members for the Planning Commission shall be ~~seven~~ six from the effective date hereof, until January 1, 2017. Effective January 1, 2017, the number of members for the Planning Commission shall be five. Appointment to the Planning Commission shall include two City Council members, and the remaining members ~~five~~ shall be citizens at large. Any City staff, necessary or advisable by the City Council, may be appointed to be ex officio members of the advisory body.

E. Terms; vacancies.

(1) The appointees from the citizens at large shall be appointed to serve staggered terms of three years, except as noted below, commencing on the first day of January in the year of appointment. Upon expiration of a term, the appointee shall continue until reappointed or a successor is appointed. Initial appointments pursuant to this ordinance shall be as follows: one (1) appointee shall be appointed for the term of one (1) year; ~~two (2)~~ one (1) appointees for the term of two (2) years; and ~~two (2)~~ one (1) appointees for a term of three (3) years.

(2) The two Council Members that are appointed by the City Council shall be for a one (1) year term to expire on December 31 of each year.

(3) Absence from any three meetings in a twelve (12) month period, unless excused in advance by the Chair, constitutes a vacancy. In the event of any vacancy, the City Council shall appoint a person to complete the unexpired term.

II. TERMS OF CURRENT MEMBERS

Appointments and terms for current members will be established by resolution of the City Council.

III. EFFECTIVE DATE

This ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Reading Date: 5.17.16
Publication Date: 5.25.16
Effective Date: 5.25.16

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

May 10, 2016

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

RE: Award Recommendation – School Watermain Loop Improvements
City of Isanti, Minnesota
BMI Project No. R13.110979

Honorable Mayor Wimmer and Members of the City Council:

Five bids were received on the School Watermain Loop Improvements project on May 3, 2016. The bids were checked and tabulated and the final results are summarized as follows:

Bidder	Bid
Northdale Construction Co	$156,824.52
Kuechle Underground	$190,152.00
GM Contracting Inc	$190,799.42
Penn Contracting	$196,426.60
Eagle Construction	$246,168.00
Engineer's Estimate	*$184,000.00*

Northdale Construction Company bid is within the anticipated budget. We recommend award of this project to Northdale Construction Company in the amount of $156,824.52

If you have any questions, please contact me.

Sincerely,

BOLTON & MENK, INC.

Bradley C. DeWolf, P.E.
City Engineer

JWC/jwc

RESOLUTION NO. 2016-

RESOLUTION AWARDING THE BID FOR THE SCHOOL WATERMAIN LOOP IMPROVEMENTS WITHIN THE CITY OF ISANTI

WHEREAS, the City has planned the construction of a watermain loop from Wendover Street NW to the Isanti Middle School across Heritage Boulevard, and

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

WHEREAS, a public bid opening was held on May 3th, 2016, and

WHEREAS, Five bids were received, and

WHEREAS, Northdale Construction Company was the responsible low bidder with a bid of $156,824.52, and

WHEREAS, this bid price is within the anticipated budget.

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

1) That the City shall award the project entitled "School Watermain Loop Improvements" to Northdale Construction Company in the amount of $156,824.52.

This resolution was duly approved by the Isanti City Council this 17th day of May, 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

CITY OF ISANTI

*Check Summary Register©

L.1.

Cks 5/12/2016 - 5/12/2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043961	J. ROBINSON CONSTRUCTION L	5/12/2016	$8,000.00
Paid Chk# 043962	J. ROBINSON CONSTRUCTION L	5/12/2016	$8,000.00
Paid Chk# 043963	J. ROBINSON CONSTRUCTION L	5/12/2016	$6,000.00
Paid Chk# 043964	J. ROBINSON CONSTRUCTION L	5/12/2016	$8,000.00
Paid Chk# 043965	VERIZON WIRELESS	5/12/2016	$514.97
Paid Chk# 043966	J. ROBINSON CONSTRUCTION L	5/12/2016	$8,000.00
Paid Chk# 043967	ABLE HOSE & RUBBER, LLC	5/12/2016	$34.04
Paid Chk# 043968	ADVANTAGE SIGNS	5/12/2016	$158.15
Paid Chk# 043969	AEM FINANCIAL SOLUTIONS, LL	5/12/2016	$15,666.60
Paid Chk# 043970	ALLIANCE FOR INNOVATION	5/12/2016	$400.00
Paid Chk# 043971	ALLINA HEALTH SYSTEM	5/12/2016	$90.00
Paid Chk# 043972	ANOKA COLLISION CENTER	5/12/2016	$562.00
Paid Chk# 043973	ASTLEFORD INTERNATIONAL	5/12/2016	$241.56
Paid Chk# 043974	BCBSM	5/12/2016	$20.01
Paid Chk# 043975	BELLBOY CORPORATION	5/12/2016	$8,414.23
Paid Chk# 043976	BERNICK'S PEPSI-COLA	5/12/2016	$801.34
Paid Chk# 043977	BILL'S QUALITY CLEANING	5/12/2016	$536.00
Paid Chk# 043978	BJORKLUND COMPANIES	5/12/2016	$126.16
Paid Chk# 043979	BOLTON & MENK, INC.	5/12/2016	$29,152.17
Paid Chk# 043980	BRADLEY & DEIKE, P.A.	5/12/2016	$126.00
Paid Chk# 043981	BREAKTHRU BEVERAGE	5/12/2016	$7,017.74
Paid Chk# 043982	BURNET TITLE	5/12/2016	$27.88
Paid Chk# 043983	C & L DISTRIBUTING	5/12/2016	$263.00
Paid Chk# 043984	CENTER POINT ENERGY	5/12/2016	$2,214.53
Paid Chk# 043985	CENTURYLINK BUSINESS SERVI	5/12/2016	$39.45
Paid Chk# 043986	C-I COMMUNITY EDUCATION	5/12/2016	$195.00
Paid Chk# 043987	CITY OF ISANTI	5/12/2016	$196.57
Paid Chk# 043988	CRAWFORDS EQUIPMENT, INC.	5/12/2016	$2,847.06
Paid Chk# 043989	CRYSTAL SPRINGS ICE	5/12/2016	$422.06
Paid Chk# 043990	DAHLHEIMER DISTRIBUTING CO	5/12/2016	$19,395.25
Paid Chk# 043991	EAST CENTRAL SANITATION	5/12/2016	$386.98
Paid Chk# 043992	EASY LIVING HOMES INC	5/12/2016	$6,000.00
Paid Chk# 043993	ECM PUBLISHERS, INC.	5/12/2016	$138.45
Paid Chk# 043994	EDINA REALTY TITLE	5/12/2016	$130.21
Paid Chk# 043995	FASTENAL COMPANY	5/12/2016	$762.19
Paid Chk# 043996	FEDERATED CO-OPS, INC.	5/12/2016	$866.70
Paid Chk# 043997	G & K SERVICES	5/12/2016	$462.30
Paid Chk# 043998	GENERAL REPAIR SERVICE	5/12/2016	$195.27
Paid Chk# 043999	GOPHER STATE ONE-CALL, INC.	5/12/2016	$361.00
Paid Chk# 044000	GORDON, SHAWN & AMY	5/12/2016	$79.90
Paid Chk# 044001	GRONOMICS	5/12/2016	$1,323.98
Paid Chk# 044002	HACH COMPANY	5/12/2016	$145.66
Paid Chk# 044003	HARRIS, MICHAEL	5/12/2016	$75.99
Paid Chk# 044004	HARTS AUTO SUPPLY	5/12/2016	$277.86
Paid Chk# 044005	HAWKINS, INC.	5/12/2016	$14,281.62
Paid Chk# 044006	HENRYS WATERWORKS,INC.	5/12/2016	$443.68
Paid Chk# 044007	IEDC	5/12/2016	$250.00
Paid Chk# 044008	ISANTI REDBIRDS	5/12/2016	$76.71
Paid Chk# 044009	J. J. TAYLOR	5/12/2016	$2,206.75
Paid Chk# 044010	J. ROBINSON CONSTRUCTION L	5/12/2016	$8,000.00
Paid Chk# 044011	JOHNSON BROTHERS LIQUOR	5/12/2016	$17,986.94
Paid Chk# 044012	JOSLIN & MOORE	5/12/2016	$6,670.00
Paid Chk# 044013	JOURNAL COMMUNICATIONS, I	5/12/2016	$2,947.50
Paid Chk# 044014	KAWALEK TRUCKING	5/12/2016	$405.00
Paid Chk# 044015	KODRU EQUIPMENT	5/12/2016	$2,704.04
Paid Chk# 044016	LIBERTY TITLE	5/12/2016	$223.67

CITY OF ISANTI

*Check Summary Register©

Cks 5/12/2016 - 5/12/2016

AP160501 (page 2 of 2)

	Name	Check Date	Check Amt
Paid Chk# 044017	LINDEN WEB DESIGN	5/12/2016	$15.00
Paid Chk# 044018	MAGER, JIM	5/12/2016	$75.99
Paid Chk# 044019	MCDONALD DISTRIBUTING CO.	5/12/2016	$14,817.90
Paid Chk# 044020	MENARDS - CAMBRIDGE	5/12/2016	$258.74
Paid Chk# 044021	MINNCO CREDIT UNION	5/12/2016	$2,246.32
Paid Chk# 044022	MINNEAPOLIS FINANCE	5/12/2016	$176.40
Paid Chk# 044023	MINNESOTA CITY/	5/12/2016	$137.30
Paid Chk# 044024	MN DEPT OF LABOR	5/12/2016	$2,745.99
Paid Chk# 044025	MN DEPT OF REVENUE	5/12/2016	$20,212.00
Paid Chk# 044026	MVTL LABORATORIES, INC.	5/12/2016	$320.20
Paid Chk# 044027	NAPA AUTO PARTS	5/12/2016	$395.11
Paid Chk# 044028	NORTH FOLK WINERY	5/12/2016	$168.00
Paid Chk# 044029	PARKER, SATROM & SCHMITZ,	5/12/2016	$300.50
Paid Chk# 044030	PAUSTIS & SONS	5/12/2016	$608.73
Paid Chk# 044031	PHILLIPS WINE & SPIRITS, INC.	5/12/2016	$8,585.98
Paid Chk# 044032	PROGRESSIVE BUILDERS	5/12/2016	$6,000.00
Paid Chk# 044033	PSN	5/12/2016	$49.95
Paid Chk# 044034	RED BULL DISTRIBUTION	5/12/2016	$49.00
Paid Chk# 044035	RESOURCE TRAINING	5/12/2016	$30,682.00
Paid Chk# 044036	RIVARD CONTRACTING INC.	5/12/2016	$3,230.00
Paid Chk# 044037	RIVERSIDE MARKET	5/12/2016	$32.34
Paid Chk# 044038	SAMES, RICHARD	5/12/2016	$937.20
Paid Chk# 044039	SCHMIT, AIMEE	5/12/2016	$0.89
Paid Chk# 044040	SEMLER HOMES	5/12/2016	$171.06
Paid Chk# 044041	SIGNS BY JILL	5/12/2016	$665.00
Paid Chk# 044042	SOUTHERN WINE & SPIRITS	5/12/2016	$2,771.99
Paid Chk# 044043	STAPLES ADVANTAGE	5/12/2016	$90.71
Paid Chk# 044044	STREICHER'S	5/12/2016	$136.00
Paid Chk# 044045	SUMMIT COMPANIES	5/12/2016	$115.00
Paid Chk# 044046	TITLE WERKS, LLC	5/12/2016	$77.74
Paid Chk# 044047	TOSHIBA FINANCIAL SERVICES	5/12/2016	$226.90
Paid Chk# 044048	TR COMPUTER SALES, LLC	5/12/2016	$6,094.00
Paid Chk# 044049	URBANS HARDWARE	5/12/2016	$576.88
Paid Chk# 044050	US INTERNET	5/12/2016	$57.80
Paid Chk# 044051	VERIZON WIRELESS	5/12/2016	$684.51
Paid Chk# 044052	VIKING COCA-COLA BOTTLING	5/12/2016	$438.20
Paid Chk# 044053	VINOCOPIA, INC.	5/12/2016	$704.50
Paid Chk# 044054	VINTAGE LOCK	5/12/2016	$620.00
Paid Chk# 044055	WATSON CO., INC.	5/12/2016	$2,723.67
Paid Chk# 044056	WELLS FARGO	5/12/2016	$182.47
Paid Chk# 044057	WEST TITLE, LLC	5/12/2016	$12.52
Paid Chk# 044058	WEX BANK	5/12/2016	$1,729.00
Paid Chk# 044059	WINE MERCHANTS	5/12/2016	$192.00
Paid Chk# 044060	WOOD, JOSEPHINE	5/12/2016	$76.85
Paid Chk# 044061	XEROX CORPORATION	5/12/2016	$140.26
		Total Checks	$305,396.77

Cks 5/4/2016 - 5/4/2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 043953	GRAND VIEW LODGE	5/4/2016	$136.84
		Total Checks	$136.84

0.00 *

136.84 +

305,396.77 +

305,533.61 *

City of Isanti

Gross Payroll	83,042.14
Social Security & Medicare	4,471.37
Public Employees Retirement	7,972.65
Total City Expense	95,486.16

Pay Date 5-6-2016

Pay Period 10 (4/17-30/16)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
April 5, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:40 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Tara Hallberg Keith Dragisich, Dan Collison, Steve Lundeen and Paul Bergley

Commissioners Absent: Adam Johnson

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

No modifications to the agenda were presented.

2. Approval of Agenda

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

3. Approve Minutes of March 2, 2016 Regular Economic Development Meeting

Motion by Collison second by Bergley to approve the minutes for March 2, 2016. Motion carried unanimously.

4. Consider Updating Verbiage on Historic Main Street Sign

Economic Development Director Sullivan presented the staff memo highlighting the history of the sign and the contributions of Ken Drilling and Jill Reller. He indicated that the Chamber had moved to another location in Isanti and that the "Chamber of Commerce" needed to be removed from the sign and that adding the Farmers Market was a good idea. He reviewed three sign options and recommended selecting version 3 which simply had Isanti Farmer's Market without and dates or times. He felt that more information would be too small to read.

Commissioner Dragisich stated that it is hard to read and suggested if the lettering could be made bigger and to remove the train.

Commissioner Collison noted that there was no reference to car show.

Commissioner Lundeen suggested that the City Logo, (tree) be incorporated into sign.

President Wimmer notified the EDA that Ken Drilling passed away on Monday

President Wimmer asked if dates and times were important. Discussion ensued.

Commissioner Bergley thought time was a good idea.

Commissioner Hallberg suggested using "seasonal"

Commissioner Dragisich asked about the condition and effectiveness of the sign.

Economic Development Director Sullivan suggested adding an Isanti Blue logo to sign to complement the existing City Community Bulletin board. He also suggested pulling the second arrow off and reference to 1st Avenue.

Commissioner Collison indicated he liked the idea of a two sided sign.

Motion by Lundeen, second by Hallberg to recommend the following for acceptance by the City Council:

1) Remove the Train logo and lower 1st Avenue and arrow.
2) Rework verbiage on sign to make it larger (more readable) with additional space created by removal of train and 1st Avenue information.
3) Redo Farmer's Market with seasonal verbiage.
4) Incorporate the City logo and potentially the blue city logo into sign to blend with the existing community billboard.
5) Send revised options reviewed by Staff and President Wimmer and cost directly to the City Council for approval to get sign done before farmers market season begins.

Motion passed unanimously.

4. Other Business / Updates / Communications

Economic Development Director Sullivan asked if there were any questions in regards to the staff memo and offered a more detail on each item if requested.

President Wimmer updated the EDA about the status and preliminary finding of the utility rate study. The information has seen is positive and it looks like some reductions could be made to rates. City Staff, Northland Securities and himself are still working with the numbers to make sure that projections and estimated usage are realistic so that projected rates can be sustainable and utility funds maintaining responsible cash balances.

a. Business Prospects
b. GPS 45:93
c. EDAM
d. Mayor's Employer Celebration

e. ISD 911 Business Advisory Committee
f. NLX Steering Committee Update
g. Business Meetings
h. 100- 102 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

5. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 7:56 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 5nd day of April, 2016.

Respectively Submitted,

_____
Sean M. Sullivan, Economic Development Director

L.3.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
APRIL 12, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Jeff Duncan (provided prior notice)
Achman informed the Planning Commission that Cindy Lind-Livingston had resigned from the Planning Commission effective April12, 2016.

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from March 8, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Kennedy to approve the March 8th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Bergley asked where the new building is in relation to the existing building.

Dustin Lee, Chief Operating Officer, Prairie Senior Cottages, approached the podium to explain that the new building will be just to the west of the existing building.

Bergley asked for clarification on the variance.

Achman explained that the building could not be shifted to the south or west due to the wetland.

Lundeen asked when they planned to start construction.

Mr. Lee stated they hoped to start within 90 days. They plan to start this summer.

Traver and Lee discussed the orientation of the building in regards to the highway. It was stated that the secure area would be south of the building and not necessarily facing the highway.

Cesafsky closed the public hearing.

Lundeen asked that staff look into setbacks in cul-de-sacs.

Motion by Kennedy second by Bergley to recommend approval of request from Prairie Senior Cottages for approval of a Site Plan, Conditional Use Permit and Variance for a second building to be located on the property at 705 6th Ave NE, legally described at Lot 1, Block 1, Bank Site Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

B. Request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing

Bergley asked if there was netting that goes around the range.

Josh Johnson, BowDaddy Archery, stated that based on the NRA guidelines, a backstop is the only thing that is needed behind the target face. The target is roughly 18 inches thick and four foot by four foot dense foam.

Achman stated that there is not a required fencing or backstop that is needed. The targets are quite large and thick.

Bergley stated he just wanted to make sure there were no issues with the stray arrows.

Lundeen stated that anybody shooting where they shouldn't be will be asked to leave.

Mr. Johnson described the location of the range, stating that the area is roughly ten feet lower than the building level. To the south there are thick trees, to the east are trees and the building and to the west are hundreds of yards of wetland. Nobody should be shooting north. There will be staff on site and signage with the range regulations.

Cesafsky asked if there would be 3-D targets. Johnson stated that was not the plan, but possibly in the future.

Cesafsky closed the public hearing.

Motion by Lundeen second by Bergley to recommend approval of request from BowDaddy Archery for approval of a Conditional Use Permit to operate an outdoor archery range on the property at 801 Highway 65 NE, legally described as PT SE/4 of SW/4 Described as: commencing at SE corner of quarter; then N 440'; W 600'; S 440' to S line of SE/4 of SW/4; E 600' to POB. old # 05.020.0300 based on the Findings of Fact and Conclusion and with the following conditions:

1. There shall be no grading, killing of vegetation or permanent structures within the designated wetland area, the area of the approved range may; however, be mowed.
2. All targets, shooting line markers, tables, bow racks, quivers, distance markers and any other items within the range shall be removable and/or temporary items.
3. All activities are to remain on the property of 801 Highway 65 NE.
4. The area beyond the targets shall be regularly searched for stray arrows.
5. All federal, state and local laws shall be abided by at all times.

Motion carried unanimously.

C. Request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one in the audience to speak on the matter. The public hearing was closed.

Motion by Lundeen second by Kennedy to recommend approval of the request from the City of Isanti for an Amendment to the Zoning Map to Rezone 1107 Rum River Drive SW from R-1(Single Family Residential) to Park and Open Space, legally described as Lot 1, Block 1, Rum River Meadows 2nd Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

D. Request from the City of Isanti to Amend Zoning Ordinance 445, Section 14: Performance Standards to include fencing/barricade requirements for swimming pools.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing

Traver asked if the fencing is required even if the pool is put up and taken down every year.

Achman stated that it depended on whether the pool was 24 inches deep and held 5,000 gallons of water or not.

Cesafsky asked if there was height requirement for the fencing. Achman stated the required fence height was 48 inches. Cesafsky stated that the side of his pool is four feet and questioned what good a four foot fence is on a pool that has four foot sides.

Lundeen stated that anyone with a pool should have a fenced in yard for liability reasons.

Achman stated she will need to get more clarification from the Building Official on specifically how the fencing requirements are interpreted.

Cesafsky has asked if the ordinance could require a six foot fence rather than a four foot fence, or it could state that the fence needs to be 24 inches higher than the pool.

The Planning Commissioners discussed and agreed that more information was needed prior to adopting an amendment to the zoning code.

Cesafsky opened the public hearing. There was no one in the audience to speak on the matter. The public hearing was closed.

Motion by Bergley second by Lundeen to table the request from the City of Isanti to Amend Zoning Ordinance 445, Section 14 Performance Standards to include fencing/barricade requirements for swimming pools until the next meeting and to bring back additional information. Motion carried unanimously.

4. Other Business.

A. None

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the April 12th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:33 p.m.

Dated at Isanti, Minnesota this 12th day of April 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.4.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: May 11, 2016

RE: Authorize Advertising for Quotes for Lease of City Owned Crop Land

The current leases on the 82.7 acre parcel expires at the end of the 2016 growing season. Staff is requesting permission to advertise for quotes for the lease of the parcels for the 2017 growing season. Attached is the bid specification and advertisement.

Requested Action:

Authorize staff to advertise for quotes for lease of city owned crop land.

Specifications for Lease of City Owned Property for Crop Farming

LEASE AREA:

General location:

South and east of the Wastewater Treatment Facility located to the east of 3rd Avenue North and south of 299th Avenue.
Acreage: 82.7

Lease shall be for the 2017 crop season and shall run from November 1, 2016 through October 31, 2017.

The City reserves the right to develop the property at anytime through the contract period. If the City exercises this right, the City shall compensate the successful bidder for the fair market value of the crop destroyed valued at the average market price per bushel as of the date of initial construction activity resulting in the removal of the crop based upon the average per acre yield as established by the records maintained by USDA pertaining to the subject field or as available for similar fields located in Isanti Township in the event such records are not available for the specific field herein.

CITY OF ISANTI

REQUEST FOR QUOTES FOR LEASE OF CITY OWNED CROP LAND

The City of Isanti is accepting quotes for leasing City owned property for crop farming for the 2017 crop year. Specifications are available upon request from the City Administrator's Office at Isanti City Hall, 110 - 1st Avenue NW, PO Box 428, Isanti MN 55040. 763-444-5512. The City Council reserves the authority to waive irregularities and award in the best interest of the City of Isanti. Bids shall be submitted in sealed envelopes addressed to the City Administrator at 110 - 1st Avenue NW, PO Box 428, Isanti MN 55040. All bids submitted must be clearly marked as "Quote for Leasing City Crop Land". Bids will be accepted until 1:00 p.m. Tuesday June 28, 2015 and will be opened and read aloud at that time. The City reserves the right to accept or reject any and/or all quotes.

Donald Lorsung
City Administrator

Publish on: June 1, 2016

L.5.

TO: Mayor Wimmer and City Council

FROM: Don Lorsung, City Administrator

DATE: May 11, 2016

RE: Quotation for Electrical Maintenance Services

As per prior City Council direction, staff solicited quotes for Electrical Maintenance Services. As a part of this staff sent out the notice, specifications and quote forms to local contractors. The City received two quotes for electrical maintenance services.

Low quote for electrical maintenance services was Isanti Electric Inc. The contractor is qualified for consideration by the City in procuring their services, and has performed electrical maintenance services for the City in the past.

Staff is recommending acceptance of the quote from Isanti Electric for maintenance services. Attached is a resolution/contract for your consideration.

RESOLUTION NO. 2016-_____

A RESOLUTION AWARDING QUOTE FOR ELECTICAL MAINTENANCE SERVICES

WHEREAS, the City of Isanti has determined it is in the city's best interest to receive quotes for general electrical maintenance services from qualified contractors for City buildings and facilities as outlined in the attached Specifications for Services; and

WHEREAS, an ad was placed in the official newspaper requesting quotes for Maintenance Services; and

WHEREAS, two quotes for general electrical maintenance services from qualified contractors were received by the due date:

BIDDER	**BID AMOUNT**
	Per Hour Labor Rate
D & G Electric	$120 first hour, $85 thereafter – Regular Hours Rate $125– After Hours $150- Weekends & Holidays Annual Price Adjust – 3%
Isanti Electric	$75- Regular Hours Rate $112.50 – After Hours $112.50 – Weekends & Holidays Annual Price Adjust – None

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

1. The City Council hereby awards the quote to Isanti Electric, Inc., as the lowest responsible quoter.
2. That the City Administrator is hereby authorized to enter into a contract with Isanti Electric, Inc. for the provision of general electrical maintenance services for the City of Isanti for a five year period starting June 1, 2016 and ending May 31, 2021, unless terminated sooner as provided in the contract.
3. That a copy of the said contract is attached to this resolution that provides for the responsibilities of both parties for the service.
4. If the contractor does not respond when contacted for service, both in regular and after hours (24 hours) service, the City Council will review the matter and may terminate the contract.

5. Any issues that may arise between the Contractor and City shall be managed by the City Administrator.
6. That the contractor shall submit monthly statements for services provided in a given month to the city and receive compensation in the amounts as provided within the attached contract.

This resolution was duly adopted by the Isanti City Council this 17th day of May, 2016.

Attested:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

CITY OF ISANTI

ELECTRICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT between the **City of Isanti** (hereinafter "**City**"), whose principal office is located at 110 First Avenue North, City of Isanti, State of Minnesota, and **Isanti Electric Inc.**, 277th Lane NW, Isanti, Minnesota, 55040 (hereinafter "**Contractor**"), is made and entered into on the ____ day of _____, 2016.

A. **Period of Agreement.**
City hereby agrees to hire Contractor on an as needed basis and Contractor faithfully agrees to diligently perform such duties for the period from June 1, 2016 to May 31, 2021.

B. **Nature of Services.**
Services shall be provided as per the attached Specifications for Contractor Services for services during weekdays and in emergency circumstances (after hours). The contractor recognizes the right of the City to use electrical contractors for specialized service work regarding City Utilities and related operating facilities. The City also reserves the right to use other contractors on an emergency basis if the contractor is not available or cannot be contacted.

C. **Compensation**
Contractor shall receive compensation based on the rates submitted in their proposal for services. Material costs shall be reimbursed as per the Specifications for Contractor Services. Labor rates shall be as follows: $75.00 per hour (regular hours), $112.50 per hour (after hours) and $112.50 per hour (weekends and holidays).

D. **Licensing and Certification.**
Contractor hereby agrees to requirements as outlined in the Specifications for Contractor Services.

E. **Relationship of Parties**
The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved and the conduct and control of the work will lay solely with the Contractor. Contractor is not to be considered an agent or employee of the City for any purpose, and the employees of the Contractor, if any, are not to be considered employees of the City, and are not entitled to any of the benefits that the City provides its employees. It is further understood that Contractor may

perform services for other entities, as long as such relationship does not impede, or prohibit, the provision of services for City pursuant to this Agreement.

F. Liability Insurance and Indemnification.

The services to be performed by Contractor pursuant to this Agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the use and condition of tools and equipment used in the performance of Contractor's duties, efforts and work. Contractor shall be solely responsible for obtaining, at contractor's expense, automobile and general liability insurance coverage in the amount of $1,000,000 and Workers Compensation (if required) in the statutory amounts. The City of Isanti shall be listed as an additional insured on the Certificate. Contractor further agrees to indemnify City for any and all liability or loss arising in any way out of the performance of this Agreement, including costs and attorney's fees.

Independent contractors carrying on a trade or business as sole proprietors must present an Independent Contractor Exemption Certificate (ICEC).

G. Termination.

City and Contractor may terminate this Agreement at any time by providing written notice of not less than sixty (60) days. Such notice shall be given to City at City offices. Such notice shall be given to Contractor at its place of business.

H Facilities and Equipment.

Contractor shall be responsible for providing all tools and equipment necessary to perform electrical maintenance services. The Contractor shall provide their own office facilities and related equipment.

I. Accounting and Billing.

Contractor will bill the City on a monthly basis for services and materials provided as per the Specifications for Contractor Services.

J. Entire Agreement.

This Agreement, the attached Specifications for Contractor Services, and City Resolution constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements or representations, whether written or oral.

K. Headings

Headings are for convenience only and are not a part of this Agreement.

CONTRACTOR		CITY OF ISANTI	
Contractor Signature Isanti Electric Inc.	Date	Donald C. Lorsung City Administrator	Date

CITY OF ISANTI
SPECIFICATIONS FOR CONTRACTOR SERVICES

Section 1. Electrical Maintenance Work

The City is accepting proposals to perform electrical maintenance work on an "as-needed basis" for City buildings and facilities. The work may be indoor or outside. This work includes tasks ranging from maintenance of building lighting and electrical systems to small projects in City Parks. Work to be performed under direction of a state licensed Master Electrician. This proposer should list experience, examples of project work, list individual(s) to perform the work, their qualifications and contractor references. A completed Doing Business with the City of Isanti form should be provided with the proposal.

Acceptance of the proposal is for a "first call" basis, and if the contractor is not available or cannot respond in a timely manner, the City reserves the right to contact another vendor. Specialty equipment in city utility and liquor store facilities is not covered under this contract.

Section 2. Contract / Term of Contract

The successful proposer will enter into a contract with the City to provide services. The contact shall be for a five year time period.

Section 3. Insurance /Independent Contractor

The Successful Contractor will need to provide to the City a Certificate of Insurance with General and Automobile Liability Insurance in the amount of $1,000,000 and Workers Compensation Insurance in the statutory amounts. The City of Isanti shall be listed on the Certificate as an additional insured.

Independent contractors carrying on a trade or business as sole proprietors must present an Independent Contractor Exemption Certificate (ICEC) when submitting a quote for the above services.

Section 4. Material Costs / Invoice Required – For approved materials that need to be ordered for City projects that cost more than $50.00 dollars either individually or in total cost (multiple items), a copy of the vendor invoice that shows the cost to the Contractor for materials needs to be submitted with any request for reimbursement. With the use of materials purchased wholesale, the wholesale cost of the materials needs to be reported and a copy of the vendor receipt provided. In no case shall the contractor's mark-up exceed 10% of the wholesale cost (excluding any sales tax). The City also requires that any rebates be reported and those amounts must be deducted from the cost of materials on the Contractor's bill to the City.

RESOLUTION 2016-____

APPROVE TEMPORARY 3.2 BEER LICENSES FOR THE ISANTI LIONS CLUB FOR THE 2016 ISANTI STREET DANCES

WHEREAS, the City has received Temporary 3.2 Beer License applications from the Isanti Lions Club for the 2016 Isanti Street Dances (dates listed below) which will be held on Main Street, adjacent to the intersection of Main Street and First Avenue; and

WHEREAS, the applicant has paid the required application fees for Temporary 3.2 Beer Licenses as set forth in the Fee Schedule; and

WHEREAS, the applicant must meet with Police Department according to city policy.

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

1. That the Isanti Lions Club application for a Temporary 3.2 Beer Licenses for the Isanti Street Dances scheduled for June 25, 2016, July 16, 2016 and August 13, 2016 are approved subject to the following conditions:

    a) A Certificate of Liquor Liability Insurance for the event is received by the City prior to the event dates.

    b) A successful background check has been received by the Police Department.

Adopted by the Isanti City Council this 17th day of May, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

APPLICATION FOR TEMPORARY 3.2 ON-SALE MALT LIQUOR LICENSE

City of Isanti
PO Box 428
110 1st Avenue NW
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION	DATE ORGANIZED	TAX EXEMPT NUMBER
Isanti Lions Club	7-1-74	3153884
STREET ADDRESS	**CITY**	**STATE / ZIP CODE**
P.O. Box 1	Isanti	MN 55040
NAME OF PERSON MAKING APPLICATION	**BUSINESS PHONE**	**HOME PHONE**
Joseph Mau	(763) 444-5070	

DATES & HOURS 3.2 BEER/NONINTOXICATING LIQUOR WILL BE SOLD (1 to 4 days)	TYPE OF ORGANIZATION
June 25th 6-11 PM	☒ CLUB ☐ CHARITABLE ☐ RELIGIOUS ☐ OTHER NONPROFIT

ORGANIZATION OFFICER'S NAME	ADDRESS
Tom Broeckert	
Kent Larson	
Joe Mau	

Description of Event:
Street Dance

Location where license will be used. If an outdoor area, describe.
Isanti Main Street

Premise Address

Name of applicant's liquor liability insurance carrier:
Christensen Group Ins

Signature: Joseph Mau Date: 4-25-16

APPROVAL

FOR OFFICE USE

CITY FEE AMOUNT $50.00
DATE FEE PAID 4/26/16
BACKGROUND CHECK APPROVED
☒ Yes ☐ No
APPLICANT HAS MET WITH POLICE CHIEF
☐ Yes ☐ No

DATE APPROVED
LICENSE DATES

A Community For Generations.

Isanti

APPLICATION FOR TEMPORARY 3.2 ON-SALE MALT LIQUOR LICENSE

City of Isanti
PO Box 428
110 1st Avenue NW
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION	DATE ORGANIZED	TAX EXEMPT NUMBER
Isanti Lions Club	7-1-74	3153884
STREET ADDRESS	**CITY**	**STATE / ZIP CODE**
P.O. Box 1	Isanti	MN 55040
NAME OF PERSON MAKING APPLICATION	**BUSINESS PHONE**	**HOME PHONE**
Joseph Mau	(763) 444-5070	

DATES & HOURS 3.2 BEER/NONINTOXICATING LIQUOR WILL BE SOLD (1 to 4 days)	TYPE OF ORGANIZATION
July 16th 6-11 PM	☒ CLUB ☐ CHARITABLE ☐ RELIGIOUS ☐ OTHER NONPROFIT
ORGANIZATION OFFICER'S NAME: Tom Broeckert	ADDRESS
ORGANIZATION OFFICER'S NAME: Kent Larson	ADDRESS
ORGANIZATION OFFICER'S NAME: Joe Mau	ADDRESS

Description of Event: Street Dance

Location where license will be used. If an outdoor area, describe. Isanti Main Street

Premise Address

Name of applicant's liquor liability insurance carrier: Christianson Group Ins

Signature: Joseph Mau Date: 4-25-16

APPROVAL

FOR OFFICE USE

CITY FEE AMOUNT $50.00	DATE APPROVED
DATE FEE PAID 4/26/16	LICENSE DATES
BACKGROUND CHECK APPROVED ☑ Yes ☐ No	
APPLICANT HAS MET WITH POLICE CHIEF ☐ Yes ☐ No	

A Community For Generations.

Isanti

APPLICATION FOR TEMPORARY 3.2 ON-SALE MALT LIQUOR LICENSE

City of Isanti
PO Box 428
110 1st Avenue NW
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION	DATE ORGANIZED	TAX EXEMPT NUMBER
Isanti Lions Club	7-1-74	3153884
STREET ADDRESS	**CITY**	**STATE / ZIP CODE**
P.O. Box 1	Isanti	MN 55040
NAME OF PERSON MAKING APPLICATION	**BUSINESS PHONE**	**HOME PHONE**
Joseph Maa	763 444-5076	

DATES & HOURS 3.2 BEER/NONINTOXICATING LIQUOR WILL BE SOLD (1 to 4 days)	TYPE OF ORGANIZATION
Aug. 13th 6-11 PM	☑ CLUB ☐ CHARITABLE ☐ RELIGIOUS ☐ OTHER NONPROFIT
ORGANIZATION OFFICER'S NAME: Tom Broeckert	ADDRESS
ORGANIZATION OFFICER'S NAME: Kent Larson	ADDRESS
ORGANIZATION OFFICER'S NAME: Joe Maa	ADDRESS

Description of Event:
Street Dance

Location where license will be used. If an outdoor area, describe.
Isanti Main Street

Premise Address

Name of applicant's liquor liability insurance carrier:
Christensen Group Ins

Signature: Joseph Maa Date: 4-25-16

APPROVAL

FOR OFFICE USE

CITY FEE AMOUNT $50.00	DATE APPROVED
DATE FEE PAID 4/26/16	LICENSE DATES
BACKGROUND CHECK APPROVED ☒ Yes ☐ No	
APPLICANT HAS MET WITH POLICE CHIEF ☐ Yes ☐ No	

CITY OF ISANTI
110 1st Avenue North - PO Box 428
ISANTI, MN 55040
763/444-5512 - Fax: 763/444-5560

PLEASE PROVIDE THE FOLLOWING INFORMATION AS A PART OF THE APLICATION FOR A TEMPORARY 3.2% MALT LIQUOR LICENSE:

If Minors are to be present the following information is required:

Designate Area of Event: Main Street - 1st Avenue and Main Street

Describe Designated Entry into the Event Area:

Describe What Controls will be Used at the Entrance (I.D. Bands etc): Wristbands

RESOLUTION NO. 2016-____

APPROVE TEMPORARY ON-SALE LIQUOR LICENSE FOR ISANTI FIREFIGHTER'S RODEO ASSOCIATION

WHEREAS, the City has received a Temporary On-Sale Liquor License application from the Isanti Firefighter's Rodeo Association for the 2016 Rodeo event; and,

WHEREAS, the applicant has paid the $50 Temporary Liquor License application fee as established by City Code Chapter 160; and,

WHEREAS, the Certificate of Liquor Liability Insurance for the event from the insurance carrier will not be released until a Liquor License has been approved by the City Council; and,

WHEREAS, the Police Department has reviewed the application and made a recommendation for approval of the application subject to certain conditions.

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

1. That the Isanti Firefighter's Rodeo Association Temporary On-Sale Liquor License for the Rodeo event scheduled for July 8 through 10, 2016 is approved subject to the following condition:

    a) A Certificate of Liquor Liability Insurance for the event is received by the City prior to the event date.

2. That the procedures as outlined in Resolution 99-32 shall be met based on the meeting with the Police Chief and staff.

Adopted by the Isanti City Council this 17th day of May 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

CITY OF ISANTI

110 First Avenue Northwest, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

Instructions: If you want official action on an item **not on the agenda**, please complete this form and return it to the office of the City Clerk at City Hall.* Your item will be placed on a regular Council meeting agenda at an early date. You will be notified when your item will appear. Thank you.

1. Name (please print): Isanti Firefighters Rodeo Association

2. Address (please print): 401-1st Ave N., PO Box 490, Isanti MN 55040

3. Telephone No.: 763-444-8019

4. Agenda item subject: Liquor Application license for July 9th thru July 10th, 2016. This is for 40th Annual Rodeo

5. Action requested: Approve Liquor Application for July 9th thru July 10th 2016. Also, request Unity park ball field for the dates of the Rodeo.

6. Reasons for requested action: For the 40th Annual Rodeo. beer sales.

* This form may be handed to the City Clerk at a Council meeting.

A Community For Generations.

Isanti

City of Isanti
PO Box 428
110 1st Avenue NW
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR TEMPORARY ON-SALE LIQUOR LICENSE 1-4 DAY

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION: Isanti Firefighters Rodeo Assoc.	DATE ORGANIZED: 9-1-1995	TAX EXEMPT NUMBER: 41-1819583
STREET ADDRESS: 401-1st Ave N	CITY: Isanti	STATE: MN / ZIP CODE: 55040
NAME OF PERSON MAKING APPLICATION: Mark Volk	BUSINESS PHONE: (763) 444-8019	HOME PHONE:
DATES & HOURS ~~3.2 BEER~~/INTOXICATING LIQUOR WILL BE SOLD (1 to 4 days): Friday July 8th at noon to Sunday July 10th at 8:00 pm	TYPE OF ORGANIZATION: ☐ CLUB ☑ CHARITABLE ☐ RELIGIOUS ☐ OTHER NONPROFIT	
ORGANIZATION OFFICER'S NAME: Darrin Rosnau	ADDRESS:	
ORGANIZATION OFFICER'S NAME: Mark Volk	ADDRESS:	
ORGANIZATION OFFICER'S NAME: Zachary Lundberg	ADDRESS:	

Description of Event: 40th Annual Isanti Firefighters Rodeo

Location where license will be used. If an outdoor area, describe.
Fenced in Rodeo Grounds, Isanti, MN 55040

Premise Address: Isanti Rodeo Grounds, Isanti, MN 55040

Name of applicant's liquor liability insurance carrier:
Western Specialty Insurers

Signature: Mark Volk Date: 4/30/2016

APPROVAL

FOR OFFICE USE

CITY FEE AMOUNT $50.00

DATE FEE PAID 5/6/16

BACKGROUND CHECK APPROVED
☒ Yes ☐ No

APPLICANT HAS MET WITH POLICE CHIEF
☐ Yes ☐ No

DATE APPROVED

LICENSE DATES

CITY OF ISANTI
110 1st Avenue North - PO Box 428
ISANTI, MN 55040
763/444-5512 - Fax: 763/444-5560

PLEASE PROVIDE THE FOLLOWING INFORMATION AS A PART OF THE APLICATION FOR A TEMPORARY ON-SALE LIQUOR LICENSE:

If Minors are to be present the following information is required:

Designate Area of Event:

Rodeo Grounds fenced in area.

Describe Designated Entry into the Event Area:

Main entrance on the south end of the rodeo grounds

Describe What Controls will be Used at the Entrance (I.D. Bands etc):

ID of patrons by Security Specialists Inc
Wrist band of patrons by Security Specialists Inc
Security specialist will be at main entrance where they will search for beverages coming in & going out
Police and deputies are normally on site, if needed.

Minnesota Department of Public Safety
ALCOHOL AND GAMBLING ENFORCEMENT DIVISION
444 Cedar Street Suite 222, St. Paul MN 55101-5133
(651) 201-7507 Fax (651) 297-5259 TTY (651) 282-6555
WWW.DPS.STATE.MN.US

APPLICATION AND PERMIT
FOR A 1 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION	DATE ORGANIZED	TAX EXEMPT NUMBER	
Isanti Firefighters Rodeo Association	9-1-1995	41-1819383	
STREET ADDRESS	CITY	STATE	ZIP CODE
301-1st Ave N, Isanti, MN 55040	Isanti	MN	55040
NAME OF PERSON MAKING APPLICATION	BUSINESS PHONE	HOME PHONE	
Marc Volk	(763) 444-8019		
DATES LIQUOR WILL BE SOLD July 8th - July 10th	TYPE OF ORGANIZATION CLUB CHARITABLE RELIGIOUS OTHER NONPROFIT		
ORGANIZATION OFFICER'S NAME	ADDRESS		
Darrin Rosnow			
ORGANIZATION OFFICER'S NAME	ADDRESS		
Marc Volk			
ORGANIZATION OFFICER'S NAME	ADDRESS		
Zachary Lundberg			

Location license will be used. If an outdoor area, describe

Fenced in Rodeo Grounds, Isanti, MN 55040

Will the applicant contract for intoxicating liquor service? If so, give the name and address of the liquor licensee providing the service.

No

Will the applicant carry liquor liability insurance? If so, please provide the carrier's name and amount of coverage.

Western Specialty Insurers - $100,000 / $300,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL & GAMBLING ENFORCEMENT

CITY/COUNTY _____ DATE APPROVED _____

CITY FEE AMOUNT _____ LICENSE DATES _____

DATE FEE PAID _____

_____ _____

SIGNATURE CITY CLERK OR COUNTY OFFICIAL **APPROVED DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT**

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the License for the event

RESOLUTION NO. 2016-____

RESOLUTION OFFERING THE POSITION OF ADMINISTRATIVE DATA CLERK TO JANICE LUTTERMAN

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

WHEREAS, the City Council approved to advertise and accept applications to fill a paid part-time Administrative Data Clerk position; and

WHEREAS, the Interviewing Panel selected Ms. Janice Lutterman as the most qualified candidate for the position. A successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Administrative Data Clerk position to Ms. Janice Lutterman for the City of Isanti and that she shall start in that position effective May 19, 2016.
2. That Ms. Lutterman shall be paid $ 16.45/ hour.
3. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
4. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 17th day of May 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-_____

RESOLUTION OFFERING THE POSITION OF ECONOMIC DEVELOPMENT/ MARKETING INTERN TO KATHRYN SKALICKY

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

WHEREAS, the City Council approved to advertise and accept applications to fill a paid part-time Economic Development/Marketing internship; and

WHEREAS, the Interviewing Panel selected Ms. Kathryn Skalicky as the most qualified candidate for the internship. A successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Economic Development /Marketing Internship to Ms. Kathryn Skalicky for the City of Isanti and that she shall start in that position effective May 18, 2016 or later.
2. That Ms. Kathryn Skalicky shall be paid $9.50/ hour.
3. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
4. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 17th Day of May, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-____

RESOLUTION OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK TO SARAH CISAR

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Liquor Store Part-Time Clerk position; and

WHEREAS, the Interviewing Panel selected Sarah Cisar as the most qualified candidate for the open Part-Time Clerk position. A successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Liquor Store Part-Time Clerk position to Sarah Cisar for the City of Isanti and that she shall be eligible to start in that position effective May 18, 2016.
2. That Sarah Cisar shall start at Step 1 of the Wage Scale at $10.57/hr.
3. That Sarah Cisar shall be on probationary status per the Personnel Policy in the position of the Part-Time Clerk position effective May 18, 2016, or her start date, whichever is later.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 17th day of May, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of City Council**

From: Josi Wood, Public Services Director/ Assist. City Administrator

Date: May 17, 2016

Subject: Consider Resolution Approving Use of Water Tower for Training by Isanti Fire District

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Background:
The Fire District Chief, Al Jankovich, brought up the discussion of being permitted to use the water tower for technical rope rescue training. He stated that the previous Resolution to do so was unclear as to when they could use it.

Staff was asked to check into any concerns they would have with the Fire District using the water tower. Staff had a discussion with the PW Foreman and City Engineer, Brad DeWolf. They all had just one concern, which was it would be in the City's best interest to have a staff person present to give access to the gate and tower and stay throughout the duration of training and then ensure all was secured before leaving.

DOAC Recommendation:
DOAC discussed this item May 5, 2016 and recommended to revise the Resolution, superseding the prior Resolution, to include these conditions for use of the water tower:

- Written request (email would be sufficient) stating day and time by the Wed. two weeks prior to City Council meeting
- Their request would need to be approved each time on consent agenda by City Council
- There will be a PW staff member onsite through the duration of the training at the fee listed per our fee schedule

Request:
Staff is requesting action on this item.

Attachment:

- Res 2016-XXX

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING USE OF WATER TOWER FOR TRAINING BY ISANTI FIRE DISTRICT

WHEREAS, the Isanti Fire District has requested the ability to conduct training exercises using the City's Water Tower; and,

WHEREAS, the purpose of the training exercise is for emergency response in events involving heights and structures (Technical Rope Rescue Training); and,

WHEREAS, the City of Isanti is a member of the Isanti Fire District, which provides emergency response and fire suppression services to the City; and,

WHEREAS, City Council would need to grant approval for training per occurrence; and,

WHEREAS, this Resolution supersedes Resolutions giving prior authorization of use of the Water Tower for training;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby authorizes the Isanti Fire District the ability for Technical Rope Rescue Training in the City Water Tower with the following conditions:

1. A written request, via letter or email, from the Isanti Fire District official stating the requested date and time ten (10) working days prior to the City Council meeting of which they are seeking approval.
2. A liability waiver be signed and submitted to the City by the Isanti Fire District officials prior to conducting the training exercise.
3. The request date and time is approved by City Council.
4. There be a Public Works Maintenance Technician onsite to allow access and stay for the duration of the training at a fee to be paid by the Isanti Fire District to the City of Isanti at the hourly fee rate per the City fee schedule.

This resolution was duly adopted by the Isanti City Council this 17th day of May, 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
May 3, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 8:05 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and Tara Hallberg

Commissioners Absent:

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

Economic Development Director Sullivan asked for Item 4.5 Consider Authorizing Letter of Support for JCF and MIF Funding be added to Agenda.

2. Approval of Agenda

Motion to approve Agenda with addition of Item 4.5 by Lundeen, second by Bergley, motion carried unanimously.

3. Approve Minutes of April 5, 2016 Regular Economic Development Meeting

Motion by Collison second by Lundeen to approve the minutes for April 5, 2016. Motion carried unanimously.

4. Consider Economic Development Director Request for Training at IEDC Real Estate Development and Reuse Course

Economic Development Director Sullivan presented the staff memo highlighting the great opportunity and cost savings of this course. He added this this opportunity was recent made available and he thought it beneficial to his professional development.

Motion by Lundeen, second by Collison to recommend to the Finance Committee to reallocate $250 from EDA marketing 495 to Training 208 and t recommend registering for IEDC Course on May 19-20. Motion passed unanimously.

4.5 Consider Authorizing Letter of Support for JCF and MIF Funding

Economic Development Director Sullivan outlined the use of MIF and JCF in Isanti and that a letter offering support was recommended by Staff. The City Council authorized the same letter of support at the May 3 City Council Meeting.

Motion by Lundeen second by Bergley to authorize President Wimmer to sign Letter of Support for JCF and MIF on behalf of the EDA. Motion passed unanimously.

5. Other Business / Updates / Communications

Economic Development Director Sullivan asked if there were any questions in regards to the staff memo and offered more detail on each item if requested.

Sullivan highlighted that the City is at 31 new single family housing permits and based on last year's pace we are halfway to the final projected total.

President Wimmer stated the projections call for 35 and it is very likely we will exceed that. He also indicated that J Robinson Construction, Inc. had built out their entire 33 unit development. President Wimmer indicated the review of construction plans for Allina were nearly complete and that construction would commence in the near future. He state that Representative Johnson was a supporter if JCF and MIF for the City of Isanti. Mayor Employer Celebration day on June 7, 2016.

Sullivan stated that Coborn's was present at East Central MN Job Fair.

President Wimmer stated the he, Economic Development Director Sullivan, and Commissioner Mike Warring of Junction Bowl collaborated to find a location for Coborn's to have its 3 week job fair in June.

a. Business Prospects
b. GPS 45:93
c. EDAM
d. East Central MN Job Fair
e. Mayor's Employer Celebration Day
f. ISD 911 Business Advisory Committee
g. NLX Steering Committee Update
h. 100- 102 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 8:18 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 3rd day of May, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
MAY 10, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: None.

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from April 12, 2016 Planning Commission Meeting.

Duncan questioned if there were any comments or changes to the minutes.

Motion by Bergley second by Lundeen to approve the April 12th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Jim Bergman for approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Bergley asked if the two trailers currently within the parking lot will be an issue.

Achman stated it would not be on issue as there is enough on-site parking. Achman continued by stating that at some point in the past, this business had paved into the railroads right-of-way. The Conditional Use Permit states that no portion of the vehicle sales operation are to occur within the railroad right-of-way unless proof of permission is provided.

Duncan asked if the City can allow the 9 stalls shown on the site plan without a way in or out of the stalls without driving on the railroad right-of-way.

Achman stated the stalls could be angled stalls in order to pull into them and the stalls drawn are not exactly to scale. It appears to be possible to get into or out of the stalls with minor adjustments.

Lundeen stated that it would be up to the landowner to make arrangements with the railroad if they'd like to use the railroad right-of-way.

Duncan stated that part of approving the conditional use permit application is making sure the use has the appropriate amount of parking, correct. Achman confirmed that is the case.

Duncan closed the public hearing.

Motion by Kennedy second by Bergley to recommend approval of request from Jim Bergman for approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
9. All vehicles and activities shall remain on the property owned by James Walters. No vehicles or activities are to be permitted on the paved area extending in to the Railroad right-of-way without proof of permission from the Railroad.

Motion carried unanimously.

B. Request from Minnco Credit Union for approval of an Interim Use Permit to allow for Temporary Motor Vehicle Sales on the property located at 309 and 311 Credit Union Dr. NE, Isanti.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Lundeen stated that Minnco has been doing this for a long time and they've been very diligent keeping things running smoothly.

Bergley asked if there have been any issues with Minnco working with surrounding businesses for parking.

Achman stated that she has not been informed of any issues with this operation.

Duncan closed the public hearing.

Motion by Lundeen second by Bergley to recommend approval of request from Minnco Credit Union for approval of an Interim Use Permit to allow for Temporary Motor Vehicle Sales on the property located at 309 and 311 Credit Union Dr. NE, Isanti, Minnesota based on the Findings of Fact and Conclusion and with the following conditions:

1. Any temporary signage that may be located on the property for the event would be required to meet the requirements of Section 16 Signs of the Zoning Ordinance. A Temporary Sign Permit Application shall be submitted for City staff review and approval prior to placement on the property before the event.
2. All of the dealerships participating in the temporary motor vehicle sales event shall have obtained the appropriate license from the State of Minnesota to conduct motor vehicle sales.
3. Any customers coming to the event must park in designated parking areas and shall not be permitted to drive into the sales area.
4. The Minnco Credit Union shall work with surrounding businesses for additional or overflow parking options. A copy of the written approval from such property owners shall be provided to the City.
5. Access to the vacant lot shall be from the Minnco property at 311 Credit Union Drive NE only, as shown on the site plan as provided. Access to the vacant lot shall not be from County Road 5 NE or the property located to the west of 309 Credit Union Drive NE.
6. Minnco Credit Union shall be responsible for returning the site to the condition it was in prior to the event. All waste shall be removed from the site and any damage to the turf shall be re-established.
7. The Interim Use Permit is granted to Minnco Credit Union for the following dates and times: Friday, June 17th, 2016 from 12:00 p.m. to 6:00 p.m. and Saturday, June 18th, 2016 from 9:00 a.m. to 3:00 p.m. Time will be permitted before and after the event on the same days specified for set-up and removal of vehicles.

Motion carried unanimously.

C. Continuation of a Request from the City of Isanti to Amend Zoning Ordinance 445, Section 14: Performance Standards to include fencing/barricade requirements for swimming pools.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Duncan asked what the requirement would be if the pool exceeded 24 inches in depth, but not 5,000 gallons.

Achman stated that both criteria need to be met in order to require a building permit or fencing.

Bergley asked how the depth or fencing would be affected if the pool was partially dug down into the ground.

Achman stated that the sidewall above ground would still need to be a minimum of 48 inches.

Duncan closed the public hearing.

Motion by Lundeen second by Cesafsky to recommend approval of the request from the City of Isanti to Amend Zoning Ordinance 445, Section 6: Residential Districts and Section 14: Performance Standards to include fencing/barricade requirements for swimming pools based on the Findings of Fact and Conclusions. Motion carried unanimously.

4. Other Business.

A. Meeting date changes in August and November due to the Election

Duncan read the item into the minutes.

Achman presented the memo.

Duncan stated that moving the meetings to Wednesday made sense.

Bergley stated he preferred Thursdays.

Lundeen stated the sooner the meeting is held the better in order to keep things on track.

Motion by Lundeen second by Kennedy to approve the amended Planning Commission meeting dates. Motion carried with Bergley voting Nay.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the May 10th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:22 p.m.

Dated at Isanti, Minnesota this 10th day of May 2016.

Respectfully submitted,

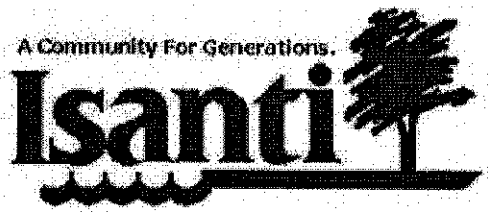
_____

Roxanne Achman, AICP
Community Development Director

AMENDED
2016 PLANNING COMMISSION MEETING
AND
APPLICATION SUBMITTAL DATES

Planning Commission Meeting Date	Application and Material Submittal Date
January 12, 2016	December 11, 2015
February 9, 2016	January 8, 2016
March 8, 2016	February 5, 2016
April 12, 2016	March 11, 2016
May 10, 2016	April 8, 2016
June 14, 2016	May 13, 2016
July 12, 2016	June 10, 2016
August 10, 2016 (Wed.)	July 8, 2016
September 13, 2016	August 12, 2016
October 11, 2016	September 9, 2016
November 9, 2016 (Wed.)	October 7, 2016
December 13, 2016	November 11, 2016

**Please Note: A complete application, as determined by City staff, must be received by 4:30 p.m. on the submittal date. Failure to submit a complete application will result in a delayed review and a future meeting date.*



Isanti Police Department Monthly Report

April 2016

Reported Crime	Month to Date	Year to Date
Theft	14	52
Assault	4	12
Vandalism/Damage to Property	10	27
Narcotics	4	12
Burglary	3	10
Domestics	12	31
Crim Sex	2	2
Robbery	0	0
Loud Party/Disturbance	9	28
Medical	18	86
Permit to Purchase (Eff 3/1/2016)	6	15

Traffic Offenses	Month to Date	Year to Date
No Insurance	10	20
DUI	3	5
Accidents	6	20
Hit & Run	0	1
Warrant P/U	5	18
Speed	12	38
DAR/DAS	2	7
Administrative Citations (Including Speed)	5	19

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	26,352	1,768	5,080
Dodge 222	100,476	1,922	8,198
Dodge 225	152,360	1,678	7,952
Chevy Silverado 224	112,592	192	729
Chevy Silverado 220	98,538	322	1,064
Chevy Impala 223	77,154	394	1,521

CEZT SCORE CARD

APR 2016

CEZT SCORECARD					<<<2016	2015>>>	
CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**143**	**103**	***70***	**20**	**415**	***398***	***382***
TOTAL OPEN CASES	**36**	**37**	**42**	**9**	**15**	**3**	**59**
VIOLATIONS CLOSED THIS PERIOD	**35**	**25**	**12**	**11**	**3**	**61**	**48**
NEW ISSUES THIS PERIOD	**40**	**33**	50	**20**	**13**	16	38
CAN-Proh Animals					0		
CCV-Comm Vehicle Storage				1	0		
CDO--Dogs					0		
CPA-Park & Store	34	26	47	18	398	8	28
CSN-Snow Removal					3		
CSP-Solicitors/Peddlers					61		
CST--Fish Houses, PODS, Rolloffs					16		
NEX-Exterior Structure, Paint/Repair	1		1	1		1	1
NGA-Garbage Service & Storage							
NGR--Grass Length							
NJU--Junk/Brush	1	7	2		8	6	6
NUV-Unlicensed vehicle or missing plates	2						2
ZAC-Accessory Building							
ZFE-Fence	2						1
ZTD--Temporary Dwelling					1		
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period			54	20	6		0
Administrative Citations Issues/period	4		3	1		15	44
Criminal Citations Issued/period						5	0
Abated Properties/Period							0
Admin Hearings Requested							0
Admin Hearings Held w positive judgement							0
Criminal trials w positive judgement							0
							0
AVERAGE TIME TO COMPLIANCE	**15**	**12**	11	18	28	28	67

M.5.

CITY OF ISANTI MONTHLY REPORT

April 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	7	12	$0.00	$0.00	$7.00	$7.00	$560.00	$960.00		
Decks	7	11	$21,699.24	$35,887.24	$11.65	$12.65	$1,081.96	$1,770.78		
Basement Finish	0	6	$0.00	$45,910.00	$0.00	$0.00	$0.00	$1,463.52		
Addtns. Remodel	0	2	$0.00	$33,776.86	$0.00	$0.00	$0.00	$864.42		
Garages	0	0	$0.00	$0.00	$0.00	$2.50	$0.00	$0.00		
Miscellaneous	12	42	$16,242.93	$42,881.93	$19.12	$23.12	$1,866.75	$4,816.75		
Single dwellings	8	25	$1,279,923.43	$4,219,376.71	$639.93	$857.44	$17,466.42	$57,000.85		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	8	29			$8.00	$13.00	$600.00	$2,180.00		
Plumbing	14	28			$12.00	$16.00	$1,565.00	$3,640.00		
									$47,898.00	
Resid. Totals	**56**	**155**	**$1,317,865.60**	**$4,377,832.74**	**$697.70**	**$931.71**	**$23,140.13**	**$72,696.32**	**$47,898.00**	
Commercial										
New Buildings	0	1	$0.00	$2,500,000.00	$0.00	$0.00	$0.00	$19,728.64		
Addtns./Remodel	0	2	$0.00	$38,000.00	$0.00	$0.00	$0.00	$1,044.03		
Plumbing	2	2	$150,905.00	$150,905.00	$75.45	$76.45	$2,318.57	$2,318.57		
Mechanical	3	4	$16,798.00	$16,798.00	$9.39	$9.39	$326.97	$401.97		
Roofing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Tenant Change/Fill	0	4	$0.00	$0.00	$0.00	$2.00	$0.00	$507.00		
Comm. Totals	**5**	**13**	**$167,703.00**	**$2,705,703.00**	**$84.84**	**$87.84**	**$2,645.54**	**$24,000.21**	**$0.00**	
Resid. Plus Comm. Totals	**61**	**168**	**$1,485,568.60**	**$7,083,535.74**	**$782.54**	**$1,019.55**	**$25,785.67**	**$96,696.53**	**$47,898.00**	**$159,660.00**

M.6.

YEARLY BUILDING PERMIT COMPARISONS

YTD April 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	55	0	0	0	$478,717.00	$9,616.16	$0.00
2013	43	1	0	1	$1,021,277.00	$14,974.64	$21,672.00
2014	115	14	0	0	$3,172,191.00	$48,677.99	$108,514.00
2015	114	12	0	0	$2,203,220.45	$42,200.42	$87,813.00
2016	0	0	0	1	$7,083,535.74	$96,696.53	$159,660.00

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,610.48
February	43	$3,603,092.10	$38,390.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	0	$0.00	$0.00
June	0	$0.00	$0.00
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	168	$7,083,535.74	$96,696.53

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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www.bolton-menk.com

MEMORANDUM

Date: May 11, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) City Hall Parking Lot Expansion

The Contractor has paved the alley and will return to seed & mulch the disturbed areas.

2) River Bluff Preserve Parking & Trail Improvements

Construction has begun on the parking lot and trail. It is anticipated both projects will be completed in June. We will perform inspection as requested.

3) Railroad Avenue Pond Improvements

The contractor will complete the remaining storm sewer work and street patch this month.

4) Watermain Loop Improvements

The bid opening was held on May 3, 2016 at 2:00 pm at City Hall. 5 bids were received. Construction will not begin on the school property until after June 7, 2016.

5) Wastewater System Improvements

The bid opening was held May 3, 2016 at 2:30 pm at City Hall. 4 bids were received. We are reviewing the bid documents and will make a recommendation to council once the MPCA makes a determination on the bid alternate.

6) Whiskey Road Walk Infill Study

We have surveyed the project area and are designing the proposed alignment of the walk.

7) Coborn's Grocery Store

The Contractor has installed the sanitary sewer and watermain on the site. They plan to move forward with building construction this month.

8) Railroad Avenue Water Service

The contractor repaired the leaking water service on Railroad Avenue SE.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JUNE 7, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. May 17, 2016 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements
1. Planning Commission Meeting — Tuesday, June 14, 2016 at 7:00 p.m.
2. City Council Meeting — Tuesday, June 21, 2016 at 7:00 p.m.
3. Parks, Recreation, and Culture Board Meeting — Tuesday, June 28, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Interview Candidates for Interim Appointment to Vacant City Council Seat *(Mayor Wimmer)*
   a. Resolution Making Appointment to Fill the Vacant City Council Seat on the Isanti City Council until such time as a Candidate is elected through the Election Process
2. Resolution to Amend Resolution No. 2016-001 Designating Council Committees, and Representatives for City Commissions and Advisory Boards for Year 2016
3. Resolution Approving a Special Event Application for the Cambridge-Isanti Soccer Club *(Sharon Leska, Cambridge-Isanti Soccer Club)*
4. Resolution Approving the Special Event Request from Wintergreens Golf and Grill *(Clay Stawski, Wintergreens)*
5. Resolution Approving a Special Event Permit Request for Miller Tax Customer Appreciation *(Kelly Jo Miller, Miller Tax & Bookkeeping, Inc.)*

<u>City Administrator Don Lorsung</u>
6. Resolution Approving a Request by the Isanti Firefighters Rodeo Association to Close Unity Park Ball Field and Place Signage Indicating such closure for July 8th – 10th and for the movement of the Bleachers Located in Unity Park to the Rodeo Grounds.
7. Resolution Approving Acceptance of Grant from Partners in Healthy Living
8. Resolution Authorizing a Public Naming Contest for Isanti Tot Lot

<u>Police Chief Gene Hill</u>
9. Resolution Authorizing to Enter into an Agreement with the Minnesota Office of Traffic Safety Grant for Safe and Sober High Visibility Enforcement

10. Ordinance Adopting a City Code Chapter 217 – The Use of Unmanned Aircraft

City Engineer Brad DeWolf

11. Award Recommendation – Wastewater Treatment Facility Improvements

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $309,328.59 and Payroll in the amount of $181,210.13
2. Final Meeting Minutes for the April 26, 2016 Parks, Recreation and Culture Board Meeting
3. Resolution Amending Previous Resolution 2011-085 - Replacing All Previous Policies as it May Relate to Declaring Property as Surplus and its Disposal
4. Request to Approve Resolution to the Amended Isanti County Election Equipment Plan
5. Request to Approve Resolution Terminating Isanti Police Reserve Patrick Callahan
6. Resolution Accepting the Resignation of Isanti Police Reserves Beth Callahan, Tara Barrows, Harlan Worsham and Brian Sager

M. Other Communications

1. Draft Meeting Minutes for the May 24, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, MAY 17, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey McInnis, Chief Gene Hill, and City Engineer Brad DeWolf

D. Adopt Agenda

City Administrator Lorsung presented an Addendum to the Agenda adding the following new items:

E1. Proclamation – Mayor's Employer Celebration Day – June 7, 2016
L12. Resolution Approving Medical Leave without Pay for Police Officer Roderick Barrows
L13. Resolution Accepting Part Time Liquor Store Clerk Greta Stodieck's Letter of Resignation

Motion by Lundeen, second by Collison to approve the agenda with the addition of Addendum items E1, L12 and L13. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. Mayor's Employer Celebration Day – June 7, 2016

Mayor Wimmer read the proclamation.

F. Approve City Council Minutes

1. May 3, 2016 – Regular Meeting of the City Council

Motion by Lundeen second by Bergley to approve the regular City Council Meeting Minutes of May 3, 2016 as presented. Motion carried unanimously.

G. Citizens Input

None

H. Announcements

1. City Offices Closed *(In Observance of Memorial Day)*	Monday, May 30, 2016
2. Parks, Recreation & Culture Board Meeting	Tuesday, May 24, 2016 at 6:00 PM
3. City Council Meeting	Tuesday, June 7, 2016 at 7:00 PM
4. EDA Meeting *(Immediately following the City Council Meeting)*	Tuesday, June 7, 2016
5. Planning Commission Meeting	Tuesday, June 14, 2016 at 7:00 PM

I. Council Committee Reports

Mayor Wimmer stated the Fire District has produced their quarterly billing, and there was a larger increase then the City of Isanti had planned for. For a point of reference, last year the cost was $45,000 per quarter this year it is at $50,781. This has created a 13% increase in the Fire District's billing. The Mayor stated when levy and budget discussions arise this summer and fall, the City of Isanti will need to pass this increase on. He also mentioned to Councilmember Lundeen that they will need to try and determine where the increases are stemming from.

The Mayor stated that Allina Health Clinic has begun preparing their site.

The Mayor shared that Coborn's has invited Mayor to come to St. Cloud on June 6, 2016 to meet with key staff that will be operating the store in Isanti.

The Mayor also mentioned to the Council that they have been given some confidential information from the City Attorney that needs to be reviewed. Once reviewed, and prior to leaving it needs to be returned to Lindsey McInnis (Human Resources/City Clerk).

J. Public Hearings

None

K. Business Items

1. **Resolution Approving a Special Event Permit for Car Shows to be Held in Downtown Isanti** *(Dan Collison)*

Mayor Wimmer asked if any changes had been made from last year's Car Shows. Councilmember Collison stated nothing had changed, they will not be charging for parking. Collison did mention there was an error in the newspaper stating there would be a live band; however, the live band information is related to Downtown Street Dance. Collison also mentioned that they received a donation for the liability insurance, and that it has been received. The Mayor also mentioned that at the finale Family Pathways will not be hosting Ribfest again this year.

Motion by Bergley, second by Lundeen to approve Resolution 2016-169 as presented. Motion carried unanimously.

2. **2016 G.O. Sewer Revenue Bond Issue** *(Jessica Green, Northland Securities, Inc.)*

Ms. Green addressed the City Council and provided comments relating to:

a. **Resolution 2016-170 - Providing for the Competitive Negotiated Sale of $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A**

b. **Resolution 2016- 171 - Relating to the Issuance of G.O. Sewer Revenue Bonds, Series 2016A, Covenanting and Obligating the City to be Bound by and to Use the Provision of Minnesota Statues, Section 446A.086 to Guarantee the Payment of the Principal and Interest on the Bonds**

c. **Approve Municipal Advisory Services Agreement by and between the City of Isanti, Minnesota and Northland Securities, Inc.**

Green stated the bond proceeds will be used to finance wastewater treatment improvements including a new lift station, pretreatment building, and various other systems. The total cost at this point is $3,455,000 but there is an alternative being considered (subject to MPCA approval) that may lower that overall cost. The City is going to be contributing $850,000 towards the project, which brings the financing requirement down to $2,605,000.

Green directed Council to the Agenda document with the issuing process, specifically to page 4. She stated that today, May 17th, the Council is considering the adoption of the set sale resolution, if that moves forward Northland Securities is to release the preliminary official statement. Staff has also already provided the general information certificate. During the week of June 6th they are proposing to hold the rating call, with the rating being released on June 13th. The Bond Sale would be at 10:30am on June 21st, and following that they would come to City Council that evening with the true interest cost and recommendation. If that moves forward, bond proceeds would be available on or around July 19th. Green directed the Council to page 5 of the document, which provides a summary of the recommended terms. City of Isanti's bond sale would be a public sale, meaning Northland Securities, Inc. would be soliciting competitive bids. The sale date and council consideration would fall on Tuesday, June 21st to align with the council meeting. Statutory authority that the City is using is Chapter 475 – General debt authority, as well as Chapter 444 which governs the Cities utility revenue debt. For repayment terms: the bonds would mature annually on December 1st of 2018 through 2029. First interest payment would be due December 1, 2016 and semi-annually thereafter on June 1 and December 1. Security is the general obligation pledge of the City combined with the net revenues of the sanitary sewer utility system. The call date will be December 1 of 2025. If there is an opportunity to refund cash or lower interest rates, the City will be able to call those bonds on December 1 of 2024 or any date thereafter. The bonds will be designated as bank qualified. A rating will be sought from Standard & Poor's Rating Services, there is also an application to the Minnesota Credit Enhancement Program. It is not anticipated that bonds will be subject to arbitrage rebate. Briggs & Morgan will continue to act as bond counsel as they have in the past.

Green directed Council to the proposed debt service schedule, in which interest rates will continue to move as the actual bids come in. However, if the scale comes close to what Northland has proposed the average coupon would be approximately 1.85% for the life of the bonds.

Mayor Wimmer pointed out that this is wrapped into the debt schedule, as what the City had based their utility rates going forward on, and it is all inclusive. Ms. Green concurred.

Clarification on what PFA was, was requested. Green stated it is the Public Facilities Authority, a state program. The previous debt that the City has issued, was issued a rating of AA- by Standard & Poor's, the Credit Enhancement Program has an underlying rating of AA+. With the City's current rating combined with the Credit Enhancement Program, it is anticipated that lower interest rates will be received.

Motion by Lundeen, second by Bergley to approve Resolution 2016-170, Resolution 2016-171 and the Municipal Advisory Service Agreement as presented. Motion carried unanimously.

3. Resolution Authorizing Loan with Trans Mississippi Biological Supply

Mayor Wimmer indicated that Trans Mississippi is a fantastic company that provides kits to schools for biology projects such as dissection of frogs and other insects, as well as things like live butterfly kits. They are the largest in Minnesota and currently based out of St. Paul. The plan is that Trans Mississippi Biological Supply will be taking over the middle four bays at the condo units at 101 Isanti Parkway NE. They will be

moving in in two phases. Specifically, the plan is during June and July they will begin, and finish in the fall and have full facilities operating at that time.

Motion by Bergley, second by Collison to approve Resolution 2016-172 as presented. Motion carried unanimously.

4. **Proposed 2017 Budget Calendar**

Budget workshop sessions to prepare for 2017 budget and levy are planned to be held following the currently scheduled City Council meetings:

Tuesday, July 19, 2016
Wednesday, August 3, 2016
Tuesday, August 16, 2016 (only if additional third workshop is deemed necessary)

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

5. **Resolution 2016-173 Approving Lease Agreement and Operating Policy between the City of Isanti and Redbirds Baseball for the Use of Sportsman Field**

Motion by Lundeen, second by Bergley to approve Resolution 2016-173 as presented. Motion carried unanimously.

6. **Resolution 2016-174 Repair of Bluebird Park Structure**

Mayor Wimmer reviewed the state of the current park structure, describing that the rope was fraying. Public Works has tried temporary fixes, but all have been unsuccessful. Due to the severity of the damage at the connection point, it has become a safety issue. The cost to repair the structure is a fairly significant expense. Currently the Park and Recreation Maintenance fund could incur the cost but it would result in having no additional money in the fund for the rest of the year. The repair expense would need to come out of the general fund. The Mayor also indicated that when Public Works prepared for the upcoming year, that this structure was not something they anticipated would need repairs.

The Mayor added that this is something that may begin to come up a lot. Structures that were put in the early 2000's, when in need of repairs, will have some significant maintenance and replacement costs. According to Statute, the City cannot use Park Dedication funds to repair any existing structures, it is strictly for new structures.

It was discussed when the repair would take place. Due to ordering and shipping of the necessary part it is estimated that the structure will be repaired 10-12 weeks from date of approval.

Collison asked if Public Works is going to dismantle the current netting. The Mayor indicated that ideally we would be looking to have the structure down this week by Public Works and that he would contact Josi Woods to determine if that was possible.

Motion by Lundeen, second by Collison to replace the equipment and as mentioned in Resolution 2016-174, to remove the existing netting to avoid a safety issue. Motion carried unanimously.

7. **Resolution 2016-175 Approving Request from Jim Bergman for a Conditional Use Permit to Operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti.**

Motion by Lundeen, second by Bergley to approve Resolution 2016-175 as presented. Motion carried unanimously.

8. **Resolution 2016-176 Approving the Request from Minnco Credit Union for an Interim Use Permit to allow for Temporary Motor Vehicle Sales on the Property located at 309 and 311 Credit Union Drive NE, Isanti.**

Motion by Bergley, second by Lundeen to approve Resolution 2016-176 as presented. Motion carried unanimously.

9. **Ordinance No. 644 Amending Zoning Ordinance 445, Section 6: Residential Districts and Section 14: Performance Standards to include fencing/barricade requirements for swimming pools**

Motion by Bergley, second by Lundeen to approve Ordinance No. 644 (Amending Ordinance 445) as presented. Motion carried unanimously.

10. **Ordinance No. 645 Amending City Code Chapter 8-6, Planning Commission to Reduce the Number of Members**

Mayor Wimmer indicated that the Planning Commission Advisory Board would go down to the 6 currently on the board, and reduce down to 5 members beginning January 1, 2017.

Motion by Collison, second by Bergley to approve Ordinance No. 645 (Amending City Code Chapter 8-6) as presented. Motion carried unanimously.

11. **Resolution 2016-177 to Award School Watermain Loop Improvements to Northdale Construction Co.**

Award Recommendation was provided by Brad DeWolf with Bolton and Menk, Inc.

Mr. DeWolf indicated that on May 3, 2016 five bids were received regarding the School Watermain Loop Improvements projects. The Engineer's Estimated cost was in the $185,000 to $200,000 range. A low bid was received from Northdale Construction Co, which is a reputable firm. Northdale Construction can complete the project in accordance with the contract. It is recommended the project is awarded to Northdale Construction Co in the amount of $156,824.52.

Motion by Lundeen, second by Bergley to approve Resolution 2016-177 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $305,533.61 and Payroll in the amount of $95,486.16

2. Final Meeting Minutes for the April 5, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the April 12, 2016 Planning Commission Meeting
4. Authorizing Advertising for Quotes for Lease of City Owned Crop Land
5. **Resolution 2016-178** Accepting Proposal for Electrical Maintenance Services
6. **Resolution 2016-179** Approving an On-Sale 3.2 Malt Liquor License for Isanti Lions Club for the 2016 Isanti Street Dances
7. **Resolution 2016-180** Approving an On-Sale Liquor License for Isanti Firefighter's Rodeo Association
8. **Resolution 2016-181** Offering the Position of Administrative Data Clerk to Janice Lutterman
9. **Resolution 2016-182** Offering the Position of Economic Development/Marketing Intern to Kathryn Skalicky
10. **Resolution 2016-183** Offering the Position of Part-Time Liquor Store Clerk to Sarah Cisar
11. **Resolution 2016-184** Approving Use of Water Tower for Training by Isanti Fire District
12. **Resolution 2016-185** Approving Medical Leave without Pay for Police Officer Roderick Barrows
13. **Resolution 2016-186** Accepting Part Time Liquor Store Clerk Greta Stodieck's Letter of Resignation

Motion by Lundeen second by Bergley to approve the consent agenda. Motion carried unanimously.

M. Other Communications

1. Draft Meeting Minutes for the May 3, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the May 10, 2016 Planning Commission Meeting
3. Amended 2016 Planning Commission Meeting Schedule
4. April Police Department Report
5. April Code Enforcement Report
6. April Building Inspector Report
7. May Engineering Report

Adjournment

Motion by Bergley second by Collison to adjourn. Motion carried unanimously. Meeting adjourned at 7:19 p.m.

Respectfully Submitted,

Lindsey McInnis
Human Resources/City Clerk

K.1.

A Community For Generations.

Isanti

To: **Mayor Wimmer and Members of City Council**

From: Lindsey McInnis, Human Resources/City Clerk

Date: June 1, 2016

Subject: Interim Appointment to Vacant City Council Seat

On March 15, 2016 the City Council declared the vacancy of City Councilor Adam Johnson to be effective contingent upon absences continuing past May 2, 2016. The City Council adopted Resolution 2016-078, A Resolution Declaring a Vacancy on City Council.

Resolution 2016-078 provides for temporary appointment of a qualified person to fill the vacancy until the Successor, elected at the upcoming Election, takes office. Pursuant to the Resolution and City Code Chapter 18, Article III, Vacancies in Elected Offices, a notice was posted and published seeking qualified persons to apply to be considered for temporary appointment to the Vacant Council Seat.

Applications were due by Tuesday, May 24, 2016. The City received two applications. One from Mr. Ross Lorinser, 749 Park Brook Road NW. The other from Mr. James Witte, 1106 Maplewood Avenue SW. Both are qualified candidates for consideration of appointment.

Pursuant to City Code, the City Council must interview the candidates and then vote by written ballot regarding potential temporary appointment to the City Council. Attached is Mr. Lorinser's and Mr. Witte's applications, interview questions and a prepared resolution for your consideration regarding interim appointment to the City Council.

Uniform Application for Candidate

Temporary Appointment to Isanti City Council

Name: Ross Lorinser

Street Address: 749 Park Brook Rd NW, Isanti, Minnesota

Contact Information
Phone: 763-587-3841

For the office of City Councilor, I swear (or affirm) that this is my true name or the name by which I am generally known in the community. I also swear (or affirm) that:

- I am eligible to vote in Minnesota;
- I am, or will be on assuming office, 21 years of age or more;
- I have maintained residence in the City for at least 30 days;
- I meet any other qualifications for that office as prescribed by law;

Candidate Signature

5-4-16
Date:

Subscribed and sworn before me this 4th of May, 2016

JoAnn L. Welcome
Notary Public or other officer empowered to take and certify acknowledgements

(Notary Stamp)

JOANN L. WELCOME
Notary Public-Minnesota
My Commission Expires Jan 31, 2019

Uniform Application for Candidate

Temporary Appointment to Isanti City Council

Name: James W. Witte

Street Address: 1106 Maplewood Ave SW, Isanti, Minnesota

Contact Information
Phone: (218) 831-7443

For the office of City Councilor, I swear (or affirm) that this is my true name or the name by which I am generally known in the community. I also swear (or affirm) that:

- I am eligible to vote in Minnesota;
- I am, or will be on assuming office, 21 years of age or more;
- I have maintained residence in the City for at least 30 days;
- I meet any other qualifications for that office as prescribed by law;

James W. Witte
Candidate Signature

5-16-2016
Date:

Subscribed and sworn before me this 16th of May, 2016

John L. Welcome
Notary Public or other officer empowered to take and certify acknowledgements

(Notary Stamp)

JOANN L. WELCOME
Notary Public-Minnesota
My Commission Expires Jan 31, 2019

NAME: _____

ORAL INTERVIEW
CITY COUNCIL CANDIDATES
DATE: June 7, 2016

1. If you were going to describe Isanti to a new resident, what would you say?

2. How will your professional work experience help you as a council member?

3. Please describe the boundaries of the City of Isanti.

4. What do you think has been the most controversial issue the Council has faced this past year?

5. What do you think are the major issues facing the City?

6. The City Council works as a team, along with Isanti City Staff. Tell us about the most recent collaborative effort you have participated in.

7. If you could change one thing about Isanti, what would it be?

8. Why should the City Council appoint you to this vacancy?

RESOLUTION NO. 2016-XXX

A RESOLUTION MAKING APPOINTMENT TO FILL THE VACANT COUNCIL SEAT ON THE ISANTI CITY COUNCIL UNTIL SUCH TIME AS A CANDIDATE IS ELECTED THROUGH THE GENERAL ELECTION PROCESS

WHEREAS, a vacant seat occurred on the City Council with the absence of Councilor Adam Johnson; and

WHEREAS, with said vacancy created by Councilor Johnson, the City Council adopted Resolution No. 2016-078, A Resolution Declaring A Vacancy on the City Council; and

WHEREAS, Resolution No. 2016-078 provides for temporary appointment of a qualified person to fill the vacancy until the Successor, elected at the General Election, takes office; and

WHEREAS, City Code Chapter 18, Article III, Vacancies in Elected Offices, provides the process for making a temporary appointment to fill Council vacancies until an election takes place to fill the vacant Council seat; and

WHEREAS, an ad was placed in the official newspaper and posted seeking interested persons to be appointed to fill the vacant Council seat until such time as a candidate is elected through the special election process. Uniform Applications from qualified applicants were due on May 24, 2016. Two applications were received from qualified candidates. The City Council shall interview the candidates and then vote by written ballot.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Isanti, Minnesota, to appoint _____ to fill the vacant Council seat until such time as a candidate is elected through the general election process.

1. The appointed person shall take office after administration of the Oath of Office by the City Clerk.

2. The term of office expires upon their Successor, elected at the Special Election, takes office on January 1, 2017.

Adopted by the Isanti City Council this 7th day of June, 2016.

ATTEST: _____
Mayor George Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

K.2.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: June 2, 2016

RE: Amendment of Appointments to Council Committees and Representatives for City Commissions and Advisory Boards for Year 2016

In light of the City Council vacancy, and with consideration by the City Council of a candidate that may be appointed on an Interim basis to the Vacant City Council Seat at this meeting, the City Council will need to consider re-designation of Council Committees and Advisory Board appointments.

Mayor Wimmer has also reviewed this matter and directed staff that City Councilor Paul Bergley be included in the Amended Resolution to serve on the Liquor Committee and Police Committee.

Remaining Open Board /Committee Assignments are as follows:

Fire Board – (Alternate)
Development Advisory Committee
Finance Committee
Personnel Committee

Attached for your consideration is a draft amended resolution for the City Council to make appointments to the respective Council Committee, Assignments. Also attached is a copy of Resolution No. 2016-001, Resolution Designating Committees and Representatives for City Commissions and Advisory Boards for Year 2016.

RESOLUTION NO. 2016-____

RESOLUTION TO AMEND RESOLUTION NO. 2016-001 DESIGNATING COUNCIL COMMITTEES, AND REPRESENTATIVES FOR CITY COMMISSIONS AND ADVISORY BOARDS FOR YEAR 2016

WHEREAS, on January 5, 2016 the City Council approved Resolution 2016-001 appointing Council Members to represent the City on Council Committees, Commissions, and Advisory Boards; and has been amended from time to time; and

WHEREAS, on March 15, 2016 the City Council approved Resolution 2016-078 Declaring A Vacancy on the City Council; and

WHEREAS, on June 7, 2016, pursuant to Resolution 2016-078 and City Code the City Council approved Resolution No. 2016-_____ appointing _____ to fill the vacant Council seat on an interim basis until such time as a candidate is elected and takes office pursuant to the general election process; and

WHEREAS, it has been found that Resolution No. 2016-001 must be amended to reflect the Council Vacancy and the Council Committees, Commissions and Advisory Board that City Councilor was appointed to serve on.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota that Resolution No. 2016-001 shall be amended to remove all previous Committee, Capacity, Commission and Advisory Board appointments that past Councilor Adam Johnson was appointed to serve on and to make appointments from the City Council to those Council Committees, Capacity, Commission and Advisory Board for the remainder of Year 2016 as follows:

1. Economic Development Advisory Board _____
2. Fire Board (Alternate), _____
3. Development Advisory Committee, _____
4. Finance Committee, _____
5. Personnel Committee, _____
6. Liquor Committee, Paul Bergley
7. Police Committee, Paul Bergley

This resolution was duly adopted by the Isanti City Council this 7th day of June, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-001

RESOLUTION DESIGNATING COMMITTEES AND REPRESENTATIVES FOR CITY COMMISSIONS AND ADVISORY BOARDS FOR YEAR 2016

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

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

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2016:

Economic Development Authority	Mayor and City Council
Park Board	Wimmer
Planning Commission	Bergley, Lundeen
Community Education	Wimmer
C-I Arena Board	Wimmer
Cable TV	Lundeen
Civil Defense Director	Wimmer
Fire District	Lundeen (alternate - Johnson)
ICICLE	Bergley
North TH 65 Corridor Coalition	Bergley
School Liaison	Wimmer, Lundeen
Chamber of Commerce Liaison	Wimmer
Development Advisory Committee	Wimmer, Johnson
Finance Committee	Wimmer, Johnson
Building & Grounds Committee	Lundeen, Collison
Personnel Committee	Wimmer, Johnson
C-I Bike/Walk Trail	Wimmer
Liquor	Johnson, Collison
Police	Johnson, Collison
Public Works	Collison, Bergley
Public Works Labor Management Committee	Wimmer - Guest Representative
Weed Inspector	Wimmer

2. That the City Council appoints the following to act as Mayor Pro-tem in the absence of the Mayor: Councilor Collison

3. That the Planning Commission, Economic Development Authority Board, and Park and Recreation Board shall meet on the date and times as designated as outlined on the attached schedule and posted at Isanti City Hall.

4. That the City Council designates the following individuals to the Park and Recreation Board for 2016:

Jenny Garvey	*(term expiration 12-31-2017)*
Aaron Zdon	*(term expiration 12-31-2016)*
Jamie Bergwick	*(term expiration 12-31-2018)*
_____	*(term expiration 12-31-2018)*
George Wimmer	Council Representative
_____	Student Representative *(term expiration 12-31-2016)*

5. That the City Council designates the following individuals to the Planning Commission for year 2016:

Jeff Duncan	*(term expiration 12-31-2017)*
Wayne Traver	*(term expiration 12-31-2016)*
Cindy Lind-Livingston	*(term expiration 12-31-2017)*
Greg Cesafsky	*(term expiration 12-31-2016)*
Jim Kennedy	*(term expiration 12-31-2018)*
Paul Bergley	Council Representative
Steve Lundeen	Council Representative

6. That the City Council Economic Development Authority Board membership terms are as follows for year 2016:

<u>Mayor and City Council</u>:	
George Wimmer	(term expiration 12-31-2016)
Dan Collison	(term expiration 12-31-2016)
Adam Johnson	(term expiration 12-31-2016)
Paul Bergley	(term expiration 12-31-2016)
Steve Lundeen	(term expiration 12-31-2016)
<u>Appointed Members:</u>	
Tara Hallberg	(term expiration 12-31-2018)
Keith Dragisich	(term expiration 12-31-2020)

This resolution was duly adopted by the Isanti City Council this 5th day of January, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Karissa A. Henning
Human Resources / City Clerk

K.3.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: June 7, 2016

Subject: Special Event Request – Cambridge Isanti Soccer Club hosting MYSA Soccer District Playoffs

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Background
The City received a special event application from the Cambridge-Isanti Soccer Club for the MYSA Soccer District Playoffs to be held at the Isanti Soccer Complex. The event is scheduled to take place over the course of several days, July 9th-16th from 8:00 a.m. till dark.

The estimated number of people to be in attendance is around 8,000 players, coaches, staff, and spectators. Primary parking for the event will occur at the soccer complex. The has requested that overflow parking at Bluebird Park be permitted. Additional restroom facilities will be brought in for the event; and will be pumped by Jimmy's Johnnies. Clean-up will be provided by volunteers through the Cambridge-Isanti Soccer Club. They have submitted the necessary clean-up deposit and a copy of their Liability Insurance is on file.

A copy of the application and departmental review has been attached for City Council review.

Staff Request
City staff is requesting action on this item.

Attachments
- Resolution No. 2016-
- Special Event Application
  - Departmental Review Form
  - Permit Application
  - Release and Indemnification Agreement
  - Site Map
  - Certificate of Liability Insurance

RESOLUTION NO. 2016-

RESOLUTION APPROVING A SPECIAL EVENT APPLICTION FOR THE CAMBRIDGE-ISANTI SOCCER CLUB

WHEREAS, the Cambridge-Isanti Soccer Club has submitted a Special Event application requesting approval to host the MYSA Soccer District Playoffs; and,

WHEREAS, the event is scheduled to take place July 9-16 from 8:00 a.m. until dark at the Isanti Soccer Complex located at 950 3rd Ave NW; and,

WHEREAS, the estimated number of people to be in attendance over that time period is anticipated to be 8,000; and,

WHEREAS, attendee parking will be on site at the Soccer Complex with backup parking located in the lots of Bluebird Park; and,

WHEREAS, the applicant has submitted the required $100 clean-up deposit fee; and,

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

- Special Event Application submitted by Cambridge-Isanti Soccer Association subject to comments provided by City staff members.
    - Parking and traffic circulation be planned the same as last year's Soccer Special Event that occurred during the Rodeo-Jubilee Days.
- Soccer Club officials cooperate and coordinate with the Isanti Police Department, Isanti Fire District/Rodeo Association to direct traffic and reduce traffic congestion during the various events. These groups must also work together to resolve any potential parking issues.

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

This resolution was duly adopted by the Isanti City Council this 7th day of June 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: May 17, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): C.J.S. Cambridge Isanti Soccer

Contact Person: Sharen LeSka

Address: _____

City: Coon Rapids State: Minn Zip: 55448

Phone: ___-___-___ Fax: ___-___-___ Cell: 763-232-2397

E-mail: SKLSOCCER@AOL.com

Secondary Contact Person: Jenny Nystrom

Address: _____

City: Isanti State: MN Zip: 55040

Phone: ___-___-___ Fax: ___-___-___ Cell: ___-___-___ E-mail: CISCJenny@outlook.com

EVENT INFORMATION

Date(s) of Event: 7-9-2016 - 7-16-2016

Hours of Event: 8:00 Am to DARK

Type of Event: MYSA Soccer District Play offs

If additional space is needed, use blank page at the end of this document:

Description of the Event: _____

List of Activities: Soccer Games, Concessions
Kid friendly games

Proposed Location of the Event (be specific):
Isanti Soccer Complex

Estimated Number of People in Attendance (includes staff, participants, and spectators):
3000 Youth 200 Coaches 50+ Staff 5000 Spectators

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

X — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

X — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail:
Request Blue bird parking to be used as over flow

X Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____

NA Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

NA Vendors will be present at the event (Attach information to the Application)

X Tents, equipment, amusement rides, etc.
Size: 2-3 large tents
Location: Headquarters

_____ Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:
: Volunteer Medics on Site

NA Fireworks

NA Street Closure – if yes, what streets: _____

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

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

X Clean-up Plans – Describe in detail: _____
Volunteers

NA Live entertainment – Describe in detail: _____

X Will any other public addressing system or sound amplification be used? If so, describe: Bull Horn for emergency situation

NA Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

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

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

APPLICANT SIGNATURE

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

Applicant Signature: Sharon Testa

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

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

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

(Special Events Holder Initials Here) SF

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

Participant Release and Indemnification required? YES ____ NO____

(Special Events Holder Initials Here) SF

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

(Special Events Holder Initials Here) SF

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Sharon Lesko

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

Name Sharon Lesko

Title Tournament Director

Signature Sharon Lesko

Date 5-15-2016

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

OFFICE USE ONLY

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

Fire Chief
X Approved _____ Denied _____ N/A Signature: Email approval (attached)

Police Chief
X Approved _____ Denied _____ N/A Signature: [signature]

Public Services Director
X Approved _____ Denied _____ N/A Signature: [signature]

Community Events & Parks Coordinator
✓ Approved _____ Denied _____ N/A Signature: [signature]

Community Development Director
X Approved _____ Denied _____ N/A Signature: [signature]

City Administrator/
X Approved _____ Denied _____ N/A Signature: [signature]

City Council
_____ Approved _____ Denied

Date of Review: _____

* occurring during Rodeo -gw
* Temporary signage on-site only -MA

Isanti Soccer Complex
LEGEND
TOILETS
GARBAGE
WATER
Isanti Parkway Northwest
37th Ave NW
Jackson St NE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2015

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

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

PRODUCER	Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116	CONTACT NAME: Sports Division PHONE: (817) 738-6100 FAX: (817) 738-2993 E-MAIL ADDRESS: contact@pullenins.com PRODUCER CUSTOMER ID#: MN	
INSURED	Minnesota Youth Soccer Association 11577 Encore Circle Minnetonka, MN 55343	INSURERS AFFORDING COVERAGE	NAIC #
		Insurer A: National Casualty Company	11991
		Insurer B: National Union Fire Insurance Company	19445
		Insurer C:	
		Insurer D:	
		Insurer E:	
		Insurer F:	

COVERAGES **CERTIFICATE NUMBER:** 14105297 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	X		KRO 4745500	9/1/2014	9/1/2015	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	UNLIMITED
	[ ] POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$1,000,000
							PARTICIPANT LEGAL LIABILITY	$2,000,000
A	AUTOMOBILE LIABILITY			KRO 4745500	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	
	[X] HIRED AUTOS							
	[X] NON-OWNED AUTOS							
A	[ ] UMBRELLA LIAB [X] OCCUR			XKO 4745600	9/1/2014	9/1/2015	EACH OCCURRENCE	$5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$5,000,000
	[ ] DEDUCTIBLE							
	[ ] RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E. L. EACH ACCIDENT	
	If yes, describe under						E. L. DISEASE - EA EMPLOYEE	
							E. L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT MEDICAL			SRG 9115328A	9/1/2014	9/1/2015		$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate is issued on behalf of Minnesota Youth Soccer Association & Cambridge Isanti Soccer Club. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association. Effective for the MSYA Fall Jamboree.

CERTIFICATE HOLDER

Cambridge Isanti District 911
Community Education
305 7th Lane N E
Cambridge, MN 55008

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Wednesday, May 25, 2016 2:24 PM
To: Isanti Parks
Subject: RE: Special Event - Soccer District Tournament July

Isanti Fire approves the special event permit application for the CI Soccer Club tournament July 9-16 as submitted. Al Jankovich | Isanti Fire

---

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Tuesday, May 17, 2016 1:39 PM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event - Soccer District Tournament July

Hello,

I have received a special event permit from the Cambridge Isanti Soccer Club for the July 9-16 Districts tournament. It appears to be pretty similar to past years, and will overlap with the rodeo. They have not requested assistance from PD or Fire, and will have their own volunteer medics on site.

Please respond with your approval or comments. (This will not go to Council until June 7)

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: June 7, 2016

Subject: A Resolution Approving a Special Event Request from Wintergreens Golf and Grill

---

Background

The City received a special event application from Clay Stawski, on behalf of Wintergreens Golf and Grill. The business will be hosting an Outdoor BBQ with live music and beverages. The event will take place on both Thursday, July 7 and Friday, July 8 from 8:00 p.m. to 12:30 a.m. Wintergreens will be hosting a band and will be serving beverages on the west side of the parking lot, similar to the event that was held last year during Jubilee Days. The event includes enclosing an area on the west side of the parking lot of the establishment where live music, consumption of alcoholic beverages, food service, and socializing will take place.

Parking will be provided at Wintergreens, Minnco Credit Union, and on the West side of Credit Union Drive NE. This is the same parking arrangement as previous years' events. The City has requested that parking be limited to the west side only. This condition will be placed upon the approval for this event as well. Copies of letters granting permission to host the event on the property and to park at MinnCo are included for Council review.

A stage for the band as well as several 12' x 12' tents will be located on the property for the event. Restrooms to be used will be the restaurant's indoor facility. Trash containers will be provided outside for the event. The parking area will be cleaned by noon on the following day.

A copy of the application and departmental review has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-
- Special Event Application
    - Department Head Review Sheet
    - Signed Permit Application
    - MinnCo Letter of Permission
    - Site Plan
    - Certificate of Liability Insurance

RESOLUTION 2016-

A RESOLUTION APPROVING THE SPECIAL EVENT REQUEST FROM WINTERGREENS GOLF AND GRILL

WHEREAS, Mr. Clay Stawski, on behalf of Wintergreens Golf and Grill, has submitted a Special Event Application for an event to take place on the property at 306 Credit Union Drive NE; and,

WHEREAS, an outdoor BBQ with live music and beverages will be held on Thursday, July 7th and Friday, July 8th from 8:00 p.m. to 12:30 a.m.; and,

WHEREAS, the event includes enclosing an area in the parking lot of the establishment where live music, consumption of alcoholic beverages, and socializing will take place; and,

WHEREAS, parking for the event will take place on the west side of the street only, within a portion of the establishment's parking lot, and within the Minnco Credit Union parking lot; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approves the Special Event Application with the following conditions:

1. No parking shall be allowed on the east side of Credit Union Drive for the duration of the event.
2. As a part of the event, the Police Department and/or Public Works Department is hereby directed to post 'no parking' signage on the east side of Credit Union Drive the morning of Thursday, July 7th.
3. The applicant adheres to the serving of alcoholic beverages per local and state regulations.

AND FURTHERMORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to:

1. Hereby approves the extension of the licensed premises to the contiguous parking area owned by Wintergreens for the dates and times approved for the special event.
2. That this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 7th day of June 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: 5/15/16

APPLICANT INFORMATION

Sponsoring Entity (if applicable): WINTERGREENS

Contact Person: CLAY STAWSKI

Address: _____

City: ISANTI State: MN Zip: 55040

Phone: _____ Fax: _____ Cell: _____

E-mail: CLAY.STAWSKI@AOL.COM

Secondary Contact Person: RON STAWSKI

Address: _____

City: ISANTI State: MN Zip: 55040

Phone: NA Cell: _____ E-mail: RON.STAWSKI@AOL.COM

EVENT INFORMATION

Date(s) of Event: July 7 & 8

Hours of Event: 8PM - 12:30 AM

Type of Event: LIVE MUSIC W/ BEVERAGES

If additional space is needed, use blank page at the end of this document:

Description of the Event: SAME AS 2013-2015

Rec'd 5/23/16 AW

List of Activities: LIVE MUSIC
BEVERAGES

Proposed Location of the Event (be specific): SOUTH LOT

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

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form ✓
2. Clean-up Deposit Fee, if applicable ✓
3. Proof of Insurance or Certificate of Insurance ✓
4. Signed Release and Indemnification Agreement, if event on City owned property N/A
5. Site Map ✓
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner ✓
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

_____ Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

N/A Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

_____ Selling / Consumption of Alcohol

✓ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

✓ Parking Impact (**REQUIRED** for all events) – Describe in detail: MINNCO WILL ALLOW PARKING FOR EVENT

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

N/A Special Signage (Temporary Sign Permit Application will also be required) – Describe: ~~APPROX 3'X8' BANNER~~ No Banner

N/A Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A Vendors will be present at the event (Attach information to the Application)

✓ Tents, equipment, amusement rides, etc.
Size: 12'x12' (multiple)
Location: Within Fenced Area

N/A Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:

N/A Fireworks

N/A Street Closure – if yes, what streets:

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

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

____ Clean-up Plans – Describe in detail: LOT CLEANED BY NOON FOLLOWING DAY

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

____ Live entertainment – Describe in detail: _____

LIVE BAND

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

____ Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

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

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

_____

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

Name _____

Title _____

Signature _____

Date _____

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

OFFICE USE ONLY

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
__X__ Approved _____ Denied _____ N/A Signature: [signature]

Public Services Director
__✓__ Approved _____ Denied _____ N/A Signature: [signature]

Community Events & Parks Coordinator
__✓__ Approved _____ Denied _____ N/A Signature: [signature]

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: [signature]

City Administrator*
__X__ Approved _____ Denied _____ N/A Signature: [signature]

* Parking on west side of street only

City Council
_____ Approved _____ Denied

Date of Review: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2016

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

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

PRODUCER	CONTACT NAME: David Wichman
Insurance Brokers of MN, Inc. 120 Heritage Blvd NE Suite 2 Isanti MN 55040	PHONE (A/C, No, Ext): (763) 444-5446 FAX (A/C, No): (763) 515-0301 E-MAIL ADDRESS: d.wichman@insurancebrokersmn.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Wilson Mutual — 19950
INSURED Stawski & Stawski Inc, DBA: Wintergreen Golf and 2951 297th ave nw Isanti MN 55040	INSURER B: Accident Fund Insurance Company of — 10166
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1612652273 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			BR233018	3/31/2016	3/31/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6078804	11/17/2015	11/17/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Liquor Liability			BR233018	3/31/2016	3/31/2017	common cause annual aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The does include the outside 16x36 patio and the 30x24 patio for both food and liquor

CERTIFICATE HOLDER

(763) 444-5560

City of Isanti
110 1st Avenue North
Isanti, MN 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

David Wichman/DAVE David D Wichman

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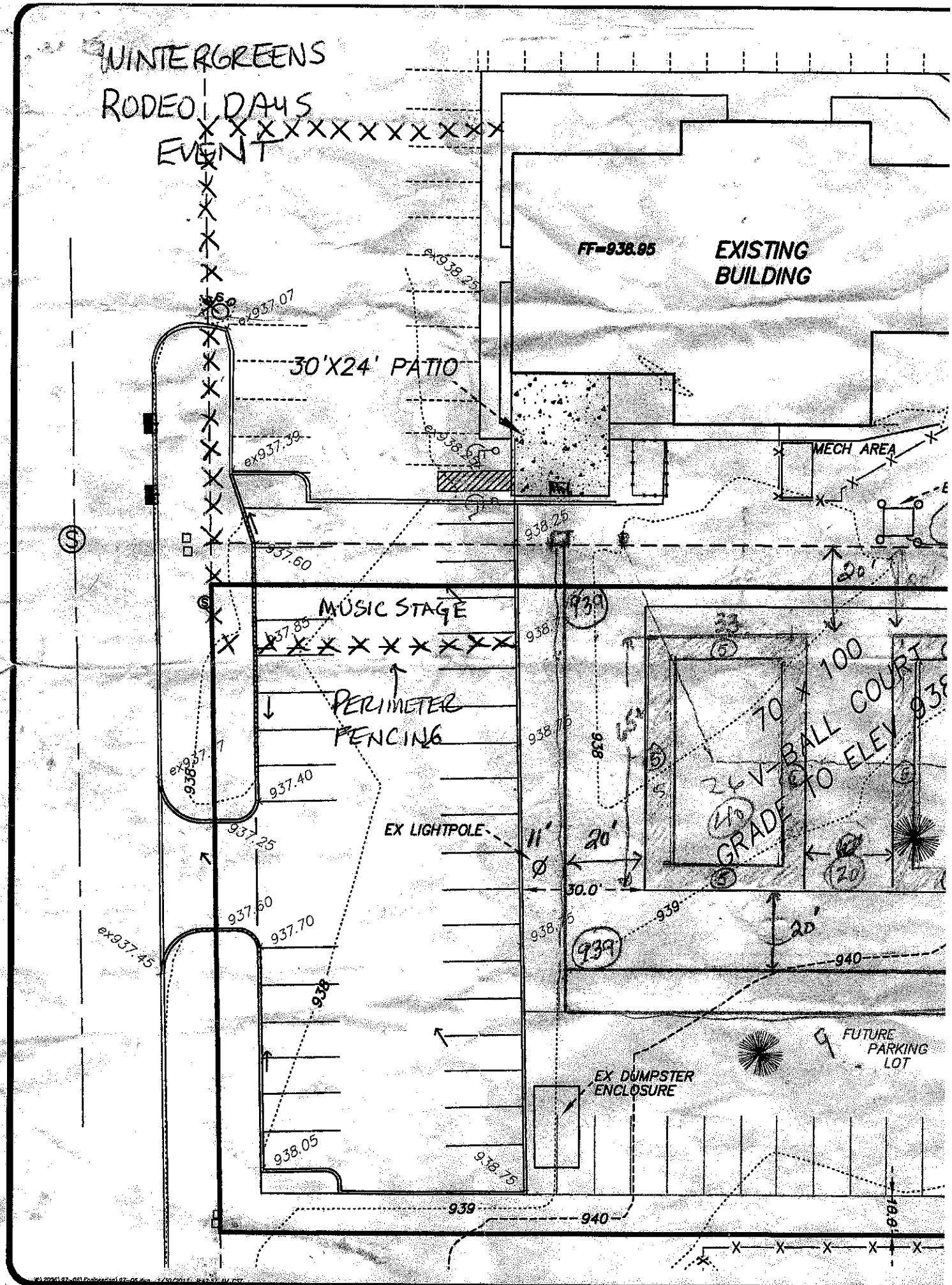
WINTERGREENS
RODEO DAYS
EVENT
FF=938.95
EXISTING
BUILDING
30'X24' PATIO
MECH AREA
MUSIC STAGE
PERIMETER
FENCING
EX LIGHTPOLE
70 x 100
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940
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20'
11'

FROM THE DESK OF…

Ron Stawski

Wintergreens has permission to hold their music event at 306 Credit Union Drive during Rodeo weekend.

Sincerely,

Ron Stawski

Minnco
CREDIT UNION

5/23/2016

To whom it may concern,

I, Peggy Durkot, Vice president of the Isanti office of Minnco Credit Union gives Clay Stawski (Wintergreens Golf & grill) the permission to park in our parking in the evening of July 7th ,2016 after 4:30pm and the evening of July 8th, 2016 after 6pm.

Thank you,

Peggy Durkot

Peggy Durkot

Nurturing Relationships...Exceeding Expectations.

Cambridge Office
235 First Ave. West
Cambridge MN 55008
763-689-1071
Fax: 763-689-9659

Isanti Office
311 Credit Union Dr.
Isanti MN 55040
763-444-4300
Fax: 763-444-4370

County Market Office
100 Xylite Street North
Cambridge MN 55008
763-689-5776
Fax: 763-689-5793

North Branch Office
38807 9th Avenue
North Branch MN 55056
651-674-0872
Fax: 651-674-0873

Home Financial Services
www.minnco.com

email@minnco.com
Toll-Free: 866-4MINNCO

Isanti Parks

From: Isanti Parks
Sent: Wednesday, May 25, 2016 4:00 PM
To: 'ron.stawski@aol.com'
Subject: RE: Wintergreens Special Event
Attachments: Wintergreens Mailing.xlsx

Hello Ron,

As part of the special event process, you need to send a notification letter to all property owners within 350' - I have included a list of those properties for you. Last year, there was a letter included with the application as follows:

Neighbor,
Wintergreen's is planning on hosting 2 events in conjunction with Rodeo Days on July 10th and 11th.
Both are outdoor events from 8PM to 12:30AM and will feature live music and beverages. They will be held on Wintergreen's south parking lot.
Thank you.

Something to that effect serves the purpose just fine. If you can also include a contact number in case a recipient of the letter has questions, that would be best. For the permit, I just need a copy of the letter that will be sent.

Thank you for the answers to those other questions. I will plan to have this ready for the June 7 City Council meeting (7:00 pm at City Hall). Please plan to have a representative there, if no one attends the meeting it will not be discussed and will be tabled until the next meeting.

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

From: ron.stawski@aol.com [mailto:ron.stawski@aol.com]
Sent: Wednesday, May 25, 2016 3:29 PM
To: Isanti Parks <IsantiParks@cityofisanti.us>
Subject: Re: Wintergreens Special Event

Good afternoon,

The event will be Thursday - Friday
We did not send letters in past years. What do we need to get to you?
We won't have a banner.
There will be a few12x12 tents within the fenced area

thank you'

ron

-----Original Message-----
From: Isanti Parks <IsantiParks@cityofisanti.us>
To: clay.stawski <clay.stawski@aol.com>; ron.stawski <ron.stawski@aol.com>
Sent: Wed, May 25, 2016 3:08 pm
Subject: FW: Wintergreens Special Event

Hello Clay and Ron,

I just wanted to confirm a couple of things with you on your special event permit before I pass it off to be approved by the other departments. It looks like the event was Friday/Saturday last year, but the dates listed are July 7/8 this year which is Thursday/Friday – did you shift the days this year?

We'll also need you to send letters to anyone within 350 feet of Wintergreens telling them that the event is happening, you can just email a copy back to this address.

Where will the 3'x8' banner be located? If it is not on Wintergreens property, we need to also have proof that you have permission to put it that location. We also need to be sure that it would not be in a right-of-way or obstructing the view of traffic at all.

The materials for council that I have from last year say that there will be several 12x12 tents located on the property – will this be true again this year?

These items might all be the same as last year, I just want to make sure that everything is as clear as possible to prevent any confusion during the event. Please respond to this email and I will include the answers to the above questions with the application materials.

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

FROM THE DESK OF…

Ron & Clay Stawski

Wintergreens

612 867 2460

Neighbor,

Wintergreen's is planning on hosting two events in conjunction with Rodeo Days Thursday July 7th and Friday July 8th.

Both are outdoor events from 8 PM to 12:30 AM and will feature live music and beverages.

The events will be held on the Wintergreens west parking lot.

Thank you

Clay Stawski

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, May 31, 2016 12:26 PM
To: Isanti Parks
Subject: RE: Wintergreens Special Event

Isanti Fire District reviewed the special event permit for the Wintergreens event during the 2016 Rodeo and accepts it as presented. Al Jankovich | Isanti Fire District

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

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Tuesday, May 31, 2016 10:07 AM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Wintergreens Special Event

Hello,

Please review the attached special event permit for the Wintergreens event during the rodeo. It looks like the details are the same. There were a few questions I had while looking through it, so the email correspondence is also attached.

Please respond with your approval or comments. I will need to have everything ready by Thursday for the June 7 council meeting.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

K.5.

Request for City Council Action

To: Mayor Wimmer and Members of the City Council

From: Katie Everett, Community Events and Parks Coordinator

Date: June 7, 2016

Subject: Special Event Request for Miller Tax and Bookkeeping Customer Appreciation

---

Background

The City received a special event application from Kelly Jo Miller for a Customer Appreciation event for Miller Tax and Waddell & Reed customers on June 21 from 12:00-7:00pm. The event will take place in the parking lot at 303 Credit Union Drive.

The organizer has stated that all of the event activities and parking will be contained within the parking lot and has provided a site map with the application materials. Anticipated attendance is 400. A bounce house and food vendors will be present at the event as well.

The organizer's staff will be cleaning up after the event. The required deposit fee of $100 has been submitted.

A copy of the application, event description and departmental review has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX
- Special Event Application
    - Staff Review Checklist
    - Special Event Application Form
    - Copy of letter of notice to surrounding property owners
    - Site map

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT REQUEST FOR MILLER TAX CUSTOMER APPRECIATION

WHEREAS, Kelly Jo Miller, the Applicant, will be hosting a customer appreciation event for Miller Tax and Waddell and Reed Customers on Tuesday, June 21, 2016; and,

WHEREAS, this event is scheduled to begin at 12:00 p.m. and end at 7:00 p.m.; and,

WHEREAS, the estimated number of participants is 400; and,

WHEREAS, the event will take place at the business establishment parking lot at 303 Credit Union Drive, Isanti; and,

WHEREAS, the primary parking and all activities for the event will be within parking lot; and,

WHEREAS, the Applicant will clean-up after the event and has submitted the $100 clean-up deposit fee;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the Customer Appreciation event for Miller Tax to be held on June 21, 2016 with the following conditions:

- The Applicant submit the Certificate of Liability insurance prior to the event
- The Applicant submit the Letter of Approval from property owner

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 7th day of June, 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: June 1, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Miller Tax and Bookkeeping, Inc

Contact Person: Kelly Jo Miller

Address: [redacted]

City: Isanti State: MN Zip: 55040

Phone: Fax: Cell: - -

E-mail: kellyjo@millertb.com

Secondary Contact Person: Kay Fagerstom

Address: Same

City: State: Zip:

Phone: - - Fax: - - Cell: - - E-mail:

EVENT INFORMATION

Date(s) of Event: June 21

Hours of Event: 12-7

Type of Event: Customer Appreciation

If additional space is needed, use blank page at the end of this document:

Description of the Event: Food + Activities for Miller Tax and Waddell + Reed customers.

List of Activities: Bouncy house, food carts, lawn games.

Proposed Location of the Event (be specific): In Pkg lot @ 303 Cr Union Dr.

Estimated Number of People in Attendance (includes staff, participants, and spectators): 400

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form ✓
2. Clean-up Deposit Fee, if applicable ✓
3. Proof of Insurance or Certificate of Insurance email
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map enclosed
6. Temporary Sign Permit Application, if applicable N/A
7. Approval Letter from the Property Owner - email
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

_____ Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events) Will obtain + email.

_____ Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A Selling / Consumption of Alcohol

_____ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

_____ Parking Impact (**REQUIRED** for all events) – Describe in detail: Will park in lot - should not exceed. All clients will come at various times.

n/A Special Signage (Temporary Sign Permit Application will also be required) – Describe: none?

working on it Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application) emailed RIC

✓ Vendors will be present at the event (Attach information to the Application) yes – JD Concessions

✓ Tents, equipment, amusement rides, etc.
Size: Bouncy house – Rented + provided by Early Yrs Academy
Location:

n/A Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:

n/A Fireworks

n/A Street Closure – if yes, what streets:

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

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

✓ Clean-up Plans – Describe in detail: my staff will clean up lot.

n/a Live entertainment – Describe in detail: _____

n/a Will any other public addressing system or sound amplification be used? If so, describe: _____

✓ Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.) attached- not yet delivered to anyone

n/a If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? No – all is free to my clients

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

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

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

In consideration for being permitted to engage in the following special event activities on property owned by the City of Isanti:
Customer Appreciation for Miller Tax & Bkpg as well as Waddell + Reed.

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

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

(Special Events Holder Initials Here) _____

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

Participant Release and Indemnification required? YES ____ NO X

(Special Events Holder Initials Here) _____

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

(Special Events Holder Initials Here) _____

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

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

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Miller Tax and Bookkeeping Inc.

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

Name Kelly Jo Miller

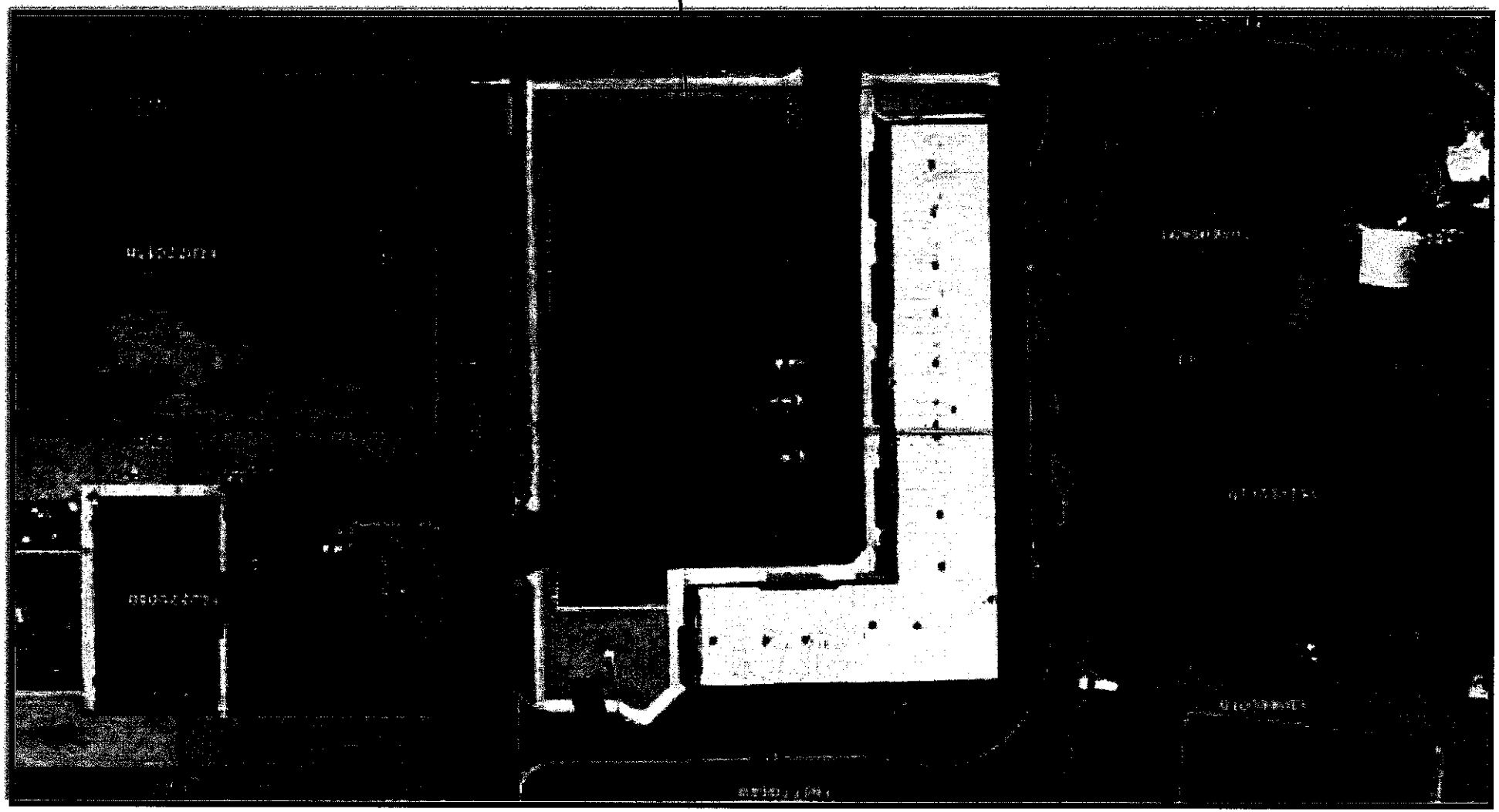
Title Owner/CEO

Signature

Date 6/1/16

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

enter bouncy house here :)



1, 2 Food trucks

3 Bouncy House

OFFICE USE ONLY

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
__✓__ Approved _____ Denied _____ N/A Signature: Jen C Hill

Public Services Director
__X__ Approved _____ Denied _____ N/A Signature: Ann Wood

Community Events & Parks Coordinator
__X__ Approved _____ Denied _____ N/A Signature: Katie Everett

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: Alexander Hess

City Administrator/City Clerk
__X__ Approved _____ Denied _____ N/A Signature: [signature]

City Council
_____ Approved _____ Denied

Date of Review: _____

Miller Tax and Bookkeeping, Inc.

303 Credit Union Drive
Suite 8
Isanti, MN 55040

6/1/16

RE: Client Appreciation Event on 6/21/16 from 12-7pm

To whom it may concern,

We are writing to inform you that we are having a client appreciation event in our parking lot located at 303 Credit Union Drive on Tuesday June 21st, 2016. We expect little to no impact to traffic flow or your business.

Thank you,

Kelly Jo Miller

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, June 02, 2016 11:59 AM
To: Isanti Parks
Subject: RE: Another urgent special event

Isanti Fire approves the special event permit application for the June 21 Miller Tax and Bookkeeping customer appreciation event as submitted. Al Jankovich | Isanti Fire District

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

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From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, June 2, 2016 9:26 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Another urgent special event

Hello Al,

This is a new special event permit this year. Miller Tax and Bookkeeping will be holding a customer appreciation event on June 21 (it's a Tuesday). All events will be contained within the parking lot, and they are anticipating about 400 people throughout the course of the event. There will be a bounce house and concession trucks.

Please review the application and respond with your approval or comments at your earliest convenience.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: June 7, 2016

Subject: A Resolution Approving a Request by the Isanti Firefighters Rodeo Association to Close Unity Park Ball Field and Place Signage Indicating such closure for July 8th – 10th and for the movement of the Bleachers Located in Unity Park to the Rodeo Grounds.

Background

City staff has received an e-mailed request from Marc Volk, Treasurer with the Isanti Fire District, for the closure of the Unity Park Ball field during Rodeo Days. In past years, individuals have used the ball field at Unity Park, which has resulted in damage to the car windows of vehicles parked within Unity Park during the rodeo. The Isanti Rodeo Association has been held responsible for the damage and has replaced many car windows due to balls being hit into the parking area. In order to ensure that these issues did not arise in the future, a request is submitted yearly to close the field during the Rodeo.

Currently, there has been no request for a reservation of the field during these dates. So, no notification to any particular group or reimbursement of fees is necessary. Any request that may be received would be notified of such a closure immediately. A copy of the request has been included for Council review.

In addition, Mr. Mark Volk has requested use of the Unity Field bleachers for extra seating at the Rodeo Grounds for the weekend's events. Despite the Isanti Fire Districts involvement in the original construction of the bleachers, the City has maintained the bleachers over time. Other community groups have also invested money into repairing the bleachers for Unity field. In order to remove the bleachers from the site, City Council would need to authorize that request. The Rodeo Association would bring them to the grounds for the event and would return them to the ball field on Monday, July 11th.

Staff Request

City staff is requesting action on both items.

Attachments

- Resolution No. 2016-XXX
- E-mail request for use of Unity Field bleachers from Marc Volk dated 5.6.2016

Lindsey McInnis

From: Marc Volk <marc@metalcoatingsandmfg.com>
Sent: Friday, May 06, 2016 6:24 AM
To: Isanti Parks
Subject: Isanti Rodeo

Katie

I am looking to request that we are able to utilize Unity Park ball filed, parking lot and the actual field itself for this year's Rodeo. We own the bleachers that are at Unity Park and we typically move them out the Sunday before Rodeo and I also want to make sure you are aware of that. The dates of the Rodeo are July 8th thru July 10th.

Thanks

MARC VOLK
TREASURER
ISANTI FIREFIGHTERS RODEO ASSOCIATION
401-1st AVE N - ISANTI, MN 55040
DIRECT 763-452-0468
MOBILE 612-669-2326
FAX 763-444-9658
WWW.ISANTIFIREDISTRICT.ORG

"STILL THE MOST FUN YOU CAN HAVE WITH YOUR BOOTS ON!"

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE CLOSURE OF UNITY PARK BALL FIELD FOR THE ISANTI RODEO JULY 8TH – JULY 10TH AND AUTHORIZING THE USE OF THE UNITY PARK BLEACHERS AT THE RODEO GROUNDS

WHEREAS, the Isanti Fire District hosts an annual rodeo as part of the Jubilee Days celebration; and,

WHEREAS, each year the Isanti Fire District requests that the City of Isanti close Unity Park Ball Field for the duration of the rodeo, so as to avoid damage to vehicles parked in the area for the event; and,

WHEREAS, issues have occurred in previous years, of which the Isanti Rodeo Association had been liable for damage that occurred; and,

WHEREAS, to avoid complaints and damage to vehicles of those individuals attending the Jubilee and Rodeo events, the City of Isanti has authorized such closure each year to ensure that such issues do not occur; and,

WHEREAS, the Isanti Rodeo Association is also requesting use of the Unity Park bleachers for additional seating at the Rodeo Grounds; and,

WHEREAS, the Isanti Rodeo Association would remove the bleachers before the event and return them to Unity Park on Monday, July 11th; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby authorizes the closure of Unity Park Ball Field as requested by the Isanti Rodeo Association July 8th – July 10th and authorizes City staff to place signage announcing such closure.

AND, BE IT FURTHER RESOVED by the City Council of the City of Isanti, Minnesota hereby authorizes the use of the Unity Park bleachers at the Isanti Rodeo Grounds, with the following conditions:

1. The bleachers are returned to Unity Park on Monday, July 11th.
2. Any damages sustained to the bleachers either in transit or at the Rodeo event shall be repaired by the Isanti Fireman's Rodeo Association.

This resolution was duly adopted by the Isanti City Council this 7th day of June 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: June 7, 2016

Subject: A Resolution Approving Acceptance of Grant from Partners in Healthy Living

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Background

City staff received approval in January, 2016 to apply for grants pertaining to community events and parks. It was found that Partners in Healthy Living had an opportunity to apply for a mini grant of up to $1000.00. Staff applied for the grant to help pay for a picnic table and bench for the community garden. The quoted table and bench will be the same versions as are currently in place at Legacy Park. The award letter for the grant was received May 23, 2016 for $1000.00. The grant required in-kind donations; the remaining funds needed to purchase the equipment is an estimated $447.51. This cost is unbudgeted, and staff recommends that it is paid from Parks, Recreation, and Culture – Small Tools and Minor Equipment (101-45300-240).

Staff Request

City staff is requesting that council approve acceptance of the grant as well as the unbudgeted in-kind contribution funds.

Attachments

- Resolution No. 2016-XXX

RESOLUTION NO. 2016-

A RESOLUTION APPROVING ACCEPTANCE OF GRANT FROM PARTNERS IN HEALTHY LIVING

WHEREAS, the City of Isanti remains dedicated to increasing awareness of an active lifestyle in the Community; and,

WHEREAS, city staff received approval from the City Council on January 5, 2016, Resolution 2016-005 to apply for grants pertaining to the community events and parks; and,

WHEREAS, city staff applied through a mini grant through Partners in Healthy living for $1000.00 to help pay for a picnic table and bench at the community garden; and,

WHEREAS, city staff received a letter awarding the grant in the amount of $1000.00 on May 23, 2016; and,

WHEREAS, the funds received will be a reimbursement upon receiving purchase receipts and other required documentation; and,

WHEREAS, City of Isanti in-kind contributions for these items will be an estimated unbudgeted cost of $447.51; and,

WHEREAS, the funding source for the in-kind contributions will be 101-45300-240 (Park, Recreation and Culture Small Tools and Minor Equipment);

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

1. Hereby approve the acceptance of a grant from Partners in Healthy Living in the amount of $1000.00.
2. Authorize city staff to make the full purchase of the table and bench for the community garden, $1000.00 of which will be reimbursed by Partners in Healthy Living.

Adopted by the Isanti City Council on this 7th day of June 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: June 7, 2016

Subject: A Resolution Authorizing a Public Naming Contest for Isanti Tot Lot

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Background

During the annual Parks Tour with the Parks, Recreation, and Culture Board, it was determined that the name "Tot Lot" is not a good description of what the park offers. At the May 24, 2016 Park Board meeting, the matter was further discussed. Members agreed that a new name may help to increase usage of this park, and because the current park signs are faded and will be replaced soon, now is a good time to change the name. A new name at this time will also fit well with the proposed history project to have plaques placed at each park with their histories.

The Parks, Recreation, and Culture Board is recommending a public naming contest to rename Tot Lot. The contest can be advertised in the Fall Isantian as well as the farmer's market this summer. The contest could then be closed the end of the year and a new name in place by the beginning of 2017. The Policy on Naming Parks allows for a public contest with review by the Parks, Recreation, and Culture Board with a final recommendation going to City Council for approval

Staff Request

City staff is requesting authorization to begin a public naming contest for Isanti Tot Lot.

Attachments

- Resolution No. 2016-
- Resolution 2016-129 – A Resolution Adopting an Amendment to the Policy on Naming Parks

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING A PUBLIC NAMING CONTEST FOR ISANTI TOT LOT

WHEREAS, the Parks, Recreation, and Culture Board has recommended that Isanti Tot Lot be renamed to increase its use; and

WHEREAS, the Parks, Recreation, and Culture Board believes a public naming contest is the best way give the park a new name; and

WHEREAS, a public naming contest is allowed under the Park Naming Policy; and

WHEREAS, the public naming contest will be advertised in places like the Isantian and the Isanti Family Farmer's Market;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby authorize a public naming contest for Isanti Tot Lot.

This resolution was duly adopted by the Isanti City Council this 7th day of June, 2016

ATTEST:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

RESOLUTION NO. 2016-129

A RESOLUTION ADOPTING AN AMENDMENT TO THE POLICY ON NAMING PARKS

WHEREAS, the City of Isanti had adopted a Policy On Naming Parks to provide a process to name City Parks; and

WHEREAS, the policy did not provide an alternative process for the City Council to name parks; and

WHEREAS, Resolution 2002-030 authorized the Park Naming Policy;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota, hereby approves the amendment for the Policy On Naming Parks, attached as 'Exhibit A'.

This Resolution hereby approved by the Isanti City Council this 5th day of April 2016.

Attest:

Mayor George A. Wimmer

Karissa A. Henning
Human Resources/City Clerk

Exhibit A

POLICY ON NAMING PARKS

Adopted 4-2-2002
Amended 4-5-2016

Introduction:
The naming of parks and park features is a thoughtful process that requires careful analysis. A park name remains with a property long after any knowledge of its origin has passed. The selection of a name for a park should be purposeful and systematic, resulting in a name for both meaningful and symbolic.

A park name may honor a person of significant stature within the community, recognize an organization or group that has contributed to the development of the facility, or appreciate a significant natural aspect of the park. Park names should be apolitical and honor a community contribution to the park, rather than an affiliation with a political party or action group.

The following procedures are meant as a systematic process to develop meaningful and creative names for the City of Isanti parks and park system. The procedures are intended to simplify the process, ensure consistency in park and facility naming, remove emotional motivations and encourage creativity. The City of Isanti's future park names will exhibit balance, diversity and creativity.

Timing:
The park naming process is lengthy by design. It is intended to minimize the emotional impact of the naming process or a naming request. All involved have time to consider long-term implications of the name.

A working name may be used before development. The working name should be nondescript and should not resemble a possible permanent name. When acquiring land for future parks, the assignment of a permanent park name may be delayed significantly. A temporary identification will be needed until development. A permanent name will be recommended by the Park and Recreation Board for adoption by the City Council.

Renaming Park Facilities:
Parks should be renamed only after careful consideration. Renaming a park should be considered if one or more of the following criteria is met:

1. The park name is the working name assigned prior to development.
2. Primary park users have submitted a name change petition for consideration through this park naming policy.
3. A person or group contributes a significant portion of the cost of acquiring, developing, renovation or adding land.
4. A park can be renamed for a living person or in memory of someone who has significantly contributed to the

community. The honoree should have completed at least ten years of services. A waiting period is required of six months from the conclusion of service or death.

Memorials:
As a tribute to a deceased resident, a person or group may donate a memorial such as a tree or planting with a plaque; or a bench, picnic shelter, or other park structure. The donor must pay the cost of the memorial, plus installation and future park maintenance required. Planting and location plans must be submitted in advance for approval by the City Administrator / Appropriate Staff. Plaque size must be no larger than 15 inches by 15 inches. City Staff will supervise the installation of memorials.

Procedures for Naming Parks:

The following procedures ~~should~~ may be followed in naming of parks. The City Council reserves the right to select a name for a City Park.

1. Staff will prepare a list of potential names and rationale based on input from appropriate sources, including a public notice in the City's official newspaper asking for citizen input; or a contest. The list will be filtered based on the criteria in this policy.
2. The Parks and Recreation Board will review the potential names. The commission will discuss each name and its merits. Names may be added or eliminated for the list at this time. No decision will be made at this point.
3. Staff should provide information requested by the commission at their next meeting. At this meeting, the commission will limit the list to three names.
4. At their next meeting, the Parks and Recreation Board shall debate the remaining names and select a name to be recommended to the City Council.
5. The proposed park name will then be submitted to the City Council for their approval at their next regular City Council meeting. If not approved, the City Council will return the issue to the Parks and Recreation Board with direction.

Park Naming Criteria:
The following criteria should be used to generate a list of potential names for consideration:

1. The name of the development.
2. The name of the neighborhood.
3. A name associated with a former school in the City.
4. Local points of interest or focal point near the park.
5. A stream, creek or body of water near the park..
6. A hill, valley, or topographic feature associated with the park.
7. An event or historical occurrence associated with the park.
8. A creative name based on an impression of the site.

9. A name based on vegetation or ecology of the area.
10. A dominant feature of the site.
11. A person or group who dedicates the majority of the land or cost for the park.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: May 31, 2016

Subject: October 01, 2016 – September 30, 2017 Safe and Sober Grant

Background:

The City of Isanti has allowed its Police Department to participate in the Safe and Sober Grants that are sponsored by the Minnesota Department of Public Safety – Office of Traffic Safety for the past many years. Through this program the City is given grant money to offset expenses for Peace Officer's to provide enhanced enforcement of traffic laws specifically DWI, seatbelt, and speed enforcement.

Also, the Safe and Sober Grant has provided many free items to the City of Isanti such as: several paid driving school tuitions, portable breath test machines, flashlights, metal detectors, light bars, squad video camera, radar, stationary speed sign, and window-tint meters which reduces the tax burden to the City.

The grant process requirements have changed drastically over the years as well as our grant partners. This year we are required to have a countywide grant. This grant would be Isanti PD as the lead agency and grant fiscal managers. Participating grant members we be Braham and Cambridge PD and Isanti County Sheriff's Office.

Action:

I request that the City Council take action by reviewing and considering a resolution to allow a joint venture with the Minnesota Department of Public Safety – Office of Traffic Safety to participate in the Safe and Sober Grant Program with the grant partners of Braham and Cambridge PD along with Isanti County Sheriff's Office.

Respectfully,

Chief Gene C. Hill

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING TO ENTER INTO AN AGREEMENT WITH THE MINNESOTA OFFICE OF TRAFFIC SAFETY GRANT FOR SAFE AND SOBER HIGH VISIBILTY ENFORCEMNT

WHEREAS, the Minnesota Office of Traffic Safety offers an enhanced traffic enforcement grant to promote roadway and driver safety awareness and education, and;

WHEREAS, the Isanti Police Department has participated in this grant for ten plus years and is partnering with Cambridge PD, Braham PD and Isanti County Sheriff's Office to provide high visibility enforcement, and;

WHEREAS, receives full compensation for the officers wages and benefits for hours worked, and;

WHEREAS, is eligible for free large equipment for department use which saves tax dollars, and;

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

1. Be it resolved that Isanti Police Department enter into a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety for Traffic Safety Enforcement projects during the period from October 1, 2016 through September 30, 2017.

2. That the Chief of Police or designee is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Isanti and Isanti Police Department; and that the fiscal agent of the grant will be the City of Isanti.

Adopted by the Isanti City Council this 7th day of June, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: **Chief Gene C. Hill**
Date: **June 1, 2016**
Subject: **Adopting Chapter 217 - The Use of Unmanned Aircraft**

Background:

The City of Isanti has requested that a City Ordinance be created to control the use of unmanned aircraft (drones) within the City of Isanti. An ordinance was prepared and reviewed by DOAC and City Attorney Clark Joslin. This ordinance is designed to protect the privacy and property of the citizens of Isanti.

Action:

For the City Council to review and consider the adoption of Chapter 217 as the Ordinance that regulates the Use of Unmanned Aircraft (drones).

Thank you for your consideration,

Chief Gene C. Hill

ORDINANCE NO. XXX

AN ORDINANCE AMENDING THE CITY CODE ADDING CHAPTER 217, THE USE OF UNMANNED AIRCRAFT

THE CITY COUNCIL OF ISANTI DOES ORDAIN:

Chapter 217

THE USE OF UNMANNED AIRCRAFT

§ 217-1: Purpose
§ 217-2: Use
§ 217-3: Definitions
§ 217-4: Limitations of UAS Usage
§ 217-5: Exemptions from Provisions
§ 217-6: Information, Notices, and Markings
§ 217-7: Enforcement
§ 217-8: Violation a Misdemeanor
§ 217-9: Effective Date

217-1: **PURPOSE:** This Ordinance is enacted for the purpose, and with the intent, to control and regulate the use of private unmanned aircrafts also known as "drones" (rotary or fixed wing) from disturbing, disrupting, harassing, or endangering another person or property. This Ordinance is also enacted to control and direct the use of unmanned aircrafts while departments within the City of Isanti are performing their official duties.

217-2 **USE:** This Ordinance shall be enforced for the use of both recreational and commercial use of unmanned aircrafts typically weighing less than 55 pounds including its payload. Public safety officials using unmanned aircrafts while performing their official duties or when directed by the Chief of Police or their designee are exempt from the provisions of this Ordinance.

217-3: **DEFINITIONS:**

1. AIRSPACE: The portion of the atmosphere directly above and around the land or water, used by aircraft or by earth based structures such as aerial platforms within the jurisdiction of the city.

2. ALTITUDE: The height of an Unmanned Aircraft as measured from mean sea level.

3. AREA OF COMMAND: The physical space (land, water, air) that is under the control of a public safety official while performing their official duties.

4. AUTONOMOUS SYSTEM: An Unmanned Aircraft that is able to decide its course of direction without human oversight, based off pre-determined waypoints set by the operator using latitude and longitude coordinates, allowing the Unmanned Aircraft to fly without the need for additional operator intervention.

5. CITY: The City of Isanti, Isanti County, Minnesota.

6. DATA COLLECTION: The process of collecting digital imagery through the use of a camera or video recorder attached or connected to an Unmanned Aircraft.

7. OPERATE: Means to pilot, steer, direct, fly or manage a small Unmanned Aircraft through the air remotely. The term "operate" includes managing or initiating a computer system that automatically pilots, steers, directs, flies or manages a small Unmanned Aircraft.

8. PAYLOAD: Goods, materials or equipment carried by an Unmanned Aircraft.

9. PERSON: Includes an individual, partnership, corporation or anybody of persons, whether incorporated or formed as an association or not.

10. PUBLIC EVENT: An event open to the public, or where members of the public are gathered, and occurring on public property or pursuant to City authority. Such events and locations include, but are not limited to, athletic fields, band stands, outdoor swimming areas, street festivals, parade routes, schools, school yards, places of worship, and City, County, State and Federal facilities.

11. REMOTE CONTOL: A device used to control the operation of an Unmanned Aircraft using radio signals from a distance.

12. UNMANNED AIRCRAFT (Also known as unmanned aerial vehicle (UAV), drone, quad-copter, multi-copter or unmanned fixed wing aircraft): An "aircraft" as defined by the FAA pursuant to 49 U.S.C. §40102(a)(6), including the flying portion of the system and all associated support equipment, power supply, control station, data links, telemetry, communications, cameras, video and navigation equipment necessary to operate the unmanned aircraft, flown by an operator via a ground control system, or autonomously through the use of an on-board computer, communication links, GPS and any other additional equipment necessary for the aircraft to operate safely.

217-4: **UNMANNED AERIAL SYSTEMS LIMITATIONS:**

1. No person shall operate an Unmanned Aircraft in violation of local, state or federal rules or regulations.

2. No person shall operate an Unmanned Aircraft within the City in such a manner as to endanger, harm, harass, spy upon, intimidate, or violate the privacy of another, nor in such manner as to trespass or damage the property of another, whether through the use of the aircraft itself or the use of the payload it carries.

3. No person shall operate an Unmanned Aircraft over a public event unless directed/authorized by the Chief of Police or their designee.

4. No person shall operate an Unmanned Aircraft over private property without first obtaining permission from the owner.

5. No person shall operate an Unmanned Aircraft above an area declared as an emergency scene or disaster area, nor within a clear space of ½ mile surrounding an emergency scene or disaster area. During a wildland fire, all Unmanned Aircraft shall be grounded until the incident is resolved so they do not endanger fire suppression air resources assisting to mitigate the incident.

6. No person shall operate an Unmanned Aircraft within ½ mile of a police, fire or rescue operation such as a raid, tactical position, crowd control or scene investigation.

7. No person shall knowingly operate an Unmanned Aircraft over critical infrastructure within the City as defined by the Chief of Police or their designee. These infrastructure includes, but are not limited to: water treatment and storage facilities, waste water treatment, railroad tracks, gas plants, gas supply lines, public buildings, power stations and transmission lines, radio towers or other land areas defined as or containing critical infrastructure.

8. No person shall operate an Unmanned Aircraft before sunrise or after sunset.

9. No person shall operate an Unmanned Aircraft while under the influence of alcohol or other mood altering substances that could impair or affect the operator's ability to safely control the Unmanned Aircraft.

10. No person shall operate an Unmanned Aircraft which carries explosive devices or weaponry including, but not limited to, firearms, gunnery, artillery, open flames, or similar items.

217-5: **INFORMATION, NOTICES AND MARKINGS:**

1. Should an Unmanned Aircraft flight be approved to assist with the duties of public safety, the Incident Commander shall give approval and remain in contact with local airports, department of natural resources, and the department of transportation of their flight when possible.

217-6: **EXEMPTIONS FROM PROVISIONS:**

1. Authorized emergency personnel, when acting in the performance of their duties, shall be exempt from the provisions of this Ordinance.

2. Temporary exemptions from this Ordinance may be granted to local, state or federal law enforcement and emergency agencies.

217-7: **ENFORCEMENT:**

Primary responsibility for enforcement of this Ordinance shall rest with the Isanti Police Department through its Chief of Police and/or their designee. This, however, shall not preclude enforcement by other licensed peace officers.

1. If a licensed law enforcement official or a designee of the Chief of Police determines that the operation of an Unmanned Aircraft is in violation of this Ordinance, OR the operation is hampering, disturbing, or threatening an area or operation, they shall have the right to ground or seize the Unmanned Aircraft.

217-8: **VIOLATION A MISDEMEANOR:** Any person violating any provision of this Ordinance shall be guilty of a misdemeanor as defined by state law and subject to the penalties therefore.

Effective Date. This Amending Ordinance shall become effective upon its adoption and publication in the City's official newspaper.

Adopted by the City Council of Isanti, Minnesota, this 7th day of June, 2016.

Mayor George A. Wimmer

ATTEST:

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Reading Date: 06-07-2016
Publication Date: 06-15-2016
Effective Date: 06-15-2016

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

June 2, 2016

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

RE: Award Recommendation – Wastewater Treatment Facility Improvements
City of Isanti, Minnesota
BMI Project No. R13.109638

Honorable Mayor Wimmer and Members of the City Council:

Four bids were received on the Wastewater Treatment Facility Improvements project on May 3, 2016. The bids were checked and tabulated and the final results are summarized as follows:

Bidder	Base Bid	Add Item 1 - Total
Gridor Construction	$2,942,400.00	$2,924,400.00
Eagle Construction	$2,946,000.00	$2,915,500.00
Magney Construction	$2,968,400.00	$2,898,400.00
Rice Lake Construction	$3,555,300.00	$3,453,300.00
Engineer's Estimate	*$3,200,000.00*	*$3,100,000.00*

Gridor Construction Company bid is within the anticipated budget for the Base Bid amount which includes complete demolition and removal of structures to be taken out of service. Add Item 1 would allow the contractor to demolish and leave in place any of the structure below 42 inches from the finished surface. Since the bids were received, Bolton & Menk has gotten direction from the MPCA to completely remove the structures. We recommend award of this project to Gridor Construction Company in the amount of $2,942,400.00 as the low bidder for the Base Bid.

If you have any questions, please contact me.

Sincerely,

BOLTON & MENK, INC.

Bradley C. DeWolf, P.E.
City Engineer

PLS

RESOLUTION NO. 2016-XXX

RESOLUTION AWARDING THE BID FOR THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS WITHIN THE CITY OF ISANTI

WHEREAS, the City has planned the demolition and removal of structures in regards to the Wastewater Treatment Facility Improvements; and

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

WHEREAS, a public bid opening was held on May 3th, 2016; and

WHEREAS, four bids were received; and

WHEREAS, Gridor Construction Company was the responsible low bidder with a bid of $2,942,400.00; and

WHEREAS, this bid price is within the anticipated budget.

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

1) That the City shall award the project entitled "Wastewater Treatment Facility Improvements" to Gridor Construction Company in the amount of $2,942,400.00.

This resolution was duly approved by the Isanti City Council this 7th day of June, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

CITY OF ISANTI

L.1.

*Check Summary Register©

AP160601

June 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044067	CITY OF ISANTI	6/2/2016	$196.57
Paid Chk# 044068	7-UP BOTTLING	6/2/2016	$300.23
Paid Chk# 044069	ABSOLUTE PORTABLE RESTRO	6/2/2016	$630.00
Paid Chk# 044070	ADVANTAGE SIGNS	6/2/2016	$775.00
Paid Chk# 044071	ASPEN MILLS	6/2/2016	$1,598.17
Paid Chk# 044072	ASSURANT EMPLOYEE BENEFIT	6/2/2016	$409.46
Paid Chk# 044073	BCA	6/2/2016	$115.00
Paid Chk# 044074	BCBSM	6/2/2016	$20.01
Paid Chk# 044075	BELLBOY CORPORATION	6/2/2016	$6,320.89
Paid Chk# 044076	BERNICK'S PEPSI-COLA	6/2/2016	$2,611.90
Paid Chk# 044077	BJORKLUND COMPANIES	6/2/2016	$8,079.40
Paid Chk# 044078	BOLTON & MENK, INC.	6/2/2016	$48,406.27
Paid Chk# 044079	BOYLE, EUGENE	6/2/2016	$2,604.80
Paid Chk# 044080	BREAKTHRU BEVERAGE	6/2/2016	$7,167.30
Paid Chk# 044081	CDW GOVERNMENT, INC.	6/2/2016	$7.98
Paid Chk# 044082	CEMSTONE PRODUCTS COMPA	6/2/2016	$233.50
Paid Chk# 044083	CENTURYLINK	6/2/2016	$755.95
Paid Chk# 044084	CITY OF ISANTI	6/2/2016	$5,460.08
Paid Chk# 044085	CITY OF SAINT PAUL	6/2/2016	$56.75
Paid Chk# 044086	COMPLETE INTEGRATED	6/2/2016	$3,322.31
Paid Chk# 044087	CONNEXUS ENERGY	6/2/2016	$15,429.69
Paid Chk# 044088	CRYSTAL SPRINGS ICE	6/2/2016	$642.74
Paid Chk# 044089	DAHLHEIMER DISTRIBUTING CO	6/2/2016	$40,536.04
Paid Chk# 044090	DELTA DENTAL	6/2/2016	$2,951.15
Paid Chk# 044091	EAST CENTRAL SANITATION	6/2/2016	$675.00
Paid Chk# 044092	EAST CENTRAL SOLID	6/2/2016	$5,715.59
Paid Chk# 044093	ECM PUBLISHERS, INC.	6/2/2016	$445.05
Paid Chk# 044094	EKLUND AG SERVICE	6/2/2016	$4,358.70
Paid Chk# 044095	EMERGENCY AUTOMOTIVE	6/2/2016	$10,555.01
Paid Chk# 044096	FANTH, VICTOR	6/2/2016	$200.02
Paid Chk# 044097	FASTENAL COMPANY	6/2/2016	$195.70
Paid Chk# 044098	FEDERATED CO-OPS, INC.	6/2/2016	$354.43
Paid Chk# 044099	GALLS, AN ARAMARK COMPANY	6/2/2016	$289.34
Paid Chk# 044100	GRAFIX SHOPPE	6/2/2016	$740.00
Paid Chk# 044101	GRANITE ELECTRONICS	6/2/2016	$319.40
Paid Chk# 044102	HACH COMPANY	6/2/2016	$473.51
Paid Chk# 044103	HARTS AUTO SUPPLY	6/2/2016	$229.86
Paid Chk# 044104	HERMAN'S BAKERY	6/2/2016	$97.20
Paid Chk# 044105	I.T.L. PATCH CO., INC.	6/2/2016	$215.25
Paid Chk# 044106	ISANTI RENTAL	6/2/2016	$820.05
Paid Chk# 044107	J. J. TAYLOR	6/2/2016	$1,572.25
Paid Chk# 044108	JOHN HIRSCH'S	6/2/2016	$140.89
Paid Chk# 044109	JOHNSON BROTHERS LIQUOR	6/2/2016	$5,440.97
Paid Chk# 044110	KAWALEK TRUCKING	6/2/2016	$269.60
Paid Chk# 044111	LEAF TOWING AND	6/2/2016	$50.00
Paid Chk# 044112	LINDEN WEB DESIGN	6/2/2016	$119.40
Paid Chk# 044113	MADDEN GALANTER HANSEN, L	6/2/2016	$54.00
Paid Chk# 044114	MARK PRINTING	6/2/2016	$81.00
Paid Chk# 044115	MCDONALD DISTRIBUTING CO.	6/2/2016	$43,770.70
Paid Chk# 044116	MENARDS - CAMBRIDGE	6/2/2016	$427.21
Paid Chk# 044117	METERING & TECHNOLOGY	6/2/2016	$876.50
Paid Chk# 044118	MINNEAPOLIS FINANCE	6/2/2016	$176.40
Paid Chk# 044119	MINNESOTA DEED	6/2/2016	$1,498.62
Paid Chk# 044120	MINNESOTA EQUIPMENT	6/2/2016	$72.85
Paid Chk# 044121	MLB PRINTING, INC.	6/2/2016	$545.00
Paid Chk# 044122	MN DEPT OF HEALTH	6/2/2016	$2,924.00

CITY OF ISANTI

*Check Summary Register©

AP160601

June 2016

(page 2 of 2)

	Name	Check Date	Check Amt
Paid Chk# 044123	MN POLLUTION CONTROL AGEN	6/2/2016	$1,450.00
Paid Chk# 044124	M-R SIGN CO., INC.	6/2/2016	$152.94
Paid Chk# 044125	MVTL LABORATORIES, INC.	6/2/2016	$383.00
Paid Chk# 044126	NAPA AUTO PARTS	6/2/2016	$712.34
Paid Chk# 044127	NELSON AUTO CENTER	6/2/2016	$27,542.95
Paid Chk# 044128	NORTHLAND LANDSCAPING	6/2/2016	$211.95
Paid Chk# 044129	NORTHLAND TRUST	6/2/2016	$5,842.50
Paid Chk# 044130	OFFICE OF THE SECRETARY	6/2/2016	$120.00
Paid Chk# 044131	OLSON POWER & EQUIPMENT	6/2/2016	$369.80
Paid Chk# 044132	PARKER, SATROM & SCHMITZ,	6/2/2016	$220.00
Paid Chk# 044133	PERFORMANCE DOCK	6/2/2016	$1,290.00
Paid Chk# 044134	PHILLIPS WINE & SPIRITS, INC.	6/2/2016	$5,549.30
Paid Chk# 044135	PUDLICK, JACOB	6/2/2016	$10.00
Paid Chk# 044136	RAILROAD MANAGEMENT	6/2/2016	$353.72
Paid Chk# 044137	REALSTAR TITLE	6/2/2016	$15,000.00
Paid Chk# 044138	RED BULL DISTRIBUTION	6/2/2016	$498.80
Paid Chk# 044139	RJM DISTRIBUTING, INC.	6/2/2016	$219.80
Paid Chk# 044140	S & S CUSTOM SPRINGS	6/2/2016	$1,643.64
Paid Chk# 044141	SELECTACCOUNT	6/2/2016	$25.32
Paid Chk# 044142	SHRED-N-GO, INC.	6/2/2016	$70.00
Paid Chk# 044143	SOUTHERN WINE & SPIRITS	6/2/2016	$7,241.30
Paid Chk# 044144	ST. LOUIS MRO, INC.	6/2/2016	$45.00
Paid Chk# 044145	ST.PAUL STAMP WORKS	6/2/2016	$55.69
Paid Chk# 044146	STAPLES ADVANTAGE	6/2/2016	$65.02
Paid Chk# 044147	STRANDLUND REFRIGERATION	6/2/2016	$360.00
Paid Chk# 044148	SULLIVAN, SEAN	6/2/2016	$28.00
Paid Chk# 044149	SUMMIT COMPANIES	6/2/2016	$312.00
Paid Chk# 044150	SYLVESTER, MATTHEW	6/2/2016	$10.00
Paid Chk# 044151	T & S TROPHIES	6/2/2016	$815.00
Paid Chk# 044152	VERIZON WIRELESS	6/2/2016	$525.75
Paid Chk# 044153	VIKING COCA-COLA BOTTLING	6/2/2016	$674.02
Paid Chk# 044154	WAL MART	6/2/2016	$161.32
Paid Chk# 044155	WATSON CO., INC.	6/2/2016	$4,754.11
Paid Chk# 044156	XEROX CORPORATION	6/2/2016	$80.63
		Total Checks	$309,328.59

City of Isanti

Gross Payroll	76,383.62
Social Security & Medicare	4,005.87
Public Employees Retirement	8,035.76
Total City Expense	88,425.25

Pay Date 5-20-2016

Pay Period 11 (5/1-14/16)

City of Isanti

Gross Payroll	80,455.39
Social Security & Medicare	4,289.39
Public Employees Retirement	8,040.10
Total City Expense	92,784.88

Pay Date 6-3-2016

Pay Period 12 (5/15-28/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
April 26, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jamie Bergwick, Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. Bergwick stated that her last Park Board meeting will be in May because she is moving to Mankato.

Motion by Garvey, second by Wimmer to approve the April 26, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from February 23, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Annual Park Tour

A. Eagle Park – Bergwick noted that the bench on one table had been replaced, but the others need maintenance. There is graffiti scratched into them and they need to be painted. Everett noted that one of the tables will temporarily be moved to the community garden until grant money is received to purchase one for that site. Wimmer noted that he will also be going to the Rotary Club for possible funds for the new park. The group noted that Eagle Park has come a long way and is looking much better than it did several years ago. Everett showed an example of a park sign to be considered in the future that would indicate Eagle Park is the site of the Farmer's Market.

B. VFW Park – Zdon noted that eventually the sand needs to be replaced. Garvey questioned why the grill is tucked back in the corner by the fence. The group decided that the grill should be moved to a better location and recommended the center of the fence line, as well as moving the picnic table closer to the grill.

   Wimmer asked Garvey if she knew of any best practices addressing citizens being able to access parks in a city without having to cross major roadways or going more than a certain distance. Garvey stated that she was not aware of one standard, and she believes that each city decides what works best for them. She recommended contacting MRPA staff and members to find out if there is something available.

C. Whisper Ridge – Wimmer noted that we have obtained forfeited parcels nearby. He also explained that there is not enough money to resurface the whole tennis court and it will be best to do something different with the space. Garvey suggested that pickleball is gaining popularity and lines can just be added to existing tennis courts to create multiple uses of one space. Wimmer

noted that Cambridge is already going to be adding some pickleball courts. The group noted that the fence added recently on the park boundary seems to have helped, Wimmer stated that he has not received any additional complaints in some time from the resident about people crossing his property line, but we will continue to evaluate the situation this summer.

Wimmer explained a long term plan to have Whisper Ridge connected by a trail through the wetland to downtown Isanti, and this development should be tied in with the refurbishing of Whisper Ridge.

D. Tot Lot – Garvey asked if we could change the name, "Tot Lot" doesn't seem to reflect what is actually available at the park. Wimmer explained that the park naming policy has been updated so that the City could name parks without having to do the previously required naming contests which have not gotten much of a response in the past. The park needs a new sign anyway, so this is the time to do it. Wimmer requested that everyone bring name ideas to the next Park Board meeting and we can discuss it there. Nails were found protruding from the sand retaining wall near the sign. Garvey and Wimmer noted that the wood in place is a good system because it can be easily fixed and replaced. The group also noted that the grill in this location is inconvenient if people actually wanted to use it, and requested that it be moved closer to the shelter. Garvey noted that the bench in the sand in very low, the group agreed that it should be raised. Wimmer requested that the Tot Lot shelter be added to the pavilion rental form if it is not already there; Garvey stated that we should also have pictures of all of the pavilions available online and with the form to promote their use to the public.

E. Rum River Meadows – Garvey stated that whenever new mulch is added it just gets pushed aside because the swings become too close to the ground. Zdon noted that the single swings are high enough and it must be older kids kick the mulch out of the way. Wimmer stated safety concerns about the ways bench swings get used in the park and the group noted that the mulch under that swing was displaced as well. Garvey suggested that we might evaluate how many swings are available in each park and offer different height swings to accommodate different users. Wimmer stated that we have looked into putting in a volleyball court in the past and it was prohibitively expensive to get insurance and very complicated. Everett asked if it was possible to just have a grass volleyball court; Garvey stated that she has seen it done with temporary posts where there are sleeves in the ground (capped over winter) that the poles fit into. Everett will research the logistics of a grass volleyball court in this location. Zdon found broken glass all over the mulch under the play equipment as well several piles of dog feces. Zdon, Bergwick, and Garvey noted that it appeared to be from a dog that was habitually allowed off leash in the neighborhood.

F. River Bluff Preserve/Isanti Community Garden – Everett and Wimmer updated the members about the progress of the park, noting the future location of trails, the stairway, and the dock. The community garden is going to open to renters on May 14th. The parking lot work will begin very soon.

G–K. Wimmer needed to leave the meeting so he gave a verbal update of the plan for Legacy Park – the access road will be closed off with a gate. While people may still drive around, they will be ticketed for doing. This should alleviate many of the issues with illegal behaviors in the park. Premier Bank has agreed to the temporary change.

Bluebird Park: Skate Park – the hockey rink boards will be sold, and the skate park equipment will be moved to the cement slab. In the future, a rink will be built with wooden boards that are easier to fix and replace.

After Wimmer left, the group discussed the remaining agenda items, but did not visit Riverside, Legacy, Bluebird, or Mattson parks.

(Skate Park) Zdon asked if the skate equipment was moved to the cement slab if we would still be able to use Park Dedication Fund dollars to get more equipment. He stated that the plan had been to use Park Dedication money to build a new skate park at that location, but is concerned that if we move the equipment we have, we might not be eligible for those funds. The group didn't know the answer, Everett will look into it. Garvey wondered if bikes using the skate equipment has caused some of the issues with crowding, Zdon noted that it is stated on the sign that bikes are not allowed, but believes that if there is more equipment available, those issues will get better.

Bluebird: Broken Climbing Equipment – Garvey recommended looking into prices for the repair or new equipment through other companies. Bergwick and Zdon agreed that it is a lot of money to spend on just a small piece of the equipment. Everett explained that it is unlikely that Public Works will be able to fix it even if we do order the part, and we have not received confirmation from the company that they can come out to make the repair.

Bluebird Park: Redbirds Agreement – Garvey made a motion that the Redbirds cease using the field until an agreement is signed. Bergwick seconded the motion, the motion was carried unanimously.

Everett showed the group options for redoing the hopscotch on the path at Bluebird Park. She found a daisy-shaped hopscotch stencil and stencils for kids' activities online. Garvey stated that she is not sure much kids really play hopscotch, Bergwick state that in her experience kids do play, but it's more just jumping on the squares than really playing the game. The group liked the idea of having the activity stencil, but would like to see if there are more affordable options or different packages available.

Mattson Park – Everett asked whether the group thought equipment should be available for rental at the park. The horseshoe pits have been cleaned up, and had become overgrown in the first place because they never get used. Bergwick was concerned about having anything that would stay out at the park due to the vandalism that has happened in the past. Everett explained that equipment could potentially be stored at City Hall and picked up there for use. Garvey stated that bean bags are becoming very popular as well and may be a good rental option. Zdon stated that it is a low cost investment. Garvey stated that it may be difficult for people to make it during City Hall business hours to rent equipment, but that it is a good thing to offer the community. Possible equipment included a basketball, horseshoes, and tennis rackets (depending on cost). Some sort of deposit would be made to ensure equipment is returned.

6. Adjournment

Motion by Zdon, second by Bergwick to adjourn the April 26, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 7:20 p.m.

Dated at Isanti, Minnesota this 26th day of April, 2016.

Respectfully submitted,

_____

Katie Everett
Community Events and Parks Coordinator

A Community For Generations.

Isanti

To: **Mayor Wimmer and Members of City Council**

From: Lindsey McInnis, Human Resources/City Clerk

MEMO

Date: June 1, 2016

Subject: Consider Approving Amended Resolution 2011-085 Regarding Surplus Property

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Background:
It is requested that City Council Amends Resolution 2011-085 regarding Surplus Property. The amendment will provide precise clarification on what is defined as surplus property, and the process in which surplus property is disposed of or sold per the guidelines. The Resolution will supersede all previous resolutions regulating the disposal of surplus and or forfeiture property.

Request:
Request to approve amended Resolution regarding Surplus Property.

Attachment:
- Resolution 2016-XXX

RESOLUTION NO. 2016-XXX

RESOLUTION REPLACING ALL PREVIOUS POLICIES AS IT MAY RELATE TO DECLARING PROPERTY AS SURPLUS AND ITS DISPOSAL;

AND THE DISPOSAL OF FORFEITURE VEHICLES

WHEREAS, on occasion the City of Isanti incurs or obtains supplies, equipment and other property from any source that is not of use for departments within the City; and

WHEREAS, any and all property collected, acquired or obtained during performance on the job therefore becomes city property; and

WHEREAS, this property is considered surplus property and its disposal is subject to this policy, and

WHEREAS, through the course of the Police Department duties, the Department obtains forfeiture vehicles and finds that they must dispose of the vehicles; and

WHEREAS, it has been determined that an amended policy should be established for the disposal of surplus and forfeiture property.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA the following:

1. The guidelines shall be followed in the disposal of surplus property as provided on the attached 'Exhibit A' and is hereby made a part of this resolution.

2. That the City Administrator or City Clerk, shall have the authority to sign all necessary paper work to allow for the process for the disposal of surplus property.

3. This resolution supersedes all previous resolutions regulating the disposal of surplus and or forfeiture property.

This resolution was duly adopted by the Isanti City Council this 7th day of June 2016.

Attested:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

Exhibit A

GENERAL

A. The City Administrator/Designee and Department Head are herewith authorized to dispose of surplus property that has a value of less than $500.00 as determined by staff as follows:

1. The Department Head shall have approved by the City Administrator/Designee any surplus property that has a value of $500.00 or less for disposal unless further designated by policy (i.e. scrap metal or forfeiture vehicles).
2. A list of said surplus property shall be prepared by the Department Head and brought before the Council to declare the property as surplus.
3. The surplus property shall be advertised for sale to the general public as follows:
    a. The City Clerk shall place a list of the surplus property on the City Web site and in the City Newsletter (if publication is timely with-the disposal of said surplus property).
    b. The City Clerk shall post a list of the surplus property at the Post Office and City Hall.
4. The Department Head and City Clerk are hereby authorized to accept from any party, a reasonable offer for the surplus property as advertised.

B. A list of surplus property that has a value of more than $500.00 unless further designated by policy (i.e. scrap metal or forfeiture vehicles); so determined by staff, shall be prepared by each Department Head and brought before the Council to declare the property as surplus and disposed of as follows:

1. The City Clerk shall advertise in the designated newspaper a list of the surplus property and request sealed bids; with the ad to indicate the City of Isanti reserves the right to reject any and/or all bids.
2. The City Clerk shall post a copy of the advertisement at the Post Office and City Hall.
3. Staff shall open and read out loud all bids as received.
4. A copy of all bids shall be brought before the City Council; at which time they shall determine if the bids are acceptable and award the sale to the highest bidder.

C. It may be determined that certain property may best be sold at a public auction unless further designated by policy (i.e. scrap metal or forfeiture Vehicles), whereas the City Administrator and Department Head are hereby authorized for its disposal as follows:

1. Should the surplus property be determined by the City Administrator/Designee and Department Head to have a value of less than $500.00 the property shall be placed in a public auction and shall be advertised as outlined in General. A. Steps 1 through 4.
2. Should the surplus property be determined by the City Administrator/Designee and Department Head to have a value of more than $500.00 the list shall be approved by City Council; and upon approval, an ad shall be placed in the City designated newspaper to inform the public of location, date and time of the public auction and a list providing the items to place on auction.

SCRAP METAL

All scrap metal shall be determined to be surplus property by action of the City Council and shall follow the following procedure:

1. The Public Works Director shall submit to the City Clerk notice of scrap metal for Council action to declare as surplus.
2. After declaration is approved by the City Council:
    a. The Public Works Director and Finance Director shall find two vendors and obtain verbal quotes on a per pound basis for the sale of the scrap metal.
    b. Upon having obtained two verbal quotes, the Public Works Department shall have the authority to transport the surplus scrap metal to the salvage yard providing the highest quote and sell the metal.
    c. A receipt shall be obtained with the sale proceeds for accounting of funds received and shall be given to the Finance Department.

FORFEITED PROPERTY

Through the course of the Police Department duties, the Department obtains forfeiture vehicles and finds that they must dispose of the forfeiture vehicles and the process for disposal shall be according to the following procedure:

1. Forfeited vehicles may be sold at a public auction, whereas the City Administrator and Department Head are hereby authorized for its disposal as follows
    a. Approval by Resolution of the City Council to place forfeited vehicle/s on public auction.
    b. The City Clerk shall place in the City designated newspaper an ad to inform the public of location, date, and time of the public auction and a list providing the items to be placed on auction.
    c. In the event the Police Chief finds a forfeited vehicle is in great disrepair and/or not repairable, is of an age the vehicle has little or no value and would not be worth repairing, etc.; that the only value the vehicle has is scrap value and the vehicle is of no use to the City; that by approval of a Resolution of the City Council the vehicle may be sold to a local scrap yard as follows:
        - The Police Chief/Designee and Finance Director shall find two vendors and obtain verbal quotes for the sale of the scrap vehicle.
        - Upon having obtained two verbal quotes, the Police Department shall have the authority to sell the vehicle to the scrap yard providing the highest quote.
        - A receipt shall be obtained with the sale proceeds for accounting of funds received and shall be given to the Finance Department

A Community For Generations.

Isanti

To: **Mayor Wimmer and Members of City Council**

From: Lindsey McInnis, Human Resources/City Clerk

MEMO

Date: June 1, 2016

Subject: Request Approval of Amended Isanti County Election Equipment Plan

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Background:
Isanti County recently amended its Election Equipment Plan. The plan was amended to allow for the use of newer models of ballot counting equipment. Isanti County Plans to use new equipment to count absentee ballots in 2016; the ballot counting equipment used in the actual polling places will not change for this year. Minnesota statues require municipalities, including school districts, to approve the use of an electronic voting system.

Request:
The approval of the amended Isanti County Election Equipment Plan will serve as the City of Isanti's approval of the new equipment to be used for processing of absentee ballots.

Attachments:

- Resolution 2016-XXX
- Request dated May 18, 2016 from Isanti County Auditor-Treasurer
- Certification of Approval of Isanti County Election Equipment Plan
- Isanti County Election Equipment Plan

RESOLUTION No. 2016-XXX

A RESOLUTION TO APPROVE
THE ISANTI COUNTY AMENDED ELECTION EQUIPMENT PLAN

WHEREAS, Isanti County originally adopted the "Election Equipment Plan" in 2005 as part of the implementation of the Help America Vote Act (HAVA); and

WHEREAS, Isanti County has adopted a revised "Election Equipment Plan" approved by the Isanti County Board of Commissioners on May 18, 2016, to include a new model of equipment used for counting ballots; and

WHEREAS, pursuant to Minnesota Statutes § 206.58, Subd. 3, Counties require municipalities to approve the use of an electronic voting system; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the City of Isanti accepts the amended "Election Equipment Plan".

This resolution was duly adopted by the Isanti City Council the 7th day of June 2016.

Attested:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

ISANTI COUNTY AUDITOR-TREASURER
Chad Struss, Auditor-Treasurer
555 18th Avenue SW
Cambridge, MN 55008
Phone: (763) 689-1644
Fax: (763) 689-8210

TO: City, Township, and School District Clerks

FROM: Chad Struss, Isanti County Auditor-Treasurer

DATE: May 18, 2016

RE: Request Approval of Amended Isanti County Election Equipment Plan

Isanti County has recently amended its Election Equipment Plan. The Isanti County Election Equipment Plan was originally adopted in 2005 as part of the implementation of the Help America Vote Act of 2002 and administration of related grant funds.

A copy of the revised plan with the changes highlighted is enclosed. The plan was amended to allow for the use of newer models of ballot counting equipment. Isanti County plans to use new equipment to count absentee ballots in 2016; the ballot counting equipment used in the actual polling places will not change for this year.

Minnesota statutes require municipalities, including school districts, to approve the use of an electronic voting system as follows [emphasis added]:

> **Minnesota Statutes §206.58 AUTHORIZATION FOR USE**
> **Subd. 3. Counties.**
> The governing body of a county may provide for the use of an electronic voting system in one or more precincts of the county at all elections. ***The governing body of the municipality shall give approval before an electronic voting system may be adopted or used in the municipality under the authority of this section***. No system may be adopted or used unless it has been approved by the secretary of state pursuant to section 206.57.

The approval of the amended Isanti County Election Equipment Plan will serve as your entity's approval of the new equipment to be used for processing absentee ballots. Please have your governing body approve the amended plan, complete the enclosed Certification of Approval of Isanti County Election Equipment Plan form, and return it by **July 1, 2016** to the Isanti County Auditor-Treasurer, 555 18th Avenue SW, Cambridge, MN 55008.

If you have any questions or concerns, please contact me at 763-689-1644. Thank you for your cooperation on this matter.

Enclosures:
Certification of Approval of Isanti County Election Equipment Plan
Isanti County Election Equipment Plan

ISANTI COUNTY AUDITOR-TREASURER
Chad Struss, Auditor-Treasurer
555 18th Avenue SW
Cambridge, MN 55008
Phone: (763) 689-1644
Fax: (763) 689-8210

CERTIFICATION OF APPROVAL OF ISANTI COUNTY ELECTION EQUIPMENT PLAN

I, the undersigned, hereby certify the governing body of _____ has
(Entity)

approved the amended Isanti County Election Equipment Plan as adopted by the Isanti County

Board of Commissioners on May 18, 2016.

_____ _____
Name Date

_____
Title

Please return this completed certification by July 1, 2016 to:

Isanti County Auditor-Treasurer
555 18th Avenue SW
Cambridge, MN 55008

ISANTI COUNTY ELECTION EQUIPMENT PLAN

1. Basis of Plan

The Help America Vote Act of 2002 and Minnesota Statutes 2005, SS 206.57, provides that in federal and state elections held after December 31, 2005, and in county, municipal, and school district elections held after December 31, 2007, the voting method used in each polling place must include a voting system that is accessible for individuals with disabilities in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters.

Laws 2005, chapter 162, section 34, subdivision 1.

Therefore, $29,000,000 has been appropriated from the Help America Vote Act account for the Secretary of State to make grants to counties to purchase electronic voting systems equipped for individuals with disabilities and for certain related operating expenses.

The Secretary of State shall allocate this amount to each county in proportion to the number of precincts used by the county in the state general election of 2004. Consequently, there is approximately $7,059.40 in federal funds for each precinct in the State to purchase the required voting equipment. Combined precincts are able to pool this money together. Because these are federal funds, record keeping and audit requirements apply.

The priority for use of these funds is:

- First, for assistive voting systems,
- Second, for 'operating costs' up to $600 per precinct,
- Any remaining funds are available for purchase of optical scan precinct or central count tabulating machines.

Laws 2005, chapter 162, section 34, subdivision 2.

In addition, $6,000,000 was appropriated from the Help America Vote Act account to the Secretary of State for grants to counties to purchase optical scan voting equipment. Counties are eligible for grants to the extent that they decide to purchase ballot marking machines and as a result do not have sufficient Help America Vote Act grant money remaining to also purchase a compatible precinct-based optical scan machine or central-county machine. These grants must be allocated to counties at a rate of $3,000 per eligible precinct until the appropriation is exhausted, with priority in the payment of grants to be given to counties currently using hand- and central-count voting systems and counties using precinct-count optical scan voting systems incompatible with assistive voting systems or ballot marking machines.

2. Application

To receive a grant under subdivision 1 or 2, a county must apply to the Secretary of State on forms prescribed by the Secretary of State that set forth how the grant money will be spent, which must be in accordance with this plan adopted under Laws 2005, Chapter 162, (See paragraph below). A county may submit more than one grant application, so long as the appropriation remains available and the total amount granted to the county does not exceed the county's allocation. Laws 2005, chapter 162, section 34, subdivision 3.

3. Law Governing Plan

The law under which the plan is proposed is Laws 2005, chapter 162, section 35:

Sec. 35 [LOCAL EQUIPMENT PLANS.]

(a) The county auditor shall convene a working group of all city, town, and school district election officials in each county to create a local equipment plan. The working group must continue to meet until the plan is completed, which must be no later than September 15, 2005, or 45 days after state certification of assistive voting systems, whichever is later.

The plan must:

(1) contain procedures to implement voting systems as defined in Minnesota Statutes, section 206.80, in each polling location;
(2) define who is responsible for any capital or operating costs related to election equipment not covered by federal money from the Help America Vote Act account; and
(3) outline how the federal money from the Help America Vote Act account will be spent.

(b) A county plan must provide funding to purchase either precinct-based optical scan voting equipment or assistive voting machines that combine voting methods used for persons with disabilities with precinct-based optical scan voting machines for any precinct whose city or town requests it, if the requesting city or town agrees with the county on who will be responsible for operating and replacement costs related to the use of the precinct-based equipment.

(c) The plan must be submitted to the Secretary of State for review and comment.

(d) The county board of commissioners must adopt the local equipment plan after a public hearing. Money from the Help America Vote Act account may not be expended until the plan is adopted. The county auditor shall file the adopted local equipment plan with the Secretary of State.

4. Working Group Information – See Spreadsheet

5. County Allocation

The allocation to Isanti County for the purchase of assisted voting equipment totals $120,009.74. All precincts in the county presently have precinct count voting machines that are compatible with ballot marking machines. State law requires that before any funds are spent, the County, working with its cities and townships, must create and adopt a local election equipment plan.

6. Plan Approval

The local plan must contain at a minimum, the items required by law:

The local election equipment plan that is presented below has been created through the efforts of the county, city, township and school election officials as required by law. (listed in table II) The plan has been adopted by the County Board of Commissioners after holding a public hearing. All interested parties were given an opportunity to address the Board related to the plan.

The local election plan presented meets all the requirements of Minnesota law and addresses the equipment needs throughout the county in an efficient and effective manner.

7. Local Equipment Plan for using Assisted Voting Technology in Isanti County precincts.

Isanti County will acquire (AutoMark) equipment for use in all precincts. The equipment will be used in all federal and state elections beginning in 2006. In addition to federal and state elections, beginning in 2008 the equipment will be used in local and school elections.

I. Indicate the procedures to implement assisted voting technology equipment for use by disabled voters in each polling location.

A) Isanti County has met with representatives of all municipalities to prepare the equipment plan

1. The County will be responsible for the following:

   - Purchasing the assisted voting equipment using the grant money
   - Outreach
   - Train at least 2 election judges from each municipality
   - Storing machines
   - Testing, unless stored by the municipality
   - Program cards

2. The Municipalities will be responsible for the following:

   - Outreach
   - Transporting equipment
   - Attending trainings
   - Paying maintenance agreement when grant money is used up

B) Purchase of Assisted Voting Technology Equipment

1. The County, after consultation with its municipal clerks, shall provide for the purchase of one assisted voting technology machine for use by disabled voters for every polling place to be used in the 2006 primary and general election. Federal funds provided to the County will be used to pay the initial purchase cost for this equipment. A total of 19 machines will need to be purchased allowing one for each precinct, an additional one for absentee voting at the Auditors Office and a backup machine.

2. If the federal funds are insufficient to cover the entire cost of the purchase, the County agrees to pay 50% of the additional cost, and the municipality will pay the remaining 50% of the cost for each machine to be deployed in their polling location.

3. If Federal funding is sufficient, the County will utilize remaining Assisted Voting Technology funds to fund operating costs for the machines, as permitted by Federal law.

4. Backup units. A backup unit will be purchased and stored at the County.

C) Storage of Assisted Voting Technology Equipment.

1. The County agrees to store all assisted voting equipment on behalf of the local municipalities. Each municipality will be held responsible to pick up and return machines for each election

2. The County will store all machines at no charge to the municipalities. Municipalities may choose to store machines if they have climate controlled area for storage.

D) Programming of Assisted Voting Technology Equipment

1. The municipalities are responsible for the costs when used for school or local elections.

2. The County agrees to do the programming for state primary and general elections and the county auditor will prorate costs according to formula for dividing costs.

E) Other Maintenance and Operating Costs Related to Assisted Voting Technology Equipment will be paid for by the county and billed to each municipality.

II. Define who is responsible for any capital or operating costs related to election equipment not covered by federal money from the Help America Vote Act account.

A) Items to consider are as follows:

1. Backup units	County
2. Consumables - printer cartridges	County
3. Programming	County with costs divided
4. Storage - not cold storage	County or municipality at their option
5. Transportation	Municipality
6. Training	County
7. Maintenance after warranty period and repairs	Municipality
8. Insurance	County
9. Outreach	County and Municipality

B) The County will be responsible for the following maintenance and operation costs:

- Paper and Printer cartridges
- Back up machine
- Programming
- Storage
- Training
- Insurance
- Outreach

C) The Municipalities will be responsible for the following maintenance and operational costs:

- Maintenance agreements after grant money is exhausted
- Transport Machines
- Outreach

D) Isanti County intends to utilize the following vote counting systems in all precincts: ES&S M100 **or DS200 or replacement models as may be certified by the Secretary of State in the future.**

E) Assisted voting equipment (Automark) will be purchased for each of the ~~17~~ precincts within Isanti County. ($5955 per unit)

F) Backup units ($5500-$5600 per unit): one machine available for absentee voting plus one backup unit. (Automark)

G) Municipalities will be responsible for maintenance costs after funds are exhausted. School districts will be responsible for maintenance costs when holding off year elections.

H) Purchase or Replacement of Vote Counting Equipment with Federal Funds.

a. As required by Minnesota statute, each precinct is currently using a precinct count voting machine. Replacement or additional machines in the case of splitting/adding precincts, the county will split the cost 50/50 with the municipality.

b. Each precinct in Isanti County will use the ES&S M100 **or DS200 or replacement models as may be certified by the Secretary of State in the future** and assisted voting machines (AutoMark).

III. Audit Records

As part of this Plan, all jurisdictions agree to be responsible under Federal and Minnesota law to maintain and provide financial records of expenditures at a level of detail sufficient to meet Federal audit requirements for expenditures made using funds originating with the Federal government under the Help America Vote Act. That level of detail is explained at:

http://www.finance.state.mn.us/agencyapps/maps/opsman/chap04.html

IV. Agreements

An election equipment resolution was send out to all election officials throughout Isanti County. Signed resolutions have been received back from Isanti Township, City of Cambridge, Bradford Township, Maple Ridge Township, Wyanett Township, Dalbo Township, Cambridge Township, Spencer Brook Township, Springvale Township, City of Braham, and Oxford Township. There are no shared costs where federal funds are to be used.

Any HAVA funds that are not expended or are uncommitted for any reason are reserved and will be used for HAVA compliant purposes at the discretion of the County Board.

Revised: May 18, 2016

L.5.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: June 1, 2016

Subject: Isanti Police Reserve Termination

MEMO

Background:

The City of Isanti has previously established 12 positions within the Police Department to be Isanti Police Reserves. This is a civilian group that assists the PD with special events and extra patrols within the park and trail system.

Reserve Officer Patrick Callahan has had incidents that reflected poor judgement and conduct unbecoming of an Isanti Police Reserve Officer. It is my opinion that due to the severity of the most recent incident, that Mr. Callahan be terminated from his position as an Isanti Police Reserve Officer. I informed CA Lorsung and CA Joslin of the incident and my recommendation for termination.

Action:

I ask that the City Council take action in terminating Mr. Callahan from the Isanti Police Reserves.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016 - _____

RESOLUTION TERMINATING ISANTI POLICE RESERVE PATRICK CALLAHAN

WHEREAS, the Isanti Police Reserves are a valuable asset to the community and that the behavior of Mr. Callahan was of poor judgement and conduct unbecoming of an Isanti Police Reserve; and

WHEREAS, the effective date of this termination is Tuesday, June 7th 2016; and

WHEREAS, the City Council authorizes the Chief of Police to fill this vacancy with a viable candidate; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That Mr. Callahan be terminated as an Isanti Police Reserve.

2. That the Chief of Police is authorized to fill the vacancy that has been created.

This resolution was duly adopted by the Isanti City Council this 7th day of June, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill

Date: June 1, 2016

Subject: Isanti Police Reserve Resignation's

MEMO

Background:

The City of Isanti has previously established 12 positions within the Police Department to be Isanti Police Reserves. This is a civilian group that assists the PD with special events and extra patrols within the park and trail system.

Several Reserve Program participants have become very inactive and all Reserves were asked to reconsider their involvement with the program to make way for people that are highly interested in volunteering within the program. April 21st 2016 was the deadline for that decision and several decided to resign. They all verbally resigned but have not submitted a letter of resignation as was requested. Brian Sager is the only one that submitted an email resignation (see attached).

I would ask that the City Council consider the verbal resignations and the one email resignation of the below listed Isanti Police Reserves:

1. Beth Callahan
2. Harlan Worsham
3. Tara Barrows
4. Brian Sager - email

Action:

I ask that the City Council take action in considering and accepting the resignation of Tara Barrows, Harlan Worsham, Beth Callahan and Brian Sager who have left in good standing and to immediately fill her vacancies from a list of viable candidates.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016 - _____

RESOLUTION ACCEPTING THE RESIGNATIONS OF ISANTI POLICE RESERVES BETH CALLAHAN, TARA BARROWS, HARLAN WORSHAM AND BRIAN SAGER

WHEREAS, the Isanti Police Reserves are a valuable asset to the community and that several reserves have verbally resigned and one resigned by email, all of which are resigning in good standing; and

WHEREAS, the effective date of this resignation is Tuesday, June 7th 2016; and

WHEREAS, the City Council authorizes the Chief of Police to fill these vacancies with viable candidates; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Reserve Officers Beth Callahan, Tara Barrows, Harlan Worsham and Brian Sager be accepted.

2. That the Chief of Police is authorized to fill those vacancies immediately.

This resolution was duly adopted by the Isanti City Council this 7th day of June, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Sager, Brian Matthew [brian.sager@mnsu.edu]

To: mrvinnb@aol.com; Chief Gene Hill; Lt. Travis Muyres
Tuesday, May 31, 2016 10:19 AM

Hey guys!

I hope you had a great holiday weekend! I just wanted to inform you that at this point in time I'll be resigning my position as Reserve Police Officer with the City of Isanti. Due to recent employment opportunities I will no longer be able to attend community events/trainings. I hope you all continue to stay in touch! I hope you would be ok with me continuing to use you as a positive professional reference. Have a great day!

Brian Sager
763.228.2897
brian.sager@mnsu.edu

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
May 24, 2016
City Council Chambers

1. Meeting Opening.

A. Call to Order.
Garvey called the meeting to order at 6:00 p.m.

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jamie Bergwick, Jennifer Garvey, and Mayor Wimmer
Members Absent: Aaron Zdon (Gave Prior Notice)
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Garvey asked if there were any agenda modifications. There were none.

Motion by Wimmer, second by Bergwick to approve the May 24th 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from April 26, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Berwick. Vote was unanimously approved.

3. Parks Tour Follow Up

Everett stated that safety concerns were addressed the following day by Public Works.

Public Works knows about the grills at Tot Lot and VFW Park and will move them as they find time.

Rum River Meadows was cleaned up the next day, the picnic has been moved back to the grass but has been moved again. Bergwick commented that they are constantly being moved.

Everett stated that we have verbal approval to stop traffic at the end of the pavement at Legacy Park but are still waiting to get written approval before we can move on installing gates. The police have been in the park doing good things. Wimmer explained that there have been a couple of arrests, a vehicle has been impounded, numerous other arrests for minors drinking, smoking, and using drugs. He was sad to see the vandalism that has taken place to the tables and trees in the park. Garvey has noticed a big improvement already.

Everett explained the Bluebird climbing equipment is down now and the new part has been ordered. The company we order through will be putting it back together. Wimmer explained that Council appropriated funds to pay for the repair so it did not take up all of the park budget. Garvey asked if other companies were approached and Everett said yes, but they all referred us back to the original company for liability reasons. The company did agree to make sure the part works before we pay for it. Garvey asked if we have gotten calls about it yet, and Everett said that she wasn't aware of any so far but anticipates them coming in with school picnics and other summer use starting up.

Everett explained that the Redbirds agreement is settled. It has been signed and they will be providing insurance and paying for lights.

Everett stated that she did find examples of other stencils for Bluebird Park. Fast Line offers a similar stencil for less than Fit and Fun Playscapes. Garvey asked to discuss the stencils. She preferred the Fit and Fun option, although it was the most expensive. Bergwick stated that the animal prints are fun for the little kids, but the Fit and Fun one will get more use. Garvey stated that it's more geared toward activity, Bergwick stated that it can also be used in a variety of locations. Garvey made a motion to purchase the Fit and Fun Nature Activity Circuit if funds allow; Bergwick seconded. It was approved unanimously.

Everett discussed the 2015 City Park Facts report by the Trust for Public Land in response to a discussion on the tour about best practices that cities should follow for their park systems. The report compares big cities on how much money they've invested in their parks and where they put their parks, but then they adjust them back so the cities are comparable to each other. It looks like there is a service that can be contracted to come out and rate your city. Even without paying for that, we can use the report to get an idea for how we're doing. Garvey stated that it is good information as a baseline.

4. Rename Tot Lot

Everett explained that "Tot Lot" isn't very descriptive for what the park offers and a new name might help it get used more. Garvey asked if all previous parks had been named through a contest; Wimmer explained that they have been named in many different ways. Garvey stated that she looked at the streets around the park for a name, but we don't want to name it Dogwood in order to make sure it isn't confused for a dog park. Everett asked if we could direct a naming contest to somewhere in particular instead of just an open to the public contest. Wimmer stated that it has been done before and wasn't very successful. There is a policy in place for naming parks, and he would like to see the public involved. Garvey asked if it could go into the Fall Isantian to advertise the contest and then by January 1 have something solidified. Wimmer explained the last time something like that had been done was for the Parks logo, and components from three different ideas were combined for the final product. Wimmer stated that it can also be advertised at the Farmer's Market. We will need to figure out if there will be a prize or not – Garvey stated that she doesn't think a prize is necessary beyond Council recognition and picture opportunity. Wimmer stated that it will tie in nicely with the history project of getting plaques at each of the parks stating their histories.

Wimmer made a motion to recommend that Council authorize a public naming contest for Isanti Tot Lot. Garvey seconded. Unanimously approved. Everett will ensure that it complies with the policy.

5. Parks Updates

Everett explained that there are lots of things happening now that summer is starting. The Grand Opening event was on Saturday; it was a fun event. We didn't see a lot of new people at the event to register for more plots, but everyone who was there had a great time. The master gardeners were there answering questions for people. Wimmer stated that the earlier meeting with all of the gardeners went really well and the garden is coming together very nicely. Everett stated that the unrented plots are marked so people can see them and decide which ones they want.

Busy Bees is coming up. There is not any one signed up at this point. Sunrise Apiaries will come out to show the different ways bees use the chambers in their hives. Participants will also make mason bee homes. Mason bees are solitary bees who like to find nooks and crannies, so we'll make a bundle of bamboo where they will come to live. Bergwick stated that Fleet Farm sells bee houses; Everett stated that it's the same idea, but you can make them yourself. The program is at 1:00 at the garden and

registration is required so we can get materials and because we have someone else coming to teach they'll know if we have any participants. Nature Detectives is the same morning – June 4 at 9:00.

Street Dances are coming up – we have banners and posters in hand for all three events. A banner will go up next week. Newspaper ads will be run as well, around June 1st an ad will be run with all three and then a week before each event we'll put one in for each specific dance. The events are also on Facebook. If people interact with the events they will get reminders on the events as well.

Farmer's Market starts on Friday. The market is averaging about 11 vendors with who is signed up so far. Our bags are in, and they will be handed out for free throughout the season. The sponsorship on the bags is updated this year. The program is called Cultivate Wellness and includes the community garden and farmers market since they fit well, they're all the same mission of getting people healthy food and active lifestyle themes. People were really excited to see the new sponsorship program.

The community garden is open for planting and people have started. It looks great. A lot of people who have three plots already, which is the max for this year, want more. They are waiting until June 1st when registration closes and then will come back to get more. Everett checked just before the meeting and there are 38 plots reserved now. Public works will cover the unused plots with straw. Everett is planning to plant baby pumpkins in the section set aside for future use. She will do this as soon as she can, weather permitting. School For All Seasons is also scheduled to go out and start planting this week in the garden; the Minnesota Center is going to be going out this week to start planning what their prairie experiment will look like.

The other construction work at River Bluff is going really well. Everett spoke with Jason from Bolton and Menk and it looks like the projects are on schedule to be done on time, if not sooner. The stairs look awesome, and there's just a little erosion control left to be done on the switchback trail. Wimmer stated that the railing will need to go on the stairs, but it looks great so far and they've done a really good job. He shared that there is one family who lived in the area for 5 or 6 years who didn't know what was back in that area and have now been able to see it and that has been really cool. Everett shared that the bridge is being used every day – people are fishing off of it, sitting on it, etc. and Public Works has installed the gates so no one can drive anything on it. Garvey asked if there are signs directing people back through the park. Wimmer explained that we are working on getting maps made; Everett explained that it is easy to follow the trails back at this point. Everett asked if we wanted to take a Park Board trip to the park; Wimmer stated that once the Park Board is full again we should do it.

6. BMX position - Council Appointment

Wimmer explained Mr. Zdon is technically the current appointee to the Rum River BMX Board, but has apparently not been able to fulfill this, and there have been a lot of interesting situations recently with the association; and in meeting with the track operator had stated that at this point we need to make it a council appointment to make sure we're getting that communication. There has been a complete breakdown of communication of what's supposed to be happening and not, he [the track operator] and the mayor agreed that it would be a great thing to do. Wimmer will make that appointment probably by the second council meeting in June. He also notified the Park, Rec and Culture Board that we have had to send a certified letter, Rum River BMX has not provided their financials from this year nor last year. Garvey asked if they were automatically supposed to do that. Wimmer explained that May 1st was the date picked by the association during the negotiation of the contract. At this point we unfortunately have to enforce the contract, Wimmer had been in contact with the track operator several times and dates when the financials were promised have now passed. He explained that the real world consequence is that the city is having a bond meeting for new work being done on the sanitary sewer system. We need to be able to prove that the group using the facility will be able to pay for the existing bond; at this point we can't do that. Wimmer hopes that he will be able to explain this, but it could cost us thousands or tens of thousands

in interest payments. The letter was sent out last Friday, and we hope to get a response quickly. They have provided these financials in the past when the building was being constructed, and it shouldn't be something that they don't already have to do for the IRS. Bergwick asked if we were recommending that they have someone on our board; Wimmer clarified that we are going to have someone on their board as part of the contract. He stated that Mr. Zdon had been serving kind of a dual role for a number of years because he was on their board, but when this appointment was made Mr. Zdon was not sure he would have enough time to fulfill the role. Wimmer was not sure if Zdon had been able to attend the meetings, but we have not had the communication.

7. Adjournment

Motion by Bergwick, second by Wimmer to adjourn the May 24, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:38 p.m.

Dated at Isanti, Minnesota this 24th day of May, 2016.

Respectfully submitted,

_____

Katie Everett
Community Events and Parks Coordinator

DRAFT

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JUNE 21, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. Presentation of the Minnesota GreenStep Cities Steps 1, 2 and 3 Recognition Award *(Mayor Wimmer)*
2. Presentation of 2016 Isanti Ambassador Candidates *(Melissa Bettendorf)*

F. Approve City Council Minutes
1. June 7, 2016 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1.	Parks, Recreation, and Culture Board Meeting	Tuesday, June 28, 2016 at 6:00 p.m.
2.	CITY OFFICES CLOSED	Monday, July 4, 2016
	(In Observance of Independence Day)	
3.	City Council Meeting	Tuesday, July 5, 2016 at 7:00 p.m.
4.	Economic Development Authority Meeting	Tuesday, July 5, 2016
	(Immediately following the City Council Meeting)	
5.	Planning Commission Meeting	Tuesday, July 12, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Resolution Providing for the Issuance and Sale of $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A and Pledging Net Revenues for the Security Thereof *(Jessica Green, Northland Securities Inc.)*
2. Resolution Approving a Special Event Request from the North 65 Chamber of Commerce for Jubilee Days *(Melissa Bettendorf, North 65 Chamber of Commerce)*

City Administrator Don Lorsung

3. Resolution Approving Updates to Isanti Community Center Rental Information
4. Resolution Approving a Conditional Use Permit for Granger Machine Inc./Crosslake Specialties LLC for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota

5. Resolution Approving a Conditional Use Permit for St. Elizabeth Ann Seton to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota

6. Ordinance Amending Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements

7. Resolution to Approve Staff to Work with the Charter School Development Corporation on a Park Development Agreement

Liquor Store Manager John Jacobi

8. Resolution Approving Bid for the Replacement and Installation of LED Lights at the Liquor Store

9. Resolution Approving Isanti Meats to Cater Isanti Liquor Store Tasting Event

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $360,487.53 and Payroll in the amount of $89,894.86
2. Contractor's Pay Request No. 2 – Final in the Amount of $43,775.13
3. Final Meeting Minutes for the May 3, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the May 10, 2016 Planning Commission Meeting
5. Resolution Approving a Local Gambling Permit to the Military Order of Cooties Auxiliary to Isanti Rum River Rats #99
6. Resolution Adopting Amendment to Nuisance Lot Mowing Policy
7. Resolution Approving Donation Box at Liquor Store
8. Resolution Approving Repair for Grader Equipment
9. Resolution Authorizing Filling of Vacancies to the Isanti Police Reserve Unit by Hiring: Danny Richardson Jr., Evan Peterson, Andrew Sammis, and Keith Peterson
10. Resolution Offering the Position of Part-Time Liquor Store Clerk to Christie Visser

M. Other Communications

1. Draft Meeting Minutes for the June 7, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the June 14, 2016 Planning Commission Meeting
3. May Police Department Report
4. May Code Enforcement Report
5. May Building Inspector Report
6. June Engineering Report

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JUNE 7, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Steve Lundeen and newly appointed Ross Lorinser

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey McInnis, Chief Gene Hill, Economic Development Director Sean Sullivan, and City Engineer Jason Cook

D. Adopt Agenda
Motion by Lundeen, second by Bergley to approve the agenda. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. May 17, 2016 – Regular Meeting of the City Council

Motion by Collison second by Bergley to approve the regular City Council Meeting Minutes of May 17, 2016 as presented. Motion carried unanimously.

G. Citizens Input
None

H. Announcements

1.	Planning Commission Meeting	Tuesday, June 14, 2016 at 7:00 p.m.
2.	City Council Meeting	Tuesday, June 21, 2016 at 7:00 p.m.
3.	Parks, Recreation, and Culture Board Meeting	Tuesday, June 28, 2016 at 6:00 p.m.

I. Council Committee Reports
Mayor Wimmer would like to see the time period for nuisance control for mowing be consistent across the board between first time and repeat offenders. Currently, first time offenders are given 1 week to provide cleanup, and repeat offenders are given 2 weeks. The Mayor would like to see both offenses given the one week timeframe. He requested for a resolution to be prepared for the next council meeting.

The Mayor reported on the Appreciation Luncheon for the Employers of the City and their employees. The event was successful and approximately 200 people were in attendance. Council member Bergley received a five-year anniversary award for his business. Also, at the event the Mayor was given an update from John Ward of Allina and he was also able to share information on the Coborn's project, which is projected to be finished late summer. Both of these projects are designed as "new generation" facilities.

J. Public Hearings

None

K. Business Items

1. Interview Candidates for Interim Appointment to Vacant City Council Seat *(Mayor Wimmer)*
   a. **Resolution 2016-187 Making Appointment of Ross Lorinser to Fill the Vacant City Council Seat on the Isanti City Council until such time as a Candidate is elected through the Election Process**

Two uniform applications from City residents Ross Lorinser and James Witte were received for the interim appointment to the vacant City Council seat. Both met the qualifications for candidacy for interim appointment to the vacant Council seat.

Both candidates were present and uniform questions relating to the City Council seat were asked of each of them, in alphabetical order, while the other stepped out of the room.

Voting Ballots were passed out to the Mayor and Council, completed, and collected by City Clerk, Lindsey McInnis. Once all ballots were received, City Administrator Don Lorsung, announced that the City Council unanimously approved appointment of Mr. Lorinser for the vacant Council seat. Mayor Wimmer encouraged Mr. Witte to get involved, and notified him of a vacant seat on the Park and Recreation Board.

Motion by Lundeen, second by Collison to approve Resolution No. 2016-187 appointing Ross Lorinser to fill the vacant City Council seat. Motion carried unanimously.

Mr. Lorinser was given the oath of office and sworn in by City Clerk Lindsey McInnis.

Mr. Lorinser took his seat among the Council for the remainder of the meeting.

2. **Resolution 2016-188 Amending Resolution No. 2016-001 Designating Council Committees, and Representatives for City Commissions and Advisory Boards for Year 2016**

Council member Bergley was appointed to Police Committee and Liquor Committee as well as an alternate for the Fire District. Council member Lorinser was appointed to the Finance, Personnel and Development and Operations Advisory Committee.

The Rum River BMX Committee will be a council appointment. The appointment will not be filled at this time; however, the Mayor plans to serve on that board.

Motion by Lundeen second by Collison to approve Resolution 2016-188 as presented. Motion carried unanimously.

3. **Resolution 2016-189 Approving a Special Event Application for the Cambridge-Isanti Soccer Club**

Motion by Lundeen second by Bergley to approve Resolution 2016-189 as presented. Motion carried unanimously.

4. **Resolution 2016-190 Approving the Special Event Request from Wintergreens Golf and Grill**

Motion by Lundeen second by Bergley to approve Resolution 2016-190 as presented. Motion carried unanimously.

5. **Resolution 2016-191 Approving a Special Event Permit Request for Miller Tax Customer Appreciation**

Motion by Lundeen second by Bergley to approve Resolution 2016-191 as presented. Motion carried unanimously.

6. **Resolution 2016-192 Approving a Request by the Isanti Firefighters Rodeo Association to Close Unity Park Ball Field and Place Signage Indicating such closure for July 8th – 10th and for the movement of the Bleachers Located in Unity Park to the Rodeo Grounds**

Motion by Lundeen second by Bergley to approve Resolution 2016-192 as presented. Motion carried unanimously.

7. **Resolution 2016-193 Approving Acceptance of Grant from Partners in Healthy Living**

Motion by Bergley second by Lundeen to approve Resolution 2016-193 as presented. Motion carried unanimously.

8. **Resolution 2016-194 Authorizing a Public Naming Contest for Isanti Tot Lot**

Motion by Bergley second by Lundeen to approve Resolution 2016-194 as presented. Motion carried unanimously.

9. **Resolution 2016-195 Authorizing to Enter into an Agreement with the Minnesota Office of Traffic Safety Grant for Safe and Sober High Visibility Enforcement**

Motion by Collison second by Lundeen to approve Resolution 2016-195 as presented. Motion carried unanimously.

10. **Ordinance 646 Adopting a City Code Chapter 217 – The Use of Unmanned Aircraft**

Mayor Wimmer explained this City Code would prohibit individuals from flying a drone or other such vehicles over private property.

Bergley questioned if permission was given from private property would that be allowed. It was confirmed that yes, it would, so long as the individual had permission and it was not flown over any other residences without permission.

Lundeen was questioning the aircrafts that fly over properties, and then try to sell pictures of the property. The Mayor indicated that those are not unmanned aircrafts which is what the Code pertains to. Council member Collison asked if that was because they were flying under a lower elevation. Chief Hill mentioned that the unmanned aircrafts that fly over 400 feet must be regulated by the FAA. The aircrafts taking photos are typically flying over 500 feet and therefore would be regulated by the FAA.

Bergley asked about Public Safety Officials using unmanned aircrafts, as the code states that they are exempt from this ordinance.

Chief Hill stated that Public Safety is restricted even further than the general public because of the U.S. Constitution and Bill of Rights. People are secure under the fourth amendment in their own property, and any intrusions by law enforcement unlawfully, is prohibited. The Chief stated the type of situations these drones would be used in would be strictly for search and rescue, situations where a search warrant permits the use, or an emergency response situation where intelligence is required to dissolve the situation.

Motion by Lundeen second by Lorinser to approve Ordinance 646 as presented. Motion carried unanimously.

11. **Resolution 2016-196 Awarding the Bid for the Wastewater Treatment Facility Improvements within the City of Isanti**

Mr. Jason Cook, with Bolton & Menk, Inc., described that the improvement project is to replace the existing main lift station, replace the pre-treatment building and move it near the current wastewater treatment plant, as well as rehabbing the aeration system and the filter systems. The bids came in under the Engineers estimate. The alternate bid was denied by the MPCA for its location to the Rum River, it was within 1,000 feet. Mr. Cook recommended Council approve the bid received from Gridor Construction in the amount of $2,942,400.00 and move forward with construction.

Motion by Lundeen second by Collison to approve Resolution 2016-196 as presented. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $309,328.59 and Payroll in the amount of $181,210.13
2. Final Meeting Minutes for the April 26, 2016 Parks, Recreation and Culture Board Meeting
3. **Resolution 2016-197** Amending Previous Resolution 2011-085 - Replacing All Previous Policies as it May Relate to Declaring Property as Surplus and its Disposal
4. **Resolution 2016-198** Amending Isanti County Election Equipment Plan
5. **Resolution 2016-199** Terminating Isanti Police Reserve Patrick Callahan
6. **Resolution 2016-200** Accepting the Resignation of Isanti Police Reserves Beth Callahan, Tara Barrows, Harlan Worsham and Brian Sager

Motion by Lundeen second by Bergley to approve the consent agenda. Motion carried unanimously.

M. Other Communications

1. Draft Meeting Minutes for the May 24, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

Motion by Bergley second by Lundeen to adjourn. Motion carried unanimously. Meeting adjourned at 7:29 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

K.1.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council Members**

From: Don Lorsung, City Administrator

Date: June 14, 2016

Subject: General Obligation Sewer Revenue Bonds, Series 2016A

At the City Council meeting on May 17, 2016 the City Council authorized the sale of General Obligation Sewer Revenue Bonds, Series 2016A.

Proposals are being received by Northland Securities, Inc. and Ms. Jessica Green will be here to present the results. Attached is a draft Resolution to accept the bond sale. It will be completed with the details of the bond sale.

EXTRACT OF MINUTES OF A MEETING
CITY COUNCIL OF THE
CITY OF ISANTI, MINNESOTA

HELD: JUNE 21, 2016

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Isanti, Isanti County, Minnesota, was duly held at the City Hall on June 21, 2016, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and sale of $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-_____

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF $2,605,000 GENERAL OBLIGATION SEWER REVENUE BONDS, SERIES 2016A AND PLEDGING NET REVENUES FOR THE SECURITY THEREOF

A. WHEREAS, the City owns and operates a municipal sanitary sewer system as a separate revenue producing public utility (the "System"), and the net revenues of the System are pledged to the payment of the City's outstanding: (i) $4,682,145 original principal amount of General Obligation Sewer Revenue Bonds of 1996A, dated September 18, 1996; (ii) $3,477,855 original principal amount of General Obligation Sewer Revenue Bonds of 1996B, dated December 21, 1996; (iii) $1,120,000 original principal amount of General Obligation Crossover Refunding Bonds, Series 2009A, dated February 1, 2009, of which $510,000 is the Sewer Revenue Refunding Portion; and (iv) $1,420,000 original principal amount of the General Obligation Bonds, Series 2014B, dated October 1, 2014, of which $1,030,000 is the Sewer System Portion (the "Outstanding Bonds"); and the net revenues of the System are pledged along with the net revenues of the City's municipal water system to the City's outstanding $835,000 original principal amount General Obligation Utility Revenue Bonds, Series 2010A (the "Outstanding Utility Revenue Bonds"); and

B. WHEREAS, the City Council has heretofore determined and declared that it is necessary and expedient to issue $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A (the "Bonds" or individually, a "Bond"), pursuant to Minnesota Statutes, Chapter 475 and Section 444.075, to finance improvements to the sanitary sewer system (the "Project"); and

C. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Northland; and

D. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the Administrator, or designee, at the offices of Northland, at 11:00 a.m., this same day pursuant to the Official Notice of Sale established for the Bonds; and

E. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal. The proposal of _____ (the "Purchaser"), to purchase the Bonds, in accordance with the Notice of Sale established for the Bonds, at the rates of interest hereinafter set forth, and to pay therefor the sum of $_____, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The Administrator is directed to retain the deposit of the Purchaser.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be dated July 15, 2016, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of $5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on December 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2018		2024	
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023		2029	

All dates are inclusive. As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bonds.

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of

complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(x) In the case of a partial prepayment of a Bond, the Holder may, in lieu of surrendering the Bonds for a Bond of a lesser denomination as provided in paragraph 5, make a notation of the reduction in principal amount on the panel provided on the Bond stating the amount so redeemed.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 11. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing December 1, 2016, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite maturity years as follows:

Maturity Year	Interest Rate	Maturity Year	Interest Rate
2018	%	2024	%
2019		2025	
2020		2026	
2021		2027	
2022		2028	
2023		2029	

5. Redemption. All Bonds maturing on December 1, 2025, and thereafter, shall be subject to redemption and prepayment at the option of the City on December 1, 2024, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the selection of the amounts and maturities of the Bonds to be prepaid shall be at the discretion of the City. If only part of the

Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Northland Trust Services, Inc., in Minneapolis, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
ISANTI COUNTY
CITY OF ISANTI
MINNESOTA CREDIT ENHANCEMENT PROGRAM

R-_____ $_____

GENERAL OBLIGATION SEWER REVENUE BOND, SERIES 2016A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
___%	December 1, 20__	July 15, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CITY OF ISANTI, ISANTI COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing December 1, 2016, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Northland Trust Services, Inc., in Minneapolis, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond.

Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on December 1, 2025, and thereafter, shall be subject to redemption and prepayment at the option of the City on December 1, 2024, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment; if redemption is in part, the selection of the amounts and maturities of the Bonds to be prepaid shall be at the discretion of the Issuer. If only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds at least thirty days prior to the date fixed for redemption.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of the Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of $2,605,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on June 21, 2016 (the "Resolution"), for the purpose of providing money to finance improvements to the municipal sanitary sewer system, within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Sewer Revenue Bonds, Series 2016A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of the municipal water and sanitary sewer system at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Bonds, adequate to pay all principal and interest when due on the Bonds; and that the Issuer will levy a direct, annual, irrepealable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts

sufficient to pay the principal and interest on the Bonds as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Isanti, Isanti County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its Clerk, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: NORTHLAND TRUST SERVICES, INC.

_____

Payable at: NORTHLAND TRUST SERVICES, INC.

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the resolution mentioned within.

Northland Trust Services, Inc.
Minneapolis, Minnesota.
as Bond Registrar

By _____
Authorized Signature

CITY OF ISANTI, ISANTI COUNTY, MINNESOTA

/s/ Facsimile
Mayor

/s/ Facsimile
Clerk

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship
and not as tenants in common
UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed: _____
Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account.)

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

DATE	AMOUNT	AUTHORIZED SIGNATURE OF HOLDER

8. Execution; Temporary Bonds. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Clerk and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and, by inserting as the date of registration in the space provided, the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of July 15, 2016. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Clerk is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of the Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on the Bond and for all other purposes whatsoever whether or not the Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Sewer Revenue Bonds, Series 2016A Fund" (the "Fund") to be administered and maintained by the Administrator as a bookkeeping account separate and apart from all other

funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account heretofore established by the City for the System shall continue to be maintained in the manner heretofore provided by the City. All moneys remaining after paying or providing for the items set forth in the resolution(s) establishing the Operation and Maintenance Account shall constitute or are referred to as "net revenues" until the Bonds and the Outstanding Bonds have been paid. There shall be maintained in the Fund the following separate accounts to which shall be credited and debited all income and disbursements of the System as hereinafter set forth. The Clerk of the City and all officials and employees concerned therewith shall establish and maintain financial records of the receipts and disbursements of the System in accordance with this resolution. In such records there shall be established accounts or accounts shall continue to be maintained as the case may be, of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, and less accrued interest. From the Construction Account there shall be paid all costs and expenses of the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Any balance remaining in the fund after completion of the costs shall be transferred to the Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the account sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Bonds; (ii) all accrued interest received upon delivery of the Bonds; (iii) any collections of all taxes which may hereafter be levied in the event the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Bonds are insufficient therefor; (iv) all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (v) all investment earnings on funds held in the Debt Service Account; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The moneys in the Debt Service Account shall be used solely to pay the principal of and interest on the Bonds or any other bonds hereafter issued and made payable from the Fund.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or $100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account or the Debt Service Account (or any other City account which will be used to pay

principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Excess System Net Revenues. Net revenues in excess of those required for the foregoing may be used for any proper purpose.

17. Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

18. Sufficiency of Net Revenues; Coverage Test. It is hereby found, determined and declared that the net revenues of the System are sufficient to pay, together with other sums pledged to the payment of the Outstanding Bonds, one hundred five percent of the principal of and interest on the Bonds and the Outstanding Bonds. It is hereby found, determined and declared that the net revenues of the System together the net revenues of the municipal water system are sufficient to pay, together with other sums pledged to the payment of the Outstanding Utility Revenue Bonds, one hundred five percent of the principal of and interest on the Outstanding Utility Revenue Bonds. The net revenues of the System are hereby pledged on a parity lien with the Outstanding Bonds and the Outstanding Utility Revenue Bonds to the payment of the of the Bonds, but solely to the extent required to meet, together with other pledged sums, the principal and interest requirements of the Bonds.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues of the System may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

19. Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Bonds. Nothing herein shall preclude the City from levying taxes for

the payment of the principal and interest on of the Bonds, as permitted by Minnesota Statutes, Section 115.46.

20. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall cease, to the extent permitted by law. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

21. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of

Reimbursement Expenditures not in excess of the lesser of $100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within thirty days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

22. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Clerk of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

23. State Credit Enhancement Program. The City hereby ratifies and confirms its covenants in the resolution duly adopted on May 17, 2016, obligating itself to notify the Commissioner of Management and Budget of the State of Minnesota of a potential default in payment of the Bonds and to use the provisions of Minnesota Statutes, Section 446A.086 to guarantee the payment of principal and interest on the Bonds. The Mayor and Clerk are hereby authorized and directed to enter into an agreement with the paying agent for the Bonds or any department of the State of Minnesota required by the provisions of Minnesota Statutes, Section 446A.086.

24. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

25. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Isanti County, together with such other information as the County Auditor shall require, and there shall be obtained from the County Auditor a certificate that the Bonds have been entered in the Bond Register.

26. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

27. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

28. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation

(1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of $5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing $5,000,000 or less of bonds, the City hereby finds, determines and declares that.

(a) the Bonds are issued by a governmental unit with general taxing powers;

(b) no Bond is a private activity bond;

(c) ninety-five percent or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and

(d) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed $5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

29. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

(a) the Bonds are issued after August 7, 1986;

(b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(c) the City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2016 will not exceed $10,000,000;

(e) not more than $10,000,000 of obligations issued by the City during this calendar year 2016 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Bonds does not exceed $10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

30. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Purchaser is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

31. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to the Bond Registrar on the closing date for further distribution as directed by the Purchaser.

32. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

33. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

STATE OF MINNESOTA
COUNTY OF ISANTI
CITY OF ISANTI

I, the undersigned, being the duly qualified and acting Clerk of the City of Isanti, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and the sale of $2,605,000 General Obligation Sewer Revenue Bonds, Series 2016A.

WITNESS my hand on June 21, 2016.

_____
City Clerk

EXHIBIT A

PROPOSALS

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: June 21, 2016

Subject: A Resolution Approving a Special Event Request from the North 65 Chamber of Commerce for Jubilee Days.

Background

The City received a special event application from the North 65 Chamber of Commerce for Jubilee Days. The event will consist of a parade to be held on Thursday, July 7th from 3:00 p.m. to 10:30 p.m. The parade will have approximately 200 entries (businesses, marching bands, flyover, food and miscellaneous vendors). Set-up for the parade will take place at the Isanti Middle School. Participants will travel along Oakwood St NW, cross Whiskey Rd NW and start down Main Street W.

The official parade start is at the intersection of 5th Ave and Main St W. A map showing the parade route has been included as part of their special event application for Council review. An estimated 5,000 people are anticipated to attend the parade. No parking signs will be posted along the parade route and Credit Union Dr NE. In terms of clean-up plans, volunteers and the City's Public Works staff have been requested. Food vendors will be located along the parade route. KBEK will be playing music and announcing at the corner of 1st Ave and Main St W. The group is requesting electric access at 30 West Main St.

On Saturday, July 9th from 7:00 a.m. to 4:00 p.m. will be the Kids Free Fun Day. There will be games, turtle races, outhouse races, fun run, and the kiddie parade. In addition, there will be a craft fair. The craft fair portion of the event will take place on both sides of Main Street between 1st Ave NW and 2nd Ave NW. There will be approximately 3000 in attendance this day.

Other events will take place along Main St W from 1st Ave NW to just west of the railroad tracks, so the street will be closed for the events. A stage and other activities are set to occur in this area. In addition, the City Hall parking lot, the grassy area just to the east of City Hall to the railroad right-of-way will also be used for this event. There will be no parking along Main Street W prior to the close of the street; and signs must be placed accordingly. Volunteers will help to clean the areas that were used for these events.

In addition, there would be a temporary closure of Main St W and 2nd Ave SW from the church driveway to Main Street W and 2nd Ave SW and Main St W and the 1st AveW and Main St W intersections for the Kiddie parade. The estimated closure time for these areas is about a half an hour. Clean-up of the area will be completed by volunteers.

The applicant is also requesting to place some temporary signage for the event, one of which would be located on City property (401 1st Ave NW); the northwest corner of County Road 5 NW and 1st Ave NW. Temporary folding signs will be placed for games and sponsors of the event. Crafters coming to the area for the craft show may also display signs for the event. Signs located on City property require approval by the City Council. The remaining signs will be displayed on private property. Permission from the property owner is required. The signs will be removed after the event has ended. For a temporary sign, a $50 application fee is required. The applicant would be requesting that the application fee for this community event be waived. The applicant has also noted that they would like to request use of the community sign; a separate application is required.

Some small tents, moonwalk equipment, and pony ride areas will also be provided throughout this area during the event.

The applicant will be contracting with Absolute Portables to provide the necessary portable restroom facilities for the event. A list of locations for portable restrooms has been included with the application materials.

Assistance has been requested of the Isanti Police Department to provide security to the area the day of the event. The Isanti Fire District will be on notice that day; and called if or when necessary for assistance. There are no formal tickets sold for the event. The Chamber of Commerce does appreciate donations, but they are not required. The purpose of any money that is collected by donation is to help cover the expenses associated with the event.

The applicant has provided a list of requests from the City for Jubilee Days, which has been attached for Council review.

A copy of the application, details and departmental review has been attached for City Council review.

Staff Request

The North 65 Chamber of Commerce is going to need to coordinate the activities with the Isanti Police Department, Isanti Fire District, and Isanti Public Works.

The North 65 Chamber of Commerce will also need to work with staff to get the necessary paperwork and approval for a peddlers permit for the vendor fair.

On June 9, DOAC discussed the above special event permit. A breakdown of costs associated with Public Works services for the Jubilee Days events was provided as follows:

PW setting up/ clean-up for Jubilee/Parade Special Event and cost per fee schedule ($50/hr/person) of PW time:
2 people – 4 hrs – putting out and picking up no parking signs and cones = $400.00
2 people – 3 hrs – bringing and putting back picnic tables from parks = $300.00
3 people – 4 hrs – picking up after the parade with sweeper and backpack blowers = $600.00
Total cost is $1,300.00

These costs reflect only services which have been provided by Public Works consistently over the past several years of the event and do not reflect costs incurred through other departments in association with the event. The committee feels it is important to review these expenditures periodically.

Because of the expanded municipal parking area, the layout for activities for Kids Day will be different in 2016. The organizers have requested that the City of Isanti help with fencing of the retaining pond area between the parking lot and the railroad tracks east of City Hall.

DOAC recommends that City Council approve the Special Event Permit for Jubilee Days with the exception of Public Works assistance with the retaining pond fencing. The committee recommends that Council allow

temporary fencing to be supplied and installed by the organizers, and if they choose to do so, the City of Isanti will call in the necessary utility locates for the area.

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-
- Special Event Application
    - Department Head Sign/Comment Sheet
    - Special Event Permit Application
    - Requests for Assistance Information Sheet
    - Parade Route Map
    - Site Plan for Kids Free Fun Day
    - Site Plan for Craft Show Area
    - Draft letter to be provided to surrounding property owners
    - Release and Indemnification Agreement
    - Certificate of Liability Insurance
    - List of Portable Restroom Locations

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT REQUEST FROM THE NORTH 65 CHAMBER OF COMMERCE FOR JUBILEE DAYS

WHEREAS, the North 65 Chamber of Commerce will be holding the Jubilee Days event July 7 and July 9, 2016; and

WHEREAS, the North 65 Chamber of Commerce is requesting City assistance and services that will assist their organization to hold the event; and

WHEREAS, the North 65 Chamber of Commerce submitted an application for the placement of a temporary sign(s) on City Property to promote the Jubilee Days events and has requested a waiver from the temporary sign application permit fee; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve that the City provide assistance in the areas as provided below to the North 65 Chamber of Commerce for the Jubilee Days event, to be held July 7 and July 9, 2016:

July 7, 2016:

1. Delivery of the big stage to 1st and Main by early morning
2. Police traffic control for attached parade route
3. Orange cones for street closures, marking vendor areas and parade entry line up
4. No parking signs installed along parade route and line up
5. No parking signs installed on the west side of 5th Ave (marching band line up)
6. Power at 30 West Main
7. Use of land from SE corner of Mattson Park going north and west 50' by 30' deep for placement of food vendors
8. Use of vacated right of way at 2nd Ave SW and Elizabeth

July 9, 2016:

1. Street closure of Main Street from 1st Avenue to driveway entrance west of railroad tracks from 6:00am to 4:30pm
2. Street closure of Main Street from 2nd Avenue to 1st Avenue from 6:00am to 4:30pm
3. Temporary Main St. closure 2nd Ave from church driveway to Main St. and temporary closure of the 2nd Ave and Main St and the 1st Ave and Main St intersections for the Kidding Parade (approximately ½ hour)
4. Use of City Hall and Isanti Community Center parking lot for food vendors
5. Use of City property east of City Hall to railroad right of way for Kids Day
6. Use of City picnic tables and delivery of tables to City Hall by public works and return of picnic tables by public works
7. Placement of temporary signs on the corner of Heritage Blvd and 1st Ave
8. Waiver of temporary sign fees

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that the requested Special Event Permit hereby be approved with the following condition(s):

1. Coordinate the activities that are needed with the Isanti Police Department, Isanti Fire District, and Isanti Public Works.

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

This Resolution hereby approved by the Isanti City Council this 21st day of June, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: May 31, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): North 65 Chamber of Commerce

Contact Person: Melissa Bettendorf

Address: 2 Enterprise Avenue NE, Suite C4

City: Isanti State: MN Zip: 55040

Phone: 763 - 689 - 2505 Fax: 763 - 552 - 2505 Cell: 612 - 669 - 4129

E-mail: melissa@north65chamber.com

Secondary Contact Person: Dave Englund

Address: C/O North 65 Chamber - 2 Enterprise Ave NE, Suite C4

City: Isanti State: MN Zip: 55040

Phone: ___ - ___ - ___ Fax: ___ - ___ - ___ Cell: 763 - 300 - 9368 E-mail: denglund@isanti.net

EVENT INFORMATION

Date(s) of Event: July 7, 2016 and July 9, 2016

Hours of Event: 3:00 - 10:30pm and 7:00am to 4:00pm

Type of Event: Parade and Kids Day

If additional space is needed, use blank page at the end of this document:

Description of the Event:

A parade with approximately 200 entries on July 7.

Kids Day - Free to the public kids games, turtle races, outhouse races, kiddie parade, craft fair and fun run on July 9

MCD 5/31/16 ckw 3:45pm

List of Activities: July 7 - Parade - Business and organization entries, marching bands, flyover, vendors selling food and carnival items. July 9 - Kids Day - Kids games, pony rides, moonwalks, turtle races, run/walk, outhouse races, kiddie parade, food and music vendors, craft fair

Proposed Location of the Event (be specific): July 7 - Parade - See attached parade route
July 9 - Kids Day - Main Street from 2nd Ave E to 1st Ave. Main St from 1st Ave to just west of the RR tracks, city hall/ICC parking and area adjacent east to RR right of way, community center land and bldg

Estimated Number of People in Attendance (includes staff, participants, and spectators): July 7 - 5000, July 9 - 3000

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

X — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

X — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail: July 7 - No parking signs posted along parade route and on Main St from 65 to Credit Union Dr and on the east side of Credit Union Dr from Main to CR 5 (Heritage Blvd). July 9 - No parking signs along Main St prior to closing of street.

X — Special Signage (Temporary Sign Permit Application will also be required) – Describe:
Corner of Heritage Blvd and 1st Avenue NW - waiver of fees requested. Temporary banner for walk/run, folding signs for games/sponsors, crafters signs, outhouse race signs. Community sign use is requested (via sep. app)

N/A — Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

X — Vendors will be present at the event (Attach information to the Application)

X — Tents, equipment, amusement rides, etc.
Size: 10 x 10 pop up tents, 10 x 20 tents, food vendor trailers
Location: grassy areas along parade route and in City Hall/ICC parking

X — Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:
On notice

N/A — Fireworks

X — Street Closure – if yes, what streets:
July 7 - Please see parade route. On July 9 2nd at Main closed 11-11:15 for Kiddie Parade and 6:00am - 4:30p Main St from 2nd Ave E to 1st Ave, Main St from 1st Ave to west of RR tracks

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

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

X — Clean-up Plans – Describe in detail:
July 7 - Volunteers and Public Works July 9 - Volunteers

X Live entertainment – Describe in detail: KBEK 95.5 FM will be playing music/announcing at Main St and 1st, River City Cloggers will perform at 2nd and Main on July 7

X Will any other public addressing system or sound amplification be used? If so, describe: July 7 - MC and Parade Judges and KBEK will be using sound amplification and mic, July 9 Stage and activities on Main Street

X Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

X If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected? 1) No 2) Required no, Appreciated yes 3) Cover event expenses

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

APPLICANT SIGNATURE

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

Applicant Signature: Melissa Bettendorf

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

July 7 and 9 - Isanti Rodeo Jubilee Days Parade and Kids Day

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

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

(Special Events Holder Initials Here) MB

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

Participant Release and Indemnification required? YES ____ NO X

(Special Events Holder Initials Here) MB

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

(Special Events Holder Initials Here) MB

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) MB

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

(Special Event Holder Initials Here) MB

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

(Special Event Holder Initials Here) MB

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

(Special Event Holder Initials Here) MB

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

(Special Event Holder Initials Here) MB

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

(Special Event Holder Initials Here) MB

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

North 65 Chamber of Commerce

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

Name Melissa Bettendorf

Title Operations Director

Signature Melissa Bettendorf

Date May 31 2016

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

Fire Chief
X Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
X Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Public Services Director
X Approved _____ Denied _____ N/A Signature: Jim Wood

Community Events & Parks Coordinator
X Approved _____ Denied _____ N/A Signature: Katie Everett

Community Development Director
X Approved _____ Denied _____ N/A Signature: Roxanne M Lee

City Administrator/City Clerk
X Approved _____ Denied _____ N/A Signature: DS

City Council
_____ Approved _____ Denied

Date of Review: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/9/2016

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

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

PRODUCER
Peoples State Agency
116 1st Ave E
Cambridge MN 55008

Phone: 763-689-3100 Fax: 763-689-3108

CONTACT NAME: Doug Streed
PHONE (A/C, No, Ext): 763 689-3100
FAX (A/C, No): 763 689-3108
E-MAIL ADDRESS: dougstreed@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Owners Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
North 65 Chamber of Commerce Inc
2 Enterprise Ave NE, Suite C4
Isanti MN 55040

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			08513222-15	07/15/2015	07/15/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			08124026	05/09/2016	05/09/2017	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Isanti
110 First Avenue NW, PO Box 428
Isanti, MN. 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NORTH 65 CHAMBER OF COMMERCE

The North 65 Chamber of Commerce respectfully requests the following for Jubilee Days July 7 and 9, 2016:

July 7, 2016

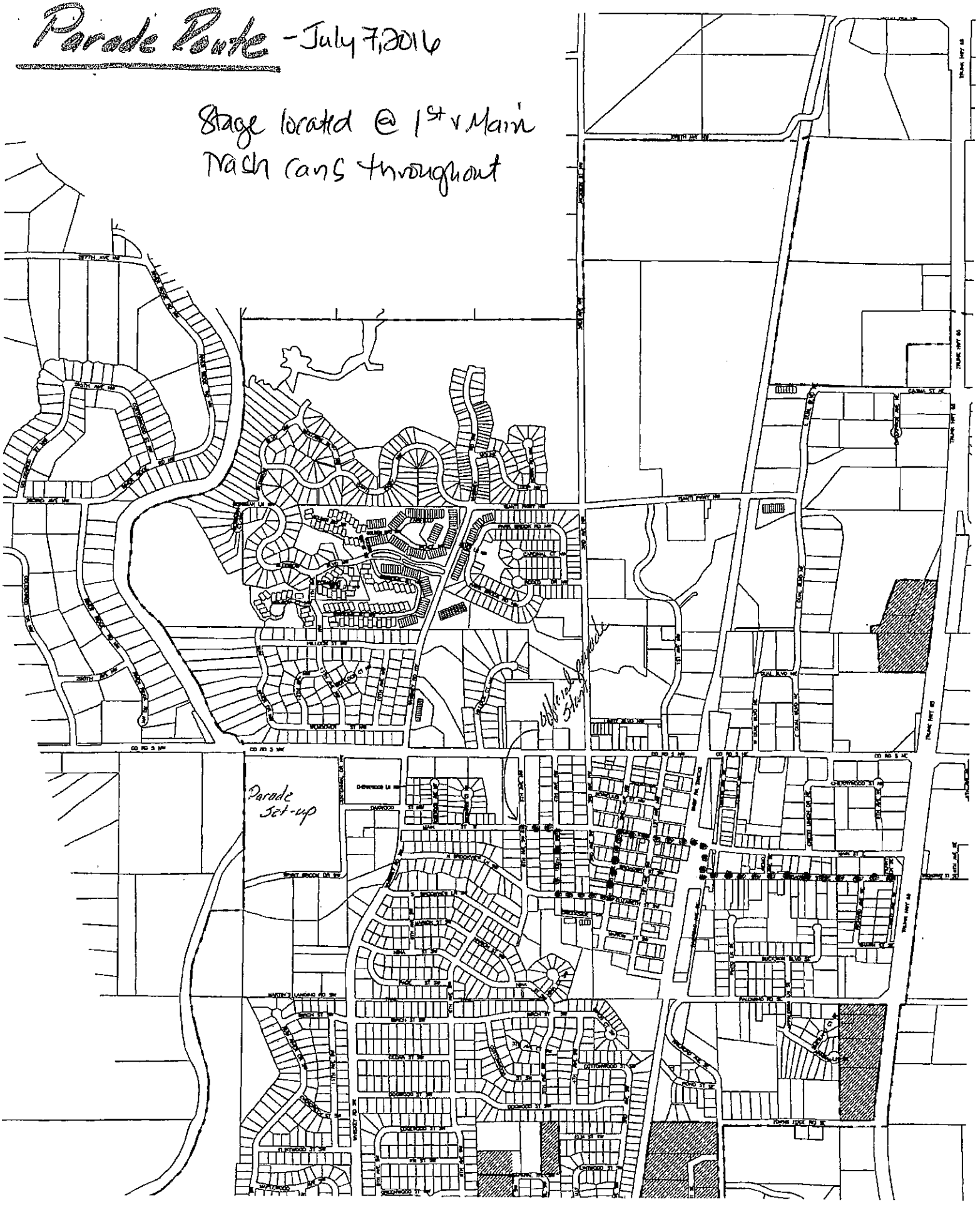
- Delivery of the big stage to 1st and Main by early morning,
- Police traffic control for attached parade route
- Orange cones for street closures, marking vendor areas and parade entry line up
- No parking signs installed along parade route and line up
- No parking signs installed on the west side of 5th Ave (marching band line up)
- Power at 30 West Main
- Use of land from SE corner of Mattson Park going north and west 50' by 30' deep for placement of food vendors
- Use of vacated right of way at 2nd Ave SW and Elizabeth

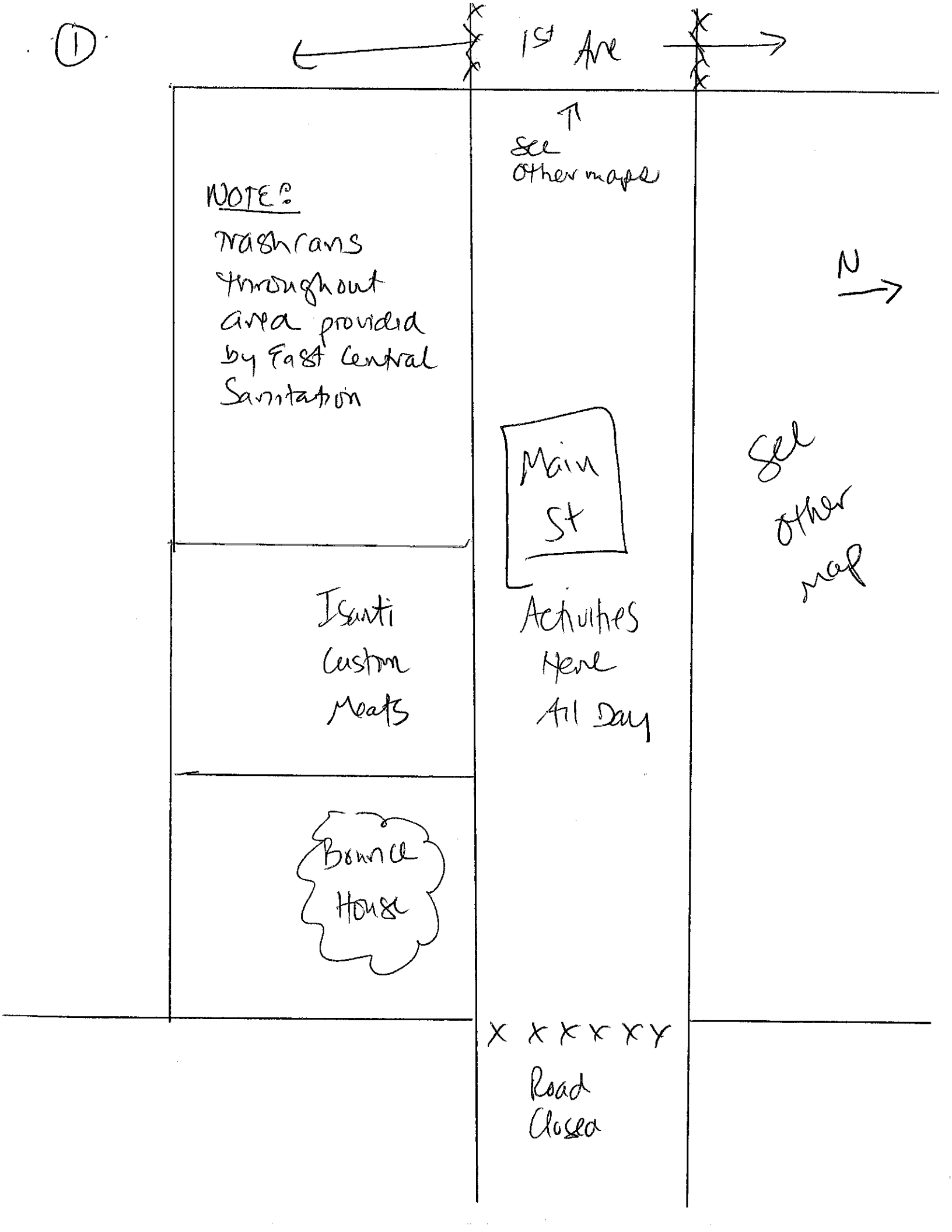
July 9, 2016

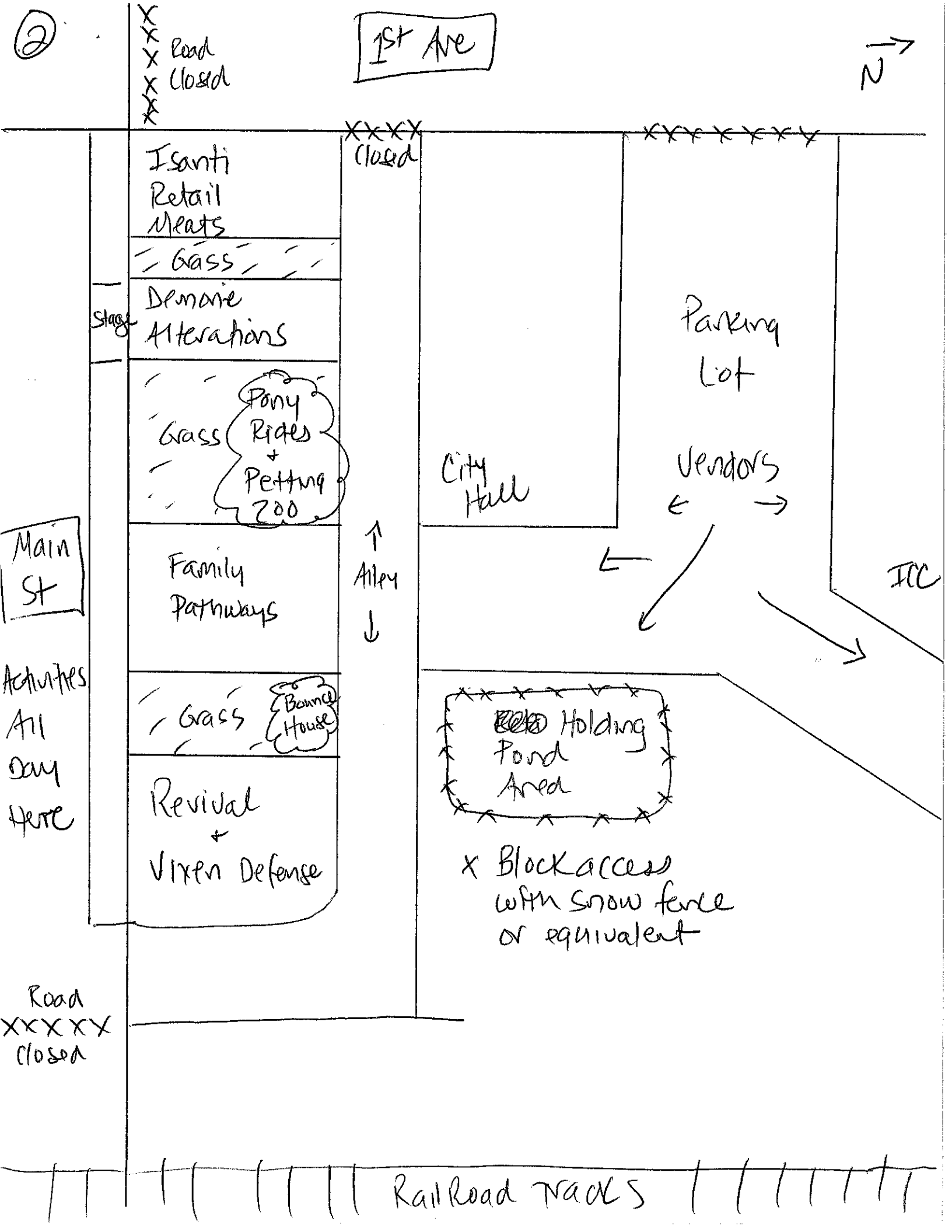
- Street closure of Main Street from 1st Avenue to driveway entrance west of railroad tracks from 6:00am to 4:30pm
- Street closure of Main Street from 2nd Avenue to 1st Avenue from 6:00am to 4:30pm
- Temporary Main St. closure of 2nd Ave from church driveway to Main St. and temporary closures of the 2nd Ave and Main St and the 1st Ave and Main St. intersections for the Kiddie Parade (approximately ½ hour)
- Use of City Hall and Isanti Community Center parking lot for food vendors
- Use of City property east of City Hall to railroad right of way for Kids Day
- Use of City picnic tables and delivery of tables to City Hall by public works and return of picnic tables by public works
- Assistance fencing off the retaining pond adjacent to the city hall parking lot to prevent guests from falling in.
- Placement of temporary signs on the corner of Heritage Blvd and 1st Ave
- Waiver of temporary sign fees

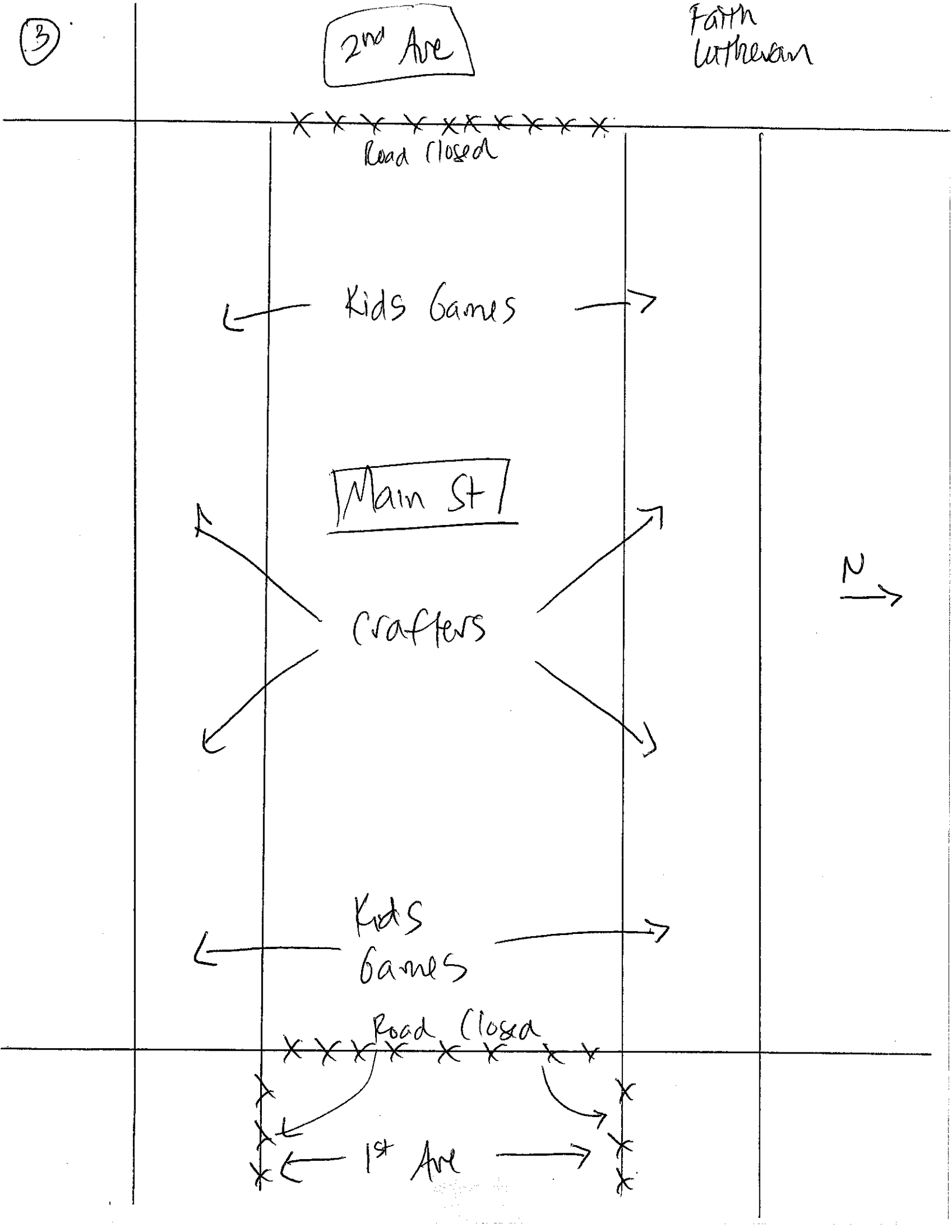
Parade Route - July 7, 2016

Stage located @ 1st & Main
Trash cans throughout




1
1st Ave
See other maps
NOTE:
Trashcans throughout area provided by East Central Sanitation
N
Main St
See other map
Isanti Custom Meats
Activities Here All Day
Bonnie House
X X X X X X
Road Closed


2
Road Closed
1st Ave
N
Closed
Isanti Retail Meats
Grass
Demarie Alterations
Stage
Grass
Pony Rides + Petting Zoo
City Hall
Parking Lot
Vendors
Main St
Family Pathways
Alley
ICC
Activities All Day Here
Grass
Bounce House
Holding Pond Area
Revival + Vixen Defense
x Block access with snow fence or equivalent
Road Closed
Railroad Tracks


3
2nd Ave
Faith Lutheran
Road Closed
Kids Games
Main St
Crafters
N
Kids Games
Road Closed
1st Ave

Isanti Rodeo Jubilee Days
Portable Restroom Locations

July 7, 2016
Middle School East Parking Lot
Old Waste Water Plant
St. Elizabeth's Church
Mattson Park – 1 Regular, 1 Handicap Accessible
Faith Lutheran Parking Lot - 1 Regular, 1 Handicap Accessible
2nd and Main
1st and Main
City Hall Parking Lot South Side- 1 Regular, 1 Handicap Accessible
City Hall Parking Lot East Side
SE Corner of RR Tracks at Main St.
Strike Funeral Home - 1 Regular, 1 Handicap Accessible
End of Parade Route – 3

July 9, 2016
Faith Lutheran Parking Lot - 1 Regular, 1 Handicap Accessible
2nd and Main
1st and Main
City Hall Parking Lot South Side- 1 Regular, 1 Handicap Accessible
City Hall Parking Lot East Side

NORTH 65
CHAMBER
OF COMMERCE

2 Enterprise Avenue NE, Suite C4, Isanti, MN
www.north65chamber.com

To Whom It May Concern:

The 2016 Isanti Rodeo Jubilee Days will be July 7 through July 10, 2016.

This letter is to inform you, the business owner and/or resident, of the City of Isanti use of public streets and/or land for the events of Jubilee Days as follows:

Thursday, July 7, 2016
Parade beginning at Main Street and 5th Avenue, traveling east along Main Street, then south on 4th Ave, east on Elizabeth, North on 2nd Ave, east on Main Street, south on Railroad Ave, east on Broadway ending at Strike Funeral Home. Parade begins at 6:30pm.

Saturday, July 9, 2016
Main Street from 2nd Ave east to 1st Ave will be closed from 6:00am until 4:30pm. A craft fair will be held at this location from 9am to 3pm. Main Street from 1st Ave to just west of the railroad tracks will be closed from 6:00am until 4:30pm. Numerous activities will be held such as a run /walk, presentations, turtle races, kid's games, outhouse races.

There will be no parking available in the City Hall parking lot from 7am until 4pm. The City Hall/Community Center parking lot and the area east of City Hall to the tracks, north to the Community Center and south including the alley will be utilized for kids games, food and misc. vendors, exhibits by the Fire and Police Departments, wellness screening, etc.

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Wednesday, June 01, 2016 10:43 AM
To: Isanti Parks
Subject: RE: Urgent Special Event

Hi Katie,

The Isanti Fire District reviewed and accepts the special event permit application for the 2016 Jubilee Days as submitted. Al Jankovich | Isanti Fire District

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

ISANTI FIRE DISTRICT

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Wednesday, June 1, 2016 10:31 AM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Urgent Special Event

Hello,

I have received the special event permit for Jubilee Days (Parade and Kids Day). Please review it by noon on Thursday (6/1/16) so that it can be included on the June 7th Council Agenda. For the most part, the event is similar to previous years, but the layout of Kid's Day is different with the parking addition at City Hall. I know that you have both been included in the planning process of these events, so I hope that what is included is what you already expect.

Please respond with your approval or comments.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Isanti Parks

From: Chief Gene Hill
Sent: Wednesday, June 01, 2016 10:32 AM
To: Isanti Parks
Subject: RE: Urgent Special Event

APPROVED - IPD

Respectfully,

Gene C. Hill
Chief of Police
Emergency Management Director
Isanti Police Department
PO Box 428
401 First Ave NW
Isanti, Mn. 55040
763.444.4761 Office
763.444.4868 Fax

From: Isanti Parks
Sent: Wednesday, June 01, 2016 10:30 AM
To: Chief Gene Hill; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org)
Subject: Urgent Special Event

Hello,

I have received the special event permit for Jubilee Days (Parade and Kids Day). Please review it by noon on Thursday (6/1/16) so that it can be included on the June 7th Council Agenda. For the most part, the event is similar to previous years, but the layout of Kid's Day is different with the parking addition at City Hall. I know that you have both been included in the planning process of these events, so I hope that what is included is what you already expect.

Please respond with your approval or comments.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

City of Isanti
Community Sign Application and Policy

There is no fee, but applicant must provide sign. Copies of approved or rejected applications will be returned to the applicant by mail or email within five (5) business days of receipt.

Name of Organization North 65 Chamber of Commerce

Contact Name Melissa Bettendorf

Mailing Address 2 Enterprise Avenue NE, Suite C4, Isanti, MN 55040

Contact Phone 763-689-2505 Email melissa@north65chamber.com

Date of Event July 7-10, 2016

Dates Requested for Sign June ~~20~~ 27 - July 11

***Signs are put up and removed on Mondays. The only exception is when a holiday falls on a Monday.**

Preferred sign location (circle all that apply):

1. Northwest Corner of Heritage Blvd and State Trunk Highway 65
2. T.B.D.

Sign size: 48" x 96"

Describe your event and benefit to the community in detail (attach additional sheets as needed):

see attached

I have read and agree to adhere to the provisions of the community sign policy. I understand that failure to follow these provisions may result in no further use of this free service.

Signature Melissa Bettendorf Date 6/9/2016

SUBMIT

For City Use

Application: X Approved ____ Not Approved

Notes: Sign to be installed June 27 - not June 20th

Signature Roxanne Ahles Date 6/13/2016

3.6.14 Final

rec'd 6/9/16 RW

City of Isanti
Community Sign Application

North 65 Chamber of Commerce
July 7-10, 2016 Isanti Rodeo Jubilee Days

Isanti's Rodeo Jubilee Days activities are sponsored a variety of organizations within the Isanti community including the Lions, Firefighters, Churches, VFW, many local businesses and the Chamber of Commerce. These events provide activities for families in our community, many of which are free. A copy of the brochure from last year's event details all of the activities. This year's brochure is in the proofing process right now and includes a nearly identical selection of activities.

The North 65 Chamber of Commerce coordinates these activities as part of its mission to promote business growth, provide resources and enhance partnerships to support a thriving community.

2015 Isanti Rodeo Jubilee Days

The Isanti Jubilee Days Committee is made up of interested citizens & civic groups who voluntarily serve to promote Isanti through its annual community celebration in conjunction with the Isanti Firefighter's Rodeo. The committee meets throughout the year & welcomes any new members and/or ideas.

The 2015 Jubilee Days Committee Includes:

Jubilee Days Chair: ***Dave Englund***
Rodeo Chair: ***Tom Pagel***
Isanti Ambassador Program: ***Kirsten Knutson***
Heritage Corral: ***Jan Peterson***
Parade: ***Brian Strike***
Family Fitness Run/Walk: ***Heidi Leitha***
Kids Activities: ***Sue Beckman***
Corn Feed/Turtle Races: ***Joe Mau***

SATURDAY, JUNE 27

5:30 p.m. **Ambassadors BBQ at Community Center**
Tickets $10. Join the Ambassadors and candidates and their sponsors for a BBQ cookout and brief program followed by a silent auction. Perfect opportunity to get to know the candidates and their sponsors. All proceeds benefit the scholarship program.

7-11 p.m. **Street Dance - Jonah and the Whales**
Downtown Isanti

SUNDAY, JUNE 28

11:30 a.m. Shuttle at Country Camping.

12 Noon **"Rum River Float"** leaving from Martins Landing. Rent or bring your own floating device & float down the river.
FREE root beer floats at the finish.
Sponsored by Country Camping.

THURSDAY, JULY 9

4:30 p.m. **Food Vendors** along parade route

5-6:15 p.m. **Entertainment by River City Cloggers**
Parking lot - 2nd Ave. & Main St.

Preceding Parade **Fly Over by T-6 Thunder**
Sponsored by Strike Funeral Homes

6:30 p.m. **Isanti Rodeo/Jubilee Days Parade**
Grand Marshal: Rotary Club of Cambridge Isanti
Handicap Parade Parking available at Faith Lutheran Church

4:30 p.m. until Parade **Live Music by "Angie Senger"** 1st & Main

4-10 p.m. **Pie & Ice Cream** at Faith Lutheran Church

8:30 p.m. **Wintergreens outdoor live music** "Ferris Brothers"
Patio/Games/Fire

9 p.m. **"Mouse DJ & Karaoke"** Isanti VFW

FRIDAY, JULY 10

10 a.m.-4 p.m. **Summer Celebration at Lake State Credit Union**
Vendors, Classic Cars, Games

11 a.m. **Summer Celebration at Lake State Credit Union**
Food Served

2:30-6:30 p.m. **Isanti Family Farmers Market at Eagle Park**
18 Broadway St. SW (Every Friday thru September)

5:30 p.m. **Goat Tying** preceding rodeo

6 p.m. **Mutton Bustin'** preceding rodeo

6:30 p.m. **Isanti Firefighters PRCA Rodeo Performance**
Followed by a dance at the rodeo grounds featuring:
"Maiden Dixie"

7 p.m. **Wintergreens outdoor live music**
"Ferris Brothers"
Patio/Games/Fire

9 p.m. **"Mississippi Queens"** Isanti VFW

SATURDAY, JULY 11

7:30 a.m. **Registration for Fitness Run/Walk**
Corner of 1st & Main
sponsored by Snap Fitness

8 a.m. **5 mile & 2 mile Fitness Run/Walk**
Corner of 1st & Main

9 a.m. **Isanti V.F.W. Horseshoe Tourney** - Backyard
(Registration at 8 a.m.)

9 a.m.-3 p.m. **Heritage Corral - Food Vendors - Arts & Crafts**
City Hall Parking lot & Community Center back yard

10 a.m.-3 p.m. **Blood Drive, Memorial Blood Centers**
ICC parking lot

10 a.m.-3 p.m. **Craft Fair** - Main St. between 1st & 2nd

10 a.m.-1 p.m. **FREE Kiddie Games (Prizes)** - Main Street
Sponsored by Cambridge-Isanti Hockey Charitable Gambling

10 a.m.-1 p.m. **FREE Face Painting** - Main Street
Sponsored by Cambridge-Isanti Hockey Charitable Gambling

10 a.m.-1 p.m. **FREE Obstacle Course Moonwalk** - Behind Family Pathways
Sponsored by Minnco Credit Union

10 a.m.-1 p.m. **FREE Pony Rides "Tommy's Zoo & Stables"**
Behind Family Pathways
sponsored by Bolton & Menk City Engineers & Isanti Rental

10 a.m.-1 p.m. **FREE Petting Zoo** - Next to Family Pathways
featuring a variety of live animals
sponsored by Isanti Rental

10 a.m.-1 p.m. **FREE Gameworld** - Sponsored by Access Church

10 a.m.-3 p.m. **Pie Social** - Faith Lutheran
Sponsored by Faith Lutheran

10:15 a.m. **Kiddie Parade Registration & Judging**
Faith Lutheran Parking lot
Adult must register all children.
No motorized vehicles. No large animals

11 a.m. **Isanti Lions Corn Feed** - Community Center

11 a.m. **Kiddie Parade** - Faith Lutheran
Awards given to best entries.
Sponsored by Isanti V.F.W. Auxiliary.

11:15 a.m. & 12:15 p.m. **ABC Theatre Production of "Pickled or Pickles"**
Eagle Park

11 a.m.-2 p.m. **Wellness Screening** - Community Center
FREE health screening.
Sponsored by Isanti Lions.

Noon **Sign up for Turtle Race** - Main Street

Noon **Royal Box Lunch Auction** - Main & 1st Avenue
2014 Isanti Ambassadors & 2015 Ambassador Candidates with Col. Lyle Bostrom, Auctioneer.

12:30 p.m. **Sign up for Outhouse Races**
Main & 1st Avenue

1 p.m. **Isanti V.F.W. Classic Horseshoe Tourney**
Registration at Noon (limited participation)

1 p.m. **Turtle Race** - *Sponsored by Isanti Lions*
Main Street ***No Blandings Turtles*** allowed to race.
No turtle sales allowed without DNR permit

1 p.m. **Family Bingo** at Isanti VFW

2 p.m. **26th Annual Outhouse Races**
Main St. & 1st Ave.

5:30 p.m. **Goat Tying** preceding rodeo

6:00 p.m. **Mutton Bustin'** preceding rodeo

6:30 p.m. **Isanti Firefighters PRCA Rodeo Performance**
Followed by dance featuring: ***"Killer Hayseeds"***

8 p.m. ***"Ferris Bros"*** **Hockey Assoc. Bingo at Wintergreens**

9 p.m. **"Bad Jack"** Isanti VFW

SUNDAY, JULY 12

4 p.m. **2015 Isanti Ambassador Coronation Ceremony**
Spirit River Community Center
Admission: $10.00. Children (under 12) $5.00
Dessert Reception immediately following

FOR MORE INFORMATION, CONTACT:

North 65 Chamber of Commerce 763-689-2505
Jubilee Chairperson Dave Englund 763-300-9368
Parade Chairperson Brian Strike 612-308-7089
Rodeo Chairperson Tom Pagel 612-961-8205

DON'T MISS A MINUTE OF THE RODEO:
Friday & Saturday 6:30 p.m.
Goat Tying 5:30 p.m.
Mutton Bustin' 6:00 p.m.

Rodeo Ticket Information
763-464-2508
HOTLINE!

Adult (Gate) ..... $14 Each
Advance ..... $12 Each

Child 12 & Under (Gate) ..... $8 Each
Advance ..... $6 Each

3& Under ..... FREE

Dances FREE with paid rodeo ticket.
Advance Sale Terminates July 11th
Tickets available online at
www.isantifiredistrict.org

Thanks to the following sponsors who helped make the Isanti Parade possible through their generous donations!

T-6 Thunder Fly-Over

Strike Funeral Homes

Gold Level Sponsors ($600+ donations)

Advanced Telemetry Systems
East Central Sanitation
Landmark Community Bank
Peoples Bank of Commerce

Silver Level Sponsors ($300 donation)

Cambridge Medical Center / Allina Home Health & Oxygen
Community Pride Bank
Fancy Dancin' Dance Studio
Federated Coops
Frandsen Bank & Trust
Isanti County Equipment
Isanti Subway
Leeb Underground, Inc.
NHH Building & Restoration

Bronze Level Sponsors ($175 donation)

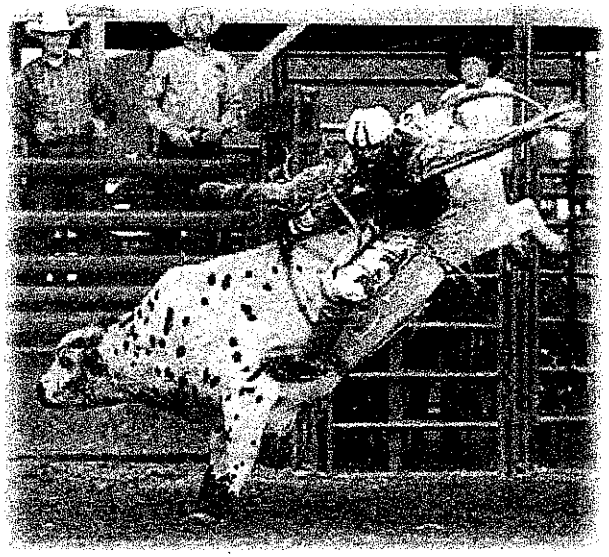
B's Homecare, Inc.
Cambridge Drift Dusters
Cambridge State Bank
Country Camping Tent & RV Park
County Commissioner Mike Warring
Dr. Fredeen Dental
Great Clips - Isanti
Isanti County Ag Society
Isanti Liquor Store
Knights of Columbus Council 10238
Lake State Federal Credit Union
Minnco Credit Union
Northland Landscape & Nursery
Representative Brian Johnson
Sanbrook Golf Course
Satellite Experts Cambridge
Therapy Associates
Viking Coca Cola Bottling
Willowbridge - Nada Electrolysis - The Green Table

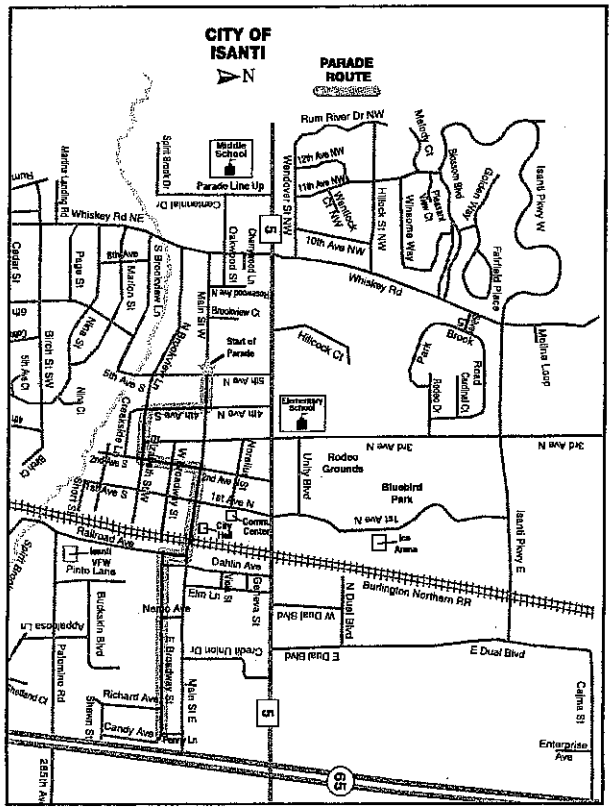
KIDS ENTERTAINMENT & GAMES SPONSORS

(Platinum Sponsor)
Cambridge Isanti Hockey Charitable Gambling
Isanti Rental **(Gold Sponsor)**
Isanti Redbirds **(Gold Sponsor)**
Access Church **(Gold Sponsor)**
Bolton & Menk **(Silver Sponsor)**
Grandy Lions **(Silver Sponsor)**
Minnco Credit Union **(Silver Sponsor)**
Cambridge Drift Dusters Snowmobile Club
Scotsman/Isanti County News
Riverside Market
Family Pathways
Isanti Subway

OTHER DONATIONS

Ken Carlson Roll-Offs
Sugar Maple Kids 4-H Club
East Central Sanitation





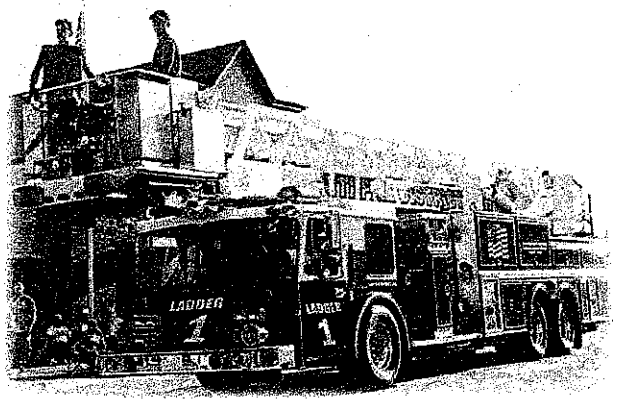
Start of Parade Route will be at 5th & Main St.

North 65 Chamber of Commerce & the Isanti Fire District Proudly Present the

2015 Rodeo Jubilee Days

July 9-12, 2015

SCHEDULE OF EVENTS



39th Annual Isanti Firefighter's PRCA Rodeo
For advance tickets & information call
763-464-2508
www.isantifiredistrict.org

NORTH 65 CHAMBER OF COMMERCE

www.north65chamber.com 763-689-2505

ISANTI RODEO Jubilee Days

☆ JULY 7-10 ☆

Thursday ☆ Parade

Friday & Saturday ☆ Firefighters Rodeo/Dance

Saturday ☆ Walk/Run ☆ Kids Free Fun Day
☆ Kiddie Parade ☆ Games ☆ Craft Fair
☆ Turtle Races ☆ Outhouse Races

Sunday ☆ Ambassador Coronation ☆ Rodeo

NORTH65CHAMBER.COM 763-689-2505

North 65 Chamber of Commerce
2 Enterprise Avenue NE, Suite C4
Isanti, MN 55040

June 15, 2016

Katie Everett
City of Isanti
110 First Avenue
Isanti, MN 55040

Dear Katie,

Below is the list to date of vendors for Isanti Rodeo Jubilee Days. We do expect last minute entries and changes to this list and will provide a final list the week of the events.

July 7 Parade Vendors
Brass Rail
Funtastic Kettle Corn
Isanti Retail Meats
JSP Concessions (Gourmet Fries & More)
K of C Council 10238 (St Elizabeths)
Matt Milner Sales
MOCS #99
Olimae's Enterprises LLC
The Parlor
Uncle Jerry's Treats
You Say Potato
Young Life - That Orange Thing
Yummy Food

July 9 Kids Day Vendors
Access Church
Brass Rail
Brews Brothers II
Butterfly Memories
Cambridge Isanti Youth Hockey
Funtastic Kettle Corn
Health Directed Riding
Isanti Cub Scouts Pack 523
Isanti Retail Meats
JSP Concessions (Gourmet Fries & More)
Matt and Carol Ruder
MOCS #99

Olimae's Enterprises LLC
Paparazzi
The Parlor
Therapeutic Services Agency
Uncle Jerry's Treats
Young Life - That Orange Thing

If you have any questions or need further information, please contact me at melissa@north65chamber.com or by phone directly at 612-669-4129 (cell) or office 763-689-2505.

Thank you,

Melissa Bettendorf
Operations Director
North 65 Chamber of Commerce

June 9, 2016

To North 65 Chamber of Commerce,

This letter is to authorize the use of the parking lot and grass lot located at 121 W. Main Street during the Isanti Rodeo Jubilee Days Parade on July 7, 2016.

Printed name: Brett D. Kelly

Signed:

Title: Owner, SK Properties

June 9, 2016

To North 65 Chamber of Commerce,

This letter is to authorize the use of the area located adjacent to the Family Pathways building on Main Street during the Isanti Rodeo Jubilee Days Parade on July 7, 2016 and during Kids Day on July 9, 2016.

Printed name: Kristen Nixon

Title: Isanti Family Pathways Store Manager

Signed:

K.3.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: June 21, 2016

Subject: Isanti Community Center Rental Application

Background:
The rental application for the Isanti Community Center was found by city staff to be confusing to members of the public interested in reserving the facility. A few changes have been made to clarify how the facility operates and the renters' responsibilities. The application now clearly states that the facility is not staffed and renters are responsible for picking up a key at City Hall during business hours (on days designated by staff). Staff have also seen an increase in interest for paid cleaning services after events, so the checkout sheet has been updated to reflect renter responsibilities whether they pay for custodian services or elect to clean the facility on their own. All fees remain the same.

In addition to this update, a confirmation letter has been drafted as another reminder of the Community Center rental policies. This letter will also serve as the formal document for proof of reservation.

All updated documents are attached for council review.

Staff Request:
Staff is requesting council review and approve the updated Isanti Community Center rental information.

Attachments:
- Resolution 2016-XXX
- Community Center Rental Information (application and checkout form)
- Reservation Confirmation Letter

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING UPDATES TO ISANTI COMMUNITY CENTER RENTAL INFORMATION

WHEREAS, there exists a "Rental Information for the Isanti Community Center" document which is given to all renters; and,

WHEREAS, city staff have received several common questions regarding renting the facility; and,

WHEREAS, city staff have updated the application materials to clarify rental policies and renter responsibilities; and,

WHEREAS, a reservation confirmation letter has been drafted and will be sent for all rentals;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the updated Isanti Community Center rental information.

Adopted by the Isanti City Council this 21st day of June, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.
Isanti

City of Isanti
110 1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: (763) 444-5512
Fax: (763) 444-5560
www.cityofisanti.us

Rental Information for the Isanti Community Center

**Please Note:

1. Requests are filled on a first come, first serve basis.
2. All checks shall be made payable to the City of Isanti.
3. Renters may access the building starting at 8:00 a.m. All evening events must end by 12:00 a.m. (midnight) as the facility must be vacated by 1:00 a.m.
4. The Isanti Community Center is not staffed – a key must be picked up at City Hall between 8:00 a.m.-4:30 p.m. on days designated by the Community Events and Parks Coordinator.
5. Key must be returned within 48 hours after rental.

Rental Fee Information:

To reserve your date, payment of the rental fee is required at the time of application.

1. Special Event $275.00, plus tax
   (Includes use of the kitchen. Dishes and utensils not provided. With or without alcohol. Greater than 50 individuals in attendance.)

2. Private (less than 50 individuals) or For-Profit Organizations
   $100.00, plus tax (full day)
   $ 50.00, plus tax (4 hours or less)

3. Non-Profit Organizations (less than 50 individuals)
   $50.00, plus tax* (full day)
   $25.00, plus tax* (4 hours or less)
   **unless exempt*

4. Monthly rental rates for sponsored organizations and other youth groups are available. Please contact the Community Events and Parks Coordinator to schedule a meeting to see if a monthly option is right for you.

Damage Deposit

A damage deposit of $250.00 is required for holding for all rentals and is due at the time of application. Your damage deposit will be refunded after the event upon returning the key to the facility, returning the completed checkout form, and the City has completed a final inspection of the facility.

Damage fees will be charged as follows:

Cleaning	$ 35 per hour (minimum), plus tax
Tables	$100 each, plus tax
Chairs	$ 20 each, plus tax
Unreturned keys	$250, plus tax
Other Items	To be determined based on replacement cost, plus tax.

Equipment Available to Rent (larger deposit may be required)

LCD Home Theater Projector on cart	$50, plus tax
9' Portable Screen	$20, plus tax
Blu Ray DVD Player	$15, plus tax
Speakers (includes tripod stands if requested)	$15, plus tax
Podium	$10, plus tax

Additional Terms

Events with Alcohol:

- Alcohol is prohibited on the premises unless specifically approved by the facility Community Events and Parks Coordinator as part of the Rental Agreement.
- If alcohol is approved by the Community Events and Parks Coordinator to be served at the Event, it shall not be sold unless sold by a licensed caterer or provider with a valid liquor license and proof of required insurance coverage naming the City as an additional insured (see Liability Insurance section).
- All beverages served must be from a non-glass container.
- Security is required at Special Events serving alcohol. Obtaining and payment for security is the renter's responsibility. Proof of security for special event must be given to Community Events and Parks Coordinator at least 30 days prior to event.
- If alcohol is permitted, service must end one hour prior to the end of the event.
- If alcohol is served, the Renter must have adequate procedures in place to ensure that no one under the age of 21 is served alcohol and to ensure no one is served alcohol in an amount to cause intoxication.
- If the Renter is found to have violated the alcohol policy as stated above or had not received prior approval for alcohol at the Event, the City shall immediately terminate the Event and declare the Renter in breach of the Rental Agreement.

Certificate of Liability Insurance:

- A Certificate of Liability insurance is required for all Special Events Rentals. The City, in its discretion may require Full Day Rentals to provide a Certificate of Liability Insurance meeting the requirements below.
- $1,000,000 minimum coverage per occurrence and $300,000 per claimant.
- Your Certificate of Liability insurance copy is to be received by the Community Events and Parks Coordinator at least 30 days prior to the event.
- The City shall be named as an additional insured on the Certificate.
- The insurance policy must be issued by an insurance company licensed to do business in the state of Minnesota.
- Insurance shall cover liability for injury, death and property damage, including coverage for alcohol-related claims.

Cleaning: This category, and others below, should probably have bullets to match the rest ☺

- Renters have the option of cleaning the facility themselves after the event or hiring assistance for the cleaning for a fee. Prior arrangements for hired cleaning to be completed on their behalf must be made thirty (30) days prior to the event and approved by the Community Events and Parks Coordinator. **The cleaning fee of $125.00, plus tax shall be paid directly to the City of Isanti. Renters are still responsible for removing all personal belongings, decorations, and trash from the premises – a complete list of responsibilities can be found at the end of this packet. The cleaning fee provides 2 hours of custodian services; each additional hour of cleaning will be billed to the renter at $35/hr.** Confetti, paper shredding machines, fog machines, bubble machines and rice are not permitted in the facility. A portion of your damage deposit will be withheld if additional cleaning services are required due to the usage of the above stated items at a rate of $35.00 per hour.
- Tables and chairs must be returned to their location as part of Rental cleanup. The Renter is responsible for leaving the facility in as good or better condition than found (see ICC check out form).
- It is suggested that you do not serve liquids that may stain easily (i.e. red koolaid) and that you use table clothes to prevent staining of the tables.

Smoking.

- Smoking is prohibited inside the Community Center at all times.
- Smoking is permitted outdoors of the facility in designated posted areas only. Smoking in non-designated areas or indoors will result in a $200 damage fee.

Parking.

- No parking is allowed in front of surrounding residential houses or areas which would prohibit local residents from accessing their property.
- Additional public parking can be found in the City Hall parking lot.

Refund Policy.

- Cancellation of your event prior to 14 days before your scheduled event will result in a full refund. Cancellation of your event within 14 days of your scheduled event date will result in no refund of your rental fee. Security deposit will be refunded. If the City cancels an Event, the Renter may be entitled to a full refund of any fees paid unless the Renter was in breach of the rental agreement.

Facility Capacity/Tables/Chairs.

- The facility has a maximum capacity of 215 people. Tables and chairs (for inside use only) are available at no extra cost. There are 30 – 6' rectangle tables in the walk-in closet in the main hall near the drinking fountain. There are 50 non-folding chairs and 160 folding chairs.

Key Pick-up and Return.

- The key to get into the Community Center must be checked-out and picked-up from City Hall during business hours between 8:00 a.m. – 4:30 p.m. on the dates designated from the Community Events & Parks Coordinator. The key will not be checked-out on Saturday or Sundays. If you do not pick-up the key during business hours on the designated days leading up to your reservation, your

reservation will be determined cancelled by you, the Renter, and no rental refund will be issued.

- The key must be returned to City Hall during business hours between 8:00 a.m. – 4:30 p.m. within 48 hours of the rental.

Address for Isanti Community Center.

The physical address for the ICC is: 208 ½ First Ave NW, Isanti MN 55040

Directions from intersection of Isanti County Road 5 and Hwy 65: Travel West on County Road 5 (Heritage Blvd) for approximately 1/2 mile until you reach First Avenue NW (Isanti Police Station and Historic Downtown Sign on the Northwest corner). Turn left (South) and look for Community Center sign on your left (about 500 feet) and turn left just after the Community Center sign.

A Community For Generations.
Isanti

City of Isanti
110 1st Avenue NW
PO Box 428
Isanti, MN 55040
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Community Center Rental Application Form

Date of Application: _____ **Date of Event:** _____

Time of Event: _____

Applicant Name: _____

Phone Number: _____

E-mail Address: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Type of Event: _____

Alcoholic Beverages Present: _____**Yes** _____**No** **# in Attendance** _____

LIBILITY REQUIREMENT

I understand that I may have to provide proof of liability insurance in the amount noted within the Rental Information for the Isanti Community Center 30 days prior to my Rental. I hereby personally agree to indemnify and hold harmless the City of Isanti, its employees and agents, for any liability whatsoever, whether to myself, or other persons or entities, resulting from consumption by any person of alcoholic beverages at the event or function I have requested to be scheduled at the Isanti Community Center.

In addition, if said event or function is sponsored by any organization, I hereby represent that I have the authority to act on behalf of the organization, and I hereby agree, on behalf of the organization named in the Reservation/Application, that said organization will indemnify and hold harmless the City of Isanti, it's employees or agents, from any liability whatsoever, whether to said organization or other persons or entities, resulting from consumption of alcoholic beverages at said event or function.

CLEANING/DAMAGE DEPOSIT

The damage deposit of **$250.00** is due at the date of application.

RENTAL FEES

To reserve your date, the rental fee is due upon approval of the application.

NO GUARANTY OF AVAILABILITY

I understand that even though I have reserved the Community Center for the date and time specified in this application, it is possible that the Community Center may be unavailable for my use on that date if any major component necessary for the comfortable or safe accommodation of those intending to use the facility should fail or become non-functional prior to the date and time of my planned event. Therefore the City of Isanti cannot and does not guarantee the availability of the facility for my event. In the event of a component failure the rental and deposit fees will be returned to the renter.

Component failures that could cause cancellation of my event include but are not necessarily limited to the heating, ventilation, air conditioning or fire sprinkler systems and major kitchen appliances and equipment.

I, as applicant, assume all risk that my event may have to be cancelled with or without prior notice in case of any such component failure which in the sole judgment of the City of Isanti makes it unsafe, impractical or economically non-feasible to accommodate my event as scheduled. I hereby waive any potential claim of liability against the City of Isanti resulting from any such cancellation and further hereby agree to hold the City of Isanti, its employees, agents and officers harmless from any and all claims or liability for any damages resulting or allegedly resulting to any person or entity as a consequence of the cancellation of my planned event due to the failure or non-functioning of any such component.

SECURITY REGULATIONS

I hereby confirm that I have read and will abide to the Regulations and Terms as provided on the Rental Agreement sheet.

_____ _____

Applicant Signature **Name of Organization/Group**

_____

Date

Please Make Checks Payable To: City of Isanti

Mail To: **City of Isanti**
Attn: Community Events and Parks Coordinator
PO Box 428
Isanti, MN 55040

For Office Use Only:

Rental Fee:

Rental (7/702) _____

Tax (7/701) _____

Total _____

Check No. _____

Date Received _____

Damage Deposit:

Amount _____

Cash/Cashier's Check _____

Date Received _____

Certificate of Insurance:

Date Received _____

Checkout Form:

Date Received _____

Final Inspection Date _____

Authorize Return of Deposit _____

(Date & Initial) _____

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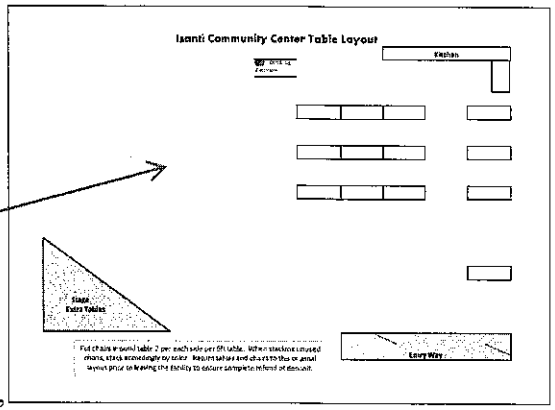
Isanti Community Center Checkout Form

Please check the following items after completing your clean-up. The amount of the damage deposit refund will be determined only after this form has been received, and an inspection by the City of Isanti has been performed. **If you have arranged to have the facility cleaned for you, you are still responsible for items without asterisks (*) below.**

Return this form to: City of Isanti
Attn: Community Events and Parks Coordinator
PO Box 428
Isanti, MN 55040



Checklist:

_____ Floor vacuumed*
_____ Kitchen floor and walkway mopped*
_____ Tables cleaned off and wiped down
_____ Chairs neatly stacked where found*
_____ Return tables to original location*
_____ Bathrooms cleaned and trash taken out*
_____ Empty trash containers into outside dumpsters
_____ Remove all tape and decorations from ceilings, walls, and tables

Kitchen Procedures:

_____ Clean and wash all counter tops, sinks, and stove
_____ Clean and wash off grill (if used)
_____ Empty all trash and garbage cans into dumpster outside

On Your Way Out:

_____ Turn off all lights
_____ Pick up trash in parking areas
_____ Check that all doors are locked

**If you have paid the fee to have the facility cleaned on your behalf, these items will be completed for you.*

Please report any damages (broken or bent tables, chairs, etc.)

_____
_____
_____
_____
_____
_____

Replacement charges for damaged and/or broken property will be as provided in the Rental Agreement for the Isanti Community Center. All other items will be billed to you at the replacement cost, should those items exceed the damage deposit amount provided.

If the Community Center key is not returned within forty-eight (48) hours following the event, a no key return charge of $250.00, plus tax will be deducted from the damage deposit or billed to you.

If additional cleaning is necessary, a minimum charge of $35.00 per hour, plus tax will be billed to you as well.

Thank you for helping us to take care of this building. We are pleased that the City of Isanti is able to make such a facility available to you for your event.

Additional comments for Community Events and Parks Coordinator:

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: June 21, 2016

Subject: Request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota.

Background

In November 2015 staff met with businesses with outdoor storage who have been operating without the required Conditional Use Permit. The businesses have been given until October 31, 2016 to bring their properties into compliance and apply for a conditional use permit.

Outdoor storage requires screening on all visible sides. Granger Machine has a storage container on the east side of their lot which requires screening. The attached site plan indicates the location of the storage container. The majority of the container is screened on the north by an accessory structure, and on the east and south by dense vegetation. Granger will be installing a 6-foot-high fence along the west side and the portion of the south side that is not screened by vegetation. The fence will be a tan Trex (composite) material or wood, both of which are permitted materials.

Staff Recommendation:

Staff recommends approval of the conditional use permit subject to the conditions for outdoor storage.

Comprehensive Plan

The Industrial Land Use category "provides for areas in the community for industrial related businesses including manufacturing, warehousing, automotive, trucking, office and other related industrial uses. This designation is primarily located on the north portion of the community between the railroad and Highway 65. These uses are not as compatible with residential as well as some commercial uses. In locations where the use may be located near residential and/or more sensitive commercial uses, screening and berming should be used to reduce its impact".

Zoning Ordinance Provisions

The "I-1" Industrial Park District is established, in an effort to expand upon employment opportunities within the community. The purpose of the Industrial Park District is to group industrial uses in locations that have adequate and convenient access to major streets, highways and the railroad line. While the City is predominately residential in character, industrial uses are an important part of the City's land use pattern. Regulations encourage the development of industrial uses that are compatible with surrounding and abutting land uses. In order to accomplish this compatibility, development within the district is intended for administrative, wholesaling, manufacturing, warehousing, office, and related uses which can maintain high standards of appearance, through building design, site design, and landscaping / screening, and not require a high level of public services. With proper control, these areas should be compatible with commercial or residential areas.

Conditional Use Permit Requirements

Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Outdoor Storage Requirements

A. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.

B. Outside storage area shall not be placed within required parking or loading areas, which are deemed necessary to meet code requirements.

C. Outside storage areas shall be located within the rear yard; however, outdoor storage may be located within the side yard, providing the side yard is not adjacent to or across the street from any residentially zoned property.

D. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

E. Cars, vans, and pickup trucks parked outside and used by employees and/or visitors in the normal course of business operation will not be construed as outdoor storage. Further, outside parked trucks and semitrailers used in conjunction with normal business activities will not be construed to be outdoor storage provided (a) the total number of trucks and semi-trailers does not exceed the number of docks and/or bay doors; (b) such vehicles are currently licensed by the State of Minnesota and are in the process of delivering or picking up goods or materials, and (c) such use is not construed as an operation listed as a conditional use in the industrial zone. All other vehicles and/or equipment associated with the business shall meet the fencing and screening requirements as stipulated within this ordinance.

Certification of Taxes Paid

Prior to approving an application for approval of a Conditional Use Permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Friday, June 3, 2016; that all taxes associated with the property were current.

Public Notice
Notice was published within the Isanti County News on June 1st, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment
To date, no public comment or questions had been received.

Planning Commission Recommendation:
Motion by Kennedy second by Lundeen to recommend approval of the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota based on the findings of fact and conclusions with the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Motion carried unanimously.

Deadline for City Council Action
The City of Isanti received a complete application for a Conditional Use Permit on April 25, 2016. Pursuant to Minnesota State Statute, the City must act on this request by June 24, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Conditional Use Permit Narrative
- Site Plan layout

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR GRANGER MACHINE, INC/CROSSLAKE SPECIALTIES LLC FOR OUTDOOR STORAGE THE PROPERTY LEGALLY DESCRIBED AS LOT 2, BLOCK 1, UNITY INDUSTRIAL PARK

WHEREAS, Crosslake Specialties LLC currently owns the property at 512 1st Ave NW, legally described as Lot 2, Block 1, Unity Industrial Park; and,

WHEREAS, the petitioner has requested a Conditional Use Permit (CUP) to allow for outdoor storage; and,

WHEREAS, the property is located within the "I-1" Industrial District, which requires a Conditional Use Permit (CUP) for outdoor storage; and,

WHEREAS, following publication, posted and mailed notice thereof, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on June 14th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on June 21st, 2016; and,

WHEREAS, the City Council of the City of Isanti has determined that the Conditional Use Permit meets the ordinance requirements necessary for granting approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit for Granger Machine Inc/Crosslake Specialties LLC and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit to be located on the property at 512 1st Ave NW, be hereby approved subject to the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Adopted by the Isanti City Council on this 21st day of June 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting approval of outdoor storage at the property located at 512 1st Ave NW.
2. The property is zoned "I-1" Industrial District.
3. A Conditional Use Permit is required for Outdoor Storage within the "I-1" Industrial District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on April 25th, 2016. Staff had reviewed such application and deemed such application complete on April 25th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by June 24th, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, June 14th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, June 1st, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.

Conclusions

1. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   The proposed use for the site would be consistent with the goals and objectives of the comprehensive plan and helps bring the site into compliance.
   B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   The proposed use is existing. Receiving a conditional use permit and providing screening brings the property into compliance.
   C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   The establishment of the conditional use does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community. The proposal follows the requirements further outlined in Section 13: Use Regulations for Outdoor Storage.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The conditional use for outdoor storage and a screening fence does not appear to diminish or impair surrounding property values. Much of the area surrounding this property is also zoned for similar uses.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The outdoor storage area will be entirely enclosed by a screening fence, vegetation and an accessory structure. There is no reason for the storage or fence to impede development.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Additional public facilities and services are not necessary for the proposed use.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on any approval to ensure that the property is developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

2. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access to the site is existing and had been approved at an earlier date.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Not applicable.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.

The outdoor storage area will be properly screened by a screening fence, vegetation and an accessory structure as required in Section 13 and Section 15 of this Ordinance.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
Not applicable.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Not applicable.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
The storage container is a neutral color that blends well with its surroundings. The fencing and vegetation will also help detract from the storage container.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
Not applicable.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
Not applicable.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull a fencing permit in order to install the fence.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
This permit and the screening of the storage container will bring the property into compliance.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

3. In review of the standards established in Section 13, Article 2 Non-Residential Use Regulations, Subdivision 16 Outdoor Storage; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
The storage container is placed on Class 5.

B. Outside storage area shall not be placed within required parking or loading areas, which are deemed necessary to meet code requirements.
The storage is placed outside of any parking or loading areas.

C. Outside storage areas shall be located within the rear yard; however, outdoor storage may be located within the side yard, providing the side yard is not adjacent to or across the street from any residentially zoned property.
The storage is in the rear yeard.

D. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

The storage will be screened on the north by an accessory structure, on the south and east by dense vegetation, and on the west and a portion of the south by a 6-foot fence.

E. Cars, vans, and pickup trucks parked outside and used by employees and/or visitors in the normal course of business operation will not be construed as outdoor storage. Further, outside parked trucks and semitrailers used in conjunction with normal business activities will not be construed to be outdoor storage provided (a) the total number of trucks and semi-trailers does not exceed the number of docks and/or bay doors; (b) such vehicles are currently licensed by the State of Minnesota and are in the process of delivering or picking up goods or materials, and (c) such use is not construed as an operation listed as a conditional use in the industrial zone. All other vehicles and/or equipment associated with the business shall meet the fencing and screening requirements as stipulated within this ordinance.

Decision

The Planning Commission held a public hearing on the item at the **June 14th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Planning Commission Recommendation:

Motion by Kennedy second by Lundeen to recommend approval of the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota based on the findings of fact and conclusions with the following conditions:

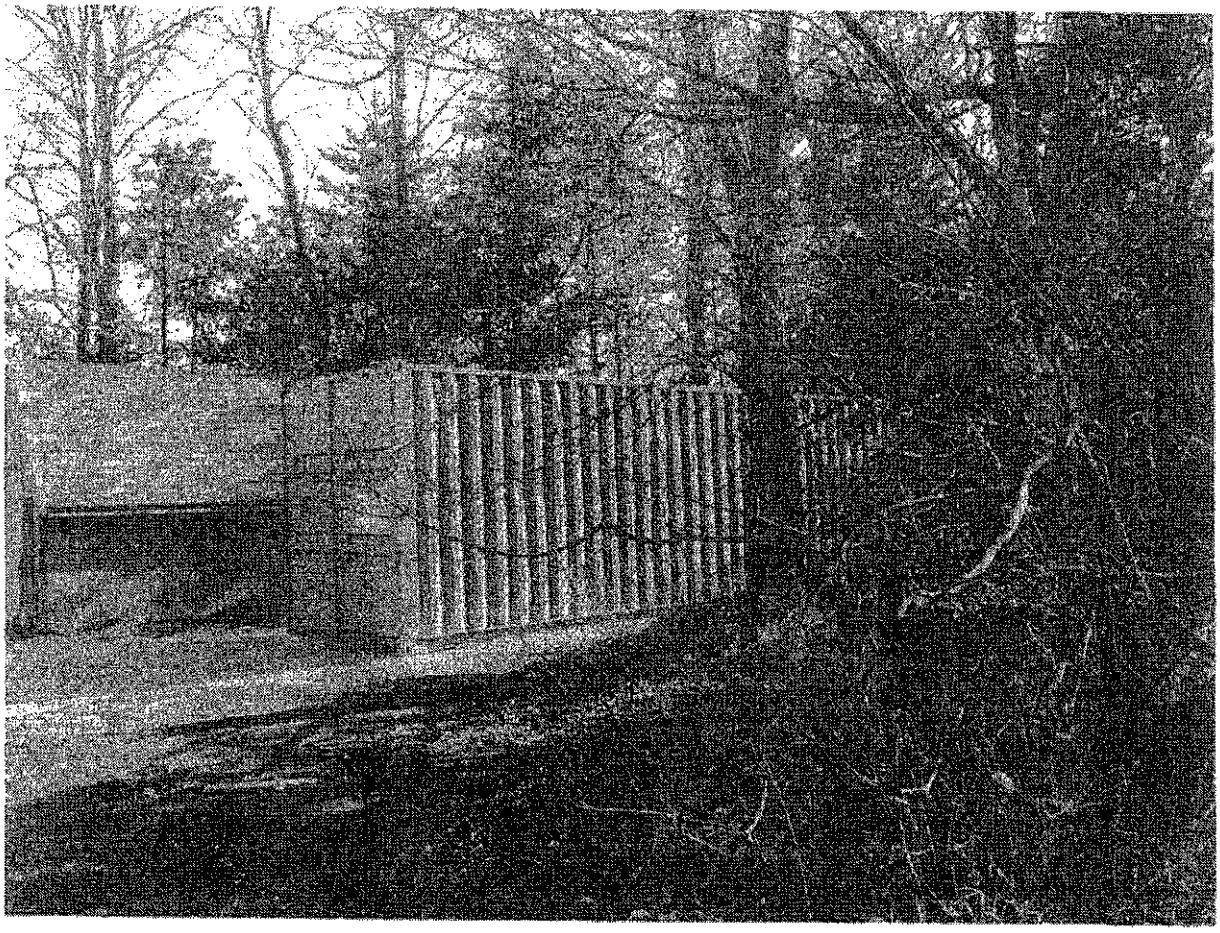
1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

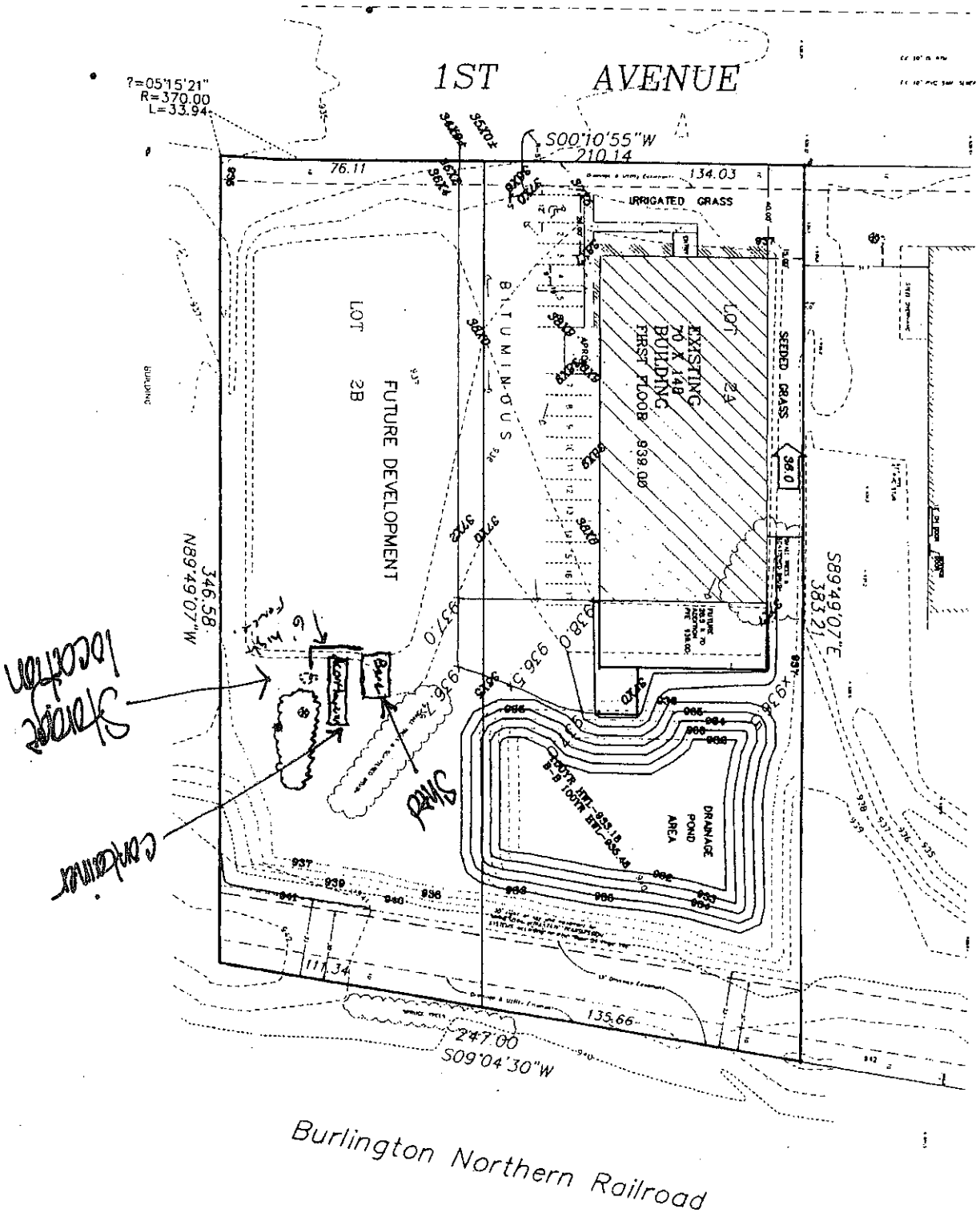
Motion carried unanimously.

Project:

Existing Container placement/ screening:

Container: 8' x 39'
Base: Class 5
Fence: 6' high Tan colored trex material or wood.
Fence to run from the face of barn shed, across to tree line.
Then from that face to trees.

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R=370.00
L=33.94
S00°10'55"W
210.14
76.11
134.03
IRRIGATED GRASS
EXISTING
70 X 140
BUILDING
FIRST FLOOR
938.00
LOT 2A
SEEDED GRASS
LOT 2B
FUTURE DEVELOPMENT
BITUMINOUS
N89°49'07"W
346.58
S89°49'07"E
383.21
DRAINAGE POND AREA
111.34
135.66
247.00
S09°04'30"W
Burlington Northern Railroad

A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: June 21, 2016

Subject: Request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota.

Background

St. Elizabeth Ann Seton Church is requesting to allow St. Scholastica school of Cambridge to move into and operate out of St. Elizabeth's. Educational Institutions are permitted within the R-1 Residential District with approval of a Conditional Use Permit. The school currently consists of 57 students and 8 staff members. The student body transferring to St. Elizabeth will be estimated around 40. Their future plans are to contain the school to a maximum number of 80 students. St. Scholastica offers Kindergarten through 12th grade in multi-level classrooms. They will occupy 7 classrooms and one office space at St. Elizabeth's. Class is held Tuesday through Friday, September through May, from 8:00am until 3:30pm. A few students will utilize the Cambridge-Isanti school district bus transportation. Most students are transported by parents. There is no outside play equipment; students participate in organized sports in the grass or on the tarmac.

A more in-depth description is provided in the narrative submitted by Mary Koralewski, Principal of St. Scholastica.

Staff Recommendation:

Staff recommends approval of the conditional use permit.

Comprehensive Plan

Public / Semi-Public- The purpose of this category is to identify areas in Isanti that are used for the benefit of the public. This includes publicly owned uses, such as schools, City buildings, county buildings and utility/infrastructure related uses such as sewage treatment plants, power plants, etc. This also includes semi-public private institutional uses such as hospitals, colleges, cemeteries, religious institutions etc. Both existing and future planned public / semi-public facilities are designated on the Land Use Plan map. Future possible locations of the high school are also shown. Generally, existing community facilities should continue to be maintained and preserved at their current location. If a public facility or institution ceases to exist or moves from its present site, that site should be designated as the same use, other public / semi-public use, or the predominate land use that surrounds it until such time as a comprehensive plan amendment designates it differently. For example, if a school is surrounded by low density residential relocates; the school property should either be a new school or other public use, or be designated for low-density residential development. In addition, new development should incorporate appropriate public/semi-public uses as they are developed. The actual location of these public/semi-public sites will be determined by the site design of each development.

Zoning Ordinance Provisions
The "R-1" Single-Family Residential District is designed to be the most restrictive of the residential districts. The intent of the "R-1" Single-Family District is to provide for an attractive environment for low density, single family detached dwellings in settings with larger lot sizes and increased open space surrounding the dwelling, while also allowing for directly related and complementary residential uses that serve the residents in the district.

Conditional Use Permit Requirements
Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
   5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
   6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
   7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
   8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Certification of Taxes Paid
Not applicable. Non-taxable entity.

Public Notice
Notice was published within the Isanti County News on June 1st, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment
To date, no public comment or questions had been received.

Planning Commission Recommendation:
Motion by Kennedy second by Lundeen to recommend approval of the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota based on the findings of facts and conclusions with the following condition:

1. An enrollment of greater than 80 students shall require an amendment to the Conditional Use Permit.

Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for a Conditional Use Permit on May 19, 2016. Pursuant to Minnesota State Statute, the City must act on this request by July 18, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota. (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Conditional Use Permit Narrative

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR ST. ELIZABETH ANN SETON TO OPERATE AN EDUCATIONAL INSTITUTION ON THE PROPERTY LOCATED AT 207 WHISKEY ROAD NW

WHEREAS, St. Elizabeth Ann Seton Catholic Church is requesting approval of a Conditional Use Permit for an Educational Institution on the property located at 207 Whiskey Road NW; and,

WHEREAS, the property is legally described as that part of the northeast quarter of the southwest quarter of section 30, township 35, range 23, Isanti County, Minnesota described as follows:

> Commencing at the northwest corner of said NE ¼ of SW ¼ for the actual point of beginning of the tract of land to be herein described: thence due East along the North line of said NE ¼ of SW ¼ and the centerline of County State Aid Highway Number 5 a distance of 643.15 feet; thence South two degrees twenty minutes fifty seven seconds along the centerline of County State Aid Highway 23 a distance of 589.13 feet; thence due West and parallel with the North line of said NE ¼ of SW ¼ a distance of 603.57 feet to a point on the West line of said NE ¼ of SW ¼; thence North one degree thirty minutes six seconds along said West line a distance of 588.84 feet to the actual point of beginning. Subject to easements for public highway over and across the North 33 feet thereof and the Easterly 40 feet thereof, and easements of record, if any; and,

WHEREAS, the property is located within the "R-1" Single Family Residential District, which requires a Conditional Use Permit (CUP) for Educational Institutions; and,

WHEREAS, following publication, posted and mailed notice thereof, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on June 14th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on June 21st, 2016; and,

WHEREAS, the City Council of the City of Isanti has determined that the Conditional Use Permit meets the ordinance requirements necessary for granting approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit for St. Elizabeth Ann Seton and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit to be located on the property at 207 Whiskey Rd NW, be hereby approved subject to the following conditions:

1. An enrollment of greater than 80 students shall require an amendment to the Conditional Use Permit.

Adopted by the Isanti City Council on this 21st day of June 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting approval of an Educational Institution at the property located at 207 Whiskey Rd NW.
2. The property is zoned "R-1" Single Family Residential District.
3. A Conditional Use Permit is required for Educational Institutions within the "R-1" Single Family Residential District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on May 11, 2016. Staff had reviewed such application and deemed such application complete on May 19, 2016. Pursuant to Minnesota State Statute, the City must act on this request by July 18, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, June 14th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, June 1st, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.

Conclusions

1. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   Institutions such as schools are encouraged within the residential district.
   B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   The proposed use is consistent with the zoning requirements and fits well with the surrounding property uses.
   C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   The establishment of the conditional use does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community.
   D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
   The conditional use for an educational institution will not alter the character of the area.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The educational institution will not impede the normal and orderly development of surrounding properties.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Adequate public facilities and services are existing in this area.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on any approval to ensure that the property is developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

2. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site. Students attending the school will generally be dropped off by parents at a time slightly different that the existing adjacent school.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access to the site is existing and had been approved at an earlier date.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Existing sidewalks are in place.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Adequate parking is provided on-site.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Landscaping is existing.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
Not applicable.

I. The site drainage system shall be subject to the review and approval of the City Engineer.

Not applicable.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
Not applicable.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
Not applicable.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
A permit shall be applied for, for any new signage.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
This use complies with all applicable performance standards.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

Decision

The Planning Commission held a public hearing on the item at the **June 14th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Planning Commission Recommendation:

Motion by Kennedy second by Lundeen to recommend approval of the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota based on the findings of facts and conclusions with the following condition:

1. An enrollment of greater than 80 students shall require an amendment to the Conditional Use Permit.

Motion carried unanimously.

St. Scholastica is a school currently located in Cambridge, MN. Our academic program is religious based and emphasis is placed on the basics. We offer Kindergarten through 12th grade in multi-level classrooms. Each room will consist of 2 grades which will generally have 15-17 children total. Starting in the primary school, the pupils focus on the basics in reading, language arts, and mathematics. In the early grades, love of learning, neatness, diligence, and responsibility are fostered.

In the intermediate school the pupils continue to grow in these areas as they began to take learning as a personal achievement. The intermediate school focuses on cementing the firm foundation of the primary school and building on it. The pupils began more independent learning.

In the secondary school, pupils have an intense four year study preparing them and equipping them with the ability to succeed in college.

The school includes 8 staff members and 57 students (currently enrolled). The student body transferring to St. Elizabeth will be estimated around 40. Our future plans are to contain the school to a maximum number of 80 students. At no point does our future plan include adding on to the structure of the building.

Beginning this upcoming school year, 2016-2017, we are looking to use 7 classrooms and one office space at St. Elizabeth's. The school would begin to move desks, books, and other school related items into the space as soon as the permit is approved. The space will be in use by teachers and students from Tuesday through Friday, September through May, from 8:00 AM until 3:30 PM. The teachers would also be using the space in between these set schedules to prepare for the year and their classes. There are a few times when there will be meetings in the classrooms after these allotted times for teacher and parent meetings or for the testing of individual students.

Most of our students are transported by parents but some students will utilize the Cambridge-Isanti school district bus transportation in the morning; no afternoon bus transportation is used. Currently, there is only one bus that drops of students in Cambridge. We do not anticipate this changing for St Elizabeth's . However, until we know which students will be taking a bus, it is difficult to predict the bus route that will carry these students into St. Elizabeth's parking lot.

St. Scholastica's Physical Education program is outdoors. The school has no outside play equipment therefore the students participate in organized sports. These sports are always supervised by staff and will be held on (the existing) tarmac and grass.

The school holds state mandated fire and tornadoes lock down drills 9 times in a school year where the students convene in the parking lot.

A Community For Generations.

Isanti

K.6.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: June 21, 2016

Subject: Request from the City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements.

Background

Staff has been dealing with drainage and pond issues in a number of areas throughout town. Some of these issues are related to the placement of fences within drainage and utility easements. Considering code does not explicitly prohibit fences within drainage easements, staff would like to amend Section 15 to more accurately represent the City's desire to keep fences out of the spillway within the drainage easement and to limit the type of fencing and/or the ground clearance of fencing within drainage easements, but outside the spillway. Amending this section would make the zoning code more consistent with Ordinance 420 – Stormwater Management. Below is the suggested change.

Section 15 – Fencing, Screening and Landscaping

E. Setbacks.

1. On corner lots or lots adjacent to railroad right-of-ways, streets or public roads, no fence shall be located in the vision clearance triangle, as shown within Section 4 of this Ordinance.
2. Privacy fences shall be setback a minimum of fifteen (15) feet from any street right-of-way.
3. Fences shall be located on the property of the owner.
4. No fences shall be permitted within a stormwater flow path.
5. Fences within a storm pond drainage easement must provide for the free flow of water by using a material such as chain-link or by providing a minimum ground clearance of four (4) inches.
6. Fences located within storm pond drainage easements shall be reviewed by Public Works and/or The City Engineer.

G. Property Owner Responsibility. Any fence located on the property line or within a drainage and utility easement shall be removed upon request of the City and at the expense of the property owner.

Ordinance 420 – Stormwater Management

Section 7 – Stormwater Management Plan Approval Standards

7.9 – Wet Detention Basin Design Standards

(p) Fences may be placed in dry ponds or in wet ponds above the permanent pool elevation. The City shall have the right to remove and or restrict placement of fences where they may contribute to a drainage problem.

Staff Request

To consider recommending approval of the attached ordinance amending Section 15: Fencing, Screening and Landscaping.

Planning Commission Recommendation:
Motion by Kennedy second by Lundeen to recommend approval of the request from City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements. Motion carried unanimously.

Attachments

- Ordinance No. XXX
- Findings of Fact and Conclusions

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO 445 ZONING; SECTION 15 FENCING, SCREENING AND LANDSCAPING

THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

Section 15, Subdivision 1: General Provisions is hereby amended to include and read as follows:

E. Setbacks.

1. On corner lots or lots adjacent to railroad right-of-ways, streets or public roads, no fence shall be located in the vision clearance triangle, as shown within Section 4 of this Ordinance.
2. Privacy fences shall be setback a minimum of fifteen (15) feet from any street right-of-way.
3. Fences shall be located on the property of the owner.
4. No fences shall be permitted within a stormwater flow path.
5. Fences within a storm pond drainage easement must provide for the free flow of water by using a material such as chain-link or by providing a minimum ground clearance of four (4) inches.
6. Fences located within storm pond drainage easements shall be reviewed by Public Works and/or The City Engineer.

II. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 21st day of June 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements.

Findings of Fact

1. The Development and Operations Advisory Committee requested the Planning Commission review an amendment to Section 15 of the Zoning Ordinance at their regularly scheduled meeting on June 14, 2016.
2. Staff has begun to notice an increase of drainage issues due to fences within drainage easements.
3. While the intent of the Ordinance remains intact, amendments must be made to the Ordinance regulations to ensure that the appropriate requirements are being used.
4. Notification of the public hearing was provided for within the City's official newspaper on Wednesday, June 1st, 2016.
5. A public hearing date before the Planning Commission was scheduled for Tuesday, June 14th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.

Conclusions

1. In review of the Ordinance requirements provided for within Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D), the following conclusions have been made *(conclusions to each requirement have been shown in underlined italics):*
   a. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
   The ordinance amendment helps to protect the safety of Isanti's citizens and visitors, which is consistent with the City's Comprehensive Plan.
   b. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
   The ordinance amendment adds a critical performance standard.
   c. There is adequate infrastructure available to service the proposed action.
   Not applicable.
   d. There is an adequate buffer or transition provided between potentially incompatible districts.
   Not applicable.

Decision

The Planning Commission held a public hearing on the item at the **June 14th, 2016** meeting. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusions.

Planning Commission Recommendation:

Motion by Kennedy second by Lundeen to recommend approval of the request from City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements. Motion carried unanimously.

A Community For Generations.

Isanti

K.7.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director
Josi Wood, Public Services Director / Asst. City Administrator

Date: June 21, 2016

Subject: Resolution approving staff to work with the Art & Science Academy, and the respective property owners, on the development of a combined park space at 901 6th Ave Ct NE and the surrounding the adjacent city owned pond.

Background

Staff has been in conversations with the property owners of the Art & Science Academy regarding outdoor space for students in conjunction with an increase in enrollment numbers from 260 to 300. The idea of a park like setting interests the City as the 1997 Park & Recreation Comprehensive Plan (amended in 2004) indicates a future park in this area and the concept is consistent with the 2011 Comprehensive Parks, Trails, and Open Space Plan.

This provides the City with an opportunity to work with the Charter School to create an even greater park and open space area that would benefit the community as a whole. The school is interested in adding a gymnasium onto the existing building and adding a playground, walking trail and either a soccer field or two tennis courts on the vacant lot to the south and east of their existing building. Given that the charter school's lot abuts one of the City's storm pond areas, it appears there may be potential to incorporate park elements that benefit the school, surrounding development and the community as a whole.

The concept of an active park has been the basis of the discussion, see the attached concept. In addition to the elements the charter school would like to provide, staff would like to consider an 8ft paved path that loops around the storm ponds and connects to the path on the school's property, the cul-de-sac and 7th Ave NE, trail markers to indicate distances walked, an array of outdoor exercise equipment, a drinking fountain, benches, a possible gazebo and additional trees. The idea is to create a space that people will want to make a special trip to visit, and will also receive a great deal of use from the school and future business employees once the area develops.

A development agreement would need to be created in order to outline a reasonable timeframe to complete the park elements, state the availability of park space to the public (or the deeding of the space to the City upon completion), discuss indemnification, and many other important factors. In conjunction with the school implementation, the City would likely develop the storm pond area in phases. In the proposed first phase, the City would consider completing the stretch of trail that is on the City's property which would provide for a complete trail loop from the school's property to the City's property. This can be seen in the attached concept plan. An estimate from Bolton & Menk values this phase of the project at $25,000 for a 250ft - 8ft wide, paved path. The property owners, Charter School Development Corporation, have provided a letter indicating their agreement to work with the City and to further support the development of a combined park and open space plan and implementation. That letter is attached.

Staff is requesting approval to work with the charter school on a development agreement for a park and open space plan that meets the needs of the school, the community and abides by the 2011 Comprehensive Parks, Trails and Open Space Plan.

Attachments

- Resolution 2016-XXX
- Park Concept
- Letter from Charter Schools Development Corporation dated June 3, 2016

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING STAFF TO WORK WITH THE CHARTER SCHOOLS DEVELOPMENT CORPORATION IN DRAFTING A DEVELOPMENT AGREEMENT FOR PARK AND OPEN SPACE USES ON PARCELS 16.113.0030 AND 16.113.0770

WHEREAS, Charter Schools Development Corporation, the property owners of 901 and 903 6th Ave Ct NE, in conjunction with the lessee, the Art & Science Academy, are interested in adding a gymnasium and outdoor play space for the charter school students; and,

WHEREAS, an increase in student enrollment would be necessary in order to support the cost of developing addition space; and,

WHEREAS, the 1997 Parks & Recreation Comprehensive Plan indicates a need for a future park in this area, in addition to a park being in line with the 2011 Comprehensive Parks, Trails and Open Space Plan; and,

WHEREAS, the City owns the storm pond parcel abutting the school's property, which provides an opportunity for the City to enhance the park area and meet the park needs for this section of the City; and,

WHEREAS, a development agreement would need to be created to ensure a properly prepared and implemented park plan; and,

WHEREAS, the Parks, Culture and Recreation Board would review the park concept plans and make recommendations to the City Council for approval; and,

WHEREAS, staff obtained an estimate from Engineering in the amount of $25,000.00 for the City to connect a portion of the trail development in 2017 for construction of a 250 foot, 8-foot-wide, paved bituminous trail connection; and,

WHEREAS, this is an unbudgeted item and funding will be required for costs associated with the drafting and implementation of the development agreement, associated legal documents and engineering costs associated with park development design; and,

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

1. Hereby approves funding for costs associated with drafting and implementing a development agreement with the Charter Schools Development Corporation from funding source General Fund Fund - Planning and Zoning, 101- 41910, and respective expense codes.
2. Hereby approves the amount, $25,000.00, for the trail connection as outlined per this Resolution to be included in the 2017 Budget within the Park Dedication Fund.
3. Authorize Staff to work with the Charter Schools Development Agreement on such an agreement.

This resolution was duly adopted by the Isanti City Council this 21st day of June, 2016.

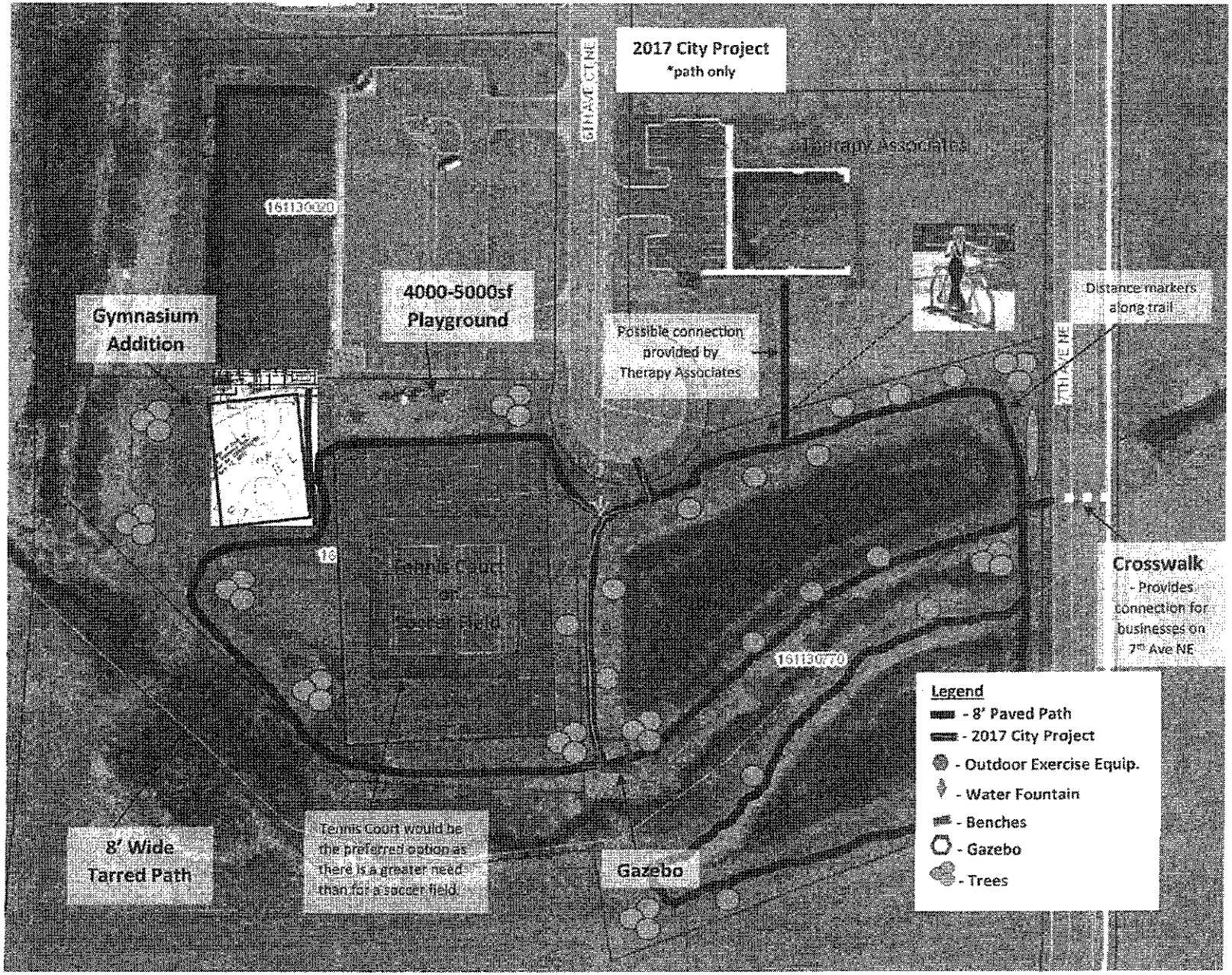
_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Park Concept



Charter Schools
Development Corporation

June 3, 2016

Roxanne Achman, AICP
Community Development Director
City of Isanti
110 – 1st Ave NW
P.O. Box 428
Isanti, MN 55040
By email

Re: Expansion of Art and Science Academy Building and the collaborative development of open space on 905 6th Ave Court NE, Isanti, MN 55040

Dear Roxanne:

This letter outlines the terms under which the CSDC Property Corporation ("CSDCPC"), is prepared to improve the real property located at 903 6th Avenue Court NE, Isanti, MN 55040 and the adjacent vacant lot located at 905 6th Avenue Court NE, Isanti, MN 55040 for Lease to Art and Science Academy (ASA) in accordance with the attached park plan presented to CSDCPC and Art and Science Academy.

If the City approves the expansion of the enrollment limit on the Conditional Use Permit for 903 6th Avenue Court NE, from 260 to 300 students and approves a conditional use permit for the proposed conceptual project for 905 6th Avenue Court NE, then CSDCPC, in collaboration with ASA, will move forward with the proposed conceptual plan.

The Conceptual Plan (Attachment A):

The vacant lot, 905 6th Avenue Court NE, would contain the gymnasium, a 4,000-5,000 square foot playground, and either two tennis courts or a soccer field to be determined later. The playground, paved path, and the two tennis courts or a soccer field that will be built on the lot not be restricted to outside users so that it flows well with the park area on the City's lot.

The vacant lot, 905 6th Avenue Court NE, in conjunction with the City's pond lot would have a 5 foot wide paved path that goes around the pond and around the schools open space. The path would connect to the cul-de-sac, to 7th Avenue NE and possibly to Therapy Associates.

On the City's lot there will be outdoor exercise equipment and will incorporate distance markers along the trail. The City will also install a drinking fountain, several benches, many trees and a possible gazebo.

This conceptual plan will require engineering design approval to ensure the ponds are not affected, and City Council approval prior to any movement on the project.

The City would be responsible for all development and construction costs related to the development of the of the portion of the plan that is on City-owned lots and CSDCPC and ASA will be responsible for the costs of the development on 903 6th Avenue Court NE, and 905 6th Avenue Court NE.
MSC will make the gymnasium available for use by the community when not being used by the school under reasonable terms that will be determined in consultation with the City.

Because the project is funded with the revenue from the additional students, timing of the project is subject to the timing of the increase in the number of students allowed by the CUP for ASA. The ideal timing would be to start the project this fall with completion in the spring of 2017. Our backup plan would be to start the project in the summer of next year with completion in the fall of 2017.

CSDCPC, ASA, and the City of Isanti agree that the provisions set forth herein are intended as an outline of a potential agreement. It is understood that this Letter does not constitute an agreement and that the provisions hereof are not binding on either party, nor does it contain all matters upon which an agreement be reached in order for the transaction contemplated hereby to be consummated. This Letter is intended by the parties to be an outline of terms only, for the purpose of providing a basis upon which the parties would negotiate an agreement.

Sincerely,

Michelle Liberati
Executive Vice President

A Community For Generations.

Isanti

K.8.

To: Mayor Wimmer and City Council Members

From: John Jacobi, Liquor Store Manager

Date: June 16, 2016

Subject: Request to Update the Liquor Store to LED Lighting

Background:
In January 2016, the City of Isanti was approached by Connexus Energy with a proposal for replacement of the current lighting at the Liquor Store. The proposal was for replacing the lights with LED lighting. This would be an unbudgeted expense. Attached are two quotes regarding replacement of current lighting and updating to LED lighting. The first quote is from Lighten Up with North Branch Electric to complete the installation. The quote was a total of $12,231.60 prior to any grants or rebates. Another quote was received from a local customer who works for Apadana. Paul Olsen provided the quotes for Apadana on replacement and installation of the LED lights. Apadana has contracted electricians that will complete the work of removing all current lighting and installing the new LED lighting. The Apadana quote also includes the grant and the Connexus Energy rebate estimate, which Apadana would take care of submitting on the City's behalf. Apadana also has quoted the replacement of the outside beer signs. Both quotes are provided, the first without the outside lights which was quoted at $6,272.06, with an out of pocket expense after estimated rebates and grants of $3,362.00. The second quote which included the outside lighting, was estimated at $14,079.12 with an out of pocket expense after estimated rebates and grants of $10, 299.86. The grant and rebate money are available to the City this year, and are estimated to be $3,779.26. Lighten Up did not quote a replacement for the outside beer signs.

Request:
It is requested to move forward with the replacement of current lighting in the Liquor Store to upgrade to LED lighting. Also, the return on investment based on electrical savings would pay for itself after approximately two years. It is request that the City of Isanti commits to the quote from Apadana including the outside illuminated beer signs in the amount of $14,079.12 prior to rebates and grants. It is also requested to authorize the Liquor Store Manager to apply for the energy savings grant opportunity through the MN Chamber of Commerce and sign the required documents for such grant.

Attachments:

- Lighten Up – Quote
- Apadana – Quote not including outside signs
- Apadana – Quote including outside signs
- Resolution No. XXX

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING BID FOR THE REPLACEMENT AND INSTALLATION OF LED LIGHTS AT THE LIQUOR STORE

WHEREAS, in January 2016 the City of Isanti was approached by Connexus Energy in regards to a proposal for grant and rebate money towards LED efficient lights; and

WHEREAS, the expense of this project is unbudgeted for 2016; and

WHEREAS, pursuant to a request for bids by city staff for the replacement and installation of all applicable Liquor Store lights, the following bids were received:

Bidder Name	Total Bid
Lighten Up *(Indoor lights only)*	$12,231.60
Lighten Up *(Both Indoor & Outdoor Lights)*	N/A
Apadana *(Indoor lights only)*	$6,272.06
Apadana *(Both Indoor & Outdoor Lights)*	$14,079.12

WHEREAS, contingency costs for the project will be in the amount of $700.00; and,

WHEREAS, the estimated rebates and grants available will be approximately $3,779.26; and,

WHEREAS, staff may proceed with applying for an energy savings grant opportunity through the MN Chamber of Commerce, a Connexus Energy affiliate; and,

WHEREAS, the Liquor Committee has reviewed the bids received and has recommended the acceptance of the Apadana bid for installation and materials, that include both indoor and outdoor LED lighting;

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

1. To hereby accept the bid from Apadana for replacement of current lighting and installation of new indoor and outdoor LED lights and contingency in the total amount, not to exceed, $14,779.12 before the energy rebates are applied.
2. Authorize the Liquor Store Manager to sign the required documents for the purchase and installation of the new LED lights.
3. Authorize the Liquor Store Manager to apply for the energy savings grant opportunity through the MN Chamber of Commerce and sign the required documents for such grant.
4. Authorize payment, if necessary, at time of services and prior to inclusion on the Accounts Payable listing.
5. The total amount of $14,779.12 to be funded through Liquor Store Fund 609-16520-500.

This resolution was duly adopted by the Isanti City Council this 21st day of June, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

Est. #1

Quote for Interior Lighting only

Prepared by: Apadana
3801 York Ave S
Minneapolis, MN 55410

Prepared for: John Jacobi, Store Manager
Isanti Muni Liquor Store
400 West Dual Blvd
Isanti, MN 55040

Rebate Provider: Connexus Energy
Offer Expire: 6/30/2016
Proposal ID: AZ-052016 400 NS
Date: 5/20/2016

INVESTMENT SNAPSHOT	
Project Cost Payable to Apadana	$ 6,272.06
Estimated Rebate Directly to Customer	$ 1,144.00
Estimated Net Customer Investment	$ 5,128.06
Grant	$ 1,783.28
Customer Out of Pocket	$ 3,344.78
Rebate %	25%
Monthly Cost of Waiting	$ 369
Project Payback	9

ENVIRONMENTAL SNAPSHOT		
kWh Reduction*	35,719	kWh (85% reduc.)
CO2 Reduction*	54,305	lbs.
Mercury Reduction	530	mg
Equivalent to*	5	cars off the road
	691	trees planted

Thank you for doing your part to help reduce your CO2 footprint

SAVINGS SNAPSHOT		
Current Lighting Energy Cost	$	4,205
Proposed Lighting Energy Cost	$	634
Energy Savings	$	3,571
Maintenance Savings	$	495
A/C Savings	$	351
IRS 179D Energy Tax Deduction*	$	-
Total Annual Savings	$	4,422

ITEM LEVEL DETAIL

Area	Existing Fixture Description	New Fixture Description	Fixture Quantity	LINE ITEM SAVINGS: Existing Fixture Wattage	LED Fixture Wattage	Energy Savings	Total Savings	RETURN ON INVESTMENT: Customer Investment	Payback (months)
Interior Store	4' T8 4L 50K	Espen Direct A/C 4	35	128	14	$1,748	$1,870	$1,308	8
Interior Back room	4' T8 4L 50K	Espen Direct A/C 4	9	128	14	$487	$643	$336	6
Interior Storage Closet	4' T8 2L 50K	Espen Direct A/C 4	1	64	14	$24	$32	$37	14
Interior Beer Cave	4' T8 4L 50K	Espen Direct A/C 4	4	128	14	$216	$286	$150	6
Interior	EXIT	Exit Retro	2	40	4	$63	$114	$126	13
Cooler	Freezer 6' Left	ILT 70 L	1	85	13	$64	$86	$138	19
Cooler	Freezer 6' Center	ILT 70 C	10	85	25	$526	$727	$1,883	33
Cooler	Freezer 6' Right	ILT 70 R	1	85	13	$64	$86	$138	19
Exterior	MH 175w Wallpack	WP 30	6	175	30	$381	$578	$1,512	31
Total			69			$3,571	$4,422	$6,728	9

*http://www.creditcapital.com/tax_reduction_calculator and http://www.section179.org *http://www.epa.gov/cleanenergy/energy-resources/calculator.html

This information above is property of Apadana and may not be disclosed to anyone without written consent from Apadana LLC. Any dissemination, distribution or copying of this communication is strictly prohibited

Late fee of $35 plus 10% APR will be added for payments received after the due date. Credit Card payments will be subject to a 3.5% processing fee.

Downpayment $ **Balance upon completion** $ 6,272.06 Warranty: 5 years Parts and 3 years Labor

I accept the lighting upgrade proposal by Apadana LLC and authorize Apadana LLC to submit all necessary forms on my behalf to the utility provider f
Isanti Muni Liquor Store, 400 West Dual Blvd Isanti, MN 55040
I also authorize the utility provider for the above address to issue the rebate check for lighting upgrade to Apadana LLC.

Signature ...

Apadana LLC
Lighting Technology Solutions

Paul Oven
Director, Business Development

3801 York Avenue South
Minneapolis, Minnesota 55410

(612) 309-3362
Paul.Oven@ApadanaTech.com
www.ApadanaTech.com

Apadana
"Lighting Up New Possibilities"

Est #2

Quote for Interior & Exterior Lighting including outside beer signs

Prepared by: Apadana
3801 York Ave. S
Minneapolis, MN 55410
info@apadanatech.com

Prepared for: John Jacobi, Store Manager
Isanti Muni Liquor Store
400 West Dual Blvd
Isanti, MN 55040

Rebate Provider: Connexus Energy
Offer Expire: 6/20/2016
Proposal ID: A2-052016-400-R
Date: 5/20/2016

INVESTMENT SNAPSHOT	
Project Cost Payable to Apadana	14,079.12
Estimated Rebate Directly to Customer	2,014.00
Estimated Net Customer Investment	12,065.12
Grant	1,765.26
Customer Out of Pocket	10,299.86
Rebate %	16%
Monthly Cost of Waiting $	383
Project Payback	27

ENVIRONMENTAL SNAPSHOT		
kWh Reduction	37,228	kWh (72% reduc.)
CO2 Reduction	56,613	lbs
Mercury Reduction	330	mg
Equivalent to*	5	cars off the road
	658	trees planted

Thank you for doing your part to help reduce your CO2 footprint

SAVINGS SNAPSHOT		
Current Lighting Energy Cost	$	5,194
Proposed Lighting Energy Cost	$	1,471
Energy Savings	$	3,723
Maintenance Savings	$	569
A/C Savings	$	307
IRS 179D Energy Tax Deduction*	$	-
Total Annual Savings	$	4,599

ITEM LEVEL DETAIL			LINE ITEM SAVINGS					RETURN ON INVESTMENT	
Area	Existing Fixture Description	New Fixture Description	Fixture Quantity	Existing Fixture Wattage	LED Fixture Wattage	Energy Savings	Total Savings	Customer Investment	Payback (months)
Interior Store	4' T8 4L 50K	Espen Retro Flex 4'	35	128	48	$1,226	$1,349	$3,549	32
Interior Back room	4' T8 4L 50K	Espen Retro Flex 4'	9	128	48	$342	$461	$913	24
Interior Storage Closet	4' T8 2L 50K	Espen Retro Flex 4'	1	64	24	$19	$26	$56	26
Interior Beer Cave	4' T8 4L 50K	Espen Retro Flex 4'	4	128	48	$152	$205	$406	24
Interior	EXIT	Exit Retro	2	40	4	$63	$114	$126	13
Cooler	Freezer 6' Left	ILT 70 L	1	85	13	$64	$86	$138	19
Cooler	Freezer 6' Center	ILT 70 C	10	85	25	$526	$727	$1,383	23
Cooler	Freezer 6' Right	ILT 70 R	1	85	13	$64	$86	$138	19
Exterior	MH 175w Wallpack	WP 30	6	175	30	$381	$578	$1,512	31
Exterior Sign 16'X2'	2' T12 HO	LA SF	1	1024	77	$415	$438	$1,122	31
Exterior Sign 4'x4'	4' T12 HO	LA SF	1	240	38	$88	$103	$681	79
Exterior Sign 4'x5'	4' T12 HO	LA SF	1	300	48	$110	$129	$791	74
Exterior sign 4'x3'	4' T12 HO	LA SF	1	180	29	$66	$77	$571	89
Exterior sign 2'x8'	2' T12 HO	LA SF	1	512	38	$207	$219	$681	37
Total			*24*			*$3,723*	*$4,599*	*$12,065*	*27*

*http://www.crestcapital.com/tax_deduction_calculator and http://www.section179.org *http://www.epa.gov/cleanenergy/energy-resources/calculator.html

This information above is property of Apadana and may not be disclosed to anyone without written consent from Apadana LLC. Any dissemination, distribution or copying of this communication is strictly prohibited.

Late fee of $35 plus 10% APR will be added for payments received after the due date. Credit Card payments will be subject to a 3.5% processing fee.

Downpayment $ - **Balance upon completion** $ 14,079.12 Warranty: 5 years Parts and 3 years labor

I accept the lighting upgrade proposal by Apadana LLC and authorize Apadana LLC to submit all necessary forms on my behalf to the utility provider for my entity/business located at Isanti Muni Liquor Store, 400 West Dual Blvd Isanti, MN 55040
I also authorize the utility provider for the above address to issue the rebate check for lighting upgrade to Apadana LLC.

Signature_____

Quote w/o outside Beer Signs

Executive Summary

LIGHTEN UP, LLC

Overall System Investment

Lighting Cost		$6,471.60
Estimated Labor Allowance for Installation		$5,760.00
Estimated Sales Tax	0.000%	$0.00
Estimated Utility Incentive Approved		$2,076.00
Shipping		Freight Prepaid and Add
Total Investment		**$10,155.60**

Value Analysis

Annual Electrical Savings (Lighting ONLY)	$ [illegible]	
Annual Maintenance Savings	$ 205.78	
Annual Operational Savings		$2,777.97
1st Year System Return		**$2,777.97**

[illegible] Year Total Electrical Savings (Lighting Only)	[illegible]
Return on Investment, Year 1 Electric Savings (Lighting Only)	25%
10 Year Total Projected Savings (Lighting Only)	$25,721.90

LIGHTEN UP, LLC 9713 Dorset LN Eden Prairie MN 55347
952-944-7515
www.lightenuplic.com

A Community For Generations.

Isanti

K.9.

To: Mayor Wimmer and City Council Members

From: John Jacobi, Liquor Store Manager

Date: June 16, 2016

Subject: Request to Hold Wine Tasting Event at the Isanti Community Center

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Background:
Isanti Liquor Store would like to propose having a wine tasting event held at the Isanti Community Center. Funds would be requested to facilitate and cater a Wine tasting, to be held in October 2016. The tasting would help promote new products, and customers would be able to order after the event. The event would be staffed by liquor store employees. Tickets would available for customers to purchase prior to the event and during the event. For the tasting, food would need to be provided. Two quotes have been obtained, and are as follows:

- The cost for catering from Isanti Meats is $300
- The cost for catering from Wintergreens is $600

Request:
It is requested that we have Isanti Meats cater the event for the 2016 Tasting. It is also requested that the advertising budget be used to pay for the catering of this event. The event is to be held in the Isanti Community Center, which it is requested for the $275 fee to be waived for the use of the tasting event.

Attachments:

- Isanti Meats Estimate
- Wintergreens Estimate
- Resolution 2016-XXX

Isanti Meats

Catering Order Form

Order Date: _____

Name: JOHN ISANTI LIQUER Phone: 444 5063

Address: _____

Organization: _____ Type of Event: WINE TASTING
(Wedding, Graduation, etc.)

Full / (Assisted) / Self Catering Service

Number of Guests: 50+ Pick Up or Delivery Date: 10-7-16

List of Food Requested:

Pulled Pork w/dinner buns
Meat + Cheese tray w/ Crackers
Meat Stick sample trays
Desert Bars - 2 types
Plates + Napkins

List of Supplies Requested:

Delivery + Set up

List of Service Requested:

Estimate Bill: $300.00 Approved Bill: _____

Monica Schultz Store Manager

Taken by: DANNA DEMO Approved: _____

Store Manager

FROM THE DESK OF…

Wine Tasting Proposal

Ron & Clay Stawski
Wintergreens Golf & Grill
763 444 8422

June 16, 2016

We are pleased to offer the following proposal for your event. Food will be prepared and delivered 15 minutes prior to the beginning of the event.

The proposed menu would include the following for 50 people:

Two pans of pasta, Chicken Alfredo and Penne w/ Sausage & Marinara

One pan of assorted hot appetizers, Breaded Ravioli, Mozzarella Sticks, & Jalapeño Poppers

One pan of Mixed Field Greens with Fresh Berries & Raspberry Vinaigrette

One Cheese and Meat Tray

50 Assorted Mini Desserts

Plastic plates, flatware, and napkins

The cost for the items above will $600.00 plus tax. If you require us to provide a person to help serve the food or if you would like to make any changes to this proposal, please call me and we will provide an updated proposal.

Thank you

Clay

612 867 2460

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING ISANTI MEATS TO CATER FOR ISANTI LIQUOR STORE WINE TASTING EVENT

WHEREAS, Isanti Liquor Store is proposing hosting a Wine Tasting Event;

WHEREAS, the event is scheduled to take October 2016 at the Isanti Community Center; and,

WHEREAS, the $275 fee for the use of Isanti Community Center is to be waived; and

WHEREAS, the number of people anticipated is approximately 50 persons; and

WHEREAS, the event will be staffed by Liquor Store employees; and

WHEREAS, Isanti Meats will cater the event for the amount of $300; and

WHEREAS, the cost associated with catering will be funded by the Advertising Budget for Isanti Liquor Store

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

- Catering is to be supplied through Isanti Meats in the amount of $300
- Cost from Catering of the Event will be funded by the advertising budget for Isanti Liquor Store
- The $275 fee for use of the Isanti Community Center is to be waived for the Tasting Event

This resolution was duly adopted by the Isanti City Council this 21st day of June 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

CITY OF ISANTI

*Check Summary Register©

L.1.

June 2016

AP160602

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044164	BELLBOY CORPORATION	6/10/2016	$2,330.75
Paid Chk# 044165	BERNICK'S PEPSI-COLA	6/10/2016	$931.85
Paid Chk# 044166	BROOKS, CHRIS	6/10/2016	$2,500.00
Paid Chk# 044167	CENTER POINT ENERGY	6/10/2016	$880.93
Paid Chk# 044168	CHANKASKA CREEK	6/10/2016	$201.60
Paid Chk# 044169	CRYSTAL SPRINGS ICE	6/10/2016	$175.12
Paid Chk# 044170	DAHLHEIMER DISTRIBUTING CO	6/10/2016	$8,865.35
Paid Chk# 044171	DIAMOND VOGEL PAINT	6/10/2016	$4,920.41
Paid Chk# 044172	EAST CENTRAL SANITATION	6/10/2016	$386.98
Paid Chk# 044173	ECM PUBLISHERS, INC.	6/10/2016	$9.75
Paid Chk# 044174	FEDERATED CO-OPS, INC.	6/10/2016	$147.56
Paid Chk# 044175	FRANSEN, LINDA	6/10/2016	$520.00
Paid Chk# 044176	G & K SERVICES	6/10/2016	$460.36
Paid Chk# 044177	GOPHER STATE ONE-CALL, INC.	6/10/2016	$163.35
Paid Chk# 044178	HANSON, CLIFF	6/10/2016	$50.00
Paid Chk# 044179	HAWKINS, INC.	6/10/2016	$5,900.00
Paid Chk# 044180	HAYFORD FORD	6/10/2016	$109.99
Paid Chk# 044181	ISANTI READY-MIX, INC.	6/10/2016	$286.75
Paid Chk# 044182	ISANTI RENTAL	6/10/2016	$184.00
Paid Chk# 044183	ISANTI TIRE & AUTO CARE	6/10/2016	$1,446.48
Paid Chk# 044184	JOHNSON BROTHERS LIQUOR	6/10/2016	$13,873.56
Paid Chk# 044185	KAWALEK TRUCKING	6/10/2016	$279.40
Paid Chk# 044186	KNIFE RIVER	6/10/2016	$90.00
Paid Chk# 044187	LMCIT	6/10/2016	$10,099.00
Paid Chk# 044188	MAGER, JIM	6/10/2016	$139.99
Paid Chk# 044189	MCDONALD DISTRIBUTING CO.	6/10/2016	$6,650.95
Paid Chk# 044190	MN POLLUTION CONTROL AGEN	6/10/2016	$23.00
Paid Chk# 044191	NORTH 65 CHAMBER OF COMM	6/10/2016	$175.00
Paid Chk# 044192	NORTHLAND LANDSCAPING	6/10/2016	$1,152.85
Paid Chk# 044193	OLSON POWER & EQUIPMENT	6/10/2016	$33.25
Paid Chk# 044194	OVERLAND CONTRACTING INC	6/10/2016	$3,236.30
Paid Chk# 044195	PAUSTIS & SONS	6/10/2016	$729.75
Paid Chk# 044196	PHILLIPS WINE & SPIRITS, INC.	6/10/2016	$12,109.17
Paid Chk# 044197	PSN	6/10/2016	$49.95
Paid Chk# 044198	RESOURCE TRAINING	6/10/2016	$26,125.00
Paid Chk# 044199	SELECTACCOUNT	6/10/2016	$27.43
Paid Chk# 044200	ST.PAUL STAMP WORKS	6/10/2016	$19.25
Paid Chk# 044201	TASER TRAINING ACADEMY	6/10/2016	$225.00
Paid Chk# 044202	TR COMPUTER SALES, LLC	6/10/2016	$3,282.75
Paid Chk# 044203	US INTERNET	6/10/2016	$57.80
Paid Chk# 044204	VERIZON WIRELESS	6/10/2016	$625.77
Paid Chk# 044205	VIKING COCA-COLA BOTTLING	6/10/2016	$307.00
Paid Chk# 044206	VINOCOPIA, INC.	6/10/2016	$484.50
Paid Chk# 044207	WATSON CO., INC.	6/10/2016	$1,392.39
Paid Chk# 044208	WEX BANK	6/10/2016	$45.17
Paid Chk# 044209	WINE MERCHANTS	6/10/2016	$192.00
		Total Checks	$111,897.46

CITY OF ISANTI

*Check Summary Register©

June 2016

AP160603

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044210	CHOICE HOMES, INC.	6/16/2016	$6,000.00
Paid Chk# 044211	SEMLER HOMES	6/16/2016	$8,000.00
Paid Chk# 044212	SEMLER HOMES	6/16/2016	$6,000.00
Paid Chk# 044213	ADVANTAGE SIGNS	6/16/2016	$160.75
Paid Chk# 044214	AEM FINANCIAL SOLUTIONS, LL	6/16/2016	$11,750.00
Paid Chk# 044215	ANOKA COUNTY	6/16/2016	$20.00
Paid Chk# 044216	ARC IRRIGATION	6/16/2016	$587.69
Paid Chk# 044217	BELLBOY CORPORATION	6/16/2016	$401.00
Paid Chk# 044218	BERNICK'S PEPSI-COLA	6/16/2016	$791.90
Paid Chk# 044219	BILL'S QUALITY CLEANING	6/16/2016	$446.00
Paid Chk# 044220	BRAUN, EUGENE	6/16/2016	$15.00
Paid Chk# 044221	CENTURYLINK	6/16/2016	$884.30
Paid Chk# 044222	CENTURYLINK BUSINESS SERVI	6/16/2016	$38.02
Paid Chk# 044223	CHOICE HOMES, INC.	6/16/2016	$8,000.00
Paid Chk# 044224	CITY OF SAINT PAUL	6/16/2016	$113.50
Paid Chk# 044225	CORYS COMPLETE	6/16/2016	$954.00
Paid Chk# 044226	CRYSTAL SPRINGS ICE	6/16/2016	$460.60
Paid Chk# 044227	CU COMPANIES	6/16/2016	$73.34
Paid Chk# 044228	DAHLHEIMER DISTRIBUTING CO	6/16/2016	$12,025.75
Paid Chk# 044229	DIRTWORKS, INC.	6/16/2016	$43,775.13
Paid Chk# 044230	ECM PUBLISHERS, INC.	6/16/2016	$121.40
Paid Chk# 044231	FEDERATED CO-OPS, INC.	6/16/2016	$32.29
Paid Chk# 044232	FERGUSON ENTERPRISES	6/16/2016	$359.44
Paid Chk# 044233	G.L. CONTRACTING	6/16/2016	$50,593.68
Paid Chk# 044234	HENRYS WATERWORKS,INC.	6/16/2016	$2,784.19
Paid Chk# 044235	HOME SECURITY ABSTRACT	6/16/2016	$89.11
Paid Chk# 044236	HOME TITLE INC	6/16/2016	$6,000.00
Paid Chk# 044237	INNOVATIVE OFFICE	6/16/2016	$792.18
Paid Chk# 044238	ISANTI COUNTY AUDITOR-	6/16/2016	$575.00
Paid Chk# 044239	ISANTI COUNTY RECORDER	6/16/2016	$46.00
Paid Chk# 044240	ISANTI REDBIRDS	6/16/2016	$979.08
Paid Chk# 044241	ISANTI RENTAL	6/16/2016	$4.77
Paid Chk# 044242	J. J. TAYLOR	6/16/2016	$1,370.05
Paid Chk# 044243	JOHNSON BROTHERS LIQUOR	6/16/2016	$4,957.41
Paid Chk# 044244	JOSLIN & MOORE	6/16/2016	$6,055.60
Paid Chk# 044245	KADELL HOMES	6/16/2016	$39.20
Paid Chk# 044246	KAWALEK TRUCKING	6/16/2016	$114.40
Paid Chk# 044247	LAKEVIEW LOAN SERVICING LL	6/16/2016	$2.28
Paid Chk# 044248	LIBERTY TITLE	6/16/2016	$255.90
Paid Chk# 044249	MADDEN GALANTER HANSEN, L	6/16/2016	$799.20
Paid Chk# 044250	MCDONALD DISTRIBUTING CO.	6/16/2016	$7,715.32
Paid Chk# 044251	MENARDS - CAMBRIDGE	6/16/2016	$63.28
Paid Chk# 044252	METAL COATING&MFG.CO.	6/16/2016	$343.60
Paid Chk# 044253	MINNCO CREDIT UNION	6/16/2016	$2,131.07
Paid Chk# 044254	MINNEAPOLIS FINANCE	6/16/2016	$160.20
Paid Chk# 044255	MINNESOTA EQUIPMENT	6/16/2016	$337.65
Paid Chk# 044256	MLB PRINTING, INC.	6/16/2016	$200.00
Paid Chk# 044257	MN DEPT OF REVENUE	6/16/2016	$21,670.00
Paid Chk# 044258	NORTH 65 CHAMBER OF COMM	6/16/2016	$75.00
Paid Chk# 044259	NORTH BRANCH ELECTRIC	6/16/2016	$393.60
Paid Chk# 044260	NORTH COUNTRY LAWN CARE	6/16/2016	$587.50
Paid Chk# 044261	PARTNERS TITLE LLC	6/16/2016	$50.00
Paid Chk# 044262	PHILLIPS WINE & SPIRITS, INC.	6/16/2016	$2,474.00
Paid Chk# 044263	PROGRESSIVE BUILDERS	6/16/2016	$8,000.00
Paid Chk# 044264	RED BULL DISTRIBUTION	6/16/2016	$218.75
Paid Chk# 044265	REICHMANN, WADE	6/16/2016	$1,589.42

CITY OF ISANTI

*Check Summary Register©

June 2016

AP160603
(page 2 of 2)

	Name	Check Date	Check Amt
Paid Chk# 044266	RIVERSIDE MARKET	6/16/2016	$7.22
Paid Chk# 044267	S&P GLOBAL RATINGS	6/16/2016	$10,500.00
Paid Chk# 044268	SAMES, RICHARD	6/16/2016	$50.00
Paid Chk# 044269	SAND, SAMANTHA	6/16/2016	$76.65
Paid Chk# 044270	SCHARBER, CARLA	6/16/2016	$28.46
Paid Chk# 044271	SEMLER HOMES	6/16/2016	$6,000.00
Paid Chk# 044272	SOUTHERN WINE & SPIRITS	6/16/2016	$3,560.53
Paid Chk# 044273	STAPLES ADVANTAGE	6/16/2016	$663.02
Paid Chk# 044274	THORPE DISTRIBUTING CO.	6/16/2016	$254.50
Paid Chk# 044275	TOSHIBA FINANCIAL SERVICES	6/16/2016	$375.06
Paid Chk# 044276	URBANS HARDWARE	6/16/2016	$329.57
Paid Chk# 044277	VIKING COCA-COLA BOTTLING	6/16/2016	$289.50
Paid Chk# 044278	WATSON CO., INC.	6/16/2016	$1,244.03
Paid Chk# 044279	WEX BANK	6/16/2016	$2,133.98
Paid Chk# 044280	WISE GUYS PLUMBING, INC.	6/16/2016	$600.00
		Total Checks	$248,590.07

City of Isanti

Gross Payroll	77,704.98
Social Security & Medicare	4,167.97
Public Employees Retirement	8,021.91
Total City Expense	89,894.86

Pay Date 6-17-2016

Pay Period 13 (5/29 - 6/11/16)

CONTRACTOR'S PAY REQUEST RAILROAD AVENUE POND CITY OF ISANTI, MINNESOTA BMI PROJECT NO. R13.108231	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)
TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$96,248.68
TOTAL, COMPLETED WORK TO DATE	$97,036.93
RETAINED PERCENTAGE (0%)	$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$97,036.93
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$53,261.80
PAY CONTRACTOR AS ESTIMATE NO. 2-FINAL	$43,775.13

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Dirtworks Inc.
P.O. BOX 169
Cedar, MN 55011-169

By _____ President
Name Title

Date 06/10/2016

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DR., RAMSEY, MN 55303

By _____, CITY ENGINEER
BRAD DEWOLF, P.E.

Date 6/8/2016

APPROVED FOR PAYMENT:
OWNER: CITY OF ISANTI

By _____
Name Title Date

And _____
Name Title Date

Partial Pay Estimate No.: 2

RAILROAD AVENUE POND
CITY OF ISANTI, MINNESOTA
BMI PROJECT NO. R13.108231
WORK COMPLETED THROUGH May 27, 2016

ITEM NO.	ITEM	UNIT PRICE	AS BID ESTIMATED QUANTITY		AS BID ESTIMATED AMOUNT	PREVIOUS ESTIMATE ESTIMATED QUANTITY		PREVIOUS ESTIMATE ESTIMATED AMOUNT	COMPLETED TO DATE ESTIMATED QUANTITY		COMPLETED TO DATE ESTIMATED AMOUNT
1	MOBILIZATION	$2,500.00	1	LS	$2,500.00	0.5	LS	$1,250.00	1.00	LS	$2,500.00
2	CLEARING & GRUBBING	$3,000.00	1	LS	$3,000.00	1	LS	$3,000.00	1.00	LS	$3,000.00
3	REMOVE WOOD DEBRIS STOCK PILE	$500.00	1	LS	$500.00	2.1	LS	$1,050.00	2.10	LS	$1,050.00
4	REMOVE CONCRETE CURB & GUTTER	$4.00	40	LF	$160.00	0	LF	$0.00	40.00	LF	$160.00
5	REMOVE BITUMINOUS PAVEMENT	$3.00	80	SY	$240.00	0	SY	$0.00	124.00	SY	$372.00
6	DEWATERING	$4,500.00	1	LS	$4,500.00	0.5	LS	$2,250.00	0.50	LS	$2,250.00
7	SANDFILL & ABANDON STORM PIPE	$10.00	210	LF	$2,100.00	0	LF	$0.00	210.00	LF	$2,100.00
8	BULKHEAD STORM SEWER	$450.00	2	EA	$900.00	0	EA	$0.00	2.00	EA	$900.00
9	POND EXCAVATION (EV) (P)	$6.74	2520	CY	$16,984.80	2520	CY	$16,984.80	2,520.00	CY	$16,984.80
10	AGGREGATE SURFACING CL 5 (CV)	$25.00	15	CY	$375.00	19.69	CY	$492.25	19.69	CY	$492.25
11	TOPSOIL BORROW (LV)	$14.00	125	CY	$1,750.00	10	CY	$140.00	10.00	CY	$140.00
12	BITUMINOUS PATCH	$85.00	80	SY	$6,800.00	0	SY	$0.00	127.00	SY	$10,795.00
13	CONCRETE CURB & GUTTER DESIGN B618	$57.00	40	LF	$2,280.00	0	LF	$0.00	65.50	LF	$3,733.50
14	24" RC PIPE SEWER	$41.44	85	LF	$3,522.40	0	LF	$0.00	85.00	LF	$3,522.40
15	24" RC PIPE APRON	$1,340.53	1	EA	$1,340.53	0	EA	$0.00	1.00	EA	$1,340.53
16	CONSTRUCT DRAINAGE STRUCTURE DEISIGN 48-4020	$1,409.86	5.3	LF	$7,472.26	0	LF	$0.00	5.30	LF	$7,472.26
17	CONNECT TO EXISTING STORM SEWER	$800.00	1	EA	$800.00	0	EA	$0.00	1.00	EA	$800.00
18	RANDOM RIP RAP CL III	$48.00	395	TON	$18,960.00	359.5	TON	$17,256.00	359.50	TON	$17,256.00
19	CASTING ASSEMBLY	$600.00	1	EA	$600.00	0	EA	$0.00	1.00	EA	$600.00
20	TRAFFIC CONTROL	$1,200.00	1	LS	$1,200.00	0.25	LS	$300.00	1.00	LS	$1,200.00
21	STORM DRAIN INLET PROCTECTION	$100.00	1	EA	$100.00	1	EA	$100.00	1.00	EA	$100.00
22	ROCK CONSTRUCTION ENTRANCE	$600.00	1	EA	$600.00	1	EA	$600.00	1.00	EA	$600.00
23	EROSION CONTROL BLANKET CAT. 3, SEED MIX 25-131, FERTILIZER TYPE 3	$2.75	1250	SY	$3,437.50	1288	SY	$3,542.00	1,288.00	SY	$3,542.00
C01	WAGE RATES	$14,000.00	1	LS	$14,000.00	0.65	LS	$9,100.00	1.00	LS	$14,000.00
C02	UNMARKED WATERLINE REPAIR	$2,126.19	1	LS	$2,126.19	0	LS	$0.00	1.00	LS	$2,126.19
	TOTAL AMOUNT				$96,248.68			$56,065.05			$97,036.93

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
May 3, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 8:05 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Dan Collison, Steve Lundeen, Paul Bergley and Tara Hallberg

Commissioners Absent:

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

Economic Development Director Sullivan asked for Item 4.5 Consider Authorizing Letter of Support for JCF and MIF Funding be added to Agenda.

2. Approval of Agenda

Motion to approve Agenda with addition of Item 4.5 by Lundeen, second by Bergley, motion carried unanimously.

3. Approve Minutes of April 5, 2016 Regular Economic Development Meeting

Motion by Collison second by Lundeen to approve the minutes for April 5, 2016. Motion carried unanimously.

4. Consider Economic Development Director Request for Training at IEDC Real Estate Development and Reuse Course

Economic Development Director Sullivan presented the staff memo highlighting the great opportunity and cost savings of this course. He added this this opportunity was recent made available and he thought it beneficial to his professional development.

Motion by Lundeen, second by Collison to recommend to the Finance Committee to reallocate $250 from EDA marketing 495 to Training 208 and t recommend registering for IEDC Course on May 19-20. Motion passed unanimously.

4.5 Consider Authorizing Letter of Support for JCF and MIF Funding

Economic Development Director Sullivan outlined the use of MIF and JCF in Isanti and that a letter offering support was recommended by Staff. The City Council authorized the same letter of support at the May 3 City Council Meeting.

Motion by Lundeen second by Bergley to authorize President Wimmer to sign Letter of Support for JCF and MIF on behalf of the EDA. Motion passed unanimously.

5. Other Business / Updates / Communications

Economic Development Director Sullivan asked if there were any questions in regards to the staff memo and offered more detail on each item if requested.

Sullivan highlighted that the City is at 31 new single family housing permits and based on last year's pace we are halfway to the final projected total.

President Wimmer stated the projections call for 35 and it is very likely we will exceed that. He also indicated that J Robinson Construction, Inc. had built out their entire 33 unit development. President Wimmer indicated the review of construction plans for Allina were nearly complete and that construction would commence in the near future. He state that Representative Johnson was a supporter if JCF and MIF for the City of Isanti. Mayor Employer Celebration day on June 7, 2016.

Sullivan stated that Coborn's was present at East Central MN Job Fair.

President Wimmer stated the he, Economic Development Director Sullivan, and Commissioner Mike Warring of Junction Bowl collaborated to find a location for Coborn's to have its 3 week job fair in June.

a. Business Prospects
b. GPS 45:93
c. EDAM
d. East Central MN Job Fair
e. Mayor's Employer Celebration Day
f. ISD 911 Business Advisory Committee
g. NLX Steering Committee Update
h. 100- 102 Dahlin
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 8:18 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 3rd day of May, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
MAY 10, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Greg Cesafsky, Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: None.

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from April 12, 2016 Planning Commission Meeting.

Duncan questioned if there were any comments or changes to the minutes.

Motion by Bergley second by Lundeen to approve the April 12th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Jim Bergman for approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Bergley asked if the two trailers currently within the parking lot will be an issue.

Achman stated it would not be on issue as there is enough on-site parking. Achman continued by stating that at some point in the past, this business had paved into the railroads right-of-way. The Conditional Use Permit states that no portion of the vehicle sales operation are to occur within the railroad right-of-way unless proof of permission is provided.

Duncan asked if the City can allow the 9 stalls shown on the site plan without a way in or out of the stalls without driving on the railroad right-of-way.

Achman stated the stalls could be angled stalls in order to pull into them and the stalls drawn are not exactly to scale. It appears to be possible to get into or out of the stalls with minor adjustments.

Lundeen stated that it would be up to the landowner to make arrangements with the railroad if they'd like to use the railroad right-of-way.

Duncan stated that part of approving the conditional use permit application is making sure the use has the appropriate amount of parking, correct. Achman confirmed that is the case.

Duncan closed the public hearing.

Motion by Kennedy second by Bergley to recommend approval of request from Jim Bergman for approval of a Conditional Use Permit to operate a Motor Vehicle Sales Office and Display at 11 Heritage Boulevard NW, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
9. All vehicles and activities shall remain on the property owned by James Walters. No vehicles or activities are to be permitted on the paved area extending in to the Railroad right-of-way without proof of permission from the Railroad.

Motion carried unanimously.

B. Request from Minnco Credit Union for approval of an Interim Use Permit to allow for Temporary Motor Vehicle Sales on the property located at 309 and 311 Credit Union Dr. NE, Isanti.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Lundeen stated that Minnco has been doing this for a long time and they've been very diligent keeping things running smoothly.

Bergley asked if there have been any issues with Minnco working with surrounding businesses for parking.

Achman stated that she has not been informed of any issues with this operation.

Duncan closed the public hearing.

Motion by Lundeen second by Bergley to recommend approval of request from Minnco Credit Union for approval of an Interim Use Permit to allow for Temporary Motor Vehicle Sales on the property located at 309 and 311 Credit Union Dr. NE, Isanti, Minnesota based on the Findings of Fact and Conclusion and with the following conditions:

1. Any temporary signage that may be located on the property for the event would be required to meet the requirements of Section 16 Signs of the Zoning Ordinance. A Temporary Sign Permit Application shall be submitted for City staff review and approval prior to placement on the property before the event.
2. All of the dealerships participating in the temporary motor vehicle sales event shall have obtained the appropriate license from the State of Minnesota to conduct motor vehicle sales.
3. Any customers coming to the event must park in designated parking areas and shall not be permitted to drive into the sales area.
4. The Minnco Credit Union shall work with surrounding businesses for additional or overflow parking options. A copy of the written approval from such property owners shall be provided to the City.
5. Access to the vacant lot shall be from the Minnco property at 311 Credit Union Drive NE only, as shown on the site plan as provided. Access to the vacant lot shall not be from County Road 5 NE or the property located to the west of 309 Credit Union Drive NE.
6. Minnco Credit Union shall be responsible for returning the site to the condition it was in prior to the event. All waste shall be removed from the site and any damage to the turf shall be re-established.
7. The Interim Use Permit is granted to Minnco Credit Union for the following dates and times: Friday, June 17th, 2016 from 12:00 p.m. to 6:00 p.m. and Saturday, June 18th, 2016 from 9:00 a.m. to 3:00 p.m. Time will be permitted before and after the event on the same days specified for set-up and removal of vehicles.

Motion carried unanimously.

C. Continuation of a Request from the City of Isanti to Amend Zoning Ordinance 445, Section 14: Performance Standards to include fencing/barricade requirements for swimming pools.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Duncan asked what the requirement would be if the pool exceeded 24 inches in depth, but not 5,000 gallons.

Achman stated that both criteria need to be met in order to require a building permit or fencing.

Bergley asked how the depth or fencing would be affected if the pool was partially dug down into the ground.

Achman stated that the sidewall above ground would still need to be a minimum of 48 inches.

Duncan closed the public hearing.

Motion by Lundeen second by Cesafsky to recommend approval of the request from the City of Isanti to Amend Zoning Ordinance 445, Section 6: Residential Districts and Section 14: Performance Standards to include fencing/barricade requirements for swimming pools based on the Findings of Fact and Conclusions. Motion carried unanimously.

4. Other Business.

A. Meeting date changes in August and November due to the Election

Duncan read the item into the minutes.

Achman presented the memo.

Duncan stated that moving the meetings to Wednesday made sense.

Bergley stated he preferred Thursdays.

Lundeen stated the sooner the meeting is held the better in order to keep things on track.

Motion by Lundeen second by Kennedy to approve the amended Planning Commission meeting dates. Motion carried with Bergley voting Nay.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Lundeen second by Bergley to adjourn the May 10th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:22 p.m.

Dated at Isanti, Minnesota this 10th day of May 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A LOCAL GAMBLING PERMIT TO THE MILITARY ORDER OF THE COOTIES AUXILIARY TO ISANTI RUM RIVER RATS PUP TENT #99

WHEREAS, the Military Order of the Cooties Auxiliary has applied for a Local Gambling Permit for a Bingo Fundraiser to be held on July 9, 2016 at VFW Post #2735 located at 410 Railroad Street, Isanti, MN 55040, and;

WHEREAS, the value of prizes will be less than $1,500; and

WHEREAS, proceeds from Bingo are to be used for charitable donations; and

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

WHEREAS, the applicant successfully passed a background check by the Isanti Police Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to approve a Local Gambling Permit to the Military Order of the Cooties Auxiliary to hold a Bingo fundraiser on July 9, 2016 at 410 Railroad Street, Isanti, MN 55040.

This resolution was duly adopted by the Isanti City Council this 21st day of June 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

A Community For Generations.

Isanti

APPLICATION FOR LOCAL GAMBLING PERMIT

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: Military Order of the Cooties Auxiliary Rum River Rats #99

Address of Organization: 910 Railroad, Isanti MN 55040

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Linda Borreson — Name — Address — Phone No.

Karen St. Cyr — Name — Address — Phone No.

Lois Hoel — Name — Address — Phone No.

Type of Event: Family Bingo Date of event: July 9, 2016

Use of Proceeds: Hospitalized Veterans

910 Railroads Isanti, MN 55040
Location and address of event:

VFW #2735

Estimated value of prizes to be awarded: $250.00

Name of applicant: Linda Borreson Applicant's phone number: Cell

Signature of applicant: Linda Borreson Home

Date: 6.2.16

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Military Order of the Cootie Auxiliary #99

Previous Gambling Permit Number:

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any:

Mailing Address: 410 Railroad Ave SE

City: Isanti State: MN Zip: 55040 County: Isanti

Name of Chief Executive Officer (CEO): Linda Borreson, President

Daytime Phone: Cell Email:

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☒ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): VFW Post #2735

Address (do not use P.O. box): 410 Railroad Ave SE

City or Township: Isanti Zip: 55040 County: Isanti

Date(s) of activity (for raffles, indicate the date of the drawing): July 9th 2016

Check each type of gambling activity that your organization will conduct:

☒ Bingo* ☒ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☒ Raffle **(total value of raffle prizes awarded for the calendar year: $** 250 00 **)**

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to **www.mn.gov/gcb** and click on ***Distributors*** under ***List of Licensees***, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

____ The application is acknowledged with no waiting period.

____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

____ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

____ The application is acknowledged with no waiting period.

____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

____ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Linda Borreson Date: 4·25·16
(Signature must be CEO's signature; designee may not sign)

Print Name: Linda Borreson

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status, and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

City of Isanti
110 1st Ave NW
PO Box 428
Isanti MN 55040 (763) 444-5512

Receipt No: 1.014280 Jun 2, 2016

Linda Borreson

LICENSES & PERMITS	
7-9-16 Family Bingo Mltry Ordr of the Cooties RR Rats #99	50.00
Total:	50.00
CHECK	
Check No: 4141	50.00
Payor:	
Linda Borreson	
Total Applied:	50.00
Change Tendered:	.00

06/02/2016 04:33PM

L.6.

TO: Mayor Wimmer and City Council

FROM: Don Lorsung, City Administrator

DATE: June 13, 2016

RE: Resolution Adopting Amendment to Nuisance Lot Mowing Policy

At the June 6, 2016 City Council Meeting, staff received direction to amend the current nuisance lot mowing policy to revise the number of days of the mowing re-checks from 14 days to 7 days. Attached for your consideration is the amended resolution that changes the re-checks for second and subsequent mowing's to 7 days.

RESOLUTION NO. 2016-____

RESOLUTION ADOPTING AMENDMENT TO NUISANCE LOT MOWING POLICY

WHEREAS, the City of Isanti has recognized the need to regulate the growth of noxious weeds and rank growths of vegetation on property in the City, declaring them as a Public Nuisance Affecting Health and providing the ability through City Ordinance to abate such situations; and,

WHEREAS, the City Council has identified that both developed lots and vacant lots adjacent to developed properties within the City have growths of noxious weeds and rank vegetation that require abatement under City Ordinance; and,

WHEREAS, the City Council recognizes that a policy is necessary to provide the process and steps necessary for the mowing of such nuisance lots; and,

WHEREAS, the City Council of the City of Isanti adopted Resolution No. 2012-218, which established a new nuisance lot mowing policy and Resolution 2014-133, which amended the nuisance mowing policy; and,

WHEREAS, since the adoption of Resolution No. 2014-133, there are concerns regarding the timeframe for second and subsequent mowing of property that continue to be nuisance properties; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the amended Nuisance Lot Mowing:

1. City staff receives a nuisance complaint or non-compliance is observed by City staff for rank growths of grass and vegetation. The complaint is forwarded in writing to the Code Enforcement / Zoning Tech (CE/ZT). If the property is identified as a vacant foreclosed property and other nuisances are identified on said property, these will also be forwarded to the CE/ZT for review.
2. The CE/ZT performs a site visit to verify the complaint. A minimum height of eight (8) inches of weeds, grass or a combination is required on the lot, or any portion of the lot, in order to be declared a nuisance lot to be mowed. Documentation of the height of the weeds, grass, or combination will be kept on file with the CE/ZT.
3. Upon verification of the nuisance, the CE/ZT identifies the property owner, owner of record, or a property contact. On identified foreclosed properties, a property contact will be attempted if the City has record of a party that is involved with the property. This contact is not necessary to effect establishment of a date certain for nuisance abatement.
4. The CE/ZT posts a notice on the door or sends a letter to the property owner, property contact, or owner of record giving a date certain that the property must be mowed. The initial notice of violation letter will include information regarding the cyclical ~~fourteen (14)~~ seven (7) day re-check, and potential subsequent mowing that may take place should the property be non-compliant on the date provided within the letter.
5. The CE/ZT tracks the date that the property must be mowed by.
6. On the date that the property must be mowed, the CE/ZT to perform a second site visit. The CE/ZT will document the conditions found on the property.
7. If the nuisance remains, the CE/ZT will notify the mowing contractor hired by the City to mow the property and remove the nuisance situation. Once an invoice is received for the mowing contractors' services, the list of properties abated will be sent to the Utility Billing Clerk. City staff will bill the property owner, property contact, or owner of record for the costs of mowing.

8. Once a nuisance has been abated on the property by the City, the property will be re-checked on a cyclical basis (every ~~fourteen (14)~~ seven (7) days).
    a. If the property has no further nuisance situation after being re-checked twice, it will be removed from the list. Another formal complaint, as provided in Step 1, will need to be filed on the property for the City to take any further action.
    b. If the property continues to have a nuisance situation upon re-check, the property will continue to be mowed every ~~fourteen (14)~~ seven (7) days.

This resolution was duly adopted by the Isanti City Council this 21st day of June 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

A Community For Generations.

Isanti

L.7.

To: Mayor Wimmer and City Council Members

From: John Jacobi, Liquor Store Manager

Date: June 13, 2016

Subject: Donation Request for MMBA "Support OUR Troops" Supplies Drive promotion in-store

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Background:
Each year the MMBA supports many different organizations for the sole purpose of raising funds as well as supply donations to help support local active military personnel in our area. I am requesting that we promote this program in-store and customers can donate non- perishable food items or a cash donation in any amount they wish to help support this program. The dates of the donations are July 1st through July 31st 2016.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING DONATION BOX AT LIQUOR STORE

WHEREAS, on June 2, 2009 City Council approved a donation box policy; and

WHEREAS, Isanti Liquor is requesting use of a donation box at the liquor store in support of the MMBA "Support Our Troops" supplies drive promotion; and

WHEREAS, the Liquor Committee has reviewed the request and recommended its approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota hereby approves placement of a donation box for the "Support Our Troops" Supplies Drive at the Isanti Liquor Store from July 1st, 2016 through July 31st, 2016.

Adopted by the Isanti City Council this 21st day of June 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

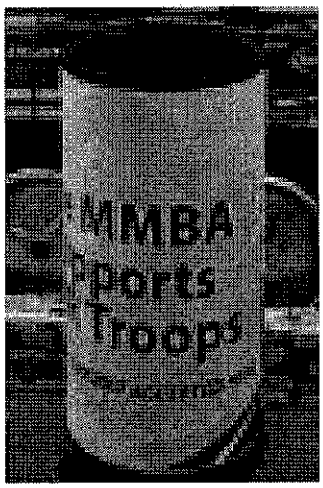
(SEAL)

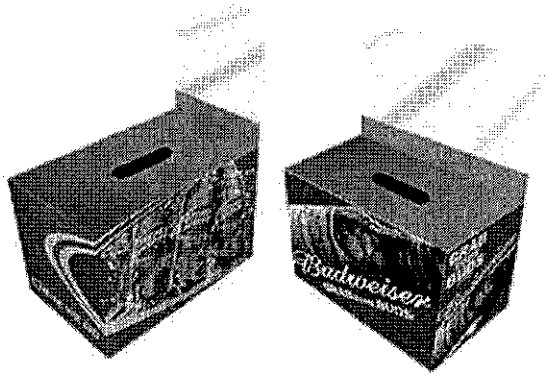
Anheuser Busch & Minnesota Municipals

3rd Annual MMBA "Support OUR Troops" Supplies Drive

In the continuing effort to help members Promote the Community Value of their Municipal Liquor Operation, MMBA, in partnership with Anheuser-Busch, is coordinating the *Third Annual Municipal "Support OUR Troops" Supplies Drive* **benefiting your local active military personnel.**

This is an effort to support active military personnel in your area serving our country around the world. We'll be raising both supplies and funds. You in turn will donate everything to the service members of your choice.





Participating cities will be randomly drawn to win one of ten $200 donations to your supplies drive effort.

So, everyone has a chance to win!

Here are additional details:

- The Supplies Drive will run from July 1st – July 31st, 2016.

- Each participating MMBA member will collect supplies to be sent to troops actively serving our country. Items can include non-perishable food, toiletries, batteries, sunscreen, lip balm, deodorant, eye drops, beef snack sticks, mouthwash, powder, itunes Gift cards, AAA & AA batteries and anything else that will cheer a soldier up.

- Wholesalers will provide customized signage, assist with designing and building displays to fit retailer needs and provide collection bin/box to collect items.
    - Wholesaler custom signage can include pictures/names of the beneficiary the store designates

- Customers will be encouraged to "sign up" local troops in store.

- Municipalities will work with local families of troops to get the items to those troops.

If you would like to participate in this event, contact the MMBA Office at:

Phone: 763-572-0222 or 866-938-3925
Email: kaspszak@visi.com

If you have questions about POS, please address with your local Anheuser-Busch Distributor.

If you have any issues contacting your local distributor, please contact Michael Maxwell:

Cell: (816)806-2305
Michael.Maxwell@Anheuser-Busch.com

Thanks for your participation!!!!!

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assistant City Admin.

Date: June 21, 2016

Subject: Consider Resolution Authorizing the Repair of the Komatsu Grader

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Background:
The 1996 Komatsu Grader is a piece of equipment used in snow removal and also grading the City alleys. It has undergone some repairs in the past which included a transmission rebuild and a new radiator in 2009. For the past couple years there have been issues with oil in the coolant and also other problems that have warranted a thorough look-through of the equipment. Road Machinery and Supplies found that there is a leaking head gasket, transmission cooler that needs to be replaced and also a differential belt that needs replacing. The quoted costs, not including freight charge to bring the grader to their shop, is $9,842.06.

The Komatsu Grader was initially put into the Capital Replacement schedule for 2015. Based on the year and keeping it for a lifespan of 15 it is possible that it should have been up for replacement in 2011 however the repairs that were performed in 2009 assisted in giving it more life. The cost of a plow truck is equivalent to a grader. A plow truck would be able to salt and better maneuver the streets/curbs of Isanti. A plow truck should be considered when the Grader is up for replacement.

Finance Committee Recommendation
The Finance Committee recommended at their June 9th, 2016 meeting that the repairs to the Grader be done by the recommended vendor with the funding source as Streets – Repairs (404).

Request:
Staff is requesting action on this item.

Attachment:
- Resolution No. 2016-XXX
- Quote from Road Machinery and Supplies

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING THE REPAIR OF THE KOMATSU GRADER

WHEREAS, the 1996 Komatsu Grader, GD650A, is in need of repair; and,

WHEREAS, the repairs needed include a leaking head, transmission cooler, and differential belt; and,

WHEREAS, staff obtained a quote from Road Machinery & Supplies Company who was the only vendor that could be found to work on the equipment in the area; and,

WHEREAS, the quote was in the amount of $9,842.06 not including the freight charge to bring the equipment to their shop should that be necessary; and,

WHEREAS, contingency of 10% will be added to include unforeseen issues once the equipment has been disassembled; and,

WHEREAS, the Finance Committee met to discuss the repair and quote and made the recommendation to repair the Grader since it will be used as a critical piece of equipment for snow removal for at least three years; and,

WHEREAS, the funding source will be Streets, Equipment/Repairs (expense code 404);

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

1. Hereby accepts the quote from Road Machinery & Supplies Company and contingency in the amount of $10,826.26, not including freight, for repair of the 1996 Komatsu Grader.
2. Authorize the Public Services Director to sign the required documents for such repair.
3. Authorize payment, if necessary, at time of services and prior to inclusion on the Accounts Payable listing.

Adopted by the Isanti City Council this 21st day of June, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Road Machinery & Supplies

Service Estimate

CORPORATE HEADQUARTERS
5633 West Highway 13
Savage, Minnesota 55378
PHONE 952/895-9595
TOLL 800/888-9515
FAX 952/895-9564

Customer: CITY OF ISANTI	Date: 6/1/16
Contact Person: MATT SYLVESTER	Machine Make: KOMATSU
Phone # 763-772-5850	Machine Model # GD650A
Fax	Machine Serial # 203230

R&R RADIATOR, R&R HEAD GASKET
DIFF BELT

Prices are guaranteed for 10 working days.
You will be notified of any additional problems found after complete disassembly These costs Will be in addition to this estimate.

Mileage & freight is in addition to this estimate
Sales tax is in addition to this estimate

Parts:	$ 5156.06
Labor:	$ 4320.00
Shop Supplies	$ 216.00
EPA Charge	$ 75.00
Oil & Grease	$ 75.00
Freight	$ additional
Tax	$ additional
TOTAL	$ 9842.06

PREPARED BY:

Accepted By:

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: June 14, 2016
Subject: Reserve Officer Hiring - Replacement

MEMO

Background:

The City of Isanti has a Police Reserve Unit that is a volunteer group. At the June 7th 2016 City Council meeting, the City Council accepted four reserves resignations in good standing and one reserve was terminated. The City Council also authorized the replacement of these positions within the reserve roster.

The Police Department has received periodic applications for the position of a volunteer Police Reserve. Lt. Muyres has reviewed, interviewed and backgrounded the candidates below and recommends the following candidates to the City Council for the position of Volunteer Isanti Police Reserve:

1. Danny Richardson Jr.
2. Evan Peterson
3. Andrew Sammis – Pt. Liq. Store Employee
4. Keith Peterson

Action:
I ask that the City Council to review, consider and approve the hiring of the above four candidates to fill vacancies within the Volunteer Isanti Police Reserves Program.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016 -____

A RESOLUTION AUTHORIZING FILLING OF VACANCIES TO THE ISANTI POLICE RESERVE UNIT BY HIRING ANDREW SAMMIS, EVAN PETERSON, KEITH PETERSON AND DANNY RICHARDSON JR.

WHERAS, the City of Isanti has authorized the police department to keep a roster of 13 voluntary police reserve positions; and

WHEREAS, the Police Department recently accepted the resignation of five police reserves and authorization was given to fill those positions; and

WHEREAS, reserve applications were received and reviewed; and

WHEREAS, selected candidates were interviewed and backgrounded for hire by Lt. Muyres and are commended to fill current vacancies within the police reserve program; and

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

1. Filling four of the current vacancies within the Volunteer Isanti Police Reserve Program by hiring Danny Richardson Jr., Evan Peterson, Andrew Sammis and Keith Peterson

Adopted by the Isanti City Council this 21st day of June 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources / City Clerk

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK TO CHRISTIE VISSER

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Liquor Store Part-Time Clerk position; and

WHEREAS, the Interviewing Panel selected Christie Visser as the most qualified candidate for the open Part-Time Clerk position. A successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Liquor Store Part-Time Clerk position to Christie Visser for the City of Isanti and that she shall be eligible to start in that position on or after June 22, 2016.
2. That Christie Visser shall start at Step 1 of the Wage Scale at $10.57/hr.
3. That Christie Visser shall be on probationary status per the Personnel Policy in the position of the Part-Time Clerk position effective June 22, 2016, or her start date, whichever is later.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 21st day of June, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
June 7, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:34 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Dan Collison, Steve Lundeen, Ross Lorinser (Sworn in during Agenda Item 2.5) and Paul Bergley

Commissioners Absent: Tara Hallberg (Excused)

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

President Wimmer asked for Item 2.5 Oath of Office for Ross Lorinser to be added to Agenda.

2. Approval of Agenda

Motion to approve Agenda with addition of Item 2.5 by Lundeen, second by Collison, motion carried unanimously.

2.5. Oath of Office for Ross Lorinser

Economic Development Director Sullivan administered the Oath of Office for Commissioner Lorinser.

Motion by Dragisich second by Lundeen to appoint Ross Lorinser Vice President of EDA, motion carried unanimously.

ED Director Sullivan stated he would bring back a Resolution to the next EDA meeting for adoption to amend officers for EDA.

3. Approve Minutes of May 3, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Bergley to approve the minutes for May 3, 2016. Motion carried unanimously.

4. Update and Discussion on Progress of Hotel

DRAFT

Economic Development Director Sullivan outlined the staff memo which included the recent history regrading efforts to bring a Hotel to Isanti. He highlighted the favorable study and the method that staff had been using to get interest in the hotel and to attract investors. 33 and 49 unit concepts with a pool were outlined in the study with associated project and financing cost and potential rate on return investment. Sullivan indicated that the study showed market demand of 70-80 rooms.

President Wimmer gave more history regarding the City Council position on willingness and methods to use to help bring a Hotel to Isanti. The direction given to Council was to bring a finance package to the RLF Committee for review that showed the gap and a request for assistance for the project. He also stated the a discussion took place during 2016 Council Goal Setting and that there was not a strong appetite from the City Council for the City to be involved in long-term or majority ownership of the project. He did state that in order for the city to get a hotel he felt the City would have to be involved but the role might need to be larger

Discussion ensued.

Commissioner Dragisich asked if another approach that included a fitness component and restaurant component to the project. This approach would allow for additional revenue streams which could minimize risk for primary investors and also bring items that the community is asking for.

President Wimmer stated that he believes that a hotel will be built in the area in the next 2 years. He indicated the Isanti Indoor Arena bring a year round draw to Isanti and that it helps generate demand for rooms. He thought looking at adding additional components might be worth a shot.

Commissioner Lundeen indicated the he heard that Cambridge was looking to update their study.

Sullivan stated that a lodging tax would also be a revenue source to help offset City costs. The use of the funds are limited marketing and tourism of the city.

President Wimmer asked the EDA commissioners to voice their level of interest in expanding the City role (including ownership options) to bring a Hotel to Isanti. He said that that it is a philosophical discussion on whether the City should be involved in a project of this type.

Dragisich asked about engaging restaurant that have partners with hotels if they would have an interest in being a partner in hotel of Isanti.

Commissioner Lundeen stated the rooftops drive restaurant investment. We don't meet a lot of the demographic criteria needed to bring in restaurants.

Discussion ensued.

Commissioner Lorinser asked of the have been other City owned hotels.

Sullivan indicated he was aware of EDA owned hotels in tourist locations and that City owned hotels were not common.

Commissioner Lorinser asked how we would know if the study is legitimate and something to be trusted.

ED Director Sullivan stated the IDM did the objective study and that there reputation is attached to that study. That is why the City contracted with an objective party so we could get an honest opinion of the market conditions and chances for success.

Commissioner Lorinser asked about the city and taxpayer exposure to a hotel deal if the City had an ownership stake.

ED Director Sullivan stated that it depends on how it is structured. To date there is not a specific structure to review so exposure can't be analyzed. He asked if he was to explore options on how the city could be involved.

Commissioner Lundeen indicated that he didn't want to see a big tax increase due to a hotel project.

Discussion ensued.

There was discussion outlining hypothetical scenarios and how the City exposure or risk would be analyzed. Project scope limited room count to 49 or less. Discussion about city owned hotels ensued with Commissioner Collison referencing the Cedar Rapids version. Consensus was that a hotel is needed in Isanti but we must be cautious in the City Approach.

ED Director Sullivan stated the approach we are using right now is the safest as puts us in a position to evaluate a proposal before committing the City. He warned against negotiating against ourselves or putting our cards on the table first.

President Wimmer stated that he wanted to share on the upside of a project if the City is an owner in the project.

Sullivan asked the EDA to consider the following options or hybrids and to give direction:

1) Status Quo –Shop study and continue to ask for proposals
2) Explore partial City ownership and how it might look (50% or less), spend some money potentially to have Northland Securities to provide some opinion or guidance.
3) Seek TIF or Special legislation for project in 2017 session (spend money on lobbyist…)

Discussion ensued.

Motion by Lundeen, second by Collison to direct Economic development team to work with prospects that could include partial EDA ownership (incentives) and to bring proposals back for review and to work with Northland Securities to get a better definition on how partial city ownership might look and to raise the priority of this project. Motion carried unanimously.

5. Other Business / Updates / Communications

a. Business Prospects
b. Mayor's Employer Celebration Day

c. ISD 911 Business Advisory Committee
d. NLX Steering Committee Update
e. IEDC Training
f. EDAM Summer Conference
g. 100- 102 Dahlin
h. Housing Starts in 2016
i. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 8:36 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 7th day of June, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

M.2.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
JUNE 14, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Greg Cesafsky, provided prior notice. Jeff Duncan, no notice given.

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from May 10, 2016 Planning Commission Meeting.

Bergley questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Kennedy to approve the May 10th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota.

Bergley read the item into the minutes.

Achman presented the staff memo.

Bergley opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Motion by Kennedy second by Lundeen to recommend approval of the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota based on the findings of fact and conclusions with the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.

2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Motion carried unanimously.

B. Request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota.

Bergley read the item into the minutes.

Achman presented the staff memo.

Bergley opened the public hearing.

Catherine Klobe, Co-Founder of St. Scholastica, approached the podium to let the Planning Commission know she was in attendance if there were any questions of the school.

Bergley asked if there are any safety concerns at the corner of Whiskey Rd and Oakwood St where many students cross and whether the safety patrol was notified that there will be additional students in the area.

Kennedy stated there is already a crosswalk in that area and posted patrols.

Achman stated that the School for All Seasons was notified through the public hearing process that St. Scholastica was requesting to locate within St. Elizabeth's.

Bergley closed the public hearing.

Motion by Kennedy second by Lundeen to recommend approval of the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota based on the findings of facts and conclusions with the following condition:

1. An enrollment of greater than 80 students shall require an amendment to the Conditional Use Permit.

Motion carried unanimously.

C. Request from the City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update the fencing requirement within drainage easements.

Bergley read the item into the minutes.

Achman presented the staff memo.

Bergley opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Lundeen asked of the amendment was mostly verbiage.

Achman stated that it was but it also adds a stipulation that if the property owner wants to install the fence within the flow path, they can do so as long as the fence is raised up from the ground by 4 inches. There must be free flow of water under the fence.

Motion by Kennedy second by Lundeen to recommend approval of the request from City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements. Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Kennedy second by Lundeen to adjourn the June 14th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:13 p.m.

Dated at Isanti, Minnesota this 14th day of June 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

A Community For Generations.
Isanti

Isanti Police Department Monthly Report

May 2016

Reported Crime	Month to Date	Year to Date
Theft	13	65
Assault	5	17
Vandalism/Damage to Property	9	36
Narcotics	5	17
Burglary	1	11
Domestics	2	33
Crim Sex	3	5
Robbery	0	0
Loud Party/Disturbance	9	37
Medical	20	106
Permit to Purchase (Eff 3/1/2016)	7	22

Traffic Offenses	Month to Date	Year to Date
No Insurance	13	33
DUI	4	9
Accidents	7	27
Hit & Run	0	1
Warrant P/U	8	26
Speed	25	63
DAR/DAS	5	12
Administrative Citations (Including Speed)	15	34

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford Explorer 221	28,021	1,669	6,749
Dodge 222	102,454	1,978	10,176
Dodge 225	154,038	1,678	9,630
Chevy Silverado 224*	112,601	9	738
Chevy Silverado 220	99,170	632	1,696
Chevy Impala 223	77,967	813	2,334
Ford Explorer 224	824	824	824

*Out of service 5/19/2016

CEZT SCORE CARD

MAY 2016

CEZT SCORECARD						<<<2016	2015>>>
CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**229**	**143**	**103**	***70***	**20**	**415**	***398***
TOTAL OPEN CASES	**59**	**36**	**37**	**42**	**9**	**15**	**3**
VIOLATIONS CLOSED THIS PERIOD	**66**	**35**	**25**	**12**	**11**	**3**	**61**
NEW ISSUES THIS PERIOD	**86**	**40**	**33**	50	**20**	**13**	16
CAN-Proh Animals						0	
CCV-Comm Vehicle Storage					1	0	
CDO--Dogs						0	
CPA-Park & Store	**22**	34	26	47	18	398	8
CSN-Snow Removal						3	
CSP-Solicitors/Peddlers						61	
CST--Fish Houses, PODS, Rolloffs						16	
NEX-Exterior Structure, Paint/Repair		1		1	1		1
NGA-Garbage Service & Storage							
NGR--Grass Length	**63**						
NJU--Junk/Brush	**1**	1	7	2		8	6
NUV-Unlicensed vehicle or missing plates		2					
ZAC-Accessory Building							
ZFE-Fence		2					
ZTD--Temporary Dwelling						1	
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	86			54	20	6	
Administrative Citations Issues/period	3	4		3	1		15
Criminal Citations Issued/period							5
Abated Properties/Period	14						
Admin Hearings Requested							
Admin Hearings Held w positive judgement							
Criminal trials w positive judgement							
AVERAGE TIME TO COMPLIANCE	**11**	**15**	**12**	11	18	28	28

M.4.

CITY OF ISANTI MONTHLY REPORT

May 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	YTD
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	4	16	$0.00	$0.00	$4.00	$13.00	$320.00	$1,280.00		
Decks	5	16	$14,672.32	$50,559.56	$7.36	$21.91	$773.42	$2,544.20		
Basement Finish	0	6	$0.00	$45,910.00	$0.00	$7.07	$0.00	$1,463.52		
Addtns. Remodel	0	2	$0.00	$33,776.86	$0.00	$0.00	$0.00	$864.42		
Garages	1	1	$5,000.00	$5,000.00	$2.50	$2.50	$194.70	$194.70		
Miscellaneous	17	59	$0.00	$42,881.93	$17.00	$36.12	$2,300.00	$7,466.75		
Single dwellings	12	37	$1,897,490.61	$6,116,867.32	$948.70	$1,673.72	$26,609.04	$83,609.89		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	18	47			$18.00	$26.00	$1,425.00	$3,605.00		
Plumbing	11	39			$11.00	$25.00	$1,395.00	$5,035.00		
									$63,864.00	
Resid. Totals	**68**	**223**	**$1,917,162.93**	**$6,294,995.67**	**$1,008.56**	**$1,805.32**	**$33,017.16**	**$106,063.48**	**$63,864.00**	
Commercial										
New Buildings	3	4	$3,700,000.00	$6,200,000.00	$1,850.00	$1,850.00	$32,950.89	$52,679.53		
Addtns./Remodel	0	2	$0.00	$38,000.00	$0.00	$0.00	$0.00	$1,044.03		
Plumbing	1	3	$0.00	$150,905.00	$1.00	$76.45	$90.00	$2,408.57		
Mechanical	1	5	$440,000.00	$456,798.00	$220.00	$229.39	$6,600.00	$7,001.97		
Roofing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Tenant Change/Fill	7	11	$0.00	$0.00	$7.00	$8.00	$570.00	$1,077.00		
Comm. Totals	**12**	**25**	**$4,140,000.00**	**$6,845,703.00**	**$2,078.00**	**$2,163.84**	**$40,210.89**	**$64,211.10**	**$0.00**	
Resid. Plus Comm. Totals	**80**	**248**	**$6,057,162.93**	**$13,140,698.67**	**$3,086.56**	**$3,969.16**	**$73,228.05**	**$170,274.58**	**$63,864.00**	**223,524.00**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD May 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	94	1	0	0	$680,722.00	$15,148.92	$7,306.00
2013	87	3	0	1	$1,355,193.00	$22,554.78	$36,722.00
2014	0	0	0	0	$0.00	$0.00	$0.00
2015	173	0	0	0	$0.00	$0.00	$0.00
2016	0	0	0	0	$0.00	$0.00	$223,524.00

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,660.48
February	43	$3,603,092.10	$38,690.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	80	$6,057,162.93	$73,228.05
June	0	$0.00	$0.00
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	248	$13,140,698.67	$170,274.58

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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www.bolton-menk.com

MEMORANDUM

Date: June 8, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) **City Hall Parking Lot Expansion**

This project will be completed this month.

2) **River Bluff Preserve Parking & Trail Improvements**

Construction has begun on the parking lot and trail. It is anticipated both projects will be completed in June. We will perform inspection as requested.

3) **Railroad Avenue Pond Improvements**

The contractor has completed this work. A final walk through with the Soil & Water Conservation District is scheduled this month.

4) **Watermain Loop Improvements**

The Contractor is completing the contract paperwork. A pre-construction meeting will be held this month.

5) **Wastewater System Improvements**

The City Council awarded the project to Gridor Construction at the June 7, 2016 Council Meeting. We will get the Contract Documents to them for processing. A pre-construction meeting is anticipated to be held in the coming month.

6) **Whiskey Road Walk Infill Study**

We have surveyed the project area and are designing the proposed alignment of the walk.

7) **Coborn's Grocery Store & Allina Medical Office Building**

Both Sites are under construction. We will continue to assist the City as testing and inspection is required.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JULY 5, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. June 21, 2016 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements
1. Planning Commission Meeting — Tuesday, July 12, 2016 at 7:00 p.m.
2. City Council Meeting — Tuesday, July 19, 2016 at 7:00 p.m.
3. City Council Budget Work Session — Tuesday, July 19, 2016
   (Immediately following the 7:00 p.m. City Council Meeting)
4. Parks, Recreation, & Culture Meeting — Tuesday, July 26, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Interview Applicant for Vacant Parks, Recreation and Culture Board Seat *(Mayor Wimmer)*
   a. Resolution to Appoint Candidate to Fill Vacant Parks, Recreation and Culture Seat
2. Consider the Addition of the Rum River BMX Association Board to the list of Committees and Consider Amending Resolution No. 2016-188 to include Appointees *(Mayor Wimmer)*
   a. Ordinance Amending the Code for the City of Isanti, Chapter 8 City Council, Article III, Section 8-18 Committees to include Rum River BMX Association Board
   b. Resolution to Amend the Designation of Committees and Representatives for City Commissions and Advisory Boards for Year 2016 to include Rum River BMX Board Appointee and Parks, Recreation and Culture Board Appointee
3. Resolution Approving the Addition of Grass Volleyball Court at Rum River Meadows *(Mayor Wimmer)*
4. Future Dog Park Discussion *(Mayor Wimmer)*

<u>Economic Development Director Sean Sullivan</u>

5. Resolution Calling for Special Legislative Session and Restoration of Funding for Minnesota Investment Fund and Job Creation Fund

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $211,889.71 and Payroll in the amount of $100,995.48
2. Resolution Acknowledging Permanent Employee Status for Code Enforcement/Zoning Technician Matt Lindholm
3. Resolution Accepting Resignation from Part Time Liquor Store Clerk Emily Cavallaro
4. Resolution Accepting Quote for the Lease of City Owned Crop Land
5. Resolution Appointing Election Judges for the 2016 Primary Election

M. Other Communications

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JUNE 21, 2016 – 7:00 P.M.
CITY HALL

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

The Pledge of Allegiance was recited

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser, Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey McInnis, Police Lieutenant Travis Muyres, Community Development Director Roxanne Achman, Liquor Store Manager John Jacobi and City Engineer Brad DeWolf

D. Adopt Agenda
Motion by Collison, second by Lorinser to approve the agenda. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. Presentation of the Minnesota GreenStep Cities, Steps 1, 2 and 3 Recognition Award

Mayor Wimmer explained that last year at the League of Minnesota Cities Conference the MPCA program was presented to interested cities with a goal of better environmental practices throughout the city. Roxanne Achman, Community Development Director, took leadership along with Josi Woods, Public Services Director/Assistant City Administrator, playing an important role as well. All systems of local government were involved. In one year the City accomplished Steps 1, 2 and 3. The City will continue to strive towards Step 4, which is by many degrees more difficult. Achman presented the award to the Council. The Mayor thanked Achman for her leadership and stated she has done a fantastic job.

2. Presentation of 2016 Isanti Ambassador Candidates

Melissa Bettendorf explained that the Ambassador Program is an organization that works with the North 65 Chamber of Commerce. She recognized the new co-directors, Kirstin Knutson, Amanda Wichman and Taylor Norberg and thanked them for their hard work. The three current Isanti Ambassadors introduced themselves and shared their favorite memory from their service year. The candidates then went on to introduce themselves, their sponsors and what they were most looking forward to. The Mayor presented the candidates with pins.

F. Approve City Council Minutes

1. June 7, 2016 - Regular Meeting of the City Council

Motion by Lundeen second by Lorinser to approve the regular City Council Meeting Minutes of June 7, 2016 as presented. Motion carried unanimously.

G. Citizens Input

None

H. Announcements

1. Parks, Recreation, and Culture Board Meeting — Tuesday, June 28, 2016 at 6:00 p.m.
2. CITY OFFICES CLOSED — Monday, July 4, 2016
   (In Observance of Independence Day)
3. City Council Meeting — Tuesday, July 5, 2016 at 7:00 p.m.
4. Economic Development Authority Meeting — Tuesday, July 5, 2016
   (Immediately following the City Council Meeting)
5. Planning Commission Meeting — Tuesday, July 12, 2016 at 7:00 p.m.

I. Council Committee Reports

1. Council member Lundeen stated the Fire District would like to pour cement for additional parking space alongside the north side of the Fire Department Building which is city owned. It would be approximately 5,535 square feet. The Fire District would like to know who is responsible for paying for this project. The estimated cost is about $25,000. The Mayor requested Council member Lundeen provide an update as to how many regular sized vehicle parking spaces it would accommodate by Thursday, June 23rd, in which the item will be brought to DOAC (Development & Operations Advisory Committee) for discussion.

2. The Mayor mentioned the City is going to be looking at a space for a potential dog park area. The location that will be looked at is to the East of Rum River BMX. The only downside is it is located near the railroad tracks. Staff will review the Cambridge dog park to identify possible design ideas.

3. The Mayor talked with Coborn's regarding the appearance of the western wall which faces Highway 65. The original plan showed it would look the same as the front of the building, which it currently does not. Legally the western wall was completed according to code. Further discussions are planned and Mayor will be working with them towards a solution to make it look better than it currently does.

4. Another item that the City will be looking into and gathering numbers on is the cost for a grass volleyball court at Rum River Meadows. There are vacant lots that the city owns, so the space is available. A few years ago, sand volleyball courts were looked into but it was not a fiscally feasible option.

5. Mayor Wimmer and Don Lorsung attended the Minnesota League of Cities Conference this month. Roxanne Achman and Josie Wood were in attendance for the GreenSteps Award portion. City Administrator Lorsung reported that it was unique this year as it was combined with the Alliance Renovation and brought in many representatives and ideas from all over the country. Lorsung presented the concept of a comprehensive strategic plan for staffing. The Mayor indicated through discussion at the Mayor's breakfast, the City of Isanti has not had many of the issues other cities are facing, and stated we are very lucky to have an excellent Administrator and fortunate for John Jacobi, Liquor Store Manager, who is doing a fantastic job as well. The profits from the liquor store help pay for items in the general fund and help keep our taxes lower than if we did not have those funds.

J. Public Hearings

None

K. **Business Items**

1. **Resolution 2016-201 Providing for the Issuance and Sale of $2,525,000 General Obligation Sewer Revenue Bonds, Series 2016A and Pledging Net Revenues for the Security Thereof**

Jessica Green of Northland Securities Inc. (colleague Rusty Fifield also present) explained that the bond had originally started with a number of $2,605,000 but after accepting bids at 11a.m. that morning, the sale was able to be reduced to $2,525,000. A premium of about $80,000 was used to reduce the bond amount. The Mayor asked Ms. Green to explain what the premium is and why we received it. Ms. Green explained that investors are looking for a higher coupon rate and investors will provide cash up front to get that higher coupon. This is how they were able to reduce the bond sale size. The original coupon was assumed to be about 1.85%, however it ended up at 2.00%, with a True Interest Cost of 1.75%. This means the over-all borrowing costs, or all in costs, are reduced by about 25 basis points. Originally it was at about 2.20% for the All in Cost (AIC) but after the sale it is down around 1.95% (AIC). Ms. Green stated that this was a really good bond sale. Standard & Poor's (S&P 500) rating report on the City noted very strong budgetary flexibility and liquidity as well as strong management. Ms. Green recommended the sale be awarded to Stifel, Nicolaus & Co, Inc. in the amount of $2,525,000.

Motion by Collison second by Bergley. Motion carried unanimously.

2. **Resolution 2016-202 Approving a Special Event Request from the North 65 Chamber of Commerce for Jubilee Days**

Dave Englund, Chair of Jubilee Days gave a brief update on changes this year. New this year in the outhouse race is a junior division ages 12-16. There will also some location changes due to parking changes. Council member Lundeen commented, that this Jubilee parade is a very important part of our City.

Motion by Lundeen second by Bergley. Motion carried unanimously.

City Administrator Don Lorsung

3. **Resolution 2016-203 Approving Updates to Isanti Community Center Rental Information**

Mayor Wimmer shared that due to issues in the past, the language in the rental agreement was changed to clarify issues with the key pick-up. If the renter does not pick up the key during business hours on the designated days, the reservation will be determined cancelled and no rental refund will be issued.

Motion by Lundeen second by Bergley. Motion carried unanimously.

4. **Resolution 2016-204 Approving a Conditional Use Permit for Granger Machine Inc./Crosslake Specialties LLC for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota**

Motion by Bergley second by Collison. Motion carried unanimously.

5. **<u>Resolution 2016-205</u> Approving a Conditional Use Permit for St. Elizabeth Ann Seton to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota**

The Mayor indicated that this Permit is to bring St. Scholastica into Isanti, and that by allowing this it will give another educational opportunity to those in this area.

Motion by Lundeen second by Collison. Motion carried unanimously.

6. **<u>Ordinance 647</u> Amending Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements**

The Mayor also added an amendment stating no fence shall enclose a water shut off valve to the interior, a 12-inch minimum separation between the fence and shut off valve must be maintained and also wide enough so a wrench to turn the valve can fit.

Motion by Lundeen second by Bergley. Motion carried unanimously.

7. **<u>Resolution 2016-206</u> to Approve Staff to Work with the Charter School Development Corporation on a Park Development Agreement**

Mayor explained that the park area which was originally designated will be flip-flopped with land owned by the City and the non-profit, so that the former designated park area can be developed commercially. We will have an agreement that the public will have access to the park. The idea would be to have 250 ft. of trail developed by next year. The rest can be developed over time.

Motion by Lorinser second by Lundeen. Motion carried unanimously.

<u>Liquor Store Manager John Jacobi</u>

8. **<u>Resolution 2016-207</u> Approving Bid for the Replacement and Installation of LED Lights at the Liquor Store**

Lundeen commented that the replacement of the current lights with the new LED lights will pay for itself within two years. The Mayor requested the item to be sent to the Finance Committee to discuss and to confirm the City has the funding lined up.

Motion by Lundeen second by Collison. Motion carried unanimously.

9. **<u>Resolution 2016-208</u> Approving Isanti Retail Meats to Cater Isanti Liquor Store Tasting Event**

Motion by Collison second by Lundeen. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $360,487.53 and Payroll in the amount of $89,894.86
2. Contractor's Pay Request No. 2 – Final in the Amount of $43,775.13
3. Final Meeting Minutes for the May 3, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the May 10, 2016 Planning Commission Meeting
5. **Resolution 2016-209 Approving a Local Gambling Permit to the Military Order of Cooties Auxiliary to Isanti Rum River Rats #99**
6. **Resolution 2016-210 Adopting Amendment to Nuisance Lot Mowing Policy**
7. **Resolution 2016-211 Approving Donation Box at Liquor Store**
8. **Resolution 2016-212 Approving Repair for Grader Equipment**
9. **Resolution 2016-213 Authorizing Filling of Vacancies to the Isanti Police Reserve Unit by Hiring: Danny Richardson Jr., Evan Peterson, Andrew Sammis, and Keith Peterson**
10. **Resolution 2016-214 Offering the Position of Part-Time Liquor Store Clerk to Christie Visser**

Motion by Lundeen second by Bergley to approve the consent agenda. Motion carried unanimously.

Adjournment

Motion by Bergley second by Collison to adjourn. Motion carried unanimously. Meeting adjourned at 7:27 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

K.1.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council Members**

From: Lindsey McInnis, Human Resources/City Clerk

Date: June 30, 2016

Subject: Appoint Board Member to Park and Recreation Board

Background:
Currently, there is one seat vacant on the Park, Recreation and Culture Board. The City is required to make certain official appointments to City Boards. Advertisements were placed to seek interested candidates for the vacant seat on the Park and Recreation Board. One application and Interest Disclosure form was received from James Witte. The applicant lives within City limits.

Action:
Interview candidate James Witte and make appointment for the Park and Recreation Board

Attachments:

- Resolution No. 2016-XXX

Park & Recreation Board Member Interview Questions:

1) What is the Park & Recreation Board's role?

2) What is your vision of the park and recreational system for the City?

3) Do you have experience in parks and recreation or park and recreation member experience?

4) Do you volunteer within the Isanti Community?

5) Can you attend evening meetings that start at 6:00 p.m.?

A Community For Generations.

Isanti

Park and Recreation Board

For consideration, please fill out the below information along with the attached conflict of interest statement signed and stated by you. Please submit all the information to:

Human Resources/City Clerk Lindsey McInnis
PO Box 428, Isanti, MN 55040
or lmcinnis@cityofisanti.us 763-444-5512

Name: James Witte E-mail: [redacted]

Address: [redacted]

Phone Number: [redacted]

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

(City of Isanti Resident) Non-Resident of Isanti

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

- Bachelors degree in Managment: Emphasis in Human Resources
- Minor Psychology

Why you are interested on being on the Board

This would be a great opportunity to connect with supporters from a variety of places. I want to represent the community and feel I can provide more visibility in offering community input.

What is your vision of Isanti?

Isanti offers an abundance of parks & trails, yet has the potential for additional resources/activities.

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

Isanti County resident: 1984-2003, 2010-2011, 2015-Present

DISCLOSURE FORM

All Public Officials for the City of Isanti are required to complete and file this Disclosure Form with the City Administrator in accordance with the provisions of the Conflicts of Interest Policy.

1. **Affiliations with Agencies Doing Business with the City**

Identify all positions as officer, director, partner, proprietor or employee of any firm or proprietary interest of ten percent (10%) or more in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City.

Name of Organization	Position Held	Compensation Involved
_____	_____	Yes _____ No _____
_____	_____	Yes _____ No _____
_____	_____	Yes _____ No _____

NA

2. **Real Property Owned in the City of Isanti**

Identify real property items owned or being purchased by a Public Official, spouse, or child, or in which the Official has a beneficial interest. The actual value of any item is not required.
(Exclude homestead property.)

Property Item	Address	PID #
_____	_____	_____
_____	_____	_____
_____	_____	_____

NA

Assets

Identify all ownership or beneficial interests in any company, business, enterprise, corporation, partnership, labor union or association doing business with the City where such interest exceeds ten percent (10%) of the total ownership.

Name of Organization

NA

_____

_____

_____

_____ _____

Date Public Official

Please also provide the following:

_____
Current Address and Box Number if any

_____

_____
Home Phone Number

_____
Work Phone Number

NA
_____
Cell Phone Number if Available

Received by the City Administrator on: _____

RESOLUTION NO. 2016-XXX **K.1.a.**

RESOLUTION TO APPOINT CANDIDATE TO FILL A VACANT PARKS, RECREATION AND CULTURE SEAT

WHEREAS, there is one vacant seat on the Parks, Recreation and Culture Board; and,

WHEREAS, a vacant seat was approved by City Council with the passage of Resolution No. 2016-188; and

WHEREAS, one application and conflict of interest disclosure form has been received from an interested candidate;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota that Mr. James Witte is hereby appointed to fill the vacant seat on the Parks, Recreation and Culture Board for a three year term; said term shall expire on 12-31-2018.

This resolution was duly adopted by the Isanti City Council this 5th day of July 2017.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

K.2.

A Community For Generations.
Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Public Services Director/Assist. City Admin.

Date: July 5, 2016

Subject: Consider Ordinance to Amend City Code 8-18: Committees to Include Rum River BMX Association Board and Resolution to Amend the Designation of Committees and Representatives for City Commissions and Advisory Boards for year 2016 to include Rum River BMX Board Appointee and Parks, Recreation and Culture Board Appointee

---

Background:
Per the Operating Agreement, referenced as Exhibit D, within the Lease Agreement between the City of Isanti and the Rum River BMX Association, "the City has the right, at its option at any time, to appoint a representative from the City to serve as a voting member on the Rum River BMX Association Board of Directors".

It is recommended at this time that there be a member of City Council to be the acting representative on behalf of the City on the Rum River BMX Association Board.

Staff Request:
Staff is requesting action on this item.

Attachments:
- Ord 2016-XXX
- Res 2016-XXX

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 8 CITY COUNCIL, ARTICLE III, SECTION 8-18 COMMITTEES

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Chapter 8, Article III, Section 8-18 Committees is hereby amended to read and include the following:

A. Committees designated.

(2) City and community boards and committees:

(a) City of Isanti Economic Development Authority
(b) City of Isanti Parks, Recreation and Culture Board
(c) City of Isanti Planning Commission
(d) Rum River BMX Association Board
(e) Community Education
(f) C-I Arena Board
(g) Cable TV Liaison
(h) Chamber of Commerce Liaison
(i) (Reserved)
(j) Fire District
(k) North TH 65 Corridor Coalition
(l) School Liaison
(m) (Reserved)
(n) ECRDC Transportation Advisory Committee
(o) ICICLE
(p) C-I Bike Walk Trail Committee

EFFECTIVE DATE
This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 5th day of July, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Reading Date: 07-05-2016
Publication Date: 07-13-2016
Effective Date: 07-13-2016

K.2.b.

RESOLUTION NO. 2016-001
Amended Resolution 2016-188
Amended Resolution 2016-XXX

RESOLUTION DESIGNATING COMMITTEES AND REPRESENTATIVES FOR CITY COMMISSIONS AND ADVISORY BOARDS FOR YEAR 2016

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

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

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2016:

Economic Development Authority	Mayor and City Council
Park ~~Boards~~, Recreation & Culture Board	Wimmer
Planning Commission	Bergley, Lundeen
Community Education	Wimmer
Rum River BMX Association Board	Wimmer
C-I Arena Board	Wimmer
Cable TV	Lundeen
Civil Defense Director	Wimmer
Fire District	Lundeen (alternate ~~Johnson~~ Bergley)
ICICLE	Bergley
North TH 65 Corridor Coalition	Bergley
School Liaison	Wimmer, Lundeen
Chamber of Commerce Liaison	Wimmer
Development Advisory Committee	Wimmer, ~~Johnson~~ Lorinser
Finance Committee	Wimmer, ~~Johnson~~ Lorinser
Building & Grounds Committee	Lundeen, Collison
Personnel Committee	Wimmer, ~~Johnson~~ Lorinser
C-I Bike/Walk Trail	Wimmer
Liquor	~~Johnson~~ ,Bergley, Collison
Police	~~Johnson~~ Bergley, Collison
Public Works	Collison, Bergley
Public Works Labor Management Committee	Wimmer - Guest Representative
Weed Inspector	Wimmer

2. That the City Council appoints the following to act as Mayor Pro-tem in the absence of the Mayor: Councilor Collison

3. That the Planning Commission, Economic Development Authority Board, and Park and Recreation Board shall meet on the date and times as designated as outlined on the attached schedule and posted at Isanti City Hall.

4. That the City Council designates the following individuals to the Park and Recreation Board for 2016:

Jenny Garvey	*(term expiration 12-31-2017)*
Aaron Zdon	*(term expiration 12-31-2016)*
Jamie Bergwick	*(term expiration 12-31-2018)*
~~_____~~James Witte	*(term expiration 12-31-2018)*
George Wimmer	Council Representative
_____	Student Representative *(term expiration 12-31-2016)*

5. That the City Council designates the following individuals to the Planning Commission for year 2016:

Jeff Duncan	*(term expiration 12-31-2017)*
Wayne Traver	*(term expiration 12-31-2016)*
Cindy Lind-Livingston	*(term expiration 12-31-2017)*
Greg Cesafsky	*(term expiration 12-31-2016)*
Jim Kennedy	*(term expiration 12-31-2018)*
Paul Bergley	Council Representative
Steve Lundeen	Council Representative

6. That the City Council Economic Development Authority Board membership terms are as follows for year 2016:

Mayor and City Council:	
George Wimmer	(term expiration 12-31-2016)
Dan Collison	(term expiration 12-31-2016)
Adam Johnson	(term expiration 12-31-2016)
Paul Bergley	(term expiration 12-31-2016)
Steve Lundeen	(term expiration 12-31-2016)
Appointed Members:	
Tara Hallberg	(term expiration 12-31-2018)
Keith Dragisich	(term expiration 12-31-2020)

This resolution was duly adopted by the Isanti City Council this 5~~5~~th day of ~~January~~July, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
~~Karissa A. Henning~~Lindsey McInnis
Human Resources / City Clerk

K.3.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: July 5, 2016

Subject: Addition of Grass Volleyball Court at Rum River Meadows

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Background:
City staff have received requests from residents for a public volleyball court. The Parks, Recreation, and Culture Board has discussed a grass court with a net that can be removed in the winter that could be installed at Rum River Meadows park. Staff have researched the equipment needed and estimate the project to cost $1732.15.

Volleyball Court Project Summary	
Posts, sleeves, net (United Volleyball Supply)	$1406.22
Concrete for sleeve installation	$100.00
15% Contingency	$225.93
Project Total	**$1732.15**

This project is not budgeted in 2016. Parks equipment is generally funded from the Parks, Recreation, and Culture Fund, Repairs/Maint Machinery/Equip (101-45300-404).

Staff Request:
Staff is requesting authorization to move forward with ordering equipment and installing a volleyball net at Rum River Meadows.

Attachments:
- United Volleyball Supply, LLC. Equipment Quote
- Resolution 2016-XXX

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING ADDITION OF GRASS VOLLEYBALL COURT AT RUM RIVER MEADOWS

WHEREAS, the City of Isanti has received requests from residents for a public volleyball court; and,

WHEREAS, Parks, Recreation, and Culture Board has identified Rum River Meadows as a feasible location for a grass volleyball court; and,

WHEREAS, the project is estimated at an unbudgeted $1732.15; and,

WHEREAS, the equipment and installation would be funded from the PRC Repairs/Maint Machinery/Equip Fund (101-45300-404);

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

1. Approve funding a grass volleyball court at $1732.15 to be installed at Rum River Meadows.
2. Authorize the Public Services Director and Community Events and Parks Coordinator to sign the required documents for the purchase of equipment.

This resolution was duly adopted by the Isanti City Council this 5th day of July, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources / City Clerk

(SEAL)

VOLLEYBALLUSA.COM
UNITED VOLLEYBALL SUPPLY, LLC
United Volleyball Supply, LLC.
14615 NE 91st St. Bldg. B
Redmond, WA 98052
PH: 425-576-8835
FX: 425-827-2230

UNITED VOLLEYBALL UV SINCE 1996 MADE IN THE U.S.A.

BBB ACCREDITED BUSINESS Rating: A+

QUOTE

DATE	QUOTE NO.
6/28/2016	41082

NAME / ADDRESS
City of Isanti Katie Everett 763-444-5512 55040 zip

REP
CE

ITEM	DESCRIPTION	QTY	COST	TOTAL
POP-FXD-Pe...	POP-FXD: Permanent Fixed Volleyball Poles -Designed for city parks and environments where the volleyball net height is fixed at one position for long periods of time. -Two 3-1/2 inch O.D. by 12' long, schedule 40 galvanized steel posts. (Poles can be ordered in longer lengths if needed) -Wide spread stainless steel eye bolts on one pole and wide spread pulley, and eye bolt on the other allow for setting up at men's and women's netheights. -Stainless steel pulley -Stailess steel winch -Stainless steel welded closed eye bolts Perfect for sand courts and prolonged outdoor use. -UV resistant top pole caps to keep water out of poles. -Hardware ships in a separate box from poles to prevent damage in shipping and is assembled on site using included loctite. -Includes cam-buckle strap to tighten the bottom of the volleyball net.	1	774.00	774.00T

TOTAL

Celebrating 20 Years in the Volleyball Industry

LOW PRICE GUARANTEE: No one beats our pricing and quality! Some companies try, just let us know and we will explain the differences and save you money!

VOLLEYBALLUSA.COM
UNITED VOLLEYBALL SUPPLY, LLC
United Volleyball Supply, LLC.
14615 NE 91st St. Bldg. B
Redmond, WA 98052
PH: 425-576-8835
FX: 425-827-2230

UNITED VOLLEYBALL UV SINCE 1996 MADE IN THE U.S.A.

BBB ACCREDITED BUSINESS Rating: A+

QUOTE

DATE	QUOTE NO.
6/28/2016	41082

NAME / ADDRESS
City of Isanti Katie Everett 763-444-5512 55040 zip

REP
CE

ITEM	DESCRIPTION	QTY	COST	TOTAL
POP-BAZO...	Posts can be permanently placed in the ground or you can purchase optional ground sleeves with removable caps. -Stocked in 3-1/2" OD but other sizes are available for an extra cost. POP Anodized Aluminum Seamless Sleeve for POP Systems. Seamless design prevents long term rusting. Permanent Bottom Cap and Removable Powder Coated Top Cap -Strong Wall Thickness -Length 36" -Weight: 17.5 lbs (SOLD INDIVIDUALLY) (2 NEEDED PER SYSTEM)	2	92.50	185.00T
			TOTAL	

Celebrating 20 Years in the Volleyball Industry

LOW PRICE GUARANTEE: No one beats our pricing and quality! Some companies try, just let us know and we will explain the differences and save you money!

VOLLEYBALLUSA.COM
UNITED VOLLEYBALL SUPPLY, LLC
United Volleyball Supply, LLC.
14615 NE 91st St. Bldg. B
Redmond, WA 98052
PH: 425-576-8835
FX: 425-827-2230

UNITED VOLLEYBALL UV SINCE 1996 MADE IN THE U.S.A.

BBB ACCREDITED BUSINESS Rating: A+

QUOTE

DATE	QUOTE NO.
6/28/2016	41082

NAME / ADDRESS
City of Isanti Katie Everett 763-444-5512 55040 zip

REP
CE

ITEM	DESCRIPTION	QTY	COST	TOTAL
PBN 4"	PBN4: 4" Tape Pro Beach Volleyball Net: (This is the same net used by professionals but without logos.) -32 feet x 39 inches. -#42 knotted nylon outdoor netting. -42' Steel Aircraft Cable top and bottom. -1-1/8" Ash wooden dowels (Stronger than Maple) -Triple reinforced netting attachment to side tapes for extra durability. -22-oz. 4" UV and mildew resistant vinyl tapes top, bottom & sides. -UV and mildew resistant stitching for prolonged outdoor use. -Available in other widths for special court needs. (30', 20', 15', etc...) (Available in Red, Yellow, Blue, White)	1	210.00	210.00T
Freight	Shipping and Handling Out-of-state sale, exempt from sales tax		237.22 0.00%	237.22T 0.00
			TOTAL	$1,406.22

Celebrating 20 Years in the Volleyball Industry

LOW PRICE GUARANTEE: No one beats our pricing and quality! Some companies try, just let us know and we will explain the differences and save you money!

K.4.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: July 5, 2016

Subject: Dog Park Concept

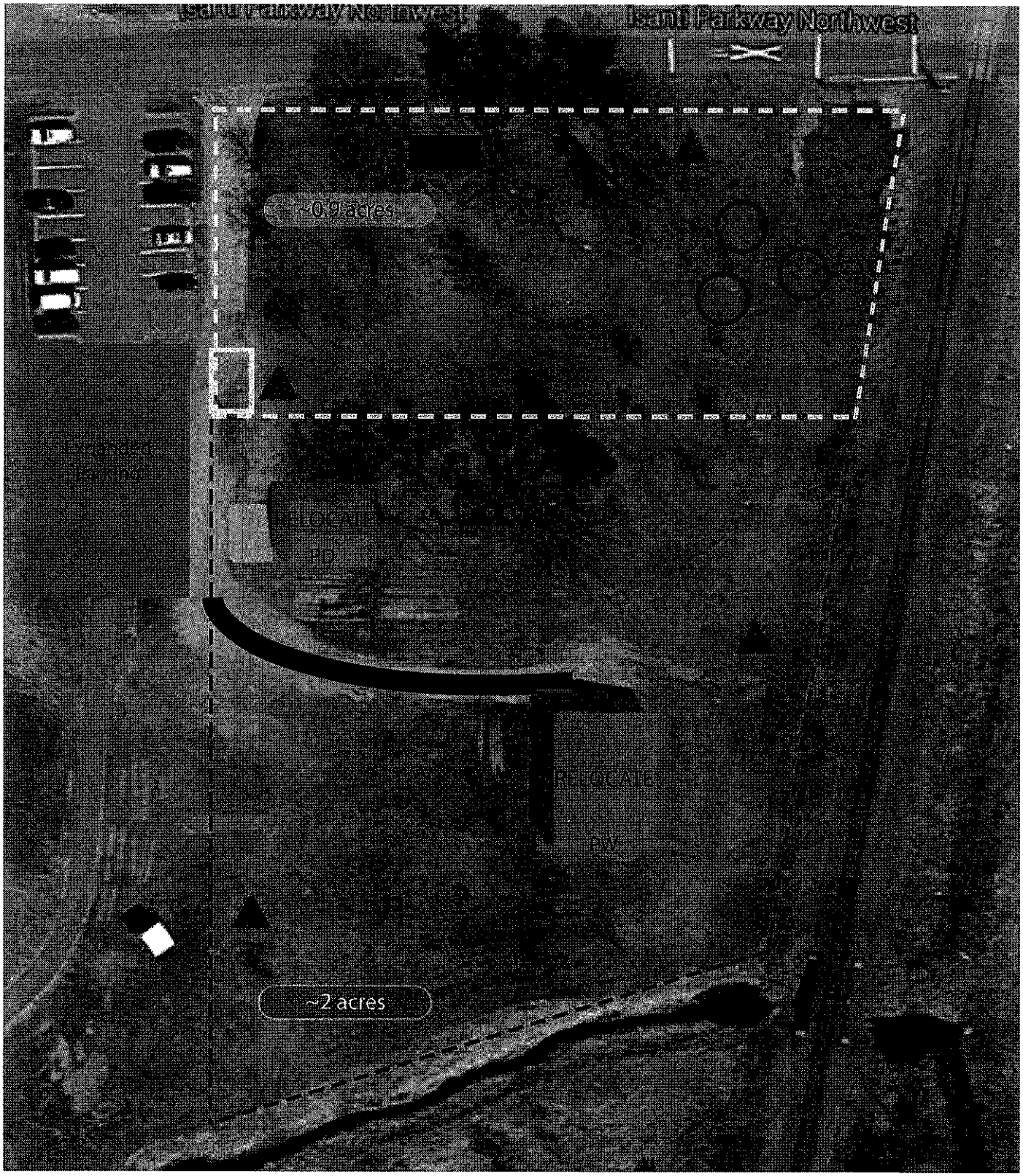
Background:
Residents have expressed interest in having a space where they could bring their dogs off leash for better exercise. Dog parks are popular options for cities, and vary greatly in size and amenities offered. A potential location for a dog park within the City of Isanti is the northeastern corner of Bluebird Park, next to the Isanti Indoor Arena on Isanti Parkway.

Staff have created a two-phase draft park concept for the space. The first phase would enclose almost one acre. The second phase would extend the southern edge of the fence south to the small creek, increasing the size of the park to roughly 2 acres. Currently at this location are storage buildings for Public Works and the Police Department. The buildings are reaching capacity. In the second phase of this concept, the existing buildings would be taken down and a new building would be constructed at Public Works. The existing Public Works break room is inadequate for current staff; a new building would allow for a bigger space for staff, and the existing break room could be used for much needed Parks, Recreation, and Culture storage.

The first phase of the park concept includes 4' black vinyl chain link fencing, a transition entrance area, dog waste stations, and a bench. The second phase includes increasing parking, extending the fencing, removing the buildings, additional dog waste stations, dog agility equipment, and seeding of the access road. The location offers open spaces ideal for exercising dogs and excellent shaded areas.

Staff Request:
Staff are asking Council to discuss this project and consider including it into the 2017 budget.

Attachments:
- Dog Park Concept
- Phase 1 Projected Budget
- Current pictures of the area



Dog Waste Station

Reseed

PW Building: 40'x60'
PD Building: 30' x 30'

Bench (not to scale)

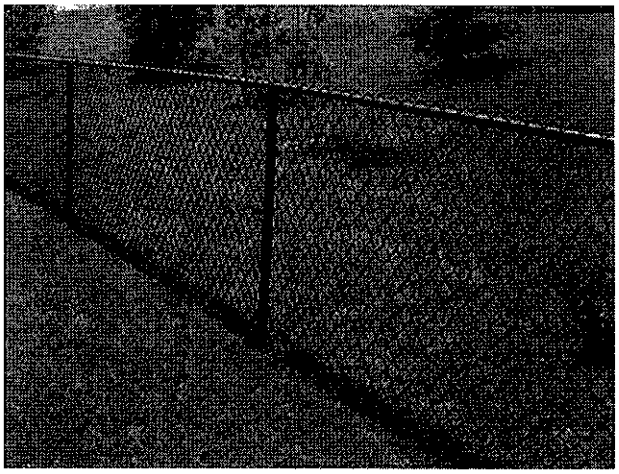
Transition Area

Agility Equipment (Phase 2)

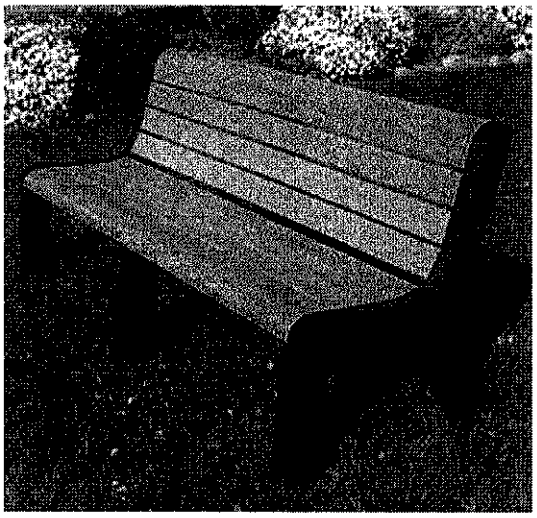
Phase 1 Fence

Phase 2 Fence

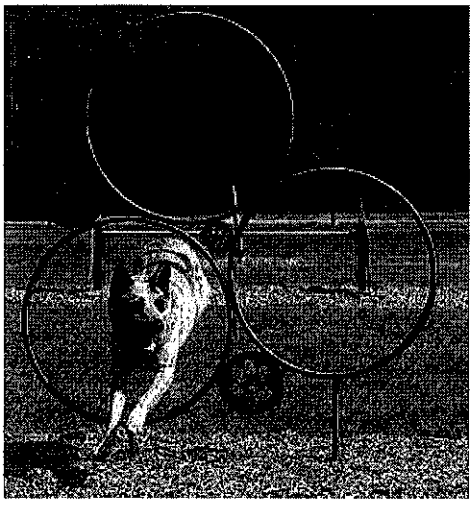
Dog Park Materials



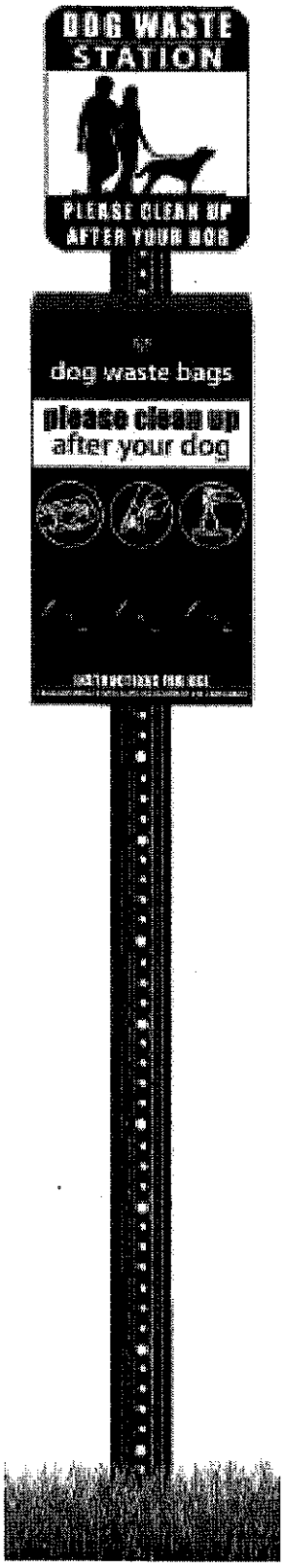
4' Vinyl Coated Chain Link Fence
$15,640 (first phase)



Recycled Plastic Bench - 5'
$367



Agility Equipment
$611 - this piece

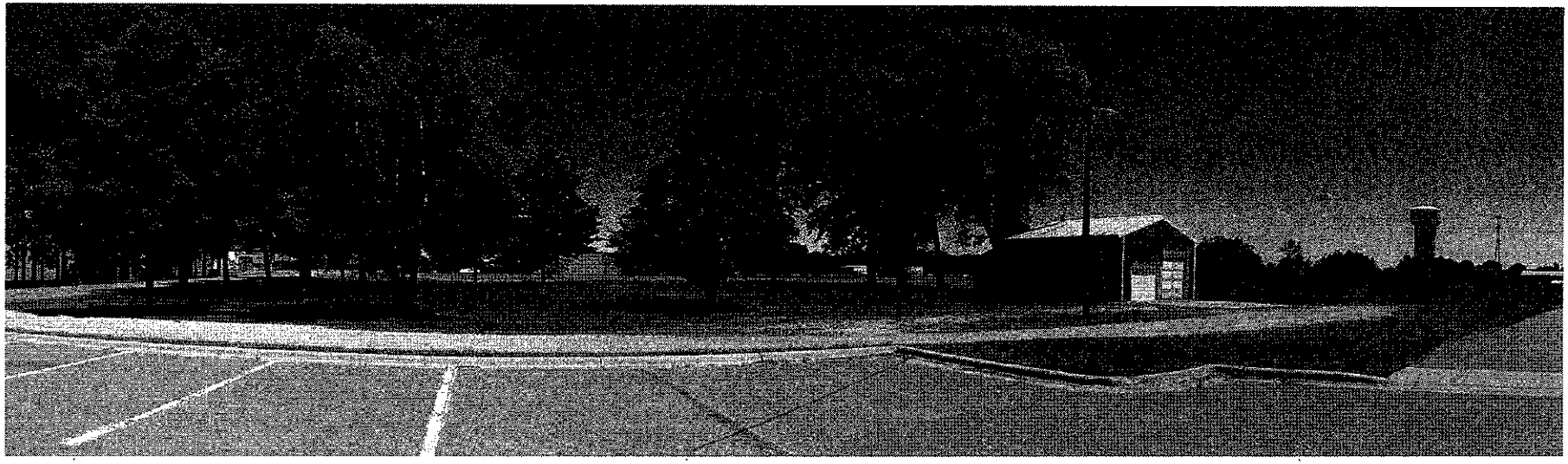


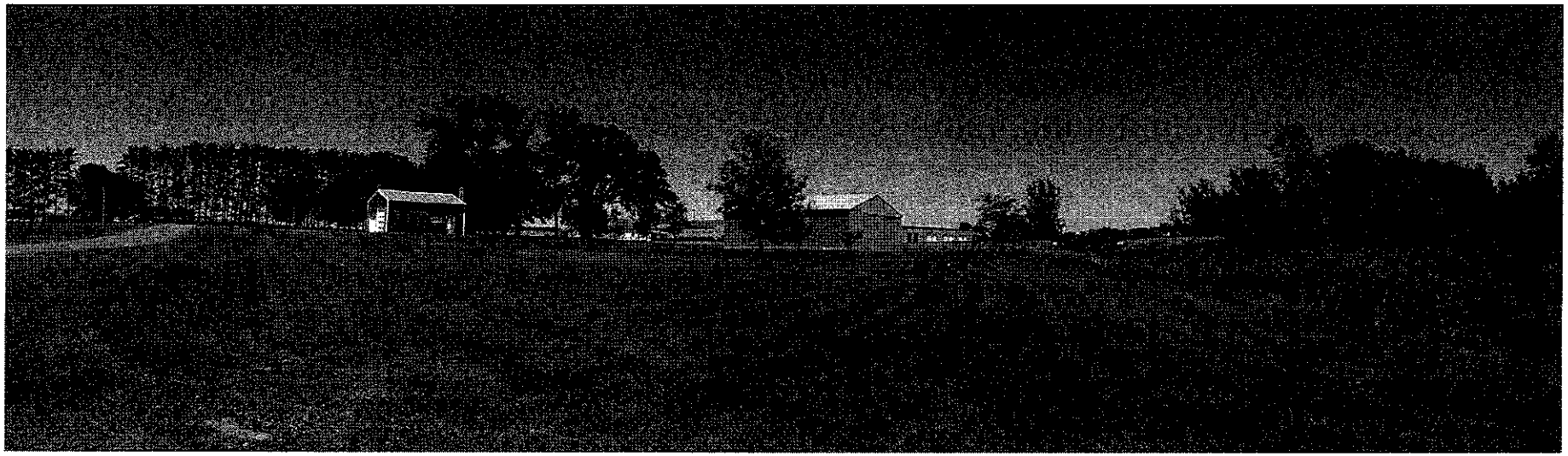
$119 each
dogwastedepot.com

Dog Park
Cost Finding

One Acre Portion		
Expense Item	Cost	Source/Notes
4' Black Vinyl Fence	$15,640.00	
Bench	$500.00	$367 + Freight
Dog waste stations	$300.00	dogwastedepot.com, $119 each plus shipping
Dog waste bags (ongoing)	$40/case	2000 bags per case
Total	$16,440.00	
15% Contingency	$2,466.00	
One acre total	$18,906.00	

Area East of Isanti Indoor Arena





A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: July 5, 2016

Subject: **Consider Resolution Calling for Special Legislative Session and Restoration of funding for Minnesota Investment Fund and Job Creation Fund**

Background:

The City of Isanti has utilized the MIF and JCF programs to assist in bringing projects to the City of Isanti. Providing funding for these programs at higher levels provided dollars that the City of Isanti could use to help recruit businesses to help others expand. These funds are tied to job creation which is a goal of the City of Isanti and its Economic Development Authority. The attached resolution is in support of restoring funding and calling for a special session so that funds can be included in the 2017 budget.

City Council Action Requested:

Consideration of adoption of attached resolution.

Attachment:

1) Resolution 2016-___ Resolution Calling for Special Legislative Session and Restoration of funding for Minnesota Investment Fund and Job Creation Fund

RESOLUTION 2016-___

RESOLUTON CALLING FOR SPECIAL LEGISLATIVE SESSION AND RESTORATION OF FUNDING FOR MINNESOTA INVESTMENT FUND AND JOB CREATION FUND

WHEREAS, the continued economic development of local communities and the State of Minnesota is necessary to promote the general welfare of the populace; and,

WHEREAS, the State of Minnesota competes nationally and globally for economic development opportunities; and,

WHEREAS, public assistance, specifically in the form of the Minnesota Investment Fund and the Job Creation Fund is sometimes needed to move good economic development projects forward; and,

WHEREAS, the Minnesota Investment Fund and the Job Creation Fund have both demonstrated an excellent return on investment (ROI); and,

WHEREAS, there are projects and potential projects throughout the State of Minnesota that would move forward with the assistance of the Minnesota Investment Fund and the Job Creation Fund that ultimately will create hundreds of high-paying jobs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti that funding for the Minnesota Investment Fund be restored to $15,000,000 and funding for the Job Creation Fund be restored to $12,500,000 – which is their original funding levels.

BE IT FURTHER RESOLVED that a special session of the legislature be called as soon as possible to address this important issue.

This Resolution hereby approved by the Isanti City Council this 5th day of July 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

CITY OF ISANTI

L.1.

*Check Summary Register©

June 2016

AP160604

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044285	APWA	6/20/2016	$1,598.00
Paid Chk# 044286	BERNICK'S PEPSI-COLA	6/20/2016	$655.75
Paid Chk# 044287	CORYS COMPLETE	6/20/2016	$224.00
Paid Chk# 044288	CRYSTAL SPRINGS ICE	6/20/2016	$280.46
Paid Chk# 044289	DAHLHEIMER DISTRIBUTING CO	6/20/2016	$3,632.95
Paid Chk# 044290	FASTENAL COMPANY	6/20/2016	$47.72
Paid Chk# 044291	FEDERATED CO-OPS, INC.	6/20/2016	$42.56
Paid Chk# 044292	ISANTI COUNTY AUDITOR-	6/20/2016	$1.65
Paid Chk# 044293	ISANTI COUNTY RECORDER	6/20/2016	$46.00
Paid Chk# 044294	MCDONALD DISTRIBUTING CO.	6/20/2016	$11,927.70
Paid Chk# 044295	MENARDS - CAMBRIDGE	6/20/2016	$57.68
Paid Chk# 044296	MINNESOTA DEED	6/20/2016	$1,498.62
Paid Chk# 044297	MINNESOTA/WISCONSIN	6/20/2016	$431.00
Paid Chk# 044298	MVTL LABORATORIES, INC.	6/20/2016	$43.20
Paid Chk# 044299	PATS SMALL ENGINE PLUS	6/20/2016	$24.62
Paid Chk# 044300	STRANDLUND REFRIGERATION	6/20/2016	$1,500.00
Paid Chk# 044301	SULLIVAN, SEAN	6/20/2016	$14.10
Paid Chk# 044302	SUMMIT COMPANIES	6/20/2016	$409.75
Paid Chk# 044303	UNITED RENTALS	6/20/2016	$193.00
Paid Chk# 044304	VIKING COCA-COLA BOTTLING	6/20/2016	$225.30
		Total Checks	$22,854.06

CITY OF ISANTI

*Check Summary Register©

June 2016

AP160605

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044305	ADVANTAGE SIGNS	6/30/2016	$65.90
Paid Chk# 044306	ARTISAN BEER COMPANY	6/30/2016	$41.25
Paid Chk# 044307	ASSURANT EMPLOYEE BENEFIT	6/30/2016	$420.64
Paid Chk# 044308	BELLBOY CORPORATION	6/30/2016	$10,037.65
Paid Chk# 044309	BELSON OUTDOORS	6/30/2016	$444.00
Paid Chk# 044310	BERNICK'S PEPSI-COLA	6/30/2016	$392.70
Paid Chk# 044311	BOOGIE WONDERLAND	6/30/2016	$2,000.00
Paid Chk# 044312	BREAKTHRU BEVERAGE	6/30/2016	$10,495.20
Paid Chk# 044313	C & L DISTRIBUTING	6/30/2016	$298.00
Paid Chk# 044314	CARLSON MCCAIN, INC.	6/30/2016	$4,130.71
Paid Chk# 044315	CHANKASKA CREEK	6/30/2016	$201.60
Paid Chk# 044316	CITY OF ISANTI	6/30/2016	$583.63
Paid Chk# 044317	CMI, INC.	6/30/2016	$115.00
Paid Chk# 044318	CONNEXUS ENERGY	6/30/2016	$18,524.87
Paid Chk# 044319	CORYS COMPLETE	6/30/2016	$175.00
Paid Chk# 044320	COURT ADMINISTRATION	6/30/2016	$322.00
Paid Chk# 044321	CRAWFORDS EQUIPMENT, INC.	6/30/2016	$936.01
Paid Chk# 044322	CRYSTAL SPRINGS ICE	6/30/2016	$554.28
Paid Chk# 044323	DAHLHEIMER DISTRIBUTING CO	6/30/2016	$30,760.10
Paid Chk# 044324	DELTA DENTAL	6/30/2016	$3,162.80
Paid Chk# 044325	DENNISON TECHNOLOGY GRO	6/30/2016	$1,039.99
Paid Chk# 044326	ECM PUBLISHERS, INC.	6/30/2016	$494.80
Paid Chk# 044327	ELECTRO WATCHMAN, INC.	6/30/2016	$272.53
Paid Chk# 044328	EVIDENT, INC.	6/30/2016	$35.89
Paid Chk# 044329	FEDERATED CO-OPS, INC.	6/30/2016	$115.09
Paid Chk# 044330	FERGUSON ENTERPRISES	6/30/2016	$10.95
Paid Chk# 044331	GFOA	6/30/2016	$150.00
Paid Chk# 044332	HAWKINS, INC.	6/30/2016	$5,900.00
Paid Chk# 044333	HENLY, NICK	6/30/2016	$97.85
Paid Chk# 044334	INNOVATIVE OFFICE	6/30/2016	$179.35
Paid Chk# 044335	ISANTI AREA JOINT	6/30/2016	$50,781.24
Paid Chk# 044336	ISANTI RETAIL MEATS	6/30/2016	$325.00
Paid Chk# 044337	J. J. TAYLOR	6/30/2016	$1,020.20
Paid Chk# 044338	JOHNSON BROTHERS LIQUOR	6/30/2016	$3,796.07
Paid Chk# 044339	JONAH & THE WHALES	6/30/2016	$2,400.00
Paid Chk# 044340	KAWALEK TRUCKING	6/30/2016	$222.40
Paid Chk# 044341	KNIFE RIVER	6/30/2016	$52.33
Paid Chk# 044342	LEAF TOWING AND	6/30/2016	$50.00
Paid Chk# 044343	LEAGUE OF MN CITIES	6/30/2016	$250.00
Paid Chk# 044344	LMCIT	6/30/2016	$2,000.00
Paid Chk# 044345	LORSUNG, DON	6/30/2016	$60.00
Paid Chk# 044346	LOUS GLOVES	6/30/2016	$86.00
Paid Chk# 044347	MCDONALD DISTRIBUTING CO.	6/30/2016	$26,654.12
Paid Chk# 044348	MENARDS - CAMBRIDGE	6/30/2016	$116.45
Paid Chk# 044349	MINNESOTA EQUIPMENT	6/30/2016	$44.54
Paid Chk# 044350	M-R SIGN CO., INC.	6/30/2016	$435.72
Paid Chk# 044351	MVTL LABORATORIES, INC.	6/30/2016	$172.40
Paid Chk# 044352	NORTH COUNTRY LAWN CARE	6/30/2016	$175.00
Paid Chk# 044353	PHILLIPS WINE & SPIRITS, INC.	6/30/2016	$2,504.96
Paid Chk# 044354	RED BULL DISTRIBUTION	6/30/2016	$238.50
Paid Chk# 044355	RIVARD CONTRACTING INC.	6/30/2016	$285.00
Paid Chk# 044356	RJM DISTRIBUTING, INC.	6/30/2016	$279.75
Paid Chk# 044357	SAFE ASSURE CONSULTANTS I	6/30/2016	$520.00
Paid Chk# 044358	ST.PAUL STAMP WORKS	6/30/2016	$24.65
Paid Chk# 044359	STRANDLUND REFRIGERATION	6/30/2016	$315.00
Paid Chk# 044360	VESSCO, INC.	6/30/2016	$510.85

CITY OF ISANTI

*Check Summary Register©

June 2016

AP160605

	Name	Check Date	Check Amt
Paid Chk# 044361	VIKING COCA-COLA BOTTLING	6/30/2016	$196.10
Paid Chk# 044362	WATSON CO., INC.	6/30/2016	$3,554.58
Paid Chk# 044363	WOOD, JOSEPHINE	6/30/2016	$7.00
		Total Checks	$189,035.65

City of Isanti

Gross Payroll	8,282.75
Social Security & Medicare	633.65
Total City Expense	8,916.40

Pay Date 6-30-2016

Pay Period: Q2CCPay16 (4/1-6/30/16)

City of Isanti

Gross Payroll	79,863.84
Social Security & Medicare	4,304.10
Public Employees Retirement	7,911.14
Total City Expense	92,079.08

Pay Date 7-1-2016

Pay Period 14 (6/12-25/16)

RESOLUTION NO. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR CODE ENFORCEMENT/ZONING TECHNICIAN MATT LINDHOLM

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Matt Lindholm has successfully completed his probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Matt Lindholm is acknowledged as a permanent employee of the City of Isanti in the position of Code Enforcement/Zoning Technician with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 5th day of July, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

L.3.

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING PART TIME LIQUOR STORE CLERK EMILY CAVALLARO'S LETTER OF RESIGNATION

WHEREAS, on Monday, June 20, 2016 Part Time Liquor Store Clerk Emily Cavallaro submitted a letter of resignation with her last day of employment being Monday, July 4, 2016.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Part Time Liquor Store Clerk Emily Cavallaro is hereby accepted effective July 4, 2016.

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

This resolution was duly adopted by the Isanti City Council this 5th day of July, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

L.4.

TO: Mayor Wimmer and City Council

FROM: Don Lorsung, City Administrator

DATE: June 28, 2016

RE: Quotes for City Owned Crop Land

Per City Council direction, staff has solicited quotes for lease of City Owned Crop Land for the 2017 crop season. The crop land solicited for quotation was Parcel A, the 82.7 acre parcel by and north of the WWTP. The City received one quote from Mr. Wayne Calander, Calander Farms. He submitted a quote for $6,703.13 (see attached). The prior quote from Mr. Calander for the 2016 crop year was $6,444.81.

Attached is a resolution for your consideration to accept the quote from Calander Farms for lease of the crop land; with lease terms addressed therein.

RESOLUTION NO. 2016-

RESOLUTION ACCEPTING QUOTE FOR THE LEASE OF CITY OWNED CROP LAND

WHEREAS, the City of Isanti has determined that certain property currently owned by the City will not be needed in the near future for the intended public use; and

WHEREAS, the City has identified the property to be leased/rented for crop production on the map attached as Area A for 82.7 acres, further described as: north and east of the City Wastewater Treatment Facility, located to the east of 3rd Avenue North and south of 299th Avenue; and

WHEREAS, the City advertised and obtained one quote from a party interested in farming the above stated property for the production of row crops for the 2017 crop year as follows:

Wayne Calander, Calander Farms $6,703.13

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. Hereby accepts the quote as received from Wayne Calander, Calander Farms, for the amount of $6,703.13 /annual rent for the 2017 crop year for the rental of approximately 82.7 acres of City property for crop farming as described above.

2. That the annual rent of $6,703.13/yr. shall be due and paid to the City of Isanti according to the following schedule:

   On December 1, 2016 $3,351.57 (1st half of year 2017 annual fee)
   On November 30, 2017 $3,351.56 (2nd half of year 2017 annual fee)

3. The City reserves the right to develop the property at any time through the contract period. If the City exercises this right, the City shall compensate Mr. Calander for the fair market value of the crop destroyed, valued at the average market price per bushel as of the date of initial construction activity resulting in the removal of the crop, based upon the average per acre yield as established by the records maintained by USDA pertaining to the subject field or as available for similar fields located in Isanti Township, in the event such records are not available for the specific crop field herein.
4. That Mr. Calander shall have no right to rent the land for future crop years after year 2017 unless awarded the lease by the City Council through a bid process.

This resolution was duly adopted by the Isanti City Council this 5th day of July 2016.

Attested:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

APPROVED RENTER:

WAYNE CALANDER, CALANDER FARMS

_____

Signature

_____

Date

CITY OF ISANTI
ISANTI, MINNESOTA
LEASE OF CITY OWNED CROP LAND QUOTE SHEET

I (we) submit the following quote for lease of City of Isanti owned crop land. The quote is for an annual lease for in accordance with the specifications provided

Parcel A

North and east of the City of Isanti Wastewater Treatment Facility, located to the east of 3rd Avenue/Jackson Street North and south of 299th Avenue.

Acreage: 82.7

Quote for Crop Year 2016 $ 6703.13 /year

Wayne Calander
Name (Printed)

Calander Farms
Company Name

4019 311 TH. Ave. NE Cambridge mn. 55008
Address

763-689-4771
Phone Number

Wayne Calander
Authorized Signature

6-24-16
Date

RESOLUTION NO. 2016-XXX

RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2016 PRIMARY ELECTION

WHEREAS, the Primary Election shall be held on August 9, 2016, and

WHEREAS, the City of Isanti must appoint election judges for both precincts for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. The following persons shall be appointed to serve as election judges and/or as alternates for the City of Isanti precinct at the Primary Election to be held on August 9, 2016:

    Erika Zdon (Head Judge)
    Janice Lutterman (Head Judge)
    Judy Sorenson
    Marion Schulz
    Margaret Enquist
    Jeanne Stafki
    Michelle Carlson
    Lorraine Torpy
    Kareen Englund
    Cindy Riley
    Linda Marx
    Kim Garber
    Margaret Johnson
    Onalee Canfield
    Lori Haigh
    Kristin Gaffaney
    Mary Ecklund
    Richard Baumgartner
    Mary Baumgartner
    Dawn Kauffman-Mace
    Collette Brogger
    Jodi Anderson
    Melissa Lamb
    Mary Bye
    Diana Meyer
    Jackie Harris-Rude
    Marc Rude
    Lindsey McInnis
    Don Lorsung
    Josi Wood

Chief Gene Hill
Roxanne Achman

2. Election Judges (non-staff) shall be compensated for mileage to and from training, for election training, and for the hours served as an Election Judge on August 9, 2016.
3. The Head Judge (non-staff) shall be compensated at a rate of $11.00/hr and Election Judges (non-staff) shall be compensated at $10.00/hr.
4. City Staff is authorized to provide reasonably priced meals to election judges and to purchase any additional supplies needed in order to ensure elections run efficiently and effectively.
5. The Election Administrator is authorized to train and appoint election judges as necessary.

This resolution is duly adopted by the Isanti City Council this 5th day of July 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JULY 19, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. July 5, 2015 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1.	Parks, Recreation, & Culture Meeting	Tuesday, July 26, 2016 at 6:00 p.m.
2.	National Night Out	Tuesday, August 2, 2016 at 6:00 p.m.
3.	City Council Meeting	Wednesday, August 3, 2016 at 7:00 p.m.
4.	City Council Budget Workshop	Wednesday, August 3, 2016
	(Immediately following the City Council Meeting)	
5.	Economic Development Authority Meeting	Wednesday, August 3, 2016
	(Immediately following the City Council Budget Workshop Meeting)	
6.	Planning Commission Meeting	Wednesday, August 10, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items

City Administrator Don Lorsung

1. Resolution Approving the Request from Bobby and Chad Bunes for an Interim Use Permit to allow for a Pet Grooming Salon to be located within the Dual Square Mall.
2. Resolution and Ordinance Approving an Amendment to Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales
3. Resolution to Approve an Ingress and Egress Easement Agreement between the City of Isanti and the Isanti Parkway Condominium Owners' Association

L. Approve Consent Agenda
1. Consider Accounts Payable in the Amount of $751,627.75 and Payroll in the amount of $94,439.33

2. Final Meeting Minutes for the June 7, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the June 14, 2016 Planning Commission Meeting
4. Resolution to Establish Date for Canvass Board Meeting
5. Resolution Approving Application for Exempt Gambling Permit for Isanti County Pheasants Forever Chapter 334
6. Resolution Approving Application for Local Gambling Permit for Rum River BMX Association
7. Resolution Acknowledging Permanent Employee Status for Part Time Custodian Joseph Anderson
8. Resolution Acknowledging Permanent Employee Status for Building Official Nick Henly

M. Other Communications

1. Draft Meeting Minutes for the July 5, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the July 12, 2016 Planning Commission Meeting
3. June Police Department Report
4. June Code Enforcement Report
5. June Building Inspector Report
6. July Engineering Report

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JULY 5, 2016
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser

Members Absent: Steve Lundeen

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey McInnis, Economic Development Director Sean Sullivan

D. Adopt Agenda
Motion by Lorinser, second by Collison to approve the agenda. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. June 21, 2016 - Regular Meeting of the City Council

Motion by Lorinser, second by Collison to approve the regular City Council Meeting Minutes of June 21, 2016 as presented. Motion carried unanimously.

G. Citizens Input
None

H. Announcements

1.	Planning Commission Meeting	Tuesday, July 12, 2016 at 7:00 p.m.
2.	City Council Meeting	Tuesday, July 19, 2016 at 7:00 p.m.
3.	City Council Budget Work Session	Tuesday, July 19, 2016
	(Immediately following the 7:00 p.m. City Council Meeting)	
4.	Parks, Recreation, & Culture Meeting	Tuesday, July 26, 2016 at 6:00 p.m.

I. Council Committee Reports
Mayor Wimmer reported on upcoming items that will be included in the Budget Meetings. The only expected increase would be to cover the Fire Districts increase of 13% for 2016, as well as preparing for 2017. Based on costs from the last few years in regards to mediation/arbitration, a contingency fund is being added in the amount of $10,000. Those are the only two areas that are expected to increase in budgeting which is approximately $47,000 at this point. This will be discussed more at the budget meetings but the Mayor wanted the Council to be aware of where the budget is at.

The Mayor also reported The Green Table was voted to have the best lunch in Isanti County by Isanti County news readers.

J. Public Hearings

None

K. Business Items

1. Mr. James Witte was the only applicant for the vacant Parks, Recreation and Culture Board Seat. Mr. Witte was interviewed by the Council.
    a. **Resolution 2016-215 to Appoint Candidate James Witte to Fill Vacant Parks, Recreation and Culture Seat**

Motion by Collison, second by Lorinser. Motion carried unanimously.

2. Considered the addition of the Rum River BMX Association Board to the list of Committees with Mayor Wimmer being appointed to that Board for the remainder of this year. Considered amending Resolution No. 2016-188 to include updated representatives.
    b. **Ordinance 2016-648** Amending the Code for the City of Isanti, Chapter 8 City Council, Article III, Section 8-18 Committees to include Rum River BMX Association Board

Mayor Wimmer indicated he would like to appoint himself to the Rum River BMX Association Board.

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

    c. **Resolution 2016-216** to Amend the Designation of Committees and Representatives for City Commissions and Advisory Boards for Year 2016 to include Rum River BMX Board Appointee and Parks, Recreation and Culture Board Appointee

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

3. **Resolution 2016-217** Approving the Addition of Grass Volleyball Court at Rum River Meadows

Mayor Wimmer explained that a grass court is very feasible and would be paid through the existing Park and Recreation budget. This City has the available lots. The Mayor indicated that previously, a sand volleyball court was looked into, but it was quite a bit more expensive. The frame around it, the special sand and to meet all safety regulations would run approximately $15,000-$20,000. Many years ago the grass courts at Mattson Park were taken out. These will be a good replacement and give the community a nice amenity that we haven't had in a while. It was noted the tennis courts are still at Mattson Park, Whisper Ridge and currently working with the Arts and Science Academy on a joint project to try and get additional tennis courts at that location. Council member Lorinser raised a concern with the nets and being a potential for damage. The Mayor stated that in the past, we have done fairly well with tennis

and basketball courts/nets. Primarily, the only issue is with the wear and tear due to the age of the courts, which is also something the City is currently working to repair.

Motion by Lorinser, second Bergley. Motion carried unanimously.

3. Future Dog Park Discussion

The Mayor stated that the area being looked at for the potential dog site location is located just East of the BMX facility. It is along the railroad tracks, and has an abundance of trees. Creating the dog park is not something we would be doing this year, unless we can find a grant to pay for it. The discussion is to provide a planned location where we would plan to develop it. Many residents have asked questions about or requested a dog park. Also, some people have even indicated an interest to help and even donate funds towards it. If there is a designated spot, the City can start working towards that goal of implementing the park. There are two structures located at that space currently, one for Public Works and one for the Police Department, which eventually should be moved and provide more space for those departments to store things. The only downfall is that it is near the railroad tracks and when a train goes by it is louder, however it is still a beautiful area. Councilor Bergley asked if the council was being asked to approve all of the items including the budgets. The Mayor clarified that Council is only approving the location of a dog park and if and when we are ready to fund it, it will require another discussion. The approval is the basis of how staff can start making strides towards having a dog park. Council member Bergley questioned if it was brought up at the last Park and Recreation Meeting and asked if there were other sites looked at. The Mayor explained there has been discussion and that it would have been brought up at the last Park and Recreation meeting, but they did not have a quorum, so no meeting was held. To keep the ball rolling on it, it was brought to City Council to determine a designated area. Other areas have been looked at but they all presented different issues. The Mayor stated that this seems to be the best location option.

Motion by Bergley, second by Lorinser to approve the concept and location of a future dog park to the east of the BMX facility. Motion carried unanimously.

Economic Development Director Sean Sullivan

4. **Resolution 2016-218** Calling for Special Legislative Session and Restoration of Funding for Minnesota Investment Fund and Job Creation Fund

The Mayor explained that the recent tax bill was vetoed. The Mayor would love to have the Council's support in this letter to call for a Special Legislative Session and restoring the funding of the Minnesota Investment Fund and the Job Creation Fund. The Mayor stated a lot of communities are doing this. However, it is unknown if it will have any impact at all on the political season but the more effort in trying to get additional funding for this, the better. This is also holding up future LGA (Local Government Aid) money as well.

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

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $211,889.71 and Payroll in the amount of $100,995.48
2. **Resolution 2016-219** Acknowledging Permanent Employee Status for Code Enforcement/Zoning Technician Matt Lindholm
3. **Resolution 2016-220** Accepting Resignation from Part Time Liquor Store Clerk Emily Cavallaro
4. **Resolution 2016-221** Accepting Quote for the Lease of City Owned Crop Land
5. **Resolution 2016-222** Appointing Election Judges for the 2016 Primary Election

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

M. Other Communications

None

Adjournment

Motion by Bergley, second by Lorinser. Motion carried unanimously. Meeting adjourned at 7:15pm

Respectfully submitted,

Janice Lutterman
Administrative Data Clerk

A Community For Generations.

Isanti

K.1.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: July 19, 2016

Subject: Request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114.

Background

The applicant is proposing to start-up a pet grooming salon within the Dual Square Mall located at 401 East Dual Blvd NE. The salon would provide grooming services for an average of 6-8 customers per day. The salon will have operation hours of 7am to 7pm, but the actual times will be dictated by appointments. There will initially be one groomer, the owner, with plans to bring on an additional two groomers in the next 3-5 years.

Staff would like to add the following conditions based on past Interim Use Permits for pet grooming:

1. The petitioner shall make application for and receive approval of any appropriate additional permits (building, plumbing, etc.) from the Building Official related to the business operation.
2. The petitioner shall obtain any necessary County or State licenses for the business; and copies of such shall be provided to the City.
3. The premises in which the animals will be kept and groomed shall be kept in a clean, sanitary, healthful, and humane manner at all times; and shall be open to inspection by the Animal Warden or other person charged with the enforcement of Chapter 87 of the Isanti City Code or any other health or sanitary regulation of the City at reasonable times. Failure to do so shall constitute grounds for the revocation of the Interim Use Permit.
4. Dogs shall be leashed at all times coming both to and from any vehicle arriving for an appointment.
5. The property shall be kept clean. All dog feces shall be picked up and removed from the property on a daily basis.
6. The Interim Use Permit is granted to Bobby and Chad Bunes for the property located at 401 East Dual Blvd NE. The Interim Use Permit shall terminate upon the occurrence of any of the following events; whichever comes first: (1) the sale or lease of the property to another renter or owner; (2) the use has been discontinued for one year; or (3) the City Council suspends or revokes the Interim Use Permit upon failure of the interim use to comply with the conditions of approval and/or the property or use is found to be in violation of other City Ordinances.

Comprehensive Plan

The Comprehensive Plan guides the area for General Commercial uses. The purpose of this category is to identify portions of Isanti that contain or should be developed as a mixed-use environment for general commercial and service uses. Examples may include highway-oriented businesses such as fast food restaurants, convenience stores, gas stations, retail establishments, and other auto-oriented uses. Limited office and service uses are appropriate in these areas as well, depending on scale and location. Service uses

associated with medical care facilities may also be considered to form a cohesive development. Uses may include medical, professional, or administrative office facilities; hospitals, medical clinics, medical research and development facilities as well as residential care facilities such as nursing homes or assisted living facilities.

Much of this land use is located along the Highway 65 corridor and CSAH 5. General Commercial is the largest commercial land use designation. These uses are predominately auto-oriented in terms of access and services. However, provisions for pedestrian walkways, parking, transit facilities and other site and design characteristics should be considered so as to encourage a walkable area, where commercial, retail, and service uses are easily accessible to the community. Design of both site and buildings are important to maintaining a thriving commercial base. In addition, commercial businesses not located at major intersections should remain small scale, and provide services primarily to the surrounding neighborhood. Also, the architecture and site design of all commercial areas must be compatible with the surrounding neighborhood and landscape. Such issues as building size, location on the lot, building materials, screening and other design issues are important.

It is the overall intent of this land use designation to cultivate a commercial/service environment that not only ensures a future ability for the location of medical facilities able to meet the projected and evolving needs of the City and region, but to promote a commercial district that will better define the community's small town character and create more expansive commercial and retail opportunities for City residents.

Zoning Ordinance Provisions

The property is zoned "B-2" General Business District. The purpose of the district is to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as to business that provide basic shopping and service needs to the community. When designing a commercial site within the General Business District, compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important when creating and maintaining a thriving commercial base. The use is permitted within this particular zoning district designation. The use is subject to the lot requirements and setbacks associated with this district.

Within the "B-2" General Business Districts, parking facilities are permitted to be located on a lot with no principal use, providing a Conditional Use Permit has been granted.

Parking Requirements

The total building size is 9,250 square feet. There are 45 parking stalls on site. The Mall requires 37 stalls (1 stall/250sf floor area). The parking would appear to be sufficient to accommodate the uses on-site.

Interim Use Permit Requirements

Subdivision 5: Criteria for Granting an Interim Use Permit

The Planning Commission and City Council shall consider the effect of the proposed use upon the health, safety, and general welfare of occupants of surrounding properties. The Planning Commission and City Council shall consider and make findings regarding the following factors:

A. The proposed use shall meet the applicable zoning regulations; and

B. The proposed use will not adversely impact implementation of the Comprehensive Plan; and

C. The proposed use will terminate upon a date or event that can be identified with certainty; and

D. The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and

E. The applicant has signed a consent agreement agreeing that the applicant, owner, operator, tenant and/or user has no entitlement to future re-approval of the Interim Use Permit; and

F. The proposed use will be subjected to, by agreement with the property owner, any conditions that the City Council deems appropriate for permission of the proposed interim use, including a condition that the owner may be required to provide an appropriate surety to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use.

Subdivision 6: Conditions of Approval

In permitting a new interim use permit or amending an existing interim use permit, the Planning Commission may recommend and the City Council may impose, in addition to the standards and requirements expressly specified by this section, additional conditions which the Planning Commission and/or City Council consider necessary to protect the best interest of the surrounding area or the community as a whole. These conditions may include, but are not limited to, the following:

A. Increasing the required lot size or yard dimensions;

B. Limiting the height, size, or location of buildings;

C. Controlling the location and number of vehicles access points;

D. Increasing the street width;

E. Increasing the number of required off-street parking spaces;

F. Limiting the number, size, location or lighting of signs;

G. Requiring diking, fencing, screening, landscaping or other facilities to protect adjacent or nearby property;

H. Designation of open space;

I. Obtaining the necessary licenses as required by the City of Isanti, Isanti County or State of Minnesota;

J. Restrictions on the hours of operation;

K. Exterior lighting is limited to protect adjacent or nearby property;

L. Controlling architectural appearance and functional design of the building or site;

M. Applicable performance standards of the zoning district in which such use is located are met and non-conformities are eliminated;

N. Annual review, if deemed appropriate by the City Council.

O. Any additional stipulations, pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public, health, safety, and welfare, can be served as well or better by modifying or expanding upon the conditions set forth herein.

Any change involving structural alterations, enlargement, intensification of use, or similar changes not specifically permitted by the interim use permit shall require an amended interim use permit and all procedures shall apply as if a new permit were being issued. The Zoning Administrator or their designee

shall maintain a record of all interim use permits including information on the use, location, and conditions imposed by the City Council, time limits, review dates, and such other information as may be appropriate.

Public Notice
Notice of the Interim Use Permit Request was published within the Isanti County News on Wednesday, June 29th, 2016. Letters were provided to property owners located within 350' of the subject property.

Public Comments
No public comment had been received regarding the Interim Use Permit request prior to the release of the staff memo.

Planning Commission Recommendation:
Motion by Lundeen second by Bergley to recommend approval of the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114 based on the Findings of Fact and Conclusion with the following conditions:

1. The petitioner shall make application for and receive approval of any appropriate additional permits (building, plumbing, etc.) from the Building Official related to the business operation.
2. The petitioner shall obtain any necessary County or State licenses for the business; and copies of such shall be provided to the City.
3. The premises in which the animals will be kept and groomed shall be kept in a clean, sanitary, healthful, and humane manner at all times; and shall be open to inspection by the Animal Warden or other person charged with the enforcement of Chapter 87 of the Isanti City Code or any other health or sanitary regulation of the City at reasonable times. Failure to do so shall constitute grounds for the revocation of the Interim Use Permit.
4. Dogs shall be leashed at all times coming both to and from any vehicle arriving for an appointment.
5. The property shall be kept clean. All dog feces shall be picked up and removed from the property on a daily basis.
6. The Interim Use Permit is granted to Bobby and Chad Bunes for the property located at 401 East Dual Blvd NE. The Interim Use Permit shall terminate upon the occurrence of any of the following events; whichever comes first: (1) the sale or lease of the property to another renter or owner; (2) the use has been discontinued for one year; or (3) the City Council suspends or revokes the Interim Use Permit upon failure of the interim use to comply with the conditions of approval and/or the property or use is found to be in violation of other City Ordinances.

Motion carried unanimously.

Deadline for City Council Action
The City of Isanti received a complete application for this request on June 9th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by August 8th, 2016 (60-days); unless an extension of the review period has been agreed to by the applicant.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114 for the following reasons……

4. Table: Motion to table the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114 (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016-XXX
- Findings of Fact and Conclusion
- Statement of Proposed Use provided by the applicant

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE INTERIM USE PERMIT AS REQUESTED BY BOBBY AND CHAD BUNES TO OPERATE A PET GROOMING SALON ON THE PROPERTY LOCATED 401 EAST DUAL BOULEVARD NE

WHEREAS, Bobby and Chad Bunes have applied for an Interim Use Permit to operate a pet grooming salon at 401 East Dual Boulevard NE; and,

WHEREAS, the property is located within the "B-2" General Business District and an Interim Use Permit is required for pet grooming; and,

WHEREAS, the petitioner has provided a letter outlining the pet grooming business; and,

WHEREAS, the Planning Commission conducted a public hearing on the proposed Interim Use Permit on July 12th, 2016 and recommended approval of the Interim Use Permit subject to City staff conditions based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Interim Use Permit at its regularly scheduled meeting on July 19th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Interim Use Permit and **BE IT FURTHER RESOLVED** by the City Council of the City of Isanti, Minnesota that the Interim Use Permit as requested by Bobby and Chad Bunes to operate a pet grooming business at 401 East Dual Blvd NE, with the following conditions:

1. The petitioner shall make application for and receive approval of any appropriate additional permits (building, plumbing, etc.) from the Building Official related to the business operation.
2. The petitioner shall obtain any necessary County or State licenses for the business; and copies of such shall be provided to the City.
3. The premises in which the animals will be kept and groomed shall be kept in a clean, sanitary, healthful, and humane manner at all times; and shall be open to inspection by the Animal Warden or other person charged with the enforcement of Chapter 87 of the Isanti City Code or any other health or sanitary regulation of the City at reasonable times. Failure to do so shall constitute grounds for the revocation of the Interim Use Permit.
4. Dogs shall be leashed at all times coming both to and from any vehicle arriving for an appointment.
5. The property shall be kept clean. All dog feces shall be picked up and removed from the property on a daily basis.
6. The Interim Use Permit is granted to Bobby and Chad Bunes for the property located at 401 East Dual Blvd NE. The Interim Use Permit shall terminate upon the occurrence of any of the following events; whichever comes first: (1) the sale or lease of the property to another renter or owner; (2) the use has been discontinued for one year; or (3) the City Council suspends or revokes the Interim Use Permit upon failure of the interim use to comply with the conditions of approval and/or the property or use is found to be in violation of other City Ordinances.

Adopted by the Isanti City Council on this 19th day of July, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114.

Findings of Fact

1. The petitioner, Bobby and Chad Bunes, have received approval from Tyler South LLC, property owners of 401 East Dual Blvd NE.
2. The property is zoned "B-2" General Business District, in which Animal Sales and Services are considered an Interim Use and are regulated by Section 13 of the Zoning Ordinance.
5. In review of the zoning ordinance provisions, the use "dog grooming" would appear to meet the definition of Animal Services.
5. The petitioner submitted a complete Interim Use Permit Application on June 9th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by August 8th, 2016 (60-day rule).
6. A public hearing date before the Planning Commission was scheduled for Tuesday, July 12th at 7:00 p.m. at City Hall within the Council Chambers.
7. Notice of the Interim Use Permit request was published within the Isanti County News on Wednesday, June 29th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
8. Section 21, Article 3: Interim Uses, Subdivision 5 of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing an Interim Use Permit request. In addition, the Planning Commission may recommend and the City Council may require additional items so as to protect the best interest of the surrounding properties or the community as a whole and may include, but are not limited to the items listed within Section 21, Article 3: Interim Uses, Subdivision 6 of the Zoning Ordinance.

Conclusions

1. In review of the factors established in Section 21, Article 3: Interim Uses, Subdivision 5, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. The proposed use shall meet the applicable zoning regulations.
     The proposed use has been identified as an Interim Use within the "B-2" General Business District. The use would appear to meet the regulations for the zoning district in which the use will be located. Conditions have been placed upon the approval, so as to ensure that there are no adverse effects to surrounding properties and the City as a whole.
   - B. The proposed use will not adversely impact implementation of the Comprehensive Plan.
     The proposed use was previously determined to be acceptable as an Interim Use within the General Business District. The proposed use is an interim use and will only continue on the property until such time as the business would cease to operate or the lease for the unit would expire. The permit is being granted to the applicants only. Conditions have been placed on the use to ensure that the use will not adversely affect the implementation of the Comprehensive Plan.
   - C. The proposed use will terminate upon a date or event that can be identified with certainty.
     The proposed use could be conducted on the property until such time as:1) the business would cease to operate, 2) the tenant vacates the building, or 3) the business is sold to another owner, whichever were to occur first.
   - D. The proposed use will not impose additional costs on the public if it is necessary for the public to take the property in the future.

At this time, the improvements being made to the unit to accommodate the use do not appear to impose additional costs on the public. The unit is within a commercial shopping center owned by a private party.

E. The applicant has signed a consent agreement agreeing with the applicant, owner, operator, tenant and/or user has no entitlement to future re-approval of the Interim Use Permit.
The applicant is aware of the terms of the Interim Use Permit and that a new permit would be necessary should a different group or entity decide to take over the business/unit in the future.

F. The proposed use will be subject to, by agreement with the property owner, any conditions that the City Council deems appropriate for permission of the proposed interim use, including a condition that the owner may be required to provide an appropriate surety to cover the cost of removing the interim use and any interim structures upon the expiration of the interim use.
Additional conditions have been added to the approval and have been provided for within this Findings of Fact and Condition, which the City Council have determined are necessary to protect the best interest of the surrounding area and the community as a whole.

Decision
The Planning Commission reviewed the request in a public hearing on **July 12, 2016**. The meeting minutes shall be made a part of the Findings of Fact and Conclusion.

Planning Commission Recommendation:
Motion by Lundeen second by Bergley to recommend approval of the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114 based on the Findings of Fact and Conclusion with the following conditions:

1. The petitioner shall make application for and receive approval of any appropriate additional permits (building, plumbing, etc.) from the Building Official related to the business operation.
2. The petitioner shall obtain any necessary County or State licenses for the business; and copies of such shall be provided to the City.
3. The premises in which the animals will be kept and groomed shall be kept in a clean, sanitary, healthful, and humane manner at all times; and shall be open to inspection by the Animal Warden or other person charged with the enforcement of Chapter 87 of the Isanti City Code or any other health or sanitary regulation of the City at reasonable times. Failure to do so shall constitute grounds for the revocation of the Interim Use Permit.
4. Dogs shall be leashed at all times coming both to and from any vehicle arriving for an appointment.
5. The property shall be kept clean. All dog feces shall be picked up and removed from the property on a daily basis.
6. The Interim Use Permit is granted to Bobby and Chad Bunes for the property located at 401 East Dual Blvd NE. The Interim Use Permit shall terminate upon the occurrence of any of the following events; whichever comes first: (1) the sale or lease of the property to another renter or owner; (2) the use has been discontinued for one year; or (3) the City Council suspends or revokes the Interim Use Permit upon failure of the interim use to comply with the conditions of approval and/or the property or use is found to be in violation of other City Ordinances.

Motion carried unanimously.

The Paw Spa LLC

Employees

Being a start-up business the amount of employees will be just the owner (Bobby Bunes) with plans to potentially bring on an additional 2 groomers for a total of 3 in the next 3-5 years.

Customers per Day

With one groomer there will be an average of 6-8 customers per groomer, per day.

Hours of operation

7AM to 7PM would be the earliest and latest times but actual times will be dictated by appointments.

Chad and Bobby Bunes

A Community For Generations.

Isanti

K.2.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: July 19, 2016

Subject: Resolution and Ordinance to Amend Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales.

Background

It was recently discovered that Motor Vehicle Sales was inadvertently left out of the B-2 General Business District when Zoning Ord. 176 was repealed and replaced with Zoning Ord. 445 in 2008. I believe it was inadvertent due to the fact that it was a Conditional Use in Ord. 176 and when the Planning Commission decided to amend Ord. 445 to allow Motor Vehicle Sales in the B-1 District in 2010, it was stated in the minutes that the only other area that allows Motor Vehicles Sales is the B-2 District. I believe everyone was under the assumption that it was allowed with at CUP in the B-2 District. I also did not find any discussion on removing it from the B-2 District when Ord. 445 was being drafted.

City Attorney Joslin was consulted on this matter and agreed that it appeared to be a clerical error. Joslin recommended a resolution directing staff to amend Ordinance 445 to add Motor Vehicle Sales back into the Conditional Use section of the "B-2" General Business District. No public hearing is required.

Planning Commission Recommendation:

Motion by Bergley second by Cesafsky to recommend approval of the Resolution and Ordinance to Amend Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales. Motion carried unanimously.

Attachments

- Resolution No. 2016-XXX
- Ord. No. XXX
- Excerpt from Zoning Ord. 176, Section 9: "B-2" General Business District, Subd. 4 Conditional Uses (see page 7)
- Planning Commission Minutes from August 9, 2010 discussing motor vehicle sales (see page 4)
- Email to City Attorney Clark Joslin regarding Clerical Error dated June 28, 2016

RESOLUTION NO. 2016-

A RESOLUTION DIRECTING STAFF TO CORRECT ZONING ORDINANCE 445, SECTION 7, ARTICLE 2 "B-2" GENERAL BUSINESS DISTRICT DUE TO AN INADVERTANT OMISSION OF MOTOR VEHICLE SALES AS A CONDITIONAL USE PERMIT

WHEREAS, Staff recently discovered that Motor Vehicle Sales were not listed as a Conditional Use within the "B-2" General Business District; and,

WHEREAS, Ordinance No. 176 permitted Motor Vehicle Sales as a Conditional Use prior to its repeal and replacement by Ordinance No. 445; and,

WHEREAS, there is no record of discussion to remove Motor Vehicle Sales from the "B-2" District; and,

WHEREAS, furthermore, past minutes indicated a presumption that Motor Vehicles Sales were carried over from Ord. 176 to Ord. 445; and,

WHEREAS, the exclusion of Motor Vehicle Sales from the "B-2" District was inadvertent clerical oversight; and,

WHEREAS, Motor Vehicle Sales are to be added to Ord. 445, Section 7, Article 2 "B-2" General Business District, Subdivision 3 Conditional Uses; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that Ord. 445, Section 7, Article 2 "B-2" General Business District, Subdivision 3 Conditional Uses be amended to include Motor Vehicle Sales.

Adopted by the Isanti City Council on this 19th day of July 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO 445 ZONING; SECTION 7 BUSINESS DISTRICTS; ARTICLE 2 "B-2" GENERAL BUSINESS DISTRICT, SUBDIVISION 3 CONDITIONAL USES

THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

Section 7: Business Districts, Article 2 "B-2" General Business District is hereby amended to read as follows:

Subdivision 3: Conditional Uses

The following are conditional uses within the "B-2" General Business District and shall require a Conditional Use Permit based upon the procedures set forth and regulated by Section 21 of this Ordinance. Additional specific standards and criteria may be cited for respective conditional uses and a request shall be evaluated based upon those additional standards and criteria.

...

S. Motor Vehicle Sales, subject to the standards as provided within Section 13 of this Ordinance.

~~S~~T. Nursery, retail

~~T~~U. Parking facilities, when not accessory to a principal use.

~~U~~V. Private clubs.

~~V~~W. Public buildings.

~~W~~X. Religious institutions.

~~X~~Y. Restaurants (Carry-out, Drive-in, Fast food, or Sit-down).

~~Y~~Z. Self storage facility.

~~Z~~AA. Senior residential care facilities, as defined within Section 2 of this Ordinance.

~~AA~~BB. Social service facility.

~~BB~~CC. Temporary patient/family housing.

~~CC~~DD. Tool / equipment rental facility (with accessory open sales lot), subject to the standards as provided within Section 13 of this Ordinance.

~~DD~~EE. Trade / business school.

~~EE~~FF. Wholesale establishment, indoors.

~~FF~~GG. Wind energy conversion systems, as an accessory use, subject to the standards as provided within Section 13 of this Ordinance.

~~GG~~HH. Brewpub.

~~HH~~II. Brewer tap room.

~~I~~JJ. Microbrewery.

~~JJ~~KK. Micro distillery.

~~KK~~LL. Educational Institutions, subject to the following requirements.

1. Number of students to be defined based on location, traffic and any other factors determined appropriate in relation to school size.
2. The applicant shall submit a plan showing traffic flow and safety concerns.
3. Additional standards as provided in Section 13 shall be met.

~~LL~~MM. Adult Day Center.

II. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 19th day of July 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Ord. 176

SECTION 9

TABLE of CONTENTS

SECTION 9: "B-2" GENERAL BUSINESS DISTRICT (GBD) 2

SUBD. 1. PURPOSE 2
SUB. 2. SPECIAL REQUIREMENTS 2
SUB. 3. PERMITTED USES 2
SUBD. 4. CONDITIONAL USES 5
SUBD. 5. ACCESSORY USES 8
SUBD. 6. HEIGHT REGULATIONS 9
SUBD. 7. FRONT, SIDE AND REAR YARD REQUIREMENTS ..... **ERROR! BOOKMARK NOT DEFINED.**
SUBD. 8. SITE PLANS 9
SUBD. 9 BUILDING MATERIALS 9
SUBD 10. PARKING REQUIREMENTS 9
SUBD. 11. SITE PLAN 9
SUBD. 12. IMPERVIOUS SURFACE 9

SECTION 9: "B-2" General Business District (GBD)

Subd. 1. Purpose

This district is designed and intended to promote the development of uses which require large concentrations of automobile traffic. This district encourages many types of uses and allows some pedestrian-oriented business under certain conditions. All permitted (and conditional) uses allowed in the CBD (B-1) are allowed in the GBD, providing uses listed in the CBD district shall be over 1,500 square feet unless located in a shopping mall complex consisting of four or more separate contiguous businesses with a minimum total area of 2,400 square feet in the shopping mall. This will allow for an expansion of needed pedestrian-oriented commercial activities in Isanti. Uses in this district other than those allowed in the CBD will be limited to highway-oriented uses.\

Desire to have our City look attractive from all collector and arterial roads.

Subd. 2. Special Requirements

A. All business, servicing, or processing shall be conducted within completely enclosed buildings, with the following exceptions: establishments of the "drive-in" type, display of merchandise for sale to the public, and off-street parking and loading.

B. The enclosed _____ parking of trucks as an accessory use, when used in the conduct of a permitted business listed hereafter in this section, shall be limited to vehicles of not over 1-1/2 tons capacity when located within 75 feet of a residence district boundary line. Add a maximum number of vehicles?

Subd. 3. Permitted Uses

A. Agricultural products store.

B. Ambulance Service

C. Antique, gift, or jewelry stores.

D. Apparel and accessory stores.

E. Appliance store, sales and service.

F. Art and school supply, book, and stationery stores.

G. Art, photographic, musical, and theatrical studios.

H. Auto, glass, muffler, and upholstery shop

I. Auto parts and sales.

J. Bakeries employing not more than four persons in the baking process.

K. Banks, savings and loan associations, and other financial institutions.

L. Barber and beauty shops.

M. Bicycle shops.

N. Blueprinting, photo stating, and lithography.

O. Bus, railway, or airline depot or ticket office

P. Camera and photographic supply store.

Q. Candy, pre-packaged ice cream and confectionery store (retail only.)

R. Catalog, service and mail order house

S. Catering Establishments.

T. Cellular Phone & Accessory Sales

U. Clinics for human care.

V. Day Care Center

W. Delicatessen store.

X. Discount stores

Y. Drug store, variety, five-and-ten cent stores.

Z. Dry cleaning and laundry collection stations.

AA. Employment Agencies

BB. Flower shops.

CC. Furniture store

DD. Garden supply, landscapes, nursery

EE. Grocery store, fruit store.

FF. Hall, renting for meetings, conventions, or social gatherings.

GG. Hardware store.

HH. Health club or gym.

II. Hobby store

JJ. Hotel or motel

KK. Interior decorating and/or paint and wallpaper store.

LL. Laboratories, medical and dental

MM. Laboratory, scientific testing.

NN. Laundromats

OO. Locksmith

PP. Massage – not adult use

QQ. Medical appliances, sales, and fittings

RR. Mortuary

SS. Motorcycle shop.

TT. Museum

UU. Music Store, accessories and studios

VV. Novelty or souvenir stores

WW. Office furniture & supplies

XX. Optical goods and services

YY. Professional and related business offices

ZZ. Pet Shop

AAA. Picture processing and equipment

BBB. Pipe and tobacco shop

CCC. Post office

DDD. Printing and publishing shops

EEE. Radio, television broadcasting (including transmitter studios)

FFF. Religious institutions

GGG. Retail store under 5,000 square feet

HHH. Shoe and repair shop

III. Shopping mall complex

JJJ. Sporting goods and health equipment and supply

KKK. Tailor shops

LLL. Tanning salon

MMM. Telephone booths (outside)

NNN. Theaters (not outdoors)

OOO. Tire Sales

PPP. T.V. and radio sales and repair

QQQ. Trade schools

RRR. Upholstery shop of any type

SSS. Veterinary clinic

Subd. 4. Conditional Uses

The following uses may be conditionally permitted.

A. Buildings of pole type construction are not permitted under any circumstances; however, other types of buildings or land may be used for the following granted a Conditional Use Permit:

B. Any building structure that will exceed forty-five (45) feet or three (3) stories in height.

C. Bowling, archery, roller skating, and indoor swimming.

D. Building/lumber materials (retail only).

~~F.~~E. Catalog service, mail order sales and internet sales.

~~G.~~F. Club, lodge or dance hall

~~H.~~G. Community or convention centers.

~~I.~~H. Drive-in and convenience food services, car washes, auto service stations, auto repair, enclosed (define) building material sales, and other auto related services provided that:

a. The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment to property values or constitute a blighting influence within a reasonable distance of the lot.

~~a.~~b. When a lot line coincides with a residential district, a buffer of not less than five (5) feet in width shall be landscaped and screened in compliance with Section 13, Subd. 10 of this Ordinance.

~~a.~~c. Parking shall be screened from view from butting residential district and uses in compliance with Section 13, Subd. 10 of this Ordinance.

~~a.~~d. The entire area other than that occupied by buildings or structures shall be surfaced or grassed to control dust and drainage.

~~a.~~e. Vehicular access points shall create a minimum of conflict with through movement.

I. Establishments serving liquor, including, but not limited to, bars, cocktail lounges and taverns.

J. Grocery store, provided it has one (1) off-street parking space for each 100 square feet of building floor space.

K. Gunsmith

L. Indoor ice cream.

M. Indoor tennis, racquet ball, hand ball, and/or similar recreational uses.

N. Library

O. Liquor and beer establishments requiring any licensing, including, but not limited to, the following: non-intoxicating liquor off-sale, non-intoxicating liquor on-sale; on-sale wine; and establishments requiring consumption and display permits.

P. Meat market and meat processing facilities to include slaughtering, providing that the following requirements are met:

1. Meat processing facilities may be allowed by a Conditional Use Permit only as an accessory use to a meat market. The meat processing facility shall be located in the same building as a meat market and the floor area of the slaughter area shall not exceed the floor area of the processing area and meat market
2. The applicant shall submit a plan showing all staging areas for the temporary storage of carcasses and disposal of animal remains, as outside storage is prohibited within the Central Business District.
3. The applicant shall demonstrate that the general standards and requirements for meat processing facilities as outlined in Section 13: General Provisions, Subdivision 17 can be met.

Q. Miniature Golf

R. Mini Storage.

S. Motor vehicle sales, including new and used automobiles, trucks, motorcycles, recreational vehicles and equipment, boats and marine sales, that involve outdoor display and sales area larger than thirty (30) percent of the area of the principle building providing that:

a. Outside sales areas are fenced or screened from view of neighboring residential uses or districts in compliance with General Provisions – Fencing regulations, of this Ordinance.
b. Area is grassed or surfaced to control dust.
c. Use does not take up parking space as required for conformity to this Ordinance.
d. The sales are is surfaced with bituminous or concrete.
e. Accessory automobile repair shall require the processing of a separate Conditional Use Permit (CUP).

T. Open or outdoor service, sale and rental as a principal or accessory use and including sales in or from motorized vehicles, trailers, or wagons provided that:

a. Outside services, sales and equipment rental connected with the principal use is limited to thirty (30) percent of the gross floor area of he principal use.
~~a.~~b. Outside sales areas are fenced or screened from view of neighboring residential uses or districts in compliance with Section 13, Subd. 10, of this Ordinance.

c. Storage are is surfaced to control dust such as bituminous, rock, concrete. Also, see site plan review ordinance.

d. The use does not take up parking space as required for conformity to this Ordinance.

U. Parking and vehicles – when not an accessory use to a business.

V. Planned unit developments.

W. Processing, storage, and commercial uses involving the production, processing, or storage of hazardous wastes, or which create hazardous waste as a byproduct. Or involving the production, processing, or storage of explosive or flammable materials.

a. A site plan shall be submitted describing the storage, transportation, and final disposal of the hazardous waste.
b. Proof of registration with the Minnesota Pollution Control Agency as a hazardous waste generator shall be submitted to the city prior to approval.

X. Public or quasi-public development

Y. Recreation Center

Z. Residential living quarters if the unit is in the same building as commercial use, and as long as off street parking requirements are met.

AA. Restaurants.

BB. Retail store over 5,000 square feet

CC. Senior citizen apartments.

DD. Youth center.

Subd. 5. Interim Uses

A. Flea Markets

B. Pawn Shops

C. Tattoo Establishments, non-adult use.

Subd. 6. Accessory Uses

A. Accessory uses incidental to, and on the same zoning lot as, the principal use are allowed.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
AUGUST 9, 2010

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: David Englund, Sue Larson, Cindy Lind-Livingston, Ross Lorinser, Steve Rask, Michael Streiff III, and Sean Stevens.

Members Absent: None.

Staff Present: Lisa Krause, City Planner

D. Agenda Modifications.

Krause stated there were no modifications to the Agenda.

2. Approval of Minutes from July 13, 2010 Planning Commission Meeting.

Motion by Lorinser, second by Larson to approve the July 13th, 2010 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Federated Co-op Inc to Amend Ordinance No. 445 Zoning: Section 7 Business Districts, Article 1 "B-1" Central Business District (CBD) to include Motor Vehicle Sales with accessory outdoor sales lot.

Krause presented the staff memo regarding the request. Krause stated that Mr. Scott Laboe was present to answer any questions that the Commission members may have.

Lorinser questioned if there was proposed language for the leasing portion of the request.

Krause stated that City staff would copy the language that is currently used within the zoning ordinance for the leasing request. Krause stated that both leasing and sales are required to meet the same types of performance standards.

Stevens opened the public hearing at 7:03 p.m.

Stevens questioned if the descriptions of the items to be sold should be further defined.

Krause questioned if we were referring to the ATV, etc.

Stevens stated yes. Stevens questioned if they were further defined in ordinance as vehicles under a specific number of cc's.

Krause stated no. Krause stated that under the current definition for recreational vehicles, a large number of items are identified, including campers and motor homes. Krause stated that the property owner is not requesting to have all of those items. Krause stated that staff is trying to narrow the language in the draft Ordinance to identify only those items the property owner would be looking to sell.

Lorinser questioned if there was enough room on the lot.

Krause stated that there is a great deal of impervious surface space available. Krause stated that there is also a parking variation for the property, in which there should be some areas on the property that do not have parking spaces, which could be utilized.

Laboe stated that most will be kept inside or around the skirting of the building. Laboe stated that when it came to the U-Hauls, there would be one or two vehicles. Laboe stated that if there were more than that at any one time, they would have them picked up. Laboe stated that they would not be selling motor vehicles. Laboe stated that it would be small trailers and ATVs.

Lorinser questioned if they were looking at the more northern style trailers.

Laboe stated that was correct. Laboe stated they would be selling the small, aluminum ones that are flat.

Larson questioned what they planned on doing to secure the items over night. Larson questioned if the items would be brought into the store.

Laboe stated that most items would be brought into the store in the evening. Laboe stated that the larger items would have a security system running through them similar to that used for the mowers and snow blowers.

Larson questioned where the U-Hauls would be parked.

Laboe stated that those would be parked out front. Laboe stated that they would be parked near the propane tank. Laboe stated that they would not have more than two. Laboe stated that there is no U-Haul dealer in the area, so this is a plus.

Lorinser questioned if the use would be listed as a CUP or Interim Use

Krause stated that it was proposed as a Conditional Use.

Lorinser questioned if with the Conditional Use the types of vehicles and other provisions can be specified. Lorinser questioned if that was in the Ordinance.

Krause stated that conditions could be placed upon the CUP approval at the time that it is brought back. Krause stated that the conditional use runs with the property.

Lorinser stated that he was looking at the wrong page. Lorinser questioned if G is the actual amendment to the Ordinance. Lorinser questioned if the Planning Commission did include the leasing request, would that need to be added.

Krause stated that the Ordinance would need to be revised to include that item as well.

Streiff questioned if a definition should be added to narrow down the types of vehicles. Streiff stated that the ATV's, dirt bikes, etc was quite broad. Streiff questioned if it should not be amended to read that anything under 1,000 cc's.

Laboe stated that they would not have anything over 1,000 cc's.

Lorinser questioned if the Ordinance included a definition for an ATV.

Krause stated that it does not.

Streiff stated that anything over 1,000 cc's would be different.

Laboe stated that Federated would not have a problem with the limitation. Laboe stated that they would be fine with a limitation on the number of U-Haul's as well.

Lorinser questioned if there would need to be a second public hearing.

Krause stated that upon submittal of the application for the text amendment, Federated Co-op had not submitted for a conditional use or interim use. Krause stated that at this time, the Planning Commission was holding the hearing to amend the text only. Krause stated that the business would need to apply for the appropriate permit and come back through the process at another meeting.

Lorinser stated that the PC could add to the text as provided. Lorinser stated that they could come back and review further definitions and the leasing item at a different meeting.

Krause stated that the Planning Commission could recommend changes to the Ordinance and have those changes forwarded to Council.

Lorinser questioned what can be changed tonight.

Krause stated that the Planning Commission could recommend changes as outlined.

Lorinser questioned if the leasing item needed a second public hearing.

Krause stated that in discussions with the City Attorney, the Planning Commission would have the authority to include the item if they desire at the time of the public hearing.

Stevens questioned if they park two trucks on the site would there be parking issues.

Krause stated that there is a parking variance on the property. Krause stated that there are spaces available on the lot to park the vehicles. Krause stated that a formal parking count would be taken at the time of the CUP application.

Englund stated that the size of the building required a higher number of parking spaces. Englund stated that the number of parking required was so large compared to the actual number that would be used.

Lind-Livingston questioned the size of the U-Hauls that would be parked.

Laboe stated that there would probably be a larger and smaller vehicle.

Lorinser questioned if there were any parking spaces behind the building.

Laboe stated that there were. Laboe stated that there is ample parking on the property.

Streiff questioned the number of vehicles.

Laboe stated that it varies because of the one-way rentals and drop-offs. Laboe stated that if they had more than the two vehicles they could be put in back.

Lorinser stated that his concern is there is one request in front of the Planning Commission and they are looking at a whole second request. Lorinser stated that he did not feel comfortable with tacking on a second item without having officially advertized for the text amendment request for the leasing. Lorinser questioned if there would need to be a second hearing.

Krause stated that they would have to publish for the item if the Planning Commission did not act on the leasing request.

Stevens questioned where motor vehicle sales are permitted.

Krause stated that motor vehicle sales are listed as a conditional use in the B-2 district, which is mainly along TH 65.

Stevens stated that it is not permitted in any district.

Krause stated that is correct.

Lorinser questioned if all the items would be on paved surfaces.

Laboe stated that was the plan.

Lorinser stated that currently there is an ATV on the grass. Lorinser stated that they would need to meet the Ordinance requirements.

Stevens stated that he was confident in the language for the sales as provided in the Ordinance. Stevens stated that the leasing portion would need to be removed and public notice provided for a separate hearing.

Stevens closed the public hearing at 7:15 p.m.

Motion by Stevens, second by Lorinser to recommend approval of the amendment to Ordinance No. 445 Zoning: Section 7 Business Districts, Article 1 "B-1" Central Business District (CBD) to include motor vehicles sales with accessory open sales lot as provided. Motion was unanimously approved.

Roxanne Achman

From: Clark Joslin <cjoslin@joslinmoore.com>
Sent: Tuesday, June 28, 2016 9:28 AM
To: Roxanne Achman
Cc: Don Lorsung
Subject: RE: Zoning code error

Roxanne:

Based upon your research and the documentation that you have cited which clearly shows it to have been an inadvertent clerical oversight not to include it in the recodification of the zoning Ordinance it is my opinion it may be corrected by Resolution directing that due to inadvertent omission it is to be added as a conditional use in the B-2 zone under Ordinance 445, as the record clearly indicates that was the intent at the time Ordinance 445 was adopted. In my opinion a new public hearing need not be required under these circumstances.

Clark A. Joslin
Isanti City Attorney
Joslin & Moore Law Offices, P.A.
221 2nd Avenue NW
Cambridge, MN 55008
(763) 689-4101 (phone)
(763) 689-9794 (fax)
cjoslin@joslinmoore.com (e-mail)

From: Roxanne Achman [mailto:RAchman@cityofisanti.us]
Sent: Tuesday, June 28, 2016 9:16 AM
To: Clark Joslin (cjoslin@joslinmoore.com) <cjoslin@joslinmoore.com>
Subject: Zoning code error

Clark,

It was recently discovered that Motor Vehicle Sales was inadvertently left out of the B-2 General Business District when Zoning Ord. 176 was repealed and replaced with Zoning Ord. 445. I believe it was inadvertent due to the fact that it was a Conditional Use in Ord. 176 and when the Planning Commission decided to amend Ord. 445 to allow Motor Vehicle Sales in the B-1 District in 2010, it was stated in the minutes that the only other area that allows Motor Vehicles Sales is the B-2 District. I believe everyone was under the assumption that it was allowed with at CUP in the B-2 District. I also did not find any discussion on removing it from the B-2 District when Ord. 445 was being drafted.

My question is, how do I proceed from here? Do I need to hold a public hearing to add it back into code? Can I just inform the Planning Commission that it is to be added back in due to an error back in 2008?

Thank You!

Roxanne Achman, AICP
Community Development Director
City of Isanti
110 – 1st Ave NW
P.O. Box 428
Isanti, MN 55040

A Community For Generations.

Isanti

K.3.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: July 19, 2016

Subject: Resolution to Approve an Ingress and Egress Easement Agreement between the City of Isanti and the Isanti Parkway Condominium Owners' Association.

Background

Through a recent purchase of several condo units within the Isanti Parkway Condo's at 101 Isanti Parkway NE, it was discovered that an access easement was never obtained from the city in order to access the condo units across city owned property.

Staff discovered that in 2007 City Council approved the site plan for a multi-tenant industrial building at 101 Isanti Parkway NE. One of the conditions of approval as outlined in Resolution 2007-108 was that an easement be acquired from the City of Isanti for access drives into the site, which run through city owned property.

The attached agreement outlines the easement being granted. The easement agreement has been reviewed by the City Attorney, Clark Joslin.

Attachments

- Resolution No. 2016-XXX
- Resolution 2007-108
- Ingress and Egress Easement Agreement between the City of Isanti and the Isanti Parkway Condominium Owners' Association

RESOLUTION NO. 2016-

A RESOLUTION APPROVING AN INGREE AND EGRESS EASEMENT AGREEMENT ACROSS OUTLOT A, ISANTI CENTENNIAL COMPLEX 5TH REARRANGEMENT TO ALLOW ACCESS TO COMMON ELEMENTS OF COMMON INTEREST COMMUNITY NUMBER 2008-2, ISANTI COUNTY, MINNESOTA

WHEREAS, Isanti Parkway Condominium Owners' Association, Inc. owns the property located at 101 Isanti Parkway NE legally described as:

Common Elements of Common Interest Community Number 2008-2 Isanti County, Isanti, Minnesota; and,

WHEREAS, Resolution 2007-108 approving the Site Plan states that one of the conditions of approval is the acquisition of an easement from the City of Isanti for access drives into the site, which run through city owned property legally described as:

Outlot A, Isanti Centennial Complex 5th Rearrangement, Isanti County, Isanti, Minnesota; and,

WHEREAS, the property owner has had an ingress and egress easement agreement drafted in order to cross city owned property, as further shown and described in Exhibit A; and,

WHEREAS, City Attorney, Clark Joslin has reviewed such agreement; and,

WHEREAS, the City Council reviewed the item at their regularly scheduled meeting held on Tuesday, July 19th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, hereby approves the Ingress and Egress Easement Agreement to cross City owned property legally described as Outlot A, Isanti Centennial Complex 5th Rearrangement in order to gain access to and from Common Elements of Common Interest Community Number 2008-2 via the described easement as shown in Exhibit A.

Adopted by the Isanti City Council on this 19th day of July 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2007-108

A RESOLUTION APPROVING THE SITE PLAN AS REQUESTED BY RWL PROPERTIES, LLC FOR CONSTRUCTION OF A MULTI-TENANT INDUSTRIAL BUILDING

WHEREAS, RWL Properties, LLC has requested Site Plan Approval for a multi-tenant industrial building; and

WHEREAS, the property is legally described as Lot 1, Block 1 Isanti Centennial Complex 5th Rearrangement; and

WHEREAS, the property is zoned "I-1" Industrial Park District, which requires site plan / building plan approval to construct a new building; and

WHEREAS, Planning Commission held a public hearing to consider the Site Plan Approval request on April 10, 2007; and

WHEREAS, the Planning Commission reviewed and determined that the development proposal met the standards for Site Plan Approval; and

WHEREAS, the Planning Commission voted unanimously to recommend approval of the Site Plan request permitting the construction of a multi-tenant industrial building with certain conditions.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the Site Plan Approval request from RWL Properties, LLC that would allow for the construction of a multi-tenant industrial building for the property legally described as Lot 1, Block 1 Isanti Centennial Complex 5th Rearrangement be approved with the following conditions:

1. The petitioner shall resubmit the required stormwater information for review by the city engineer. If such information is not received, a building permit will not be issued until the stormwater issue has been resolved.
2. A landscape plan shall be submitted and approved prior to construction
3. A photometric plan shall be submitted and approved prior to construction.
4. An easement shall be acquired from the City of Isanti for access drives into the site, which run through city owned property.
5. The applicant shall determine the structural suitability of the fill prior to the construction of the building on the site.
6. The applicant shall address any concerns of the City Engineer.
7. The applicant shall address any concerns of the City Administrator.

Adopted by the Isanti City Council on this 17th day of April 2007.

Mayor George A. Wimmer

Attest:

Irene J. Bauer
Assistant City Administrator/City Clerk

INGRESS AND EGRESS EASEMENT AGREEMENT

THIS INGRESS AND EGRESS EASEMENT AGREEMENT (this "Agreement") is made and entered into to be effective the _____ day of July, 2016 (the "Effective Date") by and between the City of Isanti, Minnesota, a Minnesota municipal corporation (the "City"), and Isanti Parkway Condominium Owners' Association, Inc., a Minnesota non-profit corporation (the "Association"). The City and the Association are hereinafter individually referred to as a "Party" and together as the "Parties".

WHEREAS, the City is the fee simple owner of real property situated in the County of Isanti, State of Minnesota, legally described as follows, to-wit:

> Outlot A, Isanti Centennial Complex 5th Rearrangement, Isanti County, Minnesota, including all that part thereof described as follows:
>
> Beginning at the northwest corner of Lot 1, Block 1, of said Isanti Centennial Complex 5th Rearrangement; thence South 08 degrees 45 minutes 42 seconds West, assumed bearing, along the west line of said Lot 1, a distance of 98.38 feet; thence North 01 degrees 48 minutes 04 seconds West a distance of 96.72 feet, to the north line of said Outlot A; thence North 88 degrees 11 minutes 56 seconds East, along said north line, a distance of 18.03 feet, more or less, to the point of beginning and there terminating.

("Parcel A"); and

WHEREAS, the City is also the fee simple owner of real property situated in the County of Isanti, State of Minnesota, legally described as follows, to-wit:

Outlot A, Isanti Centennial Complex 5th Rearrangement, Isanti County, Minnesota, including all that part thereof described as follows:

Beginning at the southeast corner of Lot 1, Block 1, of said Isanti Centennial Complex 5th Rearrangement; thence South 66 degrees 27 minutes 08 seconds West, assumed bearing, along the south line of said Lot 1, a distance of 133.71 feet; thence North 88 degrees 11 minutes 56 seconds East a distance of 79.19 feet; thence North 66 degrees 27 minutes 08 seconds East a distance of 47.87 feet, to the east line of said Outlot A; thence northerly, along said east line, a distance of 31.81 feet, more or less, to the point of beginning and there terminating.

("Parcel B").

WHEREAS, the above Parcel A and Parcel B are hereinafter collectively referred to as the "Easement Area". The Easement Area is more fully depicted on the survey sketch attached hereto as Exhibit "A".

WHEREAS, the Association is the fee simple owner of real property situated in the County of Isanti, State of Minnesota and legally described as follows, to-wit:

Common Elements of Common Interest Community Number 2008-2, Isanti County, Minnesota.

(the "Association Property").

WHEREAS, the City Property and the Association Property adjoin one another.

WHEREAS, use of the driving area providing ingress and egress from the Easement Area to the Association Property and from the Association Property to the Easement Area requires an easement for access purposes, upon the terms and conditions hereinafter contained.

WHEREAS, the Parties desire, by this Agreement, to set forth the rights of ingress, egress, and access over the Easement Area on the City's real estate to allow for the Association's access to its properties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the Parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated and restated herein as material terms of this Agreement.

2. Grant of Access, Ingress, and Egress to Association. The City does hereby grant to the Association, its successors, invitees, licensees, and agents, a permanent, non-exclusive right of ingress and egress over and upon the Easement Area.

3. Limitations Upon Grant. The City reserves the right to close off a part or all of the Easement Area for such reasonable period or periods of time as may be required in connection with any necessary repairs, or any installation or maintenance of utility lines across and/or under the Easement Area. The Association agrees that it shall not erect barriers upon the Easement Area or otherwise take such actions which would impede or delay the movement of vehicular, bicycle and pedestrian traffic to, from or upon the Easement Area.

4. Grants as Permanent; Recording Agreement. The easement rights granted herein, and the obligations herein set forth, are intended to be permanent, and shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Parties shall cause a copy of this Agreement to be recorded in the Office of the County Recorder of Isanti County, Minnesota.

5. Indemnification. Each Party hereto shall protect, defend, hold harmless and indemnify the other from and against any and all claims, losses, damage or liability arising out of its use of the Easement Area hereinabove described.

6. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any applicable federal laws and regulations.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remainder of this Agreement shall not be affected thereby.

8. Non-Waiver. No provision contained in this Agreement shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

9. Complete Agreement. This Agreement represents the entire understanding between the Parties hereto. Any prior understandings, either oral or written, are hereby declared null and void. No amendment to this grant of easement shall be effective unless said amendment is reduced to writing and said writing is signed by the owners of the City Property and the Association Property.

10. Construction of Agreement and Counsel. Should any of the provisions or terms of this Agreement require judicial interpretation, the Parties agree that the court interpreting or construing this Agreement shall not apply a presumption that such provision(s) or term(s) shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared it, it being agreed that all Parties have participated in the preparation and review of this Agreement and have had actual opportunity for its legal counsel to review this Agreement and participate in its drafting.

WHEREFORE, the Parties hereto have caused this Agreement to be executed the day and year first above written.

Signature Page to Follow

CITY:

City of Isanti, Minnesota

By:_____
George A. Wimmer
Its Mayor

By:_____
Donald C. Lorsung
Its City Administrator

STATE OF MINNESOTA)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 2016, by George A. Wimmer, and Donald C. Lorsung, respectively the Mayor and the City Administrator of the City of Isanti, Minnesota, a Minnesota municipal corporation, for and on behalf of the municipal corporation.

_____
Notary Public

ASSOCIATION:

Isanti Parkway Condominium Owners' Association, Inc.

By: _____
Justin Ford
Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF Isanti)

The foregoing instrument was acknowledged before me this 13TH day of JULY, 2016, by Justin Ford, the President of Isanti Parkway Condominium Owners' Association, Inc., a Minnesota non-profit corporation, for and on behalf of the non-profit corporation.

_____
Notary Public

SEAN M. SULLIVAN
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

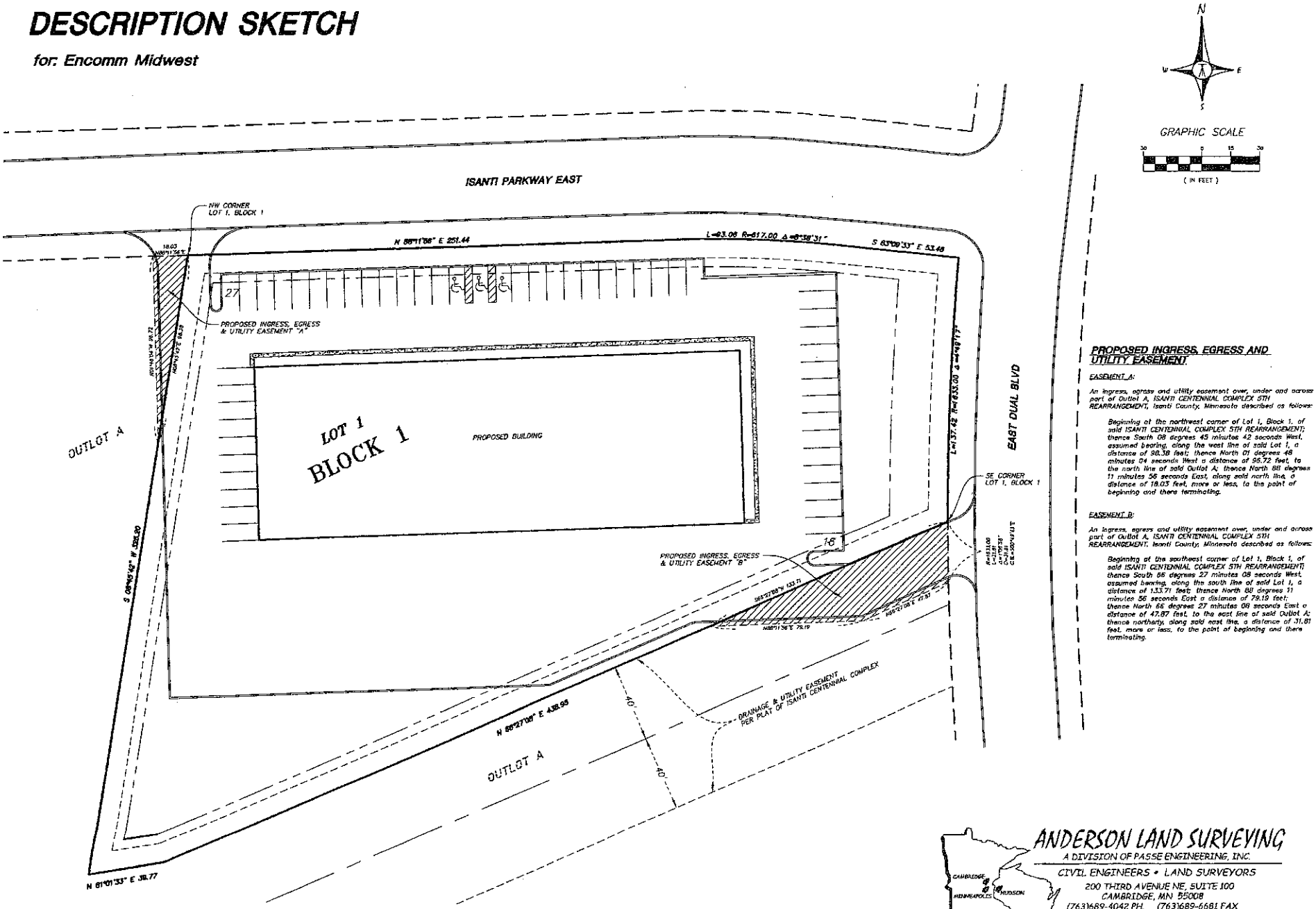
This Instrument Drafted By:
Christopher L. Olson (#0395191)
GDO Law
4770 White Bear Parkway, #100
White Bear Lake, MN 55110
(651) 426-3249

EXHIBIT "A"

(Survey Sketch)

DESCRIPTION SKETCH

for: Encomm Midwest



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GRAPHIC SCALE

30 0 15 30

(IN FEET)

PROPOSED INGRESS, EGRESS AND UTILITY EASEMENT

EASEMENT A:

An ingress, egress and utility easement over, under and across part of Outlot A, ISANTI CENTENNIAL COMPLEX 5TH REARRANGEMENT, Isanti County, Minnesota described as follows:

Beginning at the northwest corner of Lot 1, Block 1, of said ISANTI CENTENNIAL COMPLEX 5TH REARRANGEMENT; thence South 08 degrees 45 minutes 42 seconds West, assumed bearing, along the west line of said Lot 1, a distance of 98.38 feet; thence North 01 degrees 48 minutes 04 seconds West a distance of 95.72 feet, to the north line of said Outlot A; thence North 88 degrees 11 minutes 56 seconds East, along said north line, a distance of 18.03 feet, more or less, to the point of beginning and there terminating.

EASEMENT B:

An ingress, egress and utility easement over, under and across part of Outlot A, ISANTI CENTENNIAL COMPLEX 5TH REARRANGEMENT, Isanti County, Minnesota described as follows:

Beginning at the southeast corner of Lot 1, Block 1, of said ISANTI CENTENNIAL COMPLEX 5TH REARRANGEMENT; thence South 88 degrees 27 minutes 08 seconds West, assumed bearing, along the south line of said Lot 1, a distance of 133.71 feet; thence North 88 degrees 11 minutes 56 seconds East a distance of 79.19 feet; thence North 56 degrees 27 minutes 08 seconds East a distance of 47.87 feet, to the east line of said Outlot A; thence northerly, along said east line, a distance of 31.81 feet, more or less, to the point of beginning and there terminating.

ANDERSON LAND SURVEYING

A DIVISION OF PASSE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

200 THIRD AVENUE NE, SUITE 100
CAMBRIDGE, MN 55008
(763)689-4042 PH. (763)689-6681 FAX

CAMBRIDGE MINNEAPOLIS HUDSON

Job No. 42-07 Book-Page BOOK DWG 42-07EASEMENT
Checked by DBA Drawn by LLB

City of Isanti

Gross Payroll	81,629.88
Social Security & Medicare	4,278.31
Public Employees Retirement	8,531.14
Total City Expense	94,439.33

Pay Date 7-15-2016

Pay Period 15 (6/26 - 7/9/16)

CITY OF ISANTI

*Check Summary Register©

July 2016

AP160701

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044371	ISANTI COUNTY RECORDER	7/8/2016	$46.00
Paid Chk# 044372	VERIZON WIRELESS	7/8/2016	$625.77
Paid Chk# 044373	7-UP BOTTLING	7/8/2016	$215.10
Paid Chk# 044374	ADVANTAGE SIGNS	7/8/2016	$370.00
Paid Chk# 044375	BERNICK'S PEPSI-COLA	7/8/2016	$767.10
Paid Chk# 044376	BJORKLUND COMPANIES	7/8/2016	$3,199.50
Paid Chk# 044377	CENTER POINT ENERGY	7/8/2016	$612.72
Paid Chk# 044378	CRYSTAL SPRINGS ICE	7/8/2016	$376.76
Paid Chk# 044379	DAHLHEIMER DISTRIBUTING CO	7/8/2016	$9,769.06
Paid Chk# 044380	DIAMOND VOGEL PAINT	7/8/2016	$1,193.00
Paid Chk# 044381	ECM PUBLISHERS, INC.	7/8/2016	$1,884.25
Paid Chk# 044382	EMBROIDERY & INK	7/8/2016	$25.25
Paid Chk# 044383	FASTENAL COMPANY	7/8/2016	$41.93
Paid Chk# 044384	GOPHER STATE ONE-CALL, INC.	7/8/2016	$190.35
Paid Chk# 044385	HACH COMPANY	7/8/2016	$277.63
Paid Chk# 044386	HAWKINS, INC.	7/8/2016	$1,152.10
Paid Chk# 044387	HENRYS WATERWORKS,INC.	7/8/2016	$4,110.56
Paid Chk# 044388	INNOVATIVE OFFICE	7/8/2016	$57.42
Paid Chk# 044389	ISANTI COUNTY RECORDER	7/8/2016	$46.00
Paid Chk# 044390	ISANTI READY-MIX, INC.	7/8/2016	$345.00
Paid Chk# 044391	JOHNSON BROTHERS LIQUOR	7/8/2016	$7,297.06
Paid Chk# 044392	KAWALEK TRUCKING	7/8/2016	$127.00
Paid Chk# 044393	KNIFE RIVER	7/8/2016	$87.13
Paid Chk# 044394	LMCIT	7/8/2016	$1,000.00
Paid Chk# 044395	MCDONALD DISTRIBUTING CO.	7/8/2016	$10,082.70
Paid Chk# 044396	MINNCO CREDIT UNION	7/8/2016	$2,998.57
Paid Chk# 044397	MN PUBLIC FACILITIES AUTHOR	7/8/2016	$518,205.23
Paid Chk# 044398	MVTL LABORATORIES, INC.	7/8/2016	$210.60
Paid Chk# 044399	NORTHLAND TRUST	7/8/2016	$47,318.75
Paid Chk# 044400	PAUSTIS & SONS	7/8/2016	$196.50
Paid Chk# 044401	PHILLIPS WINE & SPIRITS, INC.	7/8/2016	$2,084.75
Paid Chk# 044402	POSTMASTER	7/8/2016	$230.00
Paid Chk# 044403	PSN	7/8/2016	$49.95
Paid Chk# 044404	RESOURCE TRAINING	7/8/2016	$30,984.00
Paid Chk# 044405	RIVERSIDE MARKET	7/8/2016	$19.55
Paid Chk# 044406	RJM DISTRIBUTING, INC.	7/8/2016	$219.80
Paid Chk# 044407	SELECTACCOUNT	7/8/2016	$27.43
Paid Chk# 044408	SOUTHERN WINE & SPIRITS	7/8/2016	$444.56
Paid Chk# 044409	STAPLES ADVANTAGE	7/8/2016	$308.97
Paid Chk# 044410	SUMMIT COMPANIES	7/8/2016	$360.00
Paid Chk# 044411	TR COMPUTER SALES, LLC	7/8/2016	$649.00
Paid Chk# 044412	VERIZON WIRELESS	7/8/2016	$513.69
Paid Chk# 044413	VIKING COCA-COLA BOTTLING	7/8/2016	$230.30
Paid Chk# 044414	VINOCOPIA, INC.	7/8/2016	$202.00
		Total Checks	$649,153.04

CITY OF ISANTI

*Check Summary Register©

July 2016

AP160702

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044415	HOME TITLE INC	7/14/2016	$107.44
Paid Chk# 044416	NOVAK-FLECK, INC.	7/14/2016	$6,000.00
Paid Chk# 044417	NOVAK-FLECK, INC.	7/14/2016	$6,000.00
Paid Chk# 044418	Acona Title & Escrow	7/14/2016	$12.54
Paid Chk# 044419	BCBSM	7/14/2016	$19.14
Paid Chk# 044420	BERNICK'S PEPSI-COLA	7/14/2016	$1,038.50
Paid Chk# 044421	BILL'S QUALITY CLEANING	7/14/2016	$521.00
Paid Chk# 044422	BRAUN, ROSEMARY	7/14/2016	$15.00
Paid Chk# 044423	BREAKTHRU BEVERAGE	7/14/2016	$3,391.44
Paid Chk# 044424	CASEY, JODI	7/14/2016	$0.54
Paid Chk# 044425	CASH	7/14/2016	$63.90
Paid Chk# 044426	CENTURYLINK BUSINESS SERVI	7/14/2016	$35.89
Paid Chk# 044427	CLEAR TITLE LLC	7/14/2016	$66.93
Paid Chk# 044428	CORYS COMPLETE	7/14/2016	$352.00
Paid Chk# 044429	COX, DENNIS	7/14/2016	$28.49
Paid Chk# 044430	CRYSTAL SPRINGS ICE	7/14/2016	$446.24
Paid Chk# 044431	DAHLHEIMER DISTRIBUTING CO	7/14/2016	$12,534.56
Paid Chk# 044432	ECM PUBLISHERS, INC.	7/14/2016	$520.80
Paid Chk# 044433	FEDERATED CO-OPS, INC.	7/14/2016	$990.58
Paid Chk# 044434	G & K SERVICES	7/14/2016	$568.15
Paid Chk# 044435	HACH COMPANY	7/14/2016	$64.58
Paid Chk# 044436	HOME TITLE INC	7/14/2016	$22.90
Paid Chk# 044437	ISANTI READY-MIX, INC.	7/14/2016	$149.00
Paid Chk# 044438	ISANTI RENTAL	7/14/2016	$167.85
Paid Chk# 044439	ISANTI TIRE & AUTO CARE	7/14/2016	$63.00
Paid Chk# 044440	J. J. TAYLOR	7/14/2016	$697.05
Paid Chk# 044441	JOHN HIRSCH'S	7/14/2016	$475.00
Paid Chk# 044442	JOHNSON BROTHERS LIQUOR	7/14/2016	$4,832.06
Paid Chk# 044443	JOSLIN & MOORE	7/14/2016	$6,434.00
Paid Chk# 044444	KEEPRS, INC.	7/14/2016	$86.98
Paid Chk# 044445	LAUGHTON, JOAN	7/14/2016	$41.26
Paid Chk# 044446	LENDSERV NATIONAL TITLE	7/14/2016	$72.40
Paid Chk# 044447	MADDEN GALANTER HANSEN, L	7/14/2016	$652.05
Paid Chk# 044448	MCDONALD DISTRIBUTING CO.	7/14/2016	$5,364.25
Paid Chk# 044449	MEMBERS COOPERATIVE	7/14/2016	$5.00
Paid Chk# 044450	MENARDS - CAMBRIDGE	7/14/2016	$59.99
Paid Chk# 044451	MINNESOTA EQUIPMENT	7/14/2016	$165.96
Paid Chk# 044452	MINNESOTA UI FUND	7/14/2016	$96.04
Paid Chk# 044453	MN DEPT OF LABOR	7/14/2016	$4,404.85
Paid Chk# 044454	MN DEPT OF REVENUE	7/14/2016	$21,860.00
Paid Chk# 044455	NORTH COUNTRY LAWN CARE	7/14/2016	$112.50
Paid Chk# 044456	NORTHLAND LANDSCAPING	7/14/2016	$532.27
Paid Chk# 044457	NOVAK-FLECK, INC.	7/14/2016	$8,000.00
Paid Chk# 044458	OLSON POWER & EQUIPMENT	7/14/2016	$239.95
Paid Chk# 044459	PHILLIPS WINE & SPIRITS, INC.	7/14/2016	$3,773.96
Paid Chk# 044460	PROGRESSIVE BUILDERS	7/14/2016	$48.87
Paid Chk# 044461	RED BULL DISTRIBUTION	7/14/2016	$72.00
Paid Chk# 044462	REVIVAL MERCANTILE	7/14/2016	$50.00
Paid Chk# 044463	ROBY, ROBERT C.	7/14/2016	$75.00
Paid Chk# 044464	STAPLES ADVANTAGE	7/14/2016	$106.82
Paid Chk# 044465	STREICHER'S	7/14/2016	$747.69
Paid Chk# 044466	SUMMIT COMPANIES	7/14/2016	$6.00
Paid Chk# 044467	TR COMPUTER SALES, LLC	7/14/2016	$2,427.50
Paid Chk# 044468	UNITED VOLLEYBALL	7/14/2016	$1,406.22
Paid Chk# 044469	URBANS HARDWARE	7/14/2016	$251.28
Paid Chk# 044470	US INTERNET	7/14/2016	$57.80

CITY OF ISANTI

*Check Summary Register©

July 2016

AP160702

	Name	Check Date	Check Amt
Paid Chk# 044471	VIKING COCA-COLA BOTTLING	7/14/2016	$336.60
Paid Chk# 044472	WAL MART	7/14/2016	$185.06
Paid Chk# 044473	WATSON CO., INC.	7/14/2016	$3,336.02
Paid Chk# 044474	WEX BANK	7/14/2016	$2,016.94
Paid Chk# 044475	WINE MERCHANTS	7/14/2016	$192.00
Paid Chk# 044476	XEROX CORPORATION	7/14/2016	$72.87
		Total Checks	$102,474.71

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
June 7, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:34 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Dan Collison, Steve Lundeen, Ross Lorinser (Sworn in during Agenda Item 2.5) and Paul Bergley

Commissioners Absent: Tara Hallberg (Excused)

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

President Wimmer asked for Item 2.5 Oath of Office for Ross Lorinser to be added to Agenda.

2. Approval of Agenda

Motion to approve Agenda with addition of Item 2.5 by Lundeen, second by Collison, motion carried unanimously.

2.5. Oath of Office for Ross Lorinser

Economic Development Director Sullivan administered the Oath of Office for Commissioner Lorinser.

Motion by Dragisich second by Lundeen to appoint Ross Lorinser Vice President of EDA, motion carried unanimously.

ED Director Sullivan stated he would bring back a Resolution to the next EDA meeting for adoption to amend officers for EDA.

3. Approve Minutes of May 3, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Bergley to approve the minutes for May 3, 2016. Motion carried unanimously.

4. Update and Discussion on Progress of Hotel

Economic Development Director Sullivan outlined the staff memo which included the recent history regrading efforts to bring a Hotel to Isanti. He highlighted the favorable study and the method that staff had been using to get interest in the hotel and to attract investors. 33 and 49 unit concepts with a pool were outlined in the study with associated project and financing cost and potential rate on return investment. Sullivan indicated that the study showed market demand of 70-80 rooms.

President Wimmer gave more history regarding the City Council position on willingness and methods to use to help bring a Hotel to Isanti. The direction given to Council was to bring a finance package to the RLF Committee for review that showed the gap and a request for assistance for the project. He also stated the a discussion took place during 2016 Council Goal Setting and that there was not a strong appetite from the City Council for the City to be involved in long-term or majority ownership of the project. He did state that in order for the city to get a hotel he felt the City would have to be involved but the role might need to be larger

Discussion ensued.

Commissioner Dragisich asked if another approach that included a fitness component and restaurant component to the project. This approach would allow for additional revenue streams which could minimize risk for primary investors and also bring items that the community is asking for.

President Wimmer stated that he believes that a hotel will be built in the area in the next 2 years. He indicated the Isanti Indoor Arena bring a year round draw to Isanti and that it helps generate demand for rooms. He thought looking at adding additional components might be worth a shot.

Commissioner Lundeen indicated the he heard that Cambridge was looking to update their study.

Sullivan stated that a lodging tax would also be a revenue source to help offset City costs. The use of the funds are limited marketing and tourism of the city.

President Wimmer asked the EDA commissioners to voice their level of interest in expanding the City role (including ownership options) to bring a Hotel to Isanti. He said that that it is a philosophical discussion on whether the City should be involved in a project of this type.

Dragisich asked about engaging restaurant that have partners with hotels if they would have an interest in being a partner in hotel of Isanti.

Commissioner Lundeen stated the rooftops drive restaurant investment. We don't meet a lot of the demographic criteria needed to bring in restaurants.

Discussion ensued.

Commissioner Lorinser asked of the have been other City owned hotels.

Sullivan indicated he was aware of EDA owned hotels in tourist locations and that City owned hotels were not common.

Commissioner Lorinser asked how we would know if the study is legitimate and something to be trusted.

ED Director Sullivan stated the IDM did the objective study and that there reputation is attached to that study. That is why the City contracted with an objective party so we could get an honest opinion of the market conditions and chances for success.

Commissioner Lorinser asked about the city and taxpayer exposure to a hotel deal if the City had an ownership stake.

ED Director Sullivan stated that it depends on how it is structured. To date there is not a specific structure to review so exposure can't be analyzed. He asked if he was to explore options on how the city could be involved.

Commissioner Lundeen indicated that he didn't want to see a big tax increase due to a hotel project.

Discussion ensued.

There was discussion outlining hypothetical scenarios and how the City exposure or risk would be analyzed. Project scope limited room count to 49 or less. Discussion about city owned hotels ensued with Commissioner Collison referencing the Cedar Rapids version. Consensus was that a hotel is needed in Isanti but we must be cautious in the City Approach.

ED Director Sullivan stated the approach we are using right now is the safest as puts us in a position to evaluate a proposal before committing the City. He warned against negotiating against ourselves or putting our cards on the table first.

President Wimmer stated that he wanted to share on the upside of a project if the City is an owner in the project.

Sullivan asked the EDA to consider the following options or hybrids and to give direction:

1) Status Quo –Shop study and continue to ask for proposals
2) Explore partial City ownership and how it might look (50% or less), spend some money potentially to have Northland Securities to provide some opinion or guidance.
3) Seek TIF or Special legislation for project in 2017 session (spend money on lobbyist…)

Discussion ensued.

Motion by Lundeen, second by Collison to direct Economic development team to work with prospects that could include partial EDA ownership (incentives) and to bring proposals back for review and to work with Northland Securities to get a better definition on how partial city ownership might look and to raise the priority of this project. Motion carried unanimously.

5. Other Business / Updates / Communications

a. Business Prospects
b. Mayor's Employer Celebration Day

c. ISD 911 Business Advisory Committee
d. NLX Steering Committee Update
e. IEDC Training
f. EDAM Summer Conference
g. 100- 102 Dahlin
h. Housing Starts in 2016
i. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Bergley to adjourn at 8:36 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 7th day of June, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
JUNE 14, 2016

L.3.

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Steve Lundeen, Wayne Traver, and Jim Kennedy.

Members Absent: Greg Cesafsky, provided prior notice. Jeff Duncan, no notice given.

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated there were none.

2. Approval of Minutes from May 10, 2016 Planning Commission Meeting.

Bergley questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Kennedy to approve the May 10th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota.

Bergley read the item into the minutes.

Achman presented the staff memo.

Bergley opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Motion by Kennedy second by Lundeen to recommend approval of the request from Granger Machine Inc./Crosslake Specialties LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 512 1st Ave NW, Isanti, Minnesota based on the findings of fact and conclusions with the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.

2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Motion carried unanimously.

B. Request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota.

Bergley read the item into the minutes.

Achman presented the staff memo.

Bergley opened the public hearing.

Catherine Klobe, Co-Founder of St. Scholastica, approached the podium to let the Planning Commission know she was in attendance if there were any questions of the school.

Bergley asked if there are any safety concerns at the corner of Whiskey Rd and Oakwood St where many students cross and whether the safety patrol was notified that there will be additional students in the area.

Kennedy stated there is already a crosswalk in that area and posted patrols.

Achman stated that the School for All Seasons was notified through the public hearing process that St. Scholastica was requesting to locate within St. Elizabeth's.

Bergley closed the public hearing.

Motion by Kennedy second by Lundeen to recommend approval of the request from St. Elizabeth Ann Seton for Approval of a Conditional Use Permit to operate an Educational Institution within the church located at 207 Whiskey Road NW, Isanti, Minnesota based on the findings of facts and conclusions with the following condition:

1. An enrollment of greater than 80 students shall require an amendment to the Conditional Use Permit.

Motion carried unanimously.

C. Request from the City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update the fencing requirement within drainage easements.

Bergley read the item into the minutes.

Achman presented the staff memo.

Bergley opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Lundeen asked of the amendment was mostly verbiage.

Achman stated that it was but it also adds a stipulation that if the property owner wants to install the fence within the flow path, they can do so as long as the fence is raised up from the ground by 4 inches. There must be free flow of water under the fence.

Motion by Kennedy second by Lundeen to recommend approval of the request from City of Isanti to Amend Zoning Ordinance 445, Section 15 Fencing, Screening and Landscaping to update fencing requirement within drainage easements. Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Kennedy second by Lundeen to adjourn the June 14th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:13 p.m.

Dated at Isanti, Minnesota this 14th day of June 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.4.

RESOLUTION NO. 2016-XXX

RESOLUTION TO ESTABLISH A DATE FOR CANVASS BOARD MEETINGS

WHEREAS, in accordance with State Law and City Code, the City Council must meet as a Canvass Board to review and canvass the returns of municipal primary and general elections; and

WHEREAS, in accordance with State Law, when the municipal primary election is held in conjunction with the State primary election, the canvass of votes shall be conducted on the third day after the primary. When the municipal general election is held in conjunction with the state general election, the canvass of votes shall be conducted between the third and tenth days after the election; and

WHEREAS, the municipal general election will take place on November 8, 2016; a Canvass Board meeting for the aforementioned election must be established.

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

1. Municipal General Election Canvass Board meeting shall be held on Tuesday, November 15, 2016 at 6:50 p.m.

This resolution was duly adopted by the Isanti City Council this 19th day of July 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

L.5.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR ISANTI COUNTY PHEASANTS FOREVER CHAPTER 334

WHEREAS, the City has received an application for an exempt gambling permit from Isanti County Pheasants Forever Chapter 334 to hold a raffle event on September 10, 2016 at Spirit River Community Center 1001 County Road 5 NE; and

WHEREAS, the applicant estimates the value of prizes to be awarded is $18,000; and

WHEREAS, the organization benefits the community by sponsoring local events; and

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

WHEREAS, the applicant has successfully passed a background check by the Isanti Police Department.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that Isanti County Pheasants Forever Chapter 334 application for an exempt gambling permit is approved for the following date:

Saturday, September 10, 2016
At Spirit River Community Center; and

BE IT FURTHER RESOLVED, that approval is subject to the approval for such permits under the laws of the State of Minnesota and their compliance with all laws.

This resolution was duly adopted by the Isanti City Council this 19th day of July, 2016

_____
Mayor George A. Wimmer

Attested:

_____
Lindsey McInnis
City Administrator/City Clerk

(SEAL)

A Community For Generations.

Isanti

APPLICATION FOR AN EXEMPT GAMBLING PERMIT

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: Isanti County Pheasants forever Chapter 337

Address of Organization: PO Box 28 Cambridge Mn 55008

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Name	Address	Phone No.
Sandy Grams		
[redacted]		
Corey Lillion		

Type of Event: Banquet Date of event: September 10th 2016

Use of Proceeds: Youth (Hunt, Trap Team) Land Acquisition and Habitat

Location and address of event:

Spirit River Community Center 1001 CTY RD 5 NW

Estimated value of prizes to be awarded: $18,000

Name of applicant: Scott Clauser Applicant's phone number: [redacted]

Signature of applicant: Scott Clauser

Date: 7-6-16

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Phensants Forever Isanti County Chapter 334 Previous Gambling Permit Number: X-04107-16-019

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO Box 28

City: Cambridge State: Mn Zip: 55008 County: Isanti

Name of Chief Executive Officer (CEO): Gary Lillion

Daytime Phone: ___ / ___ - ____ Email: _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Spirit River Community Center

Address (do not use P.O. box): 1001 Cty 20 5 NE

City or Township: Isanti Zip: 55040 County: Isanti

Date(s) of activity (for raffles, indicate the date of the drawing): September 10, 2016

Check each type of gambling activity that your organization will conduct:

☐ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☒ Raffle **(total value of raffle prizes awarded for the calendar year: $** 30,000.00 **)**

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to **www.mn.gov/gcb** and click on ***Distributors*** under ***List of Licensees***, or call 651-539-1900.

L.6.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A LOCAL GAMBLING PERMIT TO THE RUM RIVER BMX ASSOCIATION

WHEREAS, the Rum River BMX Association has applied for a Local Gambling Permit for a 50/50 raffle event at their State Finals BMX Race to be held on August 27 and August 28, 2016 at the Isanti Indoor Arena, 101 Isanti Parkway NW, Isanti, MN 55040, and;

WHEREAS, the value of prizes will be less than $1,500; and

WHEREAS, proceeds are to be split 50/50 between the Association and the winner; and

WHEREAS, the Association's proceeds are to be used for facility improvement; and

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

WHEREAS, the applicant successfully passed a background check by the Isanti Police Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to approve a Local Gambling Permit to the Rum River BMX Association to hold the MN State Finals BMX Race on August 27 and August 28, 2016 at Isanti Indoor Arena, 101 Isanti Parkway NW, Isanti, MN 55040.

This resolution was duly adopted by the Isanti City Council this 19th day of July, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

A Community For Generations,
Isanti

APPLICATION FOR LOCAL GAMBLING PERMIT

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: Rum River BMX Association

Address of Organization: 31719 Lever St NE, Cambridge MN 55008

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Name	Address	Phone No.
Andy Strom		
Heidi Gooden		
Brenda Strom		

Type of Event: MN State Finals BMX Race Date of event: 8-27 + 8-28

Use of Proceeds: Facility Improvements

Location and address of event:

Isanti Indoor Arena, 101 Isanti Parkway NW, Isanti MN 55040

Estimated value of prizes to be awarded: #1499

Name of applicant: Andy Strom Applicant's phone number:

Signature of applicant:

Date: 7-5-16

L.7.

RESOLUTION NO. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR PART TIME CUSTODIAN JOSEPH ANDERSON

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Joseph Anderson has successfully completed his probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Joseph Anderson is acknowledged as a permanent employee of the City of Isanti in the position of part time Custodian with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 19th day of July, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR BUILDING OFFICIAL NICK HENLY

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Nick Henly has successfully completed his probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Nick Henly is acknowledged as a permanent employee of the City of Isanti in the position of Building Official with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 19th day of July, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
July 5, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by Economic Development Director Sullivan at 7:24 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley and Tara Hallberg

Commissioners Absent: Steve Lundeen

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

Motion to approve Agenda as presented by Lorinser, second by Collison, motion carried unanimously.

3. Approve Minutes of June 7, 2016 Regular Economic Development Meeting

Motion by Lorinser second by Bergley to approve the minutes for June 7, 2016. Motion carried unanimously.

4. Consider Adoption of Resolution 2016-2 RESOLUTION ORGANIZING THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF ISANTI MINNESOTA

Motion by Lorinser second by Bergley to approve the resolution organizing the economic development authority of the city of Isanti, Minnesota. Motion carried unanimously.

5. Hotel and Isanti Tourism Discussion

Economic Development Director Sullivan introduced Economic Development Intern Skalicky. Skalicky spoke to the risks and profits of a city owned hotel. She highlighted the fact that the majority of municipal hotels had a larger population and different draws than Isanti. Skalicky spoke to the incentives from cities to finance a hotel. She pointed to the fesibility and exit strategies for cities who own hotels. Skalicky gave examples of high attendance events held annually in the City

of Isanti. She noted what competitors were offering, what other amenities could be provided for guests, the benefits of these amenities to residents, and what partnerships could be made. She highlighted the occupancy rates in the region as compared to that of what the hotel would have to have. She spoke to the risks of an underperforming hotel and the courses of action the city would need to take. She noted what other factors should be considered.

President Wimmer asked if the smaller communities were in a larger area or more stand-alone communities. Skailcky stated that example was from Myrtle Beach. Discussion ensued about the area and why the city chose to get involved.

Sullivan asked if there were any questions in regards to anything they heard.

Bergley asked if there were examples of exit strategies from hotels that weren't successful. President Wimmer noted that those examples were in the text. Skalicky confirmed that those were direct examples.

Drasisich asked if the occupancy came from the survey. Sullivan pointed to the different specific occupancy levels in the state, and from the specific region in the IDM Survey. President Wimmer spoke to the better information we will gain from the EIC survey.

Drasisich asked about previously interested investors. Discussion on this came from President Wimmer and Sullivan.

Sullivan talked about how to market the area, and the event surveys. He speculated on how to get the information out to businesses in the area and show them what profits they could be making. President Wimmer also speculated on how the information could benefit business owners and the City of Isanti in general.

Collison wondered at the willingness of businesses in Isanti to market their business versus businesses in other areas. Discussion followed on getting businesses to market themselves at events, and provide incentives to keep the spending by visitors in the City of Isanti, and how to provide the materials to the visitors.

Lorinser asked about the survey and whether we already had survey data or occupancy rates on event weekends in the region. President Wimmer stated it would be simple to call hotels prior to events to see if they were booked to capacity. He also touched on what could be booked by the event coordinators if there was a hotel closer to the complexes. Discussion followed on retaining events in the city, drawing in new events, and how many people from the events booked a hotel room.

Motion by Bergley second by Collison to ask the North 65 Chamber to support the City of Isanti getting a hotel. Motion carried unanimously.

Motion by Collison second by Bergley to research a City of Isanti Gift Bag. Motion carried unanimously.

5. Other Business / Updates / Communications

Economic Development Director Sullivan indicated that Isanti was working on CGI Video. The videographer will be in town July 7 and 8th.

Drasisich wondered what direction the city plans on going in since we have secured pharmacy, clinic and whether we should update the marketing plan. President Wimmer stated that he has been hearing many suggestions from the community and that the City has to continue to build. Sullivan said that they are also looking at more housing options, and there was a discussion on that. There was a discussion also on the amount of retail space the City has left and the cost of renting space.

Sullivan highlighted that the City is at 43 new single family housing permits which is 2 more than last year's total, and that more are in the works of being acquired.

Sullivan provided an update on NLX project. He indicatded that the committee was on track to have all project planning and specifications complete by the end of 2017.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee Update
e. CGI
f. 100- 102 Dahlin
g. Housing Starts in 2016
h. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Bergley motioned, seconded by Collison to adjourn at 8:18 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 5th day of July, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
JULY 12, 2016

M.2.

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Paul Bergley, Steve Lundeen, Wayne Traver, Greg Cesafsky, and Jim Kennedy.

Members Absent: None

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated she wanted to 5.A. to discuss the concept of an overlay district along the Highway 65 corridor.

2. Approval of Minutes from June 14, 2016 Planning Commission Meeting.

Duncan questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Kennedy to approve the June 14th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Bobby and Chad Bunes for an Interim Use Permit to allow for a pet grooming salon to be located within the Dual Square Mall located at 401 East Dual Blvd NE, Suite 114.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Motion by Lundeen second by Bergley to recommend approval of the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114 based on the Findings of Fact and Conclusion with the following conditions:

1. The petitioner shall make application for and receive approval of any appropriate additional permits (building, plumbing, etc.) from the Building Official related to the business operation.
2. The petitioner shall obtain any necessary County or State licenses for the business; and copies of such shall be provided to the City.
3. The premises in which the animals will be kept and groomed shall be kept in a clean, sanitary, healthful, and humane manner at all times; and shall be open to inspection by the Animal Warden or other person charged with the enforcement of Chapter 87 of the Isanti City Code or any other health or sanitary regulation of the City at reasonable times. Failure to do so shall constitute grounds for the revocation of the Interim Use Permit.
4. Dogs shall be leashed at all times coming both to and from any vehicle arriving for an appointment.
5. The property shall be kept clean. All dog feces shall be picked up and removed from the property on a daily basis.
6. The Interim Use Permit is granted to Bobby and Chad Bunes for the property located at 401 East Dual Blvd NE. The Interim Use Permit shall terminate upon the occurrence of any of the following events; whichever comes first: (1) the sale or lease of the property to another renter or owner; (2) the use has been discontinued for one year; or (3) the City Council suspends or revokes the Interim Use Permit upon failure of the interim use to comply with the conditions of approval and/or the property or use is found to be in violation of other City Ordinances.

Motion carried unanimously.

4. Other Business.

A. Resolution and Ordinance to Amend Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan asked if Motor Vehicles Sales were listed as a Condition Use in the B-2 District prior to the rewrite.

Achman confirmed that it was.

Motion by Bergley second by Cesafsky to recommend approval of a Resolution and Ordinance to Amend Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales. Motion carried unanimously.

5. Discussion Items.

A. Discussion on a Highway 65 Overlay District.

Duncan read the item into the minutes.

Achman stated that with recent development occurring along Highway 65, staff has been discussing the importance of an overlay district. The overlay district would have enhanced requirements to ensure a nicer look along 65. Maybe the district only extends 500 feet out on each side of the highway and those properties need to have a certain type of façade, increased

landscaping, and certain uses typically allowed in the B-2 may not be permitted along this corridor. Maybe we prohibit businesses such as car dealerships and focus on retail/commercial and office along 65. Staff is requesting that the Planning Commission give some consideration to an overlay district.

Lundeen stated he doesn't want to see the City start limiting businesses on what they have to build. He stated he doesn't want to deter businesses from coming to Isanti. He agreed that he doesn't want to see them look trashy, but doesn't think stipulations should be placed on businesses and how they look. Lundeen felt this discussion was stemming from the Coborn's building and how blah it is. He further stated that the building was not constructed as shown in their drawings that were submitted to the City and approved. Lundeen stated he doesn't want to see the City put any stipulations on the buildings. He said he could understand some landscaping. The City already stipulates that it can't be a steel building or a pole structure. That's understandable, but he doesn't want to see the City start forcing decorative building.

Bergley asked if it was staff's intent to start forcing buildings to have a certain type of brick.

Achman stated the B-2 District currently has requirements for what can be on the exterior of a building; however, there are not limitations on the amount of material that can be used. For example, a building could have an exterior material of EFIS. It could span for 100 feet with nothing on it and meet our requirements. The overlay district would require that every 50 feet of building would need to be broken up to give the building more dimension and create a more visually pleasing structure. It could be broken up by windows or architectural features to break up the blank space. Landscaping could be included with this as well. The City currently has an overlay district in the downtown. Overlay districts are not uncommon along main corridors in many communities. It would also provide the City with the opportunity to discuss what uses may or may not fit along the corridor. The uses need to be appealing to people driving through the City.

Bergley asked if this discussion stemmed from Coborn's.

Achman stated that it's a number of projects. The city is getting more and more inquiries about properties along the Highway 65 corridor. There is a lot of land available. If the City wants to make a change and wants the City to look a certain way, now is the time to make some changes.

Lundeen stated that he doesn't want to tell people that they have to do something. He stated he thinks they get regulated enough. As business come into town they don't want to be told they have to put another $30,000 into their business just to be on 65.

Duncan stated that the question at hand seems to be whether the City wants special overlay restrictions or additional requirements along Highway 65 as opposed to the B-2 District.

Achman clarified that the B-2 District would remain the underlying zoning district. The corridor overlay would have special requirements in addition to the B-2 requirements.

Cesafsky asked if there were any more specifics on this type of overlay district. He asked if there were landscaping, or green space requirements, or is it specifically exterior materials.

Achman indicated she felt there could be more specific landscaping requirements. The current requirements are minimal and the City relies on the applicant to supply a landscaping plan verses the City giving the applicant an idea of what the City really wants. Overlay districts typically cover the amount of signage, which is already covered in code, the visual effects of the building, setbacks- the building should be closer to the road and parking behind, breaking up long spans of the building, screening loading doors, etc. It creates a more visually pleasing corridor.

Bergley asked if cost is taken into consideration when creating an ordinance like this.

Lundeen and Kennedy concurred that creating a better looking building costs more.

Duncan asked for clarification on where else in town there are properties zoned B-2.

Achman stated that there are a lot of B-2 properties along Heritage and within the Anlauf Commercial Park where the clinic is being built. She further stated that if an overlay corridor were created, it should only extend a certain distance out from Highway 65 so that it's only affecting properties directly on 65.

Traver questioned how important it was to have an overlay district. Do people really notice these things when they are driving? Can it just be dressed up with some landscaping?

Achman stated that it would be noticeable.

Lundeen made an example out of the O'Reilly Auto store in Cambridge, where people didn't seem to notice it being built even though it's on a main corridor.

Cesafsky asked if staff was referring more to appearance. He provided an example of how when Siren, Wisconsin was rebuilt after a tornado, most of the structures were rebuilt with a log appearance. He stated he assumed that wasn't all by choice. Cesafsky asked how many businesses already in place wouldn't meet the requirements of the corridor overlay.

Achman stated that the city wouldn't go to the extreme that we are choosing a specific look for our city as Siren, WI did. Staff is interested in holding a slightly higher standard that would prevent a bland building and would create more of an inviting feel to the City.

Lundeen stated he didn't think there were many lots remaining along Highway 65 that would affect the appearance of the corridor. He felt there would only be two or three more buildings.

Achman stated that she felt there were more than ten available sites remaining on Highway 65.

Lundeen stated that businesses everywhere are tired of being regulated. Businesses are going to go where they aren't regulated such as the townships.

Duncan felt that another approach would be to improve some of the requirements in the B-2 district rather than creating an overlay district.

Achman stated that the biggest obstacle with that is there are a number of uses allowed in the B-2 District that are not necessarily ideal to be placed along the Highway 65 corridor.

Cesafsky asked if the goal was to have more control over what type of business can be built there. Achman stated that was correct.

Duncan asked for examples those types of businesses.

Achman indicated that businesses such as auto sales or storage facilities wouldn't necessarily be the most desirable along the corridor.

Cesafsky stated that it would be good for the city to have more control over the premium pieces of property that are available in Isanti.

Lundeen indicated that he didn't think businesses like that would spend the money to purchase those locations. The price and taxes would make it cost prohibitive for some businesses to build there.

Cesafsky stated that with the development along the corridor; with the clinic and Coborn's; the corridor only has so many parcel of premium land and to have some control over what goes along the corridor isn't a bad thing.

Lundeen stated he would be more open to regulating what can and cannot be built along the corridor, rather than what the building needs to look like. He further stated that a discussion on façade gets into forcing someone to build something that goes over budget.

Achman stated she didn't think the requirements would be much different than what is in place now.

Duncan stated that it would be more about breaking up the long horizontal spans of the building.

Achman suggested bringing some ideas back to the Planning Commission to give them a better idea of what staff has in mind for a corridor overlay district.

The Commissioners agreed that staff is to bring back ideas to the next Planning Commission meeting.

6. Adjournment

Motion by Bergley second by Lundeen to adjourn the July 12th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:23 p.m.

Dated at Isanti, Minnesota this 12th day of July 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

A Community For Generations.
Isanti

Isanti Police Department Monthly Report

June 2016

Reported Crime	Month to Date	Year to Date
Theft	8	73
Assault	7	24
Vandalism/Damage to Property	8	44
Narcotics	1	18
Burglary	2	13
Domestics	8	41
Crim Sex	0	5
Robbery	0	0
Loud Party/Disturbance	7	44
Medical	25	131
Permit to Purchase (Eff 3/1/2016)	4	26

Traffic Offenses	Month to Date	Year to Date
No Insurance	5	38
DUI	2	11
Accidents	6	33
Hit & Run	0	1
Warrant P/U	0	26
Speed	32	95
DAR/DAS	2	14
Administrative Citations (Including Speed)	24	58

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	29,648	1,627	8,376
Dodge 222	103,616	1,162	11,338
Dodge 225	154,523	485	10,115
Chevy Silverado 224*	OUT OF SERVICE		738
Chevy Silverado 220	99,311	141	1,837
Chevy Impala 223	78,273	306	2,640
Ford Explorer 224	3,010	2,186	3,010

* Out of Service

CEZT SCORE CARD

June 2016

CEZT SCORECARD						<<<2016	2015>>>
CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**311**	**229**	**143**	**103**	***70***	**20**	**415**
TOTAL OPEN CASES	**38**	**59**	**36**	**37**	**42**	**9**	**15**
VIOLATIONS CLOSED THIS PERIOD	**78**	**66**	**35**	**25**	**12**	**11**	**3**
NEW ISSUES THIS PERIOD	**82**	**86**	**40**	**33**	50	**20**	**13**
CAN-Proh Animals							0
CCV-Comm Vehicle Storage						1	0
CDO--Dogs							0
CPA-Park & Store	19	**22**	34	26	47	18	398
CSN-Snow Removal							3
CSP-Solicitors/Peddlers							61
CST--Fish Houses, PODS, Rolloffs							16
NEX-Exterior Structure, Paint/Repair			1		1	1	
NGA-Garbage Service & Storage							
NGR--Grass Length	62	**63**					
NJU--Junk/Brush	1	**1**	1	7	2		8
NUV-Unlicensed vehicle or missing plates			2				
ZAC-Accessory Building							
ZFE-Fence			2				
ZTD--Temporary Dwelling							1
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	92	86			54	20	6
Administrative Citations Issues/period	1	3	4		3	1	
Criminal Citations Issued/period							
Abated Properties/Period	14	14					
Admin Hearings Requested							
Admin Hearings Held w positive judgement							
Criminal trials w positive judgement							
AVERAGE TIME TO COMPLIANCE	**14**	**11**	**15**	**12**	11	18	28

M.4.

CITY OF ISANTI MONTHLY REPORT

June 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	5	21	$0.00	$0.00	$5.00	$57,413.08	$400.00	$1,680.00		
Decks	7	23	$21,041.52	$71,601.08	$10.22	$36,621.38	$1,041.53	$3,585.73		
Basement Finish	3	9	$36,621.38	$82,531.38	$18.29	$0.00	$971.28	$2,434.80		
Addtns. Remodel	0	2	$0.00	$33,776.86	$0.00	$10,000.00	$0.00	$864.42		
Garages / Sheds	1	2	$5,000.00	$10,000.00	$2.50	$41,918.11	$194.70	$389.40		
Miscellaneous	14	73	$25,675.18	$68,557.11	$25.83	$3.00	$1,300.00	$8,766.75		
Single dwellings	7	44	$1,263,579.69	$7,380,447.01	$631.78	$0.00	$17,798.91	$101,408.80		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	7	54			$7.00	$33.00	$525.00	$4,130.00		
Plumbing	13	52			$13.00	$38.00	$1,405.00	$6,440.00		
									$39,915.00	$433,955.88
Resid. Totals	**57**	**280**	**$1,351,917.77**	**$7,646,913.44**	**$713.62**	**$146,026.57**	**$23,636.42**	**$129,699.90**	**$39,915.00**	**$433,955.88**
Commercial										
New Buildings	0	4	$0.00	$6,200,000.00	$0.00	$1,850.00	$0.00	$52,679.53		
Addtns./Remodel	1	3	$0.00	$38,000.00	$1.00	$1.00	$132.00	$1,176.03		
Plumbing	0	3	$0.00	$150,905.00	$0.00	$76.45	$0.00	$2,408.57		
Mechanical	0	5	$0.00	$456,798.00	$0.00	$229.39	$0.00	$7,001.97		
Roofing	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Tenant Change/Fill	4	15	$2,800.00	$2,800.00	$3.00	$10.00	$2,158.00	$3,235.00		
Comm. Totals	**5**	**30**	**$2,800.00**	**$6,848,503.00**	**$4.00**	**$2,166.84**	**$2,290.00**	**$66,501.10**	**$0.00**	
Resid. Plus Comm. Totals	**62**	**310**	**$1,354,717.77**	**$14,495,416.44**	**$717.62**	**$148,193.41**	**$25,926.42**	**$196,201.00**	**$39,915.00**	**$433,955.88**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD June 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	134	1	0	0	$896,642.00	$21,365.34	$7,306.00
2013	127	3	0	1	$1,477,506.00	$27,665.98	$36,722.00
2014	253	24	0	0	$9,363,165.00	$114,306.74	$186,024.00
2015	227	19	0	0	$4,272,248.06	$77,172.07	$143,694.00
2016	310	44	0	4	$14,495,416.44	$196,201.00	$433,955.88

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,660.48
February	43	$3,603,092.10	$38,690.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	80	$6,057,162.93	$73,228.05
June	62	$1,354,717.77	$25,926.42
July	0	$0.00	$0.00
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	310	$14,495,416.44	$196,201.00

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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www.bolton-menk.com

MEMORANDUM

Date: July 13, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) **City Hall Parking Lot Expansion**

Temporary erosion control will be removed and the project will be closed out this month.

2) **River Bluff Preserve Parking & Trail Improvements**

Once grass seed is established, these projects can be closed out.

3) **Watermain Loop Improvements**

The Contractor plans to complete this project in the coming month.

4) **Wastewater System Improvements**

The Contractor plans to begin work on the proposed pre-treatment building this month.

5) **Whiskey Road Walk Infill Study**

We will complete the infill study this month.

6) **Coborn's Grocery Store & Allina Medical Office Building**

Both sites are under construction. We will continue to assist the City as testing and inspection is required.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

AGENDA

CITY OF ISANTI
CITY COUNCIL BUDGET WORK SESSION
TUESDAY JULY 19, 2016
(Immediately following the 7:00 p.m. City Council Meeting)
CITY HALL

A. Call to Order
B. Roll Call

C. Work Session Item
1. **2017 Budget Review Schedule – Gayle Bauman**
2. **Review 2017 General Fund Revenue Projections – Gayle Bauman**
3. **Review 2017 Preliminary Department Budget Expenditures – Gayle Bauman**
   Mayor and City Council, Elections, Finance/Administration, Municipal Building, Planning/Zoning, Code Enforcement, Building Inspection, Police, Animal Control, Parks/Rec/Culture, Civil Defense, General Maintenance, Streets, Street Lighting, Sanitation, Fire Protection, Misc. /Transfers, Tax Abatements, and Debt Service

Adjournment

2017 Budget Review Schedule

C.1.

Tuesday, July 19, 2016 *(Immediately following the City Council Meeting)*

General Fund Revenue Projections
Preliminary Budget Expenditures – General Fund
- Mayor and City Council
- Elections
- Finance/Administration
- Municipal Building
- Planning/Zoning
- Code Enforcement
- Building Inspection
- EDA
- Police Department
- Animal Control
- Parks, Rec & Culture
- Civil Defense
- General Maintenance
- Streets
- Street Lighting
- Sanitation
- Fire Protection
- Miscellaneous and Transfers
- Tax Abatements
- Debt Service

Wednesday, August 3, 2016 *(Immediately following the City Council Meeting)*

Preliminary Budget Expenditures – General Fund Updates
Preliminary Budget Expenditures – Enterprise Funds
- Water
- Sewer
- Storm Water
- Liquor
- Capital Outlay and Reserve for Replacement

Tuesday, August 16, 2016 *(Immediately following the City Council Meeting)*

Review prior to preliminary levy adoption at September 6, 2016 City Council Meeting, only if deemed necessary.

C.2.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer & City Council Members**

From: Gayle Bauman, Interim Finance Director

Date: July 13, 2016

Subject: Review 2017 General Fund Revenue Projections

General Fund Revenue (Page 1)

- The Property Tax Levy (includes Debt Service) amount has been increased to $2,587,561 to cover the projected increase for fire services ($37,000) and to cover potential mediation-arbitration costs ($10,000). The effective preliminary tax rate for 2017 is estimated at 86.619% based on an increase in market value of 0.3%.

	2015/16	2016/17	$ Change	% Change
General Fund	1,934,000	2,009,086	75,086	3.9%
Debt Service	606,561	578,475	(28,086)	-4.6%
TOTAL	2,540,561	2,587,561	47,000	1.8%

- Business Licenses, Police State Aid, Fines & Forfeits, Grants & Aids, Municipal State Aid – Streets, Charges for Services, Community Center Charges, Rental Fees, School District Resource Officer, and Lease Revenue has been adjusted to reflect prior year trends, rates per the fee schedule and known agreements and trends.
- The transfer from the Liquor Store has been budgeted at $350,000.
- Interest on Investments is difficult to budget and is currently set at last years' budget amount.
- LGA reflects the amount per current law. This may increase if a special session is called.
- The estimated increase to the General Fund Fund Balance is $31,864 for 2017.
- Total Preliminary 2017 Budgeted Revenues, including Debt Service, are $4,081,384. This represents a $148,485 increase over 2016, or 3.8%.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer & City Council Members**

CC: Donald Lorsung, City Administrator

From: Gayle Bauman, Interim Finance Director

Date: July 13, 2016

Subject: Property Taxes Received for 1st Half Pay 2016

On July 7th the City received the tax settlement from Isanti County representing property taxes paid from January 1 through May 20, 2016. The following compares tax levy and tax receipts for pay 2016 to pay 2015:

	Pay 2016 Taxes	Pay 2015 Taxes
Net Levy (Paid to County from Property Owners)	$ 2,540,561	$ 1,957,506
Tax Settlement		
Current Year Taxes - 1st Half	$ 1,314,162	$ 1,000,045
Current Year Taxes - 2nd Half	$ -	$ -
Total Current Year Taxes Collected	$ 1,314,162	$ 1,000,045
% of Current Year Taxes Received to Net Levy	51.73%	51.09%

	Pay 2016 Taxes	Pay 2015 Taxes
Delinquent Tax Balance		
12/31/2015	$ 63,701	
12/31/2014		$ 64,337
Delinquent Taxes Collected 1st Half	$ 30,805	$ 18,203
Delinquent Taxes Collected 2nd Half	$ -	$ -
Total Delinquest Taxes Collected	$ 30,805	$ 18,203
% of Delinquent Taxes Collected	48.36%	28.29%

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer & City Council Members**

From: Gayle Bauman, Interim Finance Director

Date: July 13, 2016

Subject: Review 2017 Preliminary Department Budget Expenditures

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Total preliminary 2017 budgeted expenditures for the General Fund are $3,312,959. This represents a $195,269 increase over 2016, or 6.3%. The two main reasons for this are 1) increasing the hours for the Community Events/Parks Coordinator from 25 hours per week to full time; and 2) capital outlay requests. The two tables below show a breakdown in the differences between the 2016 Budget and the 2017 Request by department and by type.

GENERAL FUND - BY DEPARTMENT	2017 Request	2016 Budget	Increase/ (Decrease)	% Change
General Government	529,381	503,607	25,774	5.1%
Plan/Zone & Bldg Inpsections	273,949	256,103	17,846	7.0%
Public Safety	1,346,521	1,337,011	9,510	0.7%
Fire Protection	233,593	196,479	37,114	18.9%
Public Works	525,176	522,641	2,535	0.5%
Parks, Rec & Culture	394,419	291,450	102,969	35.3%
Miscellaneous/Debt	9,920	10,399	(479)	-4.6%
TOTAL	3,312,959	3,117,690	195,269	6.3%

GENERAL FUND - BY TYPE	2017 Request	2016 Budget	Increase/ (Decrease)	% Change
Personnel (1xx)	2,141,188	2,034,262	106,926	5.3%
Commodities (2xx)	192,193	188,138	4,055	2.2%
Prof Services (3xx)	644,840	601,757	43,083	7.2%
Other Services (4xx)	149,082	173,798	(24,716)	-14.2%
Capital Outlay (5xx)	175,736	109,336	66,400	60.7%
Miscellaneous/Debt	9,920	10,399	(479)	-4.6%
TOTAL	3,312,959	3,117,690	195,269	6.3%

Fund Balance – General Fund

The Office of the State Auditor recommends that local governments that rely significantly on property taxes maintain an unrestricted fund balance of approximately 35 to 50 percent of fund operating revenues or no less than five months of operating expenditure in their general fund.

Per the City's fund balance policy, at December 31 of each year, the General Fund unassigned fund balance shall be 50% of the following year's budgeted expenditures and transfers out. Any excess fund balance in the General Fund will be utilized to reduce property taxes for the next budget cycle. If a shortage exists, Council will need to determine a plan of action to restore the fund balance within two years. At December 31, 2015, the unassigned fund balance in the General Fund was $1,327,361. The 2016 budgeted expenditures and transfers out total $3,238,786. This calculates out to a fund balance at 41% of the following year's budgeted expenditures and transfers out. This 2017 preliminary budget increases the fund balance slightly but the percentage changes by less than 1%. Does a plan need to be put in place to restore the fund balance?

Expenditures – All Departments

- All wages include a 2% COLA for 2017 and include the necessary step increases, where applicable. A COLA of 2% results in a $33K impact to the general fund.
- Health Insurance is based on 2016 premiums plus 10%.
- Worker's compensation rates are based on 2016 rates and include a 6% inflationary factor.
- Property, liability, and volunteer insurance premiums are based on 2016 rates and include a 2.5% inflationary factor.
- Dental Insurance is based on 2016 premiums, plus 5%.
- Life/AD&D Insurance is based on 2016 rates.
- Managed expenses throughout the general fund budget have been adjusted based on prior year actual costs, current year expenditures through May, actual maintenance agreements and contracted costs.
- Total Preliminary 2017 Budgeted Expenditures, including Debt Service, are $4,049,520. This represents a $126,489 increase over 2016, or 3.2%.

Mayor and Council (Page 15)

- Dues and Subscriptions (433) reflects the increase for the League of MN Cities dues.

Elections (Page 16)

- No elections are scheduled for 2017 but funds are needed to update equipment.

Finance and Administration (Page 17)

- Professional Services (300) includes $10,000 for mediation/arbitration fees.
- Auditing and Accounting Services (301) reflects the contracted price for the 2016 audit.

Municipal Building (Page 21)

- Capital Outlay (500) includes $3,500 for landscaping.

Parks, Rec & Culture (Page 25)

- Wages & Salaries (100) includes the effect of increasing the hours for the Community Events/Parks Coordinator from 25 hours per week to full time.
- Operating Supplies (210) has been increased to reflect the increase in operating costs primarily associated with increased activity at the ICC and IIA.
- General Supplies (220) includes a budget of $1,400 for ICC blinds.
- Maint & Repairs – Bldgs (401) the 2016 budget included $6,000 for the purchase and installation of auto doors and the IIA.
- Repairs/Maint Mach/Equip (404) has been increased to reflect the cost associated with maintaining park structures/equipment and park maintenance equipment.
- Dues and Subscriptions (433) was increased to account for membership in Graphic Stock and a subscription to Adobe Suite.
- Street Dance (499) was increased by $3,000.
- Capital Outlay (500) includes a variety of requests for 2017.

Planning & Zoning (Page 29)

- Engineering Fees (303) were increased by $1,000.
- Technology (305) was increased by $900 to account for Civic System support.

Building Inspection (Page 31)

- Various increases were included in Computer Supplies, Training, Technology and Communications.

EDA (Page 34)

- Total Budgeted EDA Expenditures for 2017 are $149,854. The total budgeted net transfer from the General Fund is $125,255, which is an increase of $20,310 over 2016.

Police (Page 37)

- Small Tools and Minor Equip (240) included $3,000 in 2016 to purchase miscellaneous equipment for the Police Investigator position.
- The Cell Phone reimbursement is being removed due to the addition of the Jet Packs.
- $1,500 is being added to Repairs/Maint Equipment (404).
- Prisoner Expense (440) has not been used in many years. The budget is being eliminated for this line item.
- A $6,000 request for a new laptop and software for the reserve vehicle is being budgeted out of the Forfeiture Fund.

General Maintenance (Page 43)

- Ground Maintenance (400) includes $2,000 for brush disposal.

Streets (Page 45)

- Street Maintenance (231) includes a budget of $3,500 for sidewalk repair.
- An amount of $1,000 was added for Grounds Maintenance (400).

Street Lighting (Page 47)

- Capital Outlay (500) includes $20,000 for the capital investment relating to street lighting infill.

Sanitation (Page 48)

- Ground Maintenance (400) includes $3,500 for compost screening.

Fire Protection (Page 49)

- The preliminary increase of 15.0% over 2016 is based on an average of the increase over the past years. Actual will be determined by the Fire District at a later date.

Debt Service (Page 4)

- Only General Obligation bonds are included.
- The required levy amounts were reviewed and adjusted in 2015. Those adjustments are reflected in 2017.
- The 2017 bond payments are in accordance with the bond schedules.
- The 2017 debt service levy is proposed at $578,475.

Requests not included in this budget:

- Increased hours for the part-time Admin Data Clerk from 25/hrs/wk to 30/hrs/wk.
- Addition of 1 full-time Maintenance Technician.
- Addition of 1 part-time Engineering Technician.
- Addition of Parks, Rec & Culture summer intern.
- Increase in pay range for Building Official.
- Levy for Capital Reserve Fund for future replacements.

2017 PRELIMINARY BUDGET FOR THE CITY OF ISANTI

PRESENTED JULY 19, 2016 BUDGET WORK SESSION

BLANK PAGE

2017 Budget

Table of Contents

Revenues..... 1
Expenditures..... 3
Bond Schedule..... 4
Pay Schedule 5
Wage and Benefit Information..... 7

General Fund statement..... 13

Administration
Council 15
Elections..... 16
Financial Administration..... 17
Municipal Building..... 21
Animal Control..... 23

Parks, Rec & Culture
Parks, Rec & Culture 25

Planning, Building Inspections, EDA
Planning/Zoning..... 29
Building Inspection..... 31
EDA..... 34

Public Safety
Police 37
Code Enforcement..... 40
Civil Defense..... 41

Public Works
General Maintenance..... 43
Streets..... 45
Street Lighting..... 47
Sanitation..... 48

Fire
Fire District Payment..... 49

Other
Capital Outlay and Reserve for Replacement..... 50

Revenues

REVENUES	2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
Property Taxes (Less MVHC Reduction)	$ 1,662,086	$ 1,624,000	$ 1,298,306	$ 1,357,265	$ 1,425,810	$ 1,449,770	$ 1,340,110	$ 1,490,436
Property Taxes (Fire District Budget)	147,000	110,000	-	-		-	-	-
Property Taxes (Pavement Management)	100,000	100,000	-	-	-	-	-	-
Property Taxes (Court Ordered Abatements)	75,000	75,000	-	-	-	-	-	-
Propert Taxes (Compost Site)	25,000	25,000	-	-	-	-	-	-
Property Taxes (Debt Service Levy)	578,475	451,561	529,201	-	314,943	426,104	360,178	382,553
Property Taxes (Abatement Levy)	-	155,000	130,000	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-	-
PERA Rebate	1,205	1,205	1,205	1,205	1,205	1,205	1,205	1,205
Business Licenses	13,000	13,000	15,000	12,675	11,975	12,200	15,350	16,230
Non Business Licenses and Permits	120,000	87,500	87,500	178,442	203,568	80,507	81,523	71,332
Local Government Aid	585,318	581,099	-	571,231	545,485	313,359	313,359	313,359
Police State Aid	60,000	60,000	58,000	55,829	60,928	57,908	48,005	53,217
Post Training	3,000	3,000	3,000	3,286	3,218	3,076	2,989	3,409
County-State Highway Aid	-	-	-	-	-	-	-	-
Fines & Forfeits	25,300	25,000	30,000	26,006	28,407	22,916	27,457	36,758
Grants & Aids	9,000	7,000	36,014	22,301	60,460	50,382	88,045	79,655
Municipal State Aid - Streets	60,000	58,000	53,000	58,266	54,494	52,167	54,172	52,543
Administrative Citations	7,000	5,000	5,000	11,303	5,365	4,700	5,650	4,920
Charges for Services	-	-	-	-	-	-	-	-
General Government	3,000	3,000	5,000	6,172	3,678	5,860	5,095	4,126
Planning & Zoning	7,500	7,500	5,000	8,025	8,331	6,767	4,341	3,677
Snow Removal	-	-	-	673	1,071	4,785	5,662	4,765
Weed & Grass	-	-	-	89	(1,401)	470	(2,879)	1,005
Park & Recreation	1,850	1,500	500	2,102	1,678	1,980	20	870
Public Works-Other	4,650	1,000	1,000	2,127	5,403	5,350	1,590	435
Police Department	3,250	3,500	6,500	3,425	3,178	4,379	7,247	7,778
Community Center Charges	10,500	10,500	8,500	11,763	12,713	8,010	7,896	7,182
Rental Fees	9,000	8,500	9,000	16,058	4,393	9,140	8,296	8,196
School District Resource Officer	27,000	27,711	24,687	27,037	20,496	20,496	20,496	20,496
Lease Revenue	123,100	122,173	82,057	81,729	20,668	19,593	17,693	15,438
Transfer of Liquor Store Profits	350,000	300,000	300,000	300,000	200,000	150,000	150,000	150,000
Transfer of P&R Dedication Interest	-	-	-	-	-	-	130,111	-

Revenues

Transfer from EDA to Parks, Rec & Culture	19,150	16,150	16,150	16,150	16,150	-	-	-
Transfer from Technology Fund	-	-	-	-	-	-	-	-
Transfer from Capital Replacement	-	-	-	-	-	-	-	-
Transfer From Railroad Ave Imp Fund	-	-	-	-	-	-	-	-
Transfers to Close Funds	-	-	-	-	-	-	-	-
Transfer from Community Involvement Fund	-	-	-	-	-	-	-	78
Miscellaneous	26,000	25,000	30,000	77,958	30,347	27,292	31,446	29,778
Interest on Investments	25,000	25,000	17,942	16,766	38,426	(13,765)	24,728	55,069
Reserved Fund Balance - Fee Study	-	-	-	-	-	-	-	-
C/O 2008 Budget - Council Training	-	-	-	-	-	-	-	-
C/O 2009 Budget - Elections, Sealcoating	-	-	-	-	-	-	-	-
C/O 2011 Budget - Elections	-	-	-	-	-	-	-	-
Fund Balance Loan (3yr 0%)	-	-	-	-	-	-	-	-
C/O Prior Year LGA Collections	-	-	545,485	-	-	-	-	-
Gap Funding Sources	-	-	234,052	-	-	-	-	-
General Fund Fund Balance	-	-	399,637	-	-	-	-	-
Total	**$ 4,081,384**	**$ 3,932,899**	**$ 3,931,735**	**$ 2,867,882**	**$ 3,080,988**	**$ 2,724,650**	**$ 2,749,785**	**$ 2,814,510**

Exp Summary

	2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
Mayor & Council	$ 42,553	$ 42,672	$ 40,501	$ 39,314	$ 25,533	$ 29,304	$ 22,281	$ 24,453
Elections	7,350	16,709	4,750	1,078	4,172	1,128	4,472	3,823
Financial Administration	444,551	412,386	404,384	364,956	361,628	381,531	356,613	376,744
Municipal Building	34,927	31,841	42,415	52,354	31,127	23,159	19,778	26,205
Animal Control	5,721	5,896	5,867	4,903	4,665	4,007	5,069	4,981
Parks, Rec & Culture	394,419	291,450	317,064	259,868	311,818	176,905	186,674	172,960
Planning & Zoning	111,557	96,369	88,108	84,495	72,202	89,975	82,255	72,306
Building Inspections	162,392	159,735	163,210	151,435	123,354	122,344	129,052	131,752
Economic Development Authority	144,405	121,095	92,767	92,767	98,140	117,775	85,479	85,755
Police	1,300,339	1,282,933	1,176,942	1,128,273	1,036,830	969,531	930,661	884,652
Code Enforcement	37,962	45,681	33,268	28,634	26,138	18,903	19,004	12,118
Civil Defense	2,500	2,500	2,000	2,140	1,386	1,386	1,386	-
General City Maintenance	54,912	51,973	79,354	129,553	230,060	45,943	42,456	44,939
Streets	365,983	349,428	312,636	300,022	373,452	293,871	320,010	274,247
Street Lighting	83,125	77,662	91,250	86,329	58,818	59,873	59,738	58,776
Sanitation	21,157	43,578	6,932	6,426	6,714	6,468	6,288	6,163
Fire Protection	233,593	196,479	180,000	180,256	187,697	151,688	142,376	137,724
Miscellaneous	-	-	-	2,027	21,400	1,644	4,871	5,659
Txfr to City Hall (Bldg Loan) 2006-2015	-	-	49,254	49,252	49,255	49,255	49,255	49,255
Txfr to Sewer (3rd Ave Loan) P&I	10,502	10,502	10,502	10,502	10,502	10,502	10,502	2,611
Txfr to Water/Sewer (Deer Haven)	3,180	3,180	3,180	3,180	3,179	3,179	3,179	
Txfr to Park Dedication Fund	-	-	-	-	-	-	-	-
Txfr to Forfeiture Fund	-	-	-	-	-	-	-	-
Txfr to Capital Projects	-	-	-	257,798	-	-	-	-
Fund Balance 3 Year Loan	-	-	-	-	-	-	-	-
Fund Balance - Replenish	-	53,162	-	-	-	-	-	-
Tax Abatements	9,920	10,399	11,776	10,877	11,630	12,349	12,948	13,615
Capital Replacement	-	10,842	157,500	-	-	-	-	-
G.O. Debt Service	578,475	606,561	659,201	-	314,943	426,104	360,178	382,553
Total Expenditures	4,049,520	3,923,032	3,932,861	3,246,439	3,364,643	2,996,824	2,854,528	2,771,292
Estimated Revenues	4,081,384	3,932,899	3,931,735	2,867,882	3,080,988	2,724,650	2,749,785	2,814,510
Surplus/(Deficit)	31,864	9,867	(1,126)	(378,558)	(283,655)	(272,174)	(104,742)	43,217

Debt Svc

Bond	Project Name	Original Amount	12/31/2016 Bond Payable Balance	Final Maturity	5/31/2016 Cash Balance	Required Levy Amt	2017 Special Assessments	2017 Debt Payment
2006 GO Improvement (Streets)	Dahlin, Richard, Candy, Shawn, Main & Broadway (Fund 918)	$ 2,355,000	$ -	1-Jan-17	$ 134,803	$ -	$ -	$ -
2008 GO Improvement (Streets)	1st & 2nd Ave, Broadway St., Elizabeth St., Alley NNSF; 2007 SE Quadrant Hwy 65 (Fund 919)	1,275,000	250,000	1-Dec-18	203,458	**48,327**	22,856	170,305
2009A GO Crossover Refunding	Refunded 2001A GO Imp Bonds (Fund 928 was 914)	610,000	85,000	1-Dec-17	107,976	-	38,644	87,635
2010B GO Improvement Refunding	Refunded 2003 and 2004 GO Impr Bonds (Fund 929 was 915 and 916)	1,825,000	1,275,000	1-Dec-21	622,869	**250,000**	9,752	87,190
2011A GO Improvement (Streets & Utilities)	Broadway St SW, Elizabeth St SW, 2nd Ave SW, 3rd Ave SW, 4th Ave SW, 5th Ave SW (Fund 930)	790,000	500,000	1-Feb-22	158,129	**7,870**	24,148	90,538
2014A GO Tax Abatement Bonds	BMX Facility and Related Site Improvements (Fund 931)	2,560,000	2,430,000	1-Feb-30	6,648	**224,871**	-	215,713
2014B General Obligation Bonds (Equipment Portion)	Capital Equipment (Fund 932)	390,000	350,000	1-Feb-24	2,004	**47,408**	-	45,290
Total			**$ 4,890,000**		**$ 1,235,888**	**$ 578,475**	**$ 95,400**	**$ 696,670**

2017 Debt Service	Required Levy Amt
2006 Street Improvement (Fund 918)	$ -
GO 2008 Improvement (Fund 919)	$ 48,327
2009A GO Crossover Refunding (Fund 928)	$ -
2010B GO Improvement Refunding (Fund 929)	$ 250,000
2011A GO Improvement (Fund 930)	$ 7,870
2014A GO Tax Abatement Bonds (Fund 931)	$ 224,871
2014B General Obligation Bonds (Fund 932)	$ 47,408
Total Debt Service	**$ 578,475**

Pay 2017

JOB CLASSIFICATION 2017	POINTS	STEP 1 0.895	STEP 2 0.930	STEP 3 0.965	STEP 4 1.000	STEP 5 1.035	STEP 6 1.070	STEP 7 1.105
City Administrator	864	$7,585.38	$7,882.01	$8,178.65	$8,475.28	$8,771.92	$9,068.55	$9,365.19
per hour		$43.76	$45.47	$47.18	$48.90	$50.61	$52.32	$54.03
per pay period		$3,500.94	$3,637.85	$3,774.76	$3,911.67	$4,048.58	$4,185.49	$4,322.39
per year		$91,024.53	$94,584.15	$98,143.77	$101,703.38	$105,263.00	$108,822.62	$112,382.24
Finance Director	665	$6,627.56	$6,886.74	$7,145.92	$7,405.10	$7,664.28	$7,923.45	$8,182.63
per hour		$38.24	$39.73	$41.23	$42.72	$44.22	$45.71	$47.21
per pay period		$3,058.88	$3,178.50	$3,298.12	$3,417.74	$3,537.36	$3,656.98	$3,776.60
per year		$79,530.75	$82,640.89	$85,751.03	$88,861.18	$91,971.32	$95,081.46	$98,191.60
Police Chief	643	$6,217.07	$6,460.19	$6,703.32	$6,946.44	$7,189.57	$7,432.70	$7,675.82
per hour		$35.87	$37.27	$38.67	$40.08	$41.48	$42.88	$44.28
per pay period		$2,869.42	$2,981.63	$3,093.84	$3,206.05	$3,318.26	$3,430.48	$3,542.69
per year		$74,604.82	$77,522.32	$80,439.83	$83,357.34	$86,274.84	$89,192.35	$92,109.86
Public Services Director/Asst. City Administrator	650	$6,389.15	$6,639.00	$6,888.86	$7,138.71	$7,388.57	$7,638.42	$7,888.28
per hour		$36.86	$38.30	$39.74	$41.18	$42.63	$44.07	$45.51
per pay period		$2,948.84	$3,064.16	$3,179.47	$3,294.79	$3,410.11	$3,525.43	$3,640.74
per year		$76,669.80	$79,668.06	$82,666.32	$85,664.58	$88,662.84	$91,661.10	$94,659.36
Community Development Director	511	$5,617.30	$5,836.97	$6,056.64	$6,276.32	$6,495.99	$6,715.66	$6,935.33
per hour		$32.41	$33.67	$34.94	$36.21	$37.48	$38.74	$40.01
per pay period		$2,592.60	$2,693.99	$2,795.37	$2,896.76	$2,998.15	$3,099.53	$3,200.92
per year		$67,407.62	$70,043.68	$72,679.73	$75,315.78	$77,951.83	$80,587.88	$83,223.94
Economic Development Director	417	$5,559.21	$5,776.61	$5,994.01	$6,211.41	$6,428.81	$6,646.21	$6,863.61
per hour		$32.07	$33.33	$34.58	$35.84	$37.09	$38.34	$39.60
per pay period		$2,565.79	$2,666.13	$2,766.47	$2,866.81	$2,967.14	$3,067.48	$3,167.82
per year		$66,710.57	$69,319.36	$71,928.16	$74,536.95	$77,145.74	$79,754.54	$82,363.33
Police Lieutenant	394	$4,858.64	$5,048.64	$5,238.64	$5,428.64	$5,618.65	$5,808.65	$5,998.65
per hour		$28.03	$29.13	$30.22	$31.32	$32.42	$33.51	$34.61
per pay period		$2,242.45	$2,330.14	$2,417.83	$2,505.53	$2,593.22	$2,680.91	$2,768.61
per year		$58,303.64	$60,583.67	$62,863.70	$65,143.73	$67,423.76	$69,703.79	$71,983.82
Liquor Store Manager	358	$4,815.78	$5,004.10	$5,192.43	$5,380.76	$5,569.08	$5,757.41	$5,945.73
per hour		$27.78	$28.87	$29.96	$31.04	$32.13	$33.22	$34.30
per pay period		$2,222.67	$2,309.59	$2,396.51	$2,483.43	$2,570.35	$2,657.27	$2,744.19
per year		$57,789.31	$60,049.23	$62,309.14	$64,569.06	$66,828.98	$69,088.89	$71,348.81
Police Investigator	297	$4,382.34	$4,553.72	$4,725.09	$4,896.47	$5,067.85	$5,239.22	$5,410.60
per hour		$25.28	$26.27	$27.26	$28.25	$29.24	$30.23	$31.21
per pay period		$2,022.62	$2,101.72	$2,180.81	$2,259.91	$2,339.01	$2,418.10	$2,497.20
per year		$52,588.08	$54,644.60	$56,701.11	$58,757.63	$60,814.15	$62,870.66	$64,927.18
Building Official	280BO	$4,301.13	$4,469.33	$4,637.53	$4,805.73	$4,973.93	$5,142.13	$5,310.33
per hour		$24.81	$25.78	$26.75	$27.73	$28.70	$29.67	$30.64
per pay period		$1,985.14	$2,062.77	$2,140.40	$2,218.03	$2,295.66	$2,373.29	$2,450.92
per year		$51,613.54	$53,631.95	$55,650.35	$57,668.76	$59,687.17	$61,705.57	$63,723.98
Human Resources/City Clerk	280	$4,726.14	$4,910.96	$5,095.78	$5,280.60	$5,465.42	$5,650.24	$5,835.06
per hour		$27.27	$28.33	$29.40	$30.47	$31.53	$32.60	$33.66
per pay period		$2,181.29	$2,266.60	$2,351.90	$2,437.20	$2,522.50	$2,607.80	$2,693.11
per year		$56,713.66	$58,931.51	$61,149.36	$63,367.21	$65,585.07	$67,802.92	$70,020.77

Pay 2017

Community Events/Parks Coordinator	230	$3,689.42	$3,833.70	$3,977.98	$4,122.26	$4,266.54	$4,410.82	$4,555.10
per hour		$21.29	$22.12	$22.95	$23.78	$24.61	$25.45	$26.28
per pay period		$1,702.81	$1,769.40	$1,835.99	$1,902.58	$1,969.17	$2,035.76	$2,102.35
per year		$44,273.06	$46,004.41	$47,735.75	$49,467.10	$51,198.45	$52,929.80	$54,661.15
Accounting Clerk	183	$3,574.54	$3,714.33	$3,854.12	$3,993.90	$4,133.69	$4,273.47	$4,413.26
per hour		$20.62	$21.43	$22.24	$23.04	$23.85	$24.65	$25.46
per year		$42,894.51	$44,571.94	$46,249.38	$47,926.82	$49,604.26	$51,281.70	$52,959.14
Police Secretary/Administrative Assist.	183	$3,390.06	$3,522.64	$3,655.21	$3,787.78	$3,920.35	$4,052.92	$4,185.50
per hour		$19.56	$20.32	$21.09	$21.85	$22.62	$23.38	$24.15
per year		$40,680.76	$42,271.63	$43,862.49	$45,453.36	$47,044.23	$48,635.10	$50,225.97
Utility Billing Clerk	152	$2,938.37	$3,053.28	$3,168.19	$3,283.09	$3,398.00	$3,512.91	$3,627.82
per hour		$16.95	$17.62	$18.28	$18.94	$19.60	$20.27	$20.93
per year		$35,260.43	$36,639.33	$38,018.23	$39,397.13	$40,776.03	$42,154.93	$43,533.83
Receptionist/Secretary/Data Entry	144	$2,833.75	$2,944.57	$3,055.39	$3,166.20	$3,277.02	$3,387.84	$3,498.65
per hour		$16.35	$16.99	$17.63	$18.27	$18.91	$19.55	$20.18
per year		$34,005.01	$35,334.82	$36,664.62	$37,994.43	$39,324.23	$40,654.04	$41,983.84
Code Enforcement/Zoning Technician	142	$2,769.86	$2,878.18	$2,986.49	$3,094.81	$3,203.13	$3,311.45	$3,419.77
per hour		$15.98	$16.60	$17.23	$17.85	$18.48	$19.10	$19.73
Administrative Data Clerk	125	$2,515.57	$2,613.94	$2,712.32	$2,810.69	$2,909.07	$3,007.44	$3,105.81
per hour		$14.51	$15.08	$15.65	$16.22	$16.78	$17.35	$17.92
Liquor Store Clerk II	125	$2,515.57	$2,613.94	$2,712.32	$2,810.69	$2,909.07	$3,007.44	$3,105.81
per hour		$14.51	$15.08	$15.65	$16.22	$16.78	$17.35	$17.92
Liquor Store Clerk III	125	$2,294.02	$2,383.73	$2,473.44	$2,563.15	$2,652.86	$2,742.57	$2,832.28
per hour		$13.23	$13.75	$14.27	$14.79	$15.30	$15.82	$16.34
Liq. Store Clerk less than 20	125	$1,868.41	$1,941.47	$2,014.54	$2,087.60	$2,160.67	$2,233.74	$2,306.80
per hour		$10.78	$11.20	$11.62	$12.04	$12.47	$12.89	$13.31
PT Custodian	125	$1,867.12	$1,940.13	$2,013.15	$2,086.17	$2,159.18	$2,232.20	$2,305.21
per hour		$10.77	$11.19	$11.61	$12.04	$12.46	$12.88	$13.30
		Start	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**
Police Officer (Union)	280	$4,319.22	$4,474.81	$4,637.46	$4,807.19	$4,982.22	$5,155.49	$5,332.29
per hour		$ 24.92	$ 25.82	$ 26.75	$ 27.73	$ 28.74	$ 29.74	$ 30.76
per year		$ 51,830.69	$ 53,697.70	$ 55,649.57	$ 57,686.30	$ 59,786.69	$ 61,865.86	$ 63,987.46
Police Officer (Non-Union)	280	$4,232.56	$4,388.14	$4,550.80	$4,720.53	$4,895.56	$5,068.82	$5,245.62
per hour		$ 24.42	$ 25.32	$ 26.25	$ 27.23	$ 28.24	$ 29.24	$ 30.26
per year		$ 50,790.69	$ 52,657.70	$ 54,609.57	$ 56,646.30	$ 58,746.69	$ 60,825.86	$ 62,947.46
		Start	**6 Months**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**
Maintenance Tech (Union)	188	$3,438.76	$3,571.36	$3,703.96	$3,840.10	$3,972.70	$4,108.83	$4,244.97
per hour		$ 19.84	$ 20.60	$ 21.37	$ 22.15	$ 22.92	$ 23.70	$ 24.49
per year		$ 41,265.12	$ 42,856.32	$ 44,447.52	$ 46,081.15	$ 47,672.35	$ 49,305.98	$ 50,939.62
Working Foreman/Leadman (Union)	280	$4,370.50	$4,391.71	$4,557.90	$4,725.86	$4,892.06	$5,052.94	$5,220.90
per hour		$ 25.21	$ 25.34	$ 26.30	$ 27.26	$ 28.22	$ 29.15	$ 30.12
per year		$ 52,445.95	$ 52,700.54	$ 54,694.85	$ 56,710.37	$ 58,704.67	$ 60,635.33	$ 62,650.85

NOTE: 1st step is after 6 months

Wage and Benefit Information

	By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Mayor and City Council															
Mayor				$ 5,225.00					$ 5,225.00	$ 399.71					
4 City Council				$ 16,552.00					$ 16,552.00	$ 1,266.23					
	100% Council			$ 21,777.00					$ 21,777.00	$ 1,665.94	$ -	$ -	$ -	$ -	$ -
EDA Board															
5 City Council Members				$ 3,000.00					$ 3,000.00	$ 229.50					
2 Members				$ 600.00					$ 600.00	$ 45.90					
	100% EDA			$ 3,600.00					$ 3,600.00	$ 275.40	$ -	$ -	$ -	$ -	$ -
Parks Rec & Culture Board															
1 City Council Member				$ 600.00					$ 600.00	$ 45.90					
4 Members				$ 1,200.00					$ 1,200.00	$ 91.80					
	100% Parks/Rec/Cult			$ 1,800.00					$ 1,800.00	$ 137.70	$ -	$ -	$ -	$ -	$ -
Planning Commission															
2 City Council Members				$ 1,200.00					$ 1,200.00	$ 91.80					
5 Members				$ 1,500.00					$ 1,500.00	$ 114.75					
	100% Plan/Zone			$ 2,700.00					$ 2,700.00	$ 206.55	$ -	$ -	$ -	$ -	$ -
Finance Committee															
2 City Council Members				$ 2,400.00					$ 2,400.00	$ 183.60					
									$ -	$ -					
	100% Admin			$ 2,400.00					$ 2,400.00	$ 183.60	$ -	$ -	$ -	$ -	$ -
Personnel Committee															
2 City Council Members				$ 2,400.00					$ 2,400.00	$ 183.60					
									$ -	$ -					
	100% Admin			$ 2,400.00					$ 2,400.00	$ 183.60	$ -	$ -	$ -	$ -	$ -
Development & Operations Advisory Committee															
2 City Council Members				$ 2,400.00					$ 2,400.00	$ 183.60					
	50% EDA								$ -	$ -					
	50% Plan/Zone			$ 2,400.00					$ 2,400.00	$ 183.60	$ -	$ -	$ -	$ -	$ -
Police Committee															
2 City Council Members				$ 400.00					$ 400.00	$ 30.60					
									$ -	$ -					
	100% Police			$ 400.00					$ 400.00	$ 30.60	$ -	$ -	$ -	$ -	$ -
Public Works Committee	25% Streets														
2 City Council Members	25% Water			$ 400.00					$ 400.00	$ 30.60					
	25% Sewer								$ -	$ -					
	25% Storm Water			$ 400.00					$ 400.00	$ 30.60	$ -	$ -	$ -	$ -	$ -
Liquor Committee															
2 City Council Members				$ 1,200.00					$ 1,200.00	$ 91.80					
									$ -	$ -					
	100% Liquor			$ 1,200.00					$ 1,200.00	$ 91.80	$ -	$ -	$ -	$ -	$ -
Bldg & Grounds Committee															
2 City Council Members	50% Muni Bldg			$ 400.00					$ 400.00	$ 30.60					
	25% Police								$ -	$ -					
	25% Parks/Rec/Cult			$ 400.00					$ 400.00	$ 30.60	$ -	$ -	$ -	$ -	$ -
Other Commissions, Boards and Advisory Committees															
1 City Council Member				$ 3,150.00					$ 3,150.00	$ 240.98					
									$ -	$ -					
	100% Council			$ 3,150.00					$ 3,150.00	$ 240.98	$ -	$ -	$ -	$ -	$ -

Wage and Benefit Information

		By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Administration Department																
Administrator	8810	69.0% Admin								$ 114,570.45	$ 8,764.64	$ 8,592.78	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,005.56
1/1/17	Step 7	5.2% Bldg Insp	2,080	$54.03	$112,382.24	$ 2,188.21										
		10.0% Liquor														
		9.0% Sewer														
		6.8% Water														
Finance Director	8810	71.7% Admin								$ 85,751.03	$ 6,559.95	$ 6,431.33	$ 17,602.87	$ 1,608.39	$ 69.00	$ 628.38
1/1/17	Step 3	2.5% Bldg Insp	2,080	$41.23	$ 85,751.03											
		10.0% Liquor														
		9.0% Sewer														
		6.8% Water														
HR/City Clerk	8810	74.2% Admin								$ 64,800.29	$ 4,957.22	$ 4,860.02	$ 8,016.00	$ 529.20	$ 69.00	$ 475.15
1/1/17	Step 4	0.0% Bldg Insp	736	$30.47	$ 22,422.25											
5/9/17	Step 5	10.0% Liquor	1,344	$31.53	$ 42,378.04											
		9.0% Sewer			$ 64,800.29											
		6.8% Water														
Administrative Data Cler	8810	74.2% Admin														
1/1/17	Step 5	10.0% Liquor	1,300	$16.78	$ 21,817.99					$ 21,817.99	$ 1,669.08	$ 1,636.35	$ -	$ -	$ -	$ 191.49
		9.0% Sewer														
		6.8% Water														
Economic Dev Director	8810	100.0% EDA	2,080	$39.60	$ 82,363.33					$ 82,363.33	$ 6,300.79	$ 6,177.25	$ 17,602.87	$ 1,608.39	$ 69.00	$ 722.89
1/1/17	Step 7															
Accounting Clerk	8810	69.0% Admin							WAIVE	$ 59,599.40	$ 4,865.97	$ 4,469.95	$ 4,008.00	$ 529.20	$ 69.00	$ 523.09
1/1/17	Step 7	5.2% Bldg Insp	2,080	$28.01	$ 58,255.05	$ 1,344.35										
		10.0% Liquor														
		9.0% Sewer														
		6.8% Water														
Recept/Sec/Data Entry	8810	5% Liquor								$ 43,533.83	$ 3,330.34	$ 3,265.04	$ 17,602.87	$ 1,608.39	$ 69.00	$ 382.09
		25% Sewer														
1/1/17	Step 7	25% Water	2,080	$20.93	$ 43,533.83											
		25% Admin														
		10% Bldg Insp														
		3.5% Plan/Zone														
		3.0% EDA														
		3.5% Parks/Rec/Cult														
Utility Billing Clerk	8810	45.0% Water								$ 46,807.96	$ 3,580.81	$ 3,510.60	$ 8,016.00	$ 529.20	$ 69.00	$ 410.82
1/1/17	Step 6	45.0% Sewer	1,480	$22.29	$ 32,994.34											
9/15/17	Step 7	10.0% Storm Water	600	$23.02	$ 13,813.62											
TOTAL ADMINISTRATION DEPARTMENT										$ 519,244.29	$ 40,028.80	$ 38,943.32	$ 90,451.49	$ 8,021.16	$ 483.00	$ 4,339.48
Community Development Department																
Community Dev Director	9410	80% Plan/Zone								$ 80,587.88	$ 6,164.97	$ 6,044.09	$ 8,016.00	$ 529.20	$ 69.00	$ 533.04
1/1/17	Step 6	10% Bldg Insp	2,080	$38.74	$ 80,587.88											
12/30/17	Step 7	0% Parks/Rec/Cult	-	$40.01	$ -											
		10% Code Enforce														
Building Official	9410	100% Bldg Insp								$ 53,631.95	$ 4,102.84	$ 4,022.40	$ 17,602.87	$ 1,127.07	$ 69.00	$ 354.74
1/1/17	Step 2		2,080	$25.78	$ 53,631.95											
Code Enforce/Zoning Te	9410	100% Code Enforce								$ 16,641.64	$ 1,273.09	$ 1,248.12	$ -	$ -	$ -	$ 110.07
1/1/17	Step 1		1,004	$15.98	$ 16,043.87											
12/18/17	Step 2		36	$16.60	$ 597.77											
TOTAL COMMUNITY DEVELOPMENT DEPARTMENT										$ 150,861.47	$ 11,540.90	$ 11,314.61	$ 25,618.87	$ 1,656.27	$ 138.00	$ 997.86

Wage and Benefit Information

		By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Police Department	7720															
1/1/17	Step 7	100% Police	2,080	$44.28	$ 92,109.86	$ 2,125.61				$ 94,235.47	$ 1,366.41	$ 15,266.15	$ 17,602.87	$ 1,608.39	$ 69.00	$ 5,597.81
Lieutenant	7720	100% Police								$ 75,167.72	$ 1,089.93	$ 12,177.17	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,465.14
1/1/17	Step 7		2,080	$34.61	$ 71,983.82		$ 3,183.90									
Investigator	7720	100% Police							WAIVE	$ 68,523.96	$ 1,051.71	$ 11,100.88	$ 4,008.00	$ 1,608.39	$ 69.00	$ 4,070.49
1/1/17	Step 7		2,080	$31.21	$ 64,927.18		$ 2,871.78	$ 725.00								
Officer	7720	100% Police								$ 56,295.13	$ 816.28	$ 9,119.81	$ 8,016.00	$ 529.20	$ 69.00	$ 3,344.07
1/1/17	Start		560	$ 24.92	$ 13,954.42											
4/7/17	Step 1		1,520	$ 25.82	$ 39,240.62		$ 2,375.09	$ 725.00								
Officer	7720	100% Police							WAIVE	$ 68,711.67	$ 1,054.44	$ 11,131.29	$ 4,008.00	$ 1,608.39	$ 69.00	$ 4,081.64
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,169.00	$ 2,830.21	$ 725.00								
Officer	7720	100% Police								$ 68,865.49	$ 998.55	$ 11,156.21	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,090.78
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,322.82	$ 2,830.21	$ 725.00								
Officer	7720	100% Police							WAIVE	$ 69,019.30	$ 1,058.90	$ 11,181.13	$ 4,008.00	$ 1,608.39	$ 69.00	$ 4,099.91
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,476.63	$ 2,830.21	$ 725.00								
Officer	7720	100% Police								$ 67,542.67	$ 979.37	$ 10,941.91	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,012.20
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ -	$ 2,830.21	$ 725.00								
Officer	7720	100% Police								$ 69,019.30	$ 1,000.78	$ 11,181.13	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,099.91
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,476.63	$ 2,830.21	$ 725.00								
Police Secretary	8810	100% Police								$ 50,902.08	$ 3,894.01	$ 3,817.66	$ 17,602.87	$ 1,127.07	$ 69.00	$ 446.76
1/1/17	Step 7		2,080	$24.15	$ 50,225.97	$ 676.12										
PT Data Entry Clerk	8810	100% Police								$ 20,096.86	$ 1,537.41	$ 1,507.26	$ -	$ -	$ -	$ 176.39
1/1/17	Step 5		360	$18.91	$ 6,806.12											
5/6/17	Step 6		680	$19.55	$ 13,290.74											
TOTAL POLICE DEPARTMENT										$ 708,379.66	$ 14,847.79	$ 108,580.60	$ 125,657.23	$ 14,523.39	$ 690.00	$ 38,485.09

Wage and Benefit Information

		By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Public Services Department		21.2% Streets														$ 5,161.86
Director/Asst City Mgr	5506	4.1% Gen Maint								$ 87,082.99	$ 6,661.85	$ 6,531.22	$ 17,602.87	$ 1,608.39	$ 69.00	
1/1/17	Step 4	1.0% Sanitation	1,096	$41.18	$ 45,138.64											
7/11/17	Step 5	25.0% Parks/Rec/Cult	984	$42.63	$ 41,944.34											
		4.3% Storm Water														
		18.6% Water														
		25.8% Sewer														
Mntc Tech	5506	24.6% Streets								$ 54,528.52	$ 4,171.43	$ 4,089.64	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,569.76
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											$ 17.31
	C/D Licenses	1.1% Sanitation	2,080	$ 1.60	$ 3,328.00											$ 3.97
		13.1% Parks/Rec/Cult			$ 54,267.62	$ 260.90										$ 455.22
		5.0% Storm Water														$ 161.61
		21.5% Water														$ 627.81
		29.9% Sewer														$ 966.42
Mntc Tech	5506	24.6% Streets								$ 54,475.62	$ 4,167.38	$ 4,085.67	$ 17,602.87	$ 1,127.07	$ 69.00	$ 1,568.24
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											$ 17.30
	C/D, Pest Licenses	1.1% Sanitation	2,080	$ 1.70	$ 3,536.00											$ 3.96
		13.1% Parks/Rec/Cult			$ 54,475.62											$ 454.78
		5.0% Storm Water														$ 161.45
		21.5% Water														$ 627.21
		29.9% Sewer														$ 965.49
Foreman	5506	24.6% Streets							WAIVE	$ 62,009.77	$ 5,050.36	$ 4,650.73	$ 4,008.00	$ 1,608.39	$ 69.00	$ 1,785.13
1/1/17	Year 1	4.8% Gen Maint	1,400	$ 26.30	$ 36,813.84											$ 19.69
9/2/17	Year 2	1.1% Sanitation	680	$ 27.26	$ 18,539.93											$ 4.51
	C/D, Mech, Pest Licenses	13.1% Parks/Rec/Cult	2,080	$ 3.20	$ 6,656.00											$ 517.67
		5.0% Storm Water			$ 62,009.77											$ 183.78
		21.5% Water														$ 713.95
		29.9% Sewer														$ 1,099.02
Mntc Tech	5506	24.6% Streets								$ 58,436.04	$ 4,470.36	$ 4,382.70	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,682.25
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											$ 18.55
	C/D, Mech Licenses	1.1% Sanitation	2,080	$ 3.10	$ 6,448.00											$ 4.25
		13.1% Parks/Rec/Cult			$ 57,387.62	$ 1,048.43										$ 487.84
		5.0% Storm Water														$ 173.19
		21.5% Water														$ 672.80
		29.9% Sewer														$ 1,035.68
Mntc Tech	5506	24.6% Streets								$ 54,475.62	$ 4,167.38	$ 4,085.67	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,568.24
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											$ 17.30
	C/D, Pest Licenses	1.1% Sanitation	2,080	$ 1.70	$ 3,536.00											$ 3.96
		13.1% Parks/Rec/Cult			$ 54,475.62											$ 454.78
		5.0% Storm Water														$ 161.45
		21.5% Water														$ 627.21
		29.9% Sewer														$ 965.49
Mntc Tech	7520	50.0% Water								$ 53,435.62	$ 4,087.82	$ 4,007.67	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,430.77
1/1/17	Year 5	50.0% Sewer	2,080	$ 24.49	$ 50,939.62											$ 1,583.70
	C Water, D Waste Licenses		2,080	$ 1.20	$ 2,496.00											
					$ 53,435.62											
Mntc Tech	5506	50.0% Streets							WAIVE	$ 49,850.03	$ 4,120.14	$ 3,738.75	$ 4,008.00	$ 1,608.39	$ 69.00	$ 5,833.65
1/1/17	Year 2	25.0% Parks/Rec/Cult	688	$ 22.15	$ 15,242.23											
5/1/17	Year 3	25.0% Storm Water	1,392	$ 22.92	$ 31,903.80											
			2,080	$ 1.30	$ 2,704.00											
					$ 49,850.03											
Comm Events & Parks C	9102	100.0% Parks/Rec/Cult								$ 45,544.93	$ 3,484.19	$ 3,415.87	$ 8,016.00	$ 529.20	$ 69.00	$ 2,902.45
1/1/17	Step 1		552	$21.29	$ 11,749.39											
4/6/17	Step 2		1,528	$22.12	$ 33,795.54											
Custodian	9102	100.0% Parks/Rec/Cult								$ 11,202.71	$ 857.01	$ 840.20	$ -	$ -	$ -	$ 713.92
1/1/17	Step 2		1,040	$10.77	$ 11,202.71											
TOTAL PUBLIC SERVICES DEPARTMENT										$ 531,041.83	$ 41,237.92	$ 39,828.14	$ 121,649.23	$ 12,915.00	$ 621.00	$ 37,423.62

Wage and Benefit Information

			By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Liquor Store																	
Manager		8017	100% Liquor								$ 71,348.81	$ 5,458.18	$ 5,351.16	$ 17,602.87	$ 1,608.39	$ 69.00	$ 3,784.51
	1/1/17	Step 7		2,080	$34.30	$ 71,348.81											
Clerk II		8017	100% Liquor								$ 27,952.33	$ 2,138.35	$ 2,096.42	$ 13,202.15	$ 1,608.39	$ 51.75	$ 1,482.66
	1/1/17	Step 7		1,560	$17.92	$ 27,952.33											
Clerk III		8017	100% Liquor								$ 15,140.51	$ 1,158.25	$ 1,135.54	$ -	$ -	$ -	$ 803.09
	1/1/17	Step 1		1,144	$13.23	$ 15,140.51											
Clerk III		8017	100% Liquor								$ 14,734.90	$ 1,127.22	$ 1,105.12	$ -	$ -	$ -	$ 781.57
	1/1/17	Step 1		546	$13.23	$ 7,226.15											
	7/1/17	Step 2		546	$13.75	$ 7,508.74											
		8017	100% Liquor								$ 47,229.42	$ 3,613.05	$ 3,542.21	$ -	$ -	$ -	$ 2,505.16
PT Clerk		Step 1		910	$10.78	$ 9,809.13											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
PT Clerk		Step 4		780	$12.04	$ 9,394.22											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
Total Part Time Clerks						$ 47,229.42											
TOTAL LIQUOR STORE											$ 176,405.97	$ 13,495.06	$ 13,230.45	$ 30,805.03	$ 3,216.78	$ 120.75	$ 9,357.00

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CITY OF ISANTI
GENERAL FUND (101/114)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

ACCT NO.		2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ACTUAL	2016 ORIGINAL BUDGET	2016 RE-EST.	2017
31xxx	Property taxes	1,339,945	1,449,760	1,425,810	1,298,306	1,357,265	1,934,000	1,934,000	2,009,086
32xxx	Licenses & permits	96,873	92,707	215,543	102,500	191,117	100,500	100,500	133,000
33xxx	Intergovernmental	507,940	478,107	725,790	151,219	712,119	156,916	738,015	718,523
34xxx	Charges for services	75,457	86,830	80,207	142,244	159,199	16,500	16,500	189,850
35xxx	Fines	33,107	27,616	33,645	35,000	36,819	30,000	30,000	32,300
	Miscellaneous	31,546	27,493	30,474	30,000	31,292	166,173	166,173	26,000
36210	Investment earnings	24,728	(13,766)	38,430	17,942	16,769	25,000	25,000	25,000
	Total revenues	2,109,597	2,148,746	2,549,899	1,777,211	2,504,578	2,429,089	3,010,188	3,133,759
	Expenditures:								
41110	Council	22,281	29,304	25,533	40,501	39,314	42,672	42,672	42,553
41200	Elections	4,472	1,128	4,172	4,750	1,078	16,709	16,709	7,350
41500	Financial Administration	356,613	381,531	361,628	404,384	364,956	412,386	423,710	444,551
41910	Planning & Zoning	82,255	89,975	72,202	88,108	84,495	96,369	100,467	111,557
41941	Municipal Building	19,778	23,159	31,127	42,415	52,354	31,841	31,841	34,927
42110	Police Administration	930,661	969,531	1,036,830	1,176,943	1,128,273	1,282,933	1,288,476	1,300,339
42280	Fire Protection	142,376	151,688	187,697	180,000	180,256	196,479	196,479	233,593
42401	Building Inspection Admin	129,052	122,344	123,354	163,210	151,435	159,735	160,660	162,392
42402	Code Enforcement	19,004	18,903	26,138	33,267	28,634	45,681	46,193	37,962
42500	Civil Defense	1,386	1,386	1,386	2,000	2,140	2,500	2,500	2,500
42700	Animal Control	5,069	4,007	4,665	5,867	4,903	5,896	5,896	5,721
43010	General City Maintenance	42,456	45,943	230,060	79,356	129,553	51,973	52,172	54,912
43100	Hwys, Streets & Roads	320,010	293,871	373,452	312,636	300,022	349,428	350,457	365,983
43160	Street Lighting	59,738	59,873	58,818	91,250	86,329	77,662	77,662	83,125
43210	Sanitation Administration	6,288	6,468	6,714	6,932	6,426	43,578	43,626	21,157
45186	Community Center	17,903	24,493	-	-	-	-	-	-
45200	Parks	168,771	152,402	-	-	611	-	-	-
45300	Parks, Rec, Culture	-	9	311,818	317,065	259,257	291,450	292,664	394,419
47000	Debt Service	-	-	20,959	-	-	-	-	-
49110	Miscellaneous Funds	17,819	13,993	12,071	11,776	12,904	10,399	10,399	9,920
	Total expenditures	2,345,934	2,390,009	2,888,624	2,960,460	2,832,940	3,117,691	3,142,583	3,312,961

Excess (deficit) of revenue over expenditures	(236,337)	(241,263)	(338,724)	(1,183,249)	(328,361)	(688,602)	(132,395)	(179,202)
Other financing sources (uses):								
Sale of property	-	-	-	-	47,156	-	-	-
Transfers in (out)								
City Hall Fund (506)	(49,255)	(49,255)	(49,255)	(49,254)	(49,252)	-	-	-
RR Avenue & Walk Improvements (434)	-	-	-	-	(29,626)	-	-	-
Capital Replacement Fund (920)	-	-	-	-	(157,500)	-	-	-
2015 City Parking Improvements (438)	-	-	-	-	(70,672)	-	-	-
Economic Development Authority (108)	(85,479)	(107,775)	(98,140)	(92,767)	(92,767)	(121,095)	(141,095)	(144,405)
Economic Development Authority (108)	-	-	16,150	16,150	16,150	16,150	16,150	19,150
Park Fund (214)	130,111	-	-	-	-	-	-	-
Liquor Store (609)	150,000	150,000	200,000	300,000	300,000	300,000	324,892	350,000
Net increase (decrease) in fund balance	(90,960.01)	(248,293.13)	(269,969)	(1,009,120)	(364,873)	(493,547)	67,552	45,543
Fund balance - January 1	2,260,221.46	2,169,261	1,920,968	1,692,235	1,692,235	1,327,362	1,327,362	1,394,914
Prior period adjustment	-	-	41,236	-	-	-	-	-
Fund balance - December 31	2,169,261.45	1,920,968.32	1,692,235.21	683,115	1,327,362.19	833,815	1,394,914	1,440,457
Fund Balance % of Exp & Transfers Out	87.4%	75.4%	55.7%	22.0%	41.1%	25.7%	42.5%	41.7%

Council-41110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 24,927	$ 25,177	$ 24,427	$ 23,027	$ 15,277	$ 15,277	$ 15,159	$ 15,277
	Mayor	5,225								
	City Council Members	16,552								
	Other Commissions, Boards & Advisory Comm	3,150								
120	**Employer Contrib Ret General**		1,907	1,926	1,869	1,761	1,169	1,169	1,160	1,169
	FICA/Medicare - 7.65%									
200	**Office Supplies (GENERAL)**		150	150	150	124	96	136	45	61
	Water/Name Plates									
208	**Training and Instruction**		4,750	4,750	3,500	2,294	610	1,163	1,113	1,016
	5 Members @ $750 Each	3,750								
	Goal Setting/Strategic Planning	1,000								
303	**Engineering Fees**		150	150	150	-	-	-	90	-
305	**Technology**		1,535	1,535	1,708	481	1,080	1,460		
	Council Chambers Equip Maint & Support	1,500								
	Switch Sound Convertor Software	35								
351	**Legal Notices Publishing**		3,000	3,000	3,000	2,370	1,991	4,468	2,934	1,874
361	**General Liability Insurance**		139	176	138	170	126	112	139	87
	Property/Liability/Volunteer Insurance	136								
433	**Dues and Subscriptions**		5,994	5,808	5,559	9,088	5,185	5,519	1,630	4,969
	League of MN Cities	5,714								
	T.H. 65 Corridor Coalition	250								
	MN Mayors Association	30								
437	**Other Miscellaneous**		-	-	-	-	-	-	13	-
439	**Election Expenses**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 42,553**	**$ 42,672**	**$ 40,501**	**$ 39,314**	**$ 25,533**	**$ 29,304**	**$ 22,281**	**$ 24,453**

Elections-41200

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ -	$ 5,400	$ 2,500	$ -	$ 2,690	$ -	$ 2,214	$ 1,064
200	**Office Supplies (GENERAL)**		100	200	100	-	72	-	-	7
208	**Training and Instruction**		-	1,270	400	-	601	-	1,094	75
	Election Judge Training	-								
	Mileage	-								
303	**Engineering Fees**		-			94				
351	**Legal Notices Publishing**		250	250	250	-	164	-	425	142
361	**General Liability Insurance**		-	200	-	13	2	23	5	-
	Property/Liability/Volunteer Insurance	-								
439	**Election Expenses**		7,000	9,389	1,500	971	643	1,105	735	2,536
	Election Prep	-								
	Primary/General Meals	-								
	Misc Tabulator Costs	-								
	1 Automark machine (50% - split w/county)	1,000								
	2 DS200 voting machines (50% - split w/Cty)	6,000								
	Ballot Cost	-								
	Voting Stands	-								
	Voting Signs	-								
TOTAL BUDGET/EXPENDITURES			**$ 7,350**	**$ 16,709**	**$ 4,750**	**$ 1,078**	**$ 4,172**	**$ 1,128**	**$ 4,472**	**$ 3,823**

AdminFin-41500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 261,615	$ 255,541	$ 231,909	$ 220,807	$ 212,634	$ 206,347	$ 189,741	$ 200,607
	City Administrator	79,054								
	Finance Director/Asst City Administrator	61,483								
	HR/City Clerk	48,082								
	Administrative Data Clerk	16,189								
	Accounting Clerk	41,124								
	Receptionist/Data Entry/Utility Clerk	10,883								
	Finance Committee	2,400								
	Personnel Committee	2,400								
102	**FT Employees OT**					333	889			
103	**Health Stipend (HRA)**		-	-	-	-	686	55	-	2,983
112	**Contracted Services**		12,420	12,420	11,920	10,988	13,263	10,284	10,415	8,415
	Codification Maintenance Fee	1,000								
	Isantian Newsletter	7,420								
	Code Update	4,000								
120	**Employer Contrib Ret General**		39,467	38,354	34,196	31,970	31,188	29,718	27,221	28,956
	PERA 7.5%									
	FICA/Medicare - 7.65%	2,513								
130	**Employer Paid Ins General**		41,517	26,459	36,591	25,053	39,544	34,603	31,234	46,172
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		2,095	2,087	1,919	2,650	1,554	1,693	1,874	(196)
200	**Office Supplies (GENERAL)**		3,250	3,250	2,500	3,736	2,992	2,174	1,761	2,168
	Misc (Envelopes, Letterhead, Toner, Supplies, Etc)	6,500								
	12.5% to EDA, PRC, P/Z, Bldg Insp	(3,250)								
202	**Duplicating and Copying Supply**		2,240	2,240	2,000	2,176	1,960	1,988	1,874	2,010
	Paper & Supplies	2,000								
	Copy Machine Annual Lease Agreement	3,600								
	15% to EDA, PRC, P/Z, Bldg Insp	(3,360)								
207	**Computer Supplies**		-	1,200	-	-	-	-	-	(624)
	Scanner	-								
208	**Training and Instruction**		8,870	8,035	9,105	10,002	6,767	5,517	3,971	3,106
	MCFOA Conference - C Clerk	575								
	Clerk's Orientation - C Clerk	245								

AdminFin-41500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	MN Municipal Clerk Institute	430								
	PHR Study Tool/Exam	895								
	HR Law	200								
	ICMA Conference - C Mgr	2,000								
	MCMA Conference - C Mgr	800								
	League Conference - C Mgr	800								
	MNGFOA Conference - Fin Dir	700								
	OSA Training - Fin Dir	125								
	GFOA training	1,000								
	CPE for CPA (40 Hrs) - Fin Dir	1,100								
220	**General Supplies**					958				
300	**Professional Srvs (GENERAL)**		38,398	28,652	26,457	22,597	24,433	61,297	51,169	49,826
	36 Meetings @ $208 + 2% Increase	7,638								
	165 Hrs @ $124 + 2% Increase	20,869								
	12.5% to Bldg Insp	(2,609)								
	Mediation/arbitration	10,000								
	Private Attorney	2,500								
301	**Auditing and Acctg Services**		16,150	15,445	15,445	16,395	10,415	14,677	23,784	19,740
	AEM Annual Audit	28,000								
	Interim Services/AUP Engagements	4,300								
	10% to Liquor, Water, Sewer, Storm Water, Bldg Insp	(16,150)								
303	**Engineering Fees**		900	900	900	-	54	429	-	834
	General Consulting Services	1,000								
	10% to Bldg Insp	(100)								
305	**Technology**		3,292	2,220	2,215	3,105	1,577	1,808		
	Linden Web Design	400								
	Norton Anti-Virus	250								
	US Internet Anti-Spam Software	245								
	TR Computer Support (Help Desk & Consult)	1,000								
	Civic System support (25%)	1,398								
322	**Postage**		5,605	5,697	5,105	4,724	4,956	3,258	3,612	4,449
	Bulk Mailing - Isantian	2,000								
	PO Box Fee	120								

AdminFin-41500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Bulk Permit Fee	220								
	Postage (6,000*$.49)	2,940								
	Certified Letters	325								
335	**Auto Expense**		2,953	2,973	2,953	2,847	2,916	2,983	2,956	2,955
	Mileage Allowance - $350/mth - Lorsung %	2,898								
	City Car (Fuel, Oil, Etc)	550								
	10% to P/Z	(55)								
	20% to Water, Sewer, Liquor, Bldg Insp	(440)								
351	**Legal Notices Publishing**		200	100	100	582	57	106	50	86
361	**General Liability Insurance**		2,609	3,868	3,420	3,726	3,526	3,359	4,100	3,199
	Property/Liability/Volunteer Insurance	2,545								
366	**Bonds/Life Insurance**		-	-	-	-	-	-	-	2,059
404	**Repairs/Maint Machinery/Equip**		-	-	-	-	-	-	-	-
433	**Dues and Subscriptions**		2,969	2,944	2,649	2,137	2,213	2,339	1,601	-
	MN City/Cty Management Assoc	130								
	MN Clerks & Finance Officers Assoc	35								
	SHRM Membership	185								
	ICMA	800								
	MN GFOA	60								
	Int'l Institute of Muncipal Clerks	255								
	American Planning Association	360								
	IPMA HR	149								
	MPERLA	200								
	MN Society of CPAs	260								
	AICPA	215								
	MN Board of Accountancy	150								
	National GFOA	170								
437	**Other Miscellaneous**		-	-	-	19	4	148	-	-
500	**Capital Outlay (GENERAL)**		-	-	15,000	150	-	-	-	-
511	**Land Acquisition**		-	-	-	-	-	(1,250)	1,250	-
TOTAL BUDGET/EXPENDITURES			**$ 444,551**	**$ 412,386**	**$ 404,384**	**$ 364,956**	**$ 361,628**	**$ 381,531**	**$ 356,613**	**$ 376,744**

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Muni Bldg-41941

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 200	$ 200	$ 200	$ -	$ -	$ -	$ -	$ -
	Bldg & Grounds Committee (50%)	200								
112	**Contracted Services**		1,161	1,134	734	1,035	711	547	486	1,155
	Alarm Monitoring (Simplex Grinnell)	530								
	Shred N Go	760								
	10% to Bldg Insp	(129)								
120	**Employer Contrib Ret General**		15	15	15	-	-	-	-	-
	FICA/Medicare - 7.65%									
210	**Operating Supplies (GENERAL)**		1,575	1,575	1,440	2,295	979	1,214	404	1,142
	Supplies	700								
	Flags	350								
	Furnace Filters	250								
	Ice Melt	200								
	Flourescent Bulb Replacement	250								
	10% to Bldg Insp	(175)								
300	**Professional Srvs (GENERAL)**					-	98			
303	**Engineering Fees**					(231)	4,402			
305	**Technology**		5,237	5,227	1,689	6,351	3,205	537		
	Panic Button Monitoring	250								
	Firewall Annual Renewal	340								
	Server Backup DaltoAlto	1,800								
	Server Recovery System Annual Renewal	169								
	TR Computer Support (Help Desk & Consult)	2,500								
	Host Gator - Website & Email Server	178								
320	**Communications (GENERAL)**		3,720	3,720	3,552	3,511	3,836	3,329	3,403	3,231
	Long Distance ($20 per mth)	240								
	Monthly Billing ($275 per mth)	3,300								
	Maintenance Agreement (Marco)	2,500								
	10% to EDA, PRC, P/Z, Bldg Insp	(2,320)								
361	**General Liability Insurance**		2,009	2,460	2,383	2,367	2,175	1,514	1,674	1,501
	Property/Liability/Volunteer Insurance	1,960								
380	**Utilities**		9,018	9,018	8,910	8,019	8,963	8,397	6,891	7,014
	Connexus	7,200								

Muni Bldg-41941

	Centerpoint	2,280								
	City of Isanti - Storm Water Utility	540								
	10% to Bldg Insp	(1,002)								
401	**Maint & Repairs - Bldgs**		8,492	8,492	8,492	16,639	6,758	7,620	6,871	12,162
	Disposal Service $9/Mth	108								
	Equipment Service	1,250								
	Janitorial Service $290/Mth	3,480								
	Window Washing - 7 mths	530								
	Annual Sprinkler Inspection	465								
	Rug Service	1,152								
	Annual Carpet Cleaning	450								
	Audio, Video, Wiring - Maint & Repair Est	2,000								
	10% to Bldg Insp	(944)								
410	**Rentals**		-	-	-	-	-	-	50	-
500	**Capital Outlay (GENERAL)**		3,500	-	15,000	12,367	-	-	-	-
	Landscaping	3,500								
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 34,927**	**$ 31,841**	**$ 42,415**	**$ 52,354**	**$ 31,127**	**$ 23,159**	**$ 19,778**	**$ 26,205**

Animal Ctrl-42700

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
112	**Contracted Services**		$ 5,200	$ 5,200	$ 5,200	$ 4,631	$ 4,384	$ 3,635	$ 4,920	$ 4,800
	Animal Control/Kennel Services	5,200								
210	**Operating Supplies (GENERAL)**		200	150	120	247	182	183	68	130
	Misc Supplies	200								
219	**Disposal-Animal**		300	300	300	-	-	163	-	30
	10@$30	300								
300	**Professional Srvs (GENERAL)**		-	-	-	-	-	-	49	-
322	**Postage**		-	220	220	-	-	-	-	-
	Misc Mailings	0								
361	**General Liability Insurance**		21	26	27	25	25	26	33	20
	Property/Liability/Volunteer Insurance	20								
417	**Uniform Rentals**					-	75			
TOTAL BUDGET/EXPENDITURES			**$ 5,721**	**$ 5,896**	**$ 5,867**	**$ 4,903**	**$ 4,665**	**$ 4,007**	**$ 5,069**	**$ 4,981**

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PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 120,396	$ 88,760	$ 118,298	$ 96,885	$ 98,976	$ 59,757	$ 54,352	$ 50,507
	Community Events & Parks Coord	45,545								
	Receptionist/Data Entry/Utility Clerk (3.5%)	1,524								
	PS Director & 5 Main Tech's	58,965								
	PW Maint Tech	12,463								
	Parks Rec & Culture Board (100%)	1,800								
	Bldg & Grounds Committee	100								
101	**PT Salaries & Wages**		11,203	10,983	8,310	2,439	6,346	4,612	-	-
	PT Custodian	11,203								
102	**FT Employees OT**		-	-	-	3,541	2,897	96	1	83
103	**Health Stipend (HRA)**		-	-	-	-	5	2	-	1,021
112	**Contracted Services**		7,305	6,605	6,800	5,320	5,862	12,214	14,614	14,003
	Portable Restrooms	6,005								
	Quarterly Carpet Cleaning/Floor Waxing/Windows	1,300								
120	**Employer Contrib Ret General**		19,901	14,968	19,039	15,145	15,271	8,966	7,807	7,464
	PERA 7.5%									
	FICA/Medicare - 7.65%	1,388								
130	**Employer Paid Ins General**		26,315	16,357	30,291	31,381	29,256	10,394	16,090	14,552
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	720
151	**Worker's Comp Benefit**		6,000	2,644	3,794	3,878	3,322	2,572	1,854	1,456
200	**Office Supplies (GENERAL)**		1,113	1,063	625	1,039	2,023	1,629	435	998
	12.5% from Financial Administration	813								
	Misc Office Supplies	300								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
208	**Training and Instruction**		1,350	1,210	1,000	2,388	1,973	523	24	133
	PW Technician Licensing	100								
	Community Events & Parks Coord - MFMA Conf	100								
	Public Services Director Misc Training	800								
	MRPA conference	350								
	Illustrator Software Training	0								
210	**Operating Supplies (GENERAL)**		5,200	4,600	1,400	2,133	1,428	1,258	-	16
	Misc Operating Supplies - IIA	2,400								
	Misc Operating Supplies - ICC	1,200								

PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Misc Operating Supplies - Garden	600								
	Park Flags	500								
	Misc Operating Supplies - PRC	500								
212	**Motor Fuels**		2,500	2,500	2,250	1,188	2,658	2,458	2,102	2,365
220	**General Supplies**		3,900	2,500	2,500	2,636	1,584	885	3,049	893
	ICC Blinds	1,400								
226	**Signs**		2,000	2,000		874				
240	**Small Tools and Minor Equip**		1,000	1,000	1,000	1,132	5,302	19	-	295
300	**Professional Srvs (GENERAL)**		1,493	1,493	1,236	1,980	1,231	1,692	1,357	812
	Safety Training	743								
	Attorney Fees	750								
303	**Engineering Fees**		1,500	1,500	1,500	1,987	9,304	332	315	2,511
305	**Technology**		1,000	1,240	1,000	740	705	1,212	-	-
	TR Computer Support (Help Desk & Consult)	1,000								
	Illustrator Software	-								
320	**Communications (GENERAL)**		2,860	2,860	2,872	2,515	3,017	1,824	1,067	1,072
	Monthly Billing	2,280								
	10% from Municipal Building	580								
322	**Postage**		50	50	50	-	21			
335	**Auto Expense**		-	-	-	-	-	-	-	-
340	**Advertising**		2,483	2,483	2,483	1,553	435			
	Park Brochure & Advertisng - ECM Publishers	1,983								
	Misc	500								
351	**Legal Notices Publishing**		200	200	200	211	169	227	107	400
361	**General Liability Insurance**		19,900	23,343	19,872	14,837	16,318	18,319	19,291	16,599
	Property/Liability/Volunteer Insurance	19,415								
	IIA	-								
380	**Street Lighting**		17,974	17,974	15,512	18,945	12,769	11,445	12,207	11,637
	Centerpoint	3,600								
	Connexus Energy	9,180								
	City of Isanti - Storm Water Utility	2,835								
	City of Isanti - IIA	2,359								
400	**Ground Maintenance**		21,000	21,000	35,250	6,336	20,910	18,805	35,021	30,393
	Special Assessments	-								

PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Fertilizer, Grass Seed, Mulch, Weed Killer, LimeAgg, Etc.	20,667								
	Snow Removal ICC/IIA Retainer	333								
401	**Maint & Repairs - Bldgs**		5,560	12,100	5,300	5,695	5,728	2,888	2,476	4,953
	Disposal Service $120/Mth	1,440								
	Rug Service $30/Mth	360								
	Annual Sprinkler Inspection/Alarm Notification	760								
	Ansol Fire Suppression Semi-Annual Service	400								
	Misc Maint & Repairs	2,000								
	Mop sink for ICC	600								
	Auto Doors @ IIA	-								
404	**Repairs/Maint Machinery/Equip**		19,200	11,000	9,000	8,790	9,627	7,696	11,478	7,247
	Repairs/Maint Park Maint Equipment	4,500								
	Skate park panels	4,200								
	Tot lot & Mattson replace sand with wood fiber	4,000								
	Repairs/Replacement Park Structures/Equip	6,500								
410	**Rentals**		450	450	450	288	83	481	470	307
417	**Uniform Rentals**		739	739	679	717	671	516	553	515
	Cleaning $40 per month	480								
	Allowance	259								
433	**Dues and Subscriptions**		1,364	635	150	75	150	75	75	75
	TCALMC (25%)	75								
	MFMA	70								
	MRPA	280								
	NRPA	165								
	Graphic stock membership	99								
	Adobe suite annual dues (InDesign, Illust, etc.)	600								
	APWA (25%)	75								
437	**Other Miscellaneous**		4,500	4,500	4,500	3,890	3,340	3,340	-	-
	C-I Bike/Walk Trail Agreement	4,500								
491	**Recreation Program**		4,983	4,804	4,804	5,030	4,461	1,433	1,215	1,180
	Summer Youth Program (Comm Ed)	1,433								
	City Rec programs	1,050								
	Movies at ICC	1,500								
	Misc Program Supplies	1,000								

PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
494	**Property Management**					-	596			
498	**Farmers Market**		3,000	3,000	3,000	1,960	2,504	-	-	-
499	**Street Dance**		16,150	13,150	13,150	13,060	12,023	-	-	-
500	**Capital Outlay (GENERAL)**		60,990	12,900	-	574	30,203	490	-	-
	IIA Humidity testing (Braun)	3,300								
	IIA Auto controls	8,500								
	Light timer for Unity ballfield & BB Park	800								
	Storage retaining block	2,000								
	Bench & tables for Mattson Park & totlot	5,000								
	River Bluff community garden	10,090								
	Roto tiller	4,800								
	Off road UTV (ranger)	18,000								
	Rec desk software (scheduling)	3,500								
	Park signs	5,000								
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
	TOTAL BUDGET/EXPENDITURES		**$ 394,419**	**$ 291,450**	**$ 317,064**	**$ 259,868**	**$ 311,818**	**$ 176,905**	**$ 186,674**	**$ 172,960**

P&Z-41910

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 69,894	$ 61,868	$ 58,324	$ 57,380	$ 46,159	$ 56,034	$ 52,118	$ 47,872
	Community Development Director	64,470								
	Receptionist/Data Entry/Utility Clerk	1,524								
	Planning Commission	2,700								
	Development & Operations Advisory Committee	1,200								
103	**Health Stipend (HRA)**		-	-	-	-	2	2	-	835
112	**Contracted Services**		-	-	-	-	-	-	-	138
120	**Employer Contrib Ret General**		10,296	9,081	8,544	8,425	6,456	7,898	7,426	6,995
	PERA 7.5%									
	FICA/Medicare - 7.65%									
130	**Employer Paid Ins General**		7,566	7,750	7,051	7,019	6,256	11,258	12,084	9,367
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		440	582	605	552	744	671	340	533
200	**Office Supplies (GENERAL)**		1,288	1,288	1,100	973	770	765	908	750
	12.5% from Financial Administration	813								
	Misc Office Supplies	475								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
208	**Training and Instruction**		2,050	2,000	1,950	1,167	3,103	1,565	1,178	1,110
	APA Membership & JAPA Subscription	430								
	MN APA Conference	700								
	Continuing Ed for CDD	920								
300	**Professional Srvs (GENERAL)**		4,000	4,000	4,000	3,659	3,355	3,264	2,721	2,079
	Attorney Fees	4,000								
303	**Engineering Fees**		4,000	3,000	3,000	3,240	1,803	5,495	2,450	540
	Zoning/Address Maps	1,500								
	Engineering Fees	2,500								
305	**Technology**		1,250	350	350	-	741	310		
	TR Computer Support (Help Desk & Consult)	350								
	Civic System support permits (1/3)	900								
310	**Annexation Payments**		-	-	-	-	-	-	(16)	294
	Annexation Payments to Township	-								
320	**Communications (GENERAL)**		830	830	842	599	551	528	823	757

	10% from Municipal Bldg	580								
	Other Misc. Communications	250								
322	**Postage**		-	-	-	-	-	10	-	-
335	**Auto Expense**		55	75	100	68	152	85	58	57
	10% from Financial Administration	55								
351	**Legal Notices Publishing**		400	400	400	148	207	374	226	-
	Newpaper Publications	400								
361	**General Liability Insurance**		316	386	342	371	310	346	414	227
	Property/Liability/Volunteer Insurance	308								
437	**Other Miscellaneous**		920	920	750	187	942	625	812	-
	Isanti County Recorder	920								
500	**Capital Outlay (GENERAL)**		7,412	3,000						
	New GIS (25% P/Z, 25% Storm, 25% Water, 25% Sewer)	7,412								
TOTAL BUDGET/EXPENDITURES			**$ 111,557**	**$ 96,369**	**$ 88,108**	**$ 84,495**	**$ 72,202**	**$ 89,975**	**$ 82,255**	**$ 72,306**

Bldg Inspec-42401

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 77,245	$ 72,649	$ 106,486	$ 97,272	$ 81,372	$ 76,664	$ 82,086	$ 81,886
	Building Official (100%)	53,632								
	Community Development Director (10%)	8,059								
	Receptionist/Data Entry/Utility Clerk (10%)	4,353								
	City Administrator (5.2%)	5,958								
	Accounting Clerk (5.2%)	3,099								
	Finance Director/Asst City Administrator (2.5%)	2,144								
	HR/Deputy City Clerk (0%)	-								
102	**FT Employees OT**		-			$ 25	$ 67			
103	**Health Stipend (HRA)**		-	-	-	-	109	7	-	1,406
105	**Labor Credit - Work for Others**		-	-	-	-	-	-	(268)	-
112	**Contracted Services**		9,729	15,726	6,426	8,842	25	57	92	337
	Electrical Inspector (80% of Revenues-32219)	9,600								
	Building Official Transition	-								
	10% from Municipal Building	129								
120	**Employer Contrib Ret General**		11,717	11,006	16,133	14,406	11,963	11,334	11,983	12,129
	PERA 7.5%									
	FICA/Medicare - 7.65%	189								
130	**Employer Paid Ins General**		23,312	23,463	11,998	11,480	13,059	18,016	17,363	17,202
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		541	1,120	1,018	1,123	1,134	932	654	357
200	**Office Supplies (GENERAL)**		1,013	1,013	825	1,857	696	625	701	545
	12.5% from Financial Administration	813								
	Misc Office Supplies	200								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
207	**Computer Supplies**		300	-	-	-	-	-	-	(156)
208	**Training and Instruction**		1,900	1,100	1,100	779	585	569	608	225
	Building Official Certification Class	400								
	Univ of MN Conference	500								
	Building Code Books	500								
	Misc Training & Cont Ed	500								
210	**Operating Supplies (GENERAL)**		175	175	160	321	137	76	55	46

Bldg Inspec-42401

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	10% from Municipal Building	175								
300	**Professional Srvs (GENERAL)**		3,559	3,377	3,309	4,155	4,280	4,103	5,487	6,262
	City Attorney - 12.5% from Fin Admin	2,609								
	Aware Safety Program	950								
301	**Auditing and Acctg Services**		3,230	3,089	3,089	3,279	2,083	2,446	3,180	3,290
	10% from Financial Administration	3,230								
303	**Engineering Fees**		100	100	100	-	-	40	-	175
	10% from Financial Administration	100								
305	**Technology**		1,539	618	468	1,608	1,198	1,399		
	Civic Systems Cash Receipting Support (20%)	151								
	TR Computer Support (Help Desk & Consult)	350								
	PSN Annual Sec Compliance & Monthly eBill (20%)	138								
	Civic Sytems Bldg Permit Support (1/3)	900								
320	**Communications (GENERAL)**		1,655	820	832	872	740	730	737	724
	10% from Municipal Building	580								
	Cell Phone	650								
	WiFi service	425								
335	**Auto Expense**		2,810	2,700	2,700	2,035	2,423	1,963	2,048	1,718
	Mileage Allowance - $350/mth - Lorsung %	218								
	20% from Financial Administration	110								
	Fuel	1,900								
	General Maintenance	582								
351	**Legal Notices Publishing**		-	-	-	9	168	-	-	6
361	**General Liability Insurance**		647	867	817	835	743	687	1,125	876
	Property/Liability/Volunteer Insurance	631								
380	**Street Lighting**		1,002	1,002	930	831	936	933	766	779
	10% from Municipal Building	1,002								
401	**Maint & Repairs - Bldgs**		944	944	944	792	751	893	1,599	3,040
	10% from Municipal Building	944								
433	**Dues and Subscriptions**		135	125	125	135	235	125	125	150
	ICC Building Code Membership	135								
	BO Certification, Every 3 Years, Next due 2018	-								
437	**Other Miscellaneous**					14				

Bldg Inspec-42401

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
500	**Capital Outlay (GENERAL)**		20,000	19,000	5,000	60	-	-	-	-
	2016 Chevy Colorado minus trade in	18,000								
	Misc truck equip (logo, light, registration, etc)	2,000								
	Tablet for Bldg Dept	-								
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			$ 162,392	$ 159,735	$ 163,210	$ 151,435	$ 123,354	$ 122,344	$ 129,052	$ 131,752

EDA-108-46500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 88,469	$ 80,610	$ 71,162	$ 70,310	$ 67,325	$ 65,271	$ 64,097	$ 61,535
	Economic Dev Director (100%)	82,363								
	Receptionist/Data Entry/Utility Clerk (3%)	1,306								
	EDA Board	3,600								
	Development & Operations Advisory Committee (50%)	1,200								
101	**PT Wages & Salaries**		4,000	-	-	$ -	$ 2,741	$ 3,331		
	Economic Dev/Marketing Intern (100%)	4,000								
103	**Health Stipend (HRA)**		-	-	-	-	650	2	-	930
112	**Contracted Services**		-	-	-	-	-	-	-	290
120	**Employer Contrib Ret General**		13,349	11,852	10,421	9,955	9,766	9,597	9,181	9,049
	PERA 7.5%									
	FICA/Medicare - 7.65%									
130	**Employer Paid Ins General**		19,859	20,127	16,570	16,741	16,982	16,727	18,941	17,212
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		734	610	612	793	496	527	614	859
200	**Office Supplies (GENERAL)**		813	813	625	915	705	579	616	906
	12.5% from Financial Administration	813								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
208	**Training and Instruction**		1,450	850	650	1,982	937	641	606	1,351
	EDAM Conference	800								
	Professional Development	600								
	Miscellaneous Luncheons	50								
300	**Professional Srvs (GENERAL)**		3,000	3,000	1,950	3,128	4,992	2,375	1,415	198
	Attorney	2,000								
	TIF/Tax Abatement Consultant	1,000								
303	**Engineering Fees**		1,000	-	-	873	206	1,213	-	1,324
305	**Technology**		300	300	200	450	1,679	734		
	TR Computer Support (Help Desk & Consult)	300								
320	**Communications (GENERAL)**		1,840	1,840	1,672	1,513	1,657	1,286	1,249	1,252
	10% from Municipal Building	580								
	Cell Phone	1,260								
335	**Auto Expense**		-	-	-	-	-	-	-	-
351	**Legal Notices Publishing**		100	-	-	184	66	282	33	28
361	**General Liability Insurance**		396	413	455	397	414	361	417	265
	Property/Liability/Volunteer Insurance	386								

EDA-108-46500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
380	**Utilities**		1,079	1,079	1,079	1,083	1,079			
	City of Isanti - Storm Water Utility	1,079								
433	**Dues and Subscriptions**		1,000	1,100	250	-	650	500	260	225
	EDAM Membership	250								
	GPS 45:93	750								
	ICSC	-								
437	**Other Miscellaneous**		-	-	-	15	-	-	-	-
494	**Property Management**		-	-	-	-	1	1,672	-	-
495	**Marketing**		11,625	14,430	4,920	15,697	10,832	7,117	5,985	15,151
	Initiative Foundation	800								
	Direct Mail to Manufacturers	250								
	Mayor's Employer Luncheon	1,000								
	Chamber Meetings	50								
	Misc Signs & Sponsorships	300								
	MN Economic Development Magazine	-								
	Fam Tour	500								
	Real Estate Journal Flyer/Conference(s)	2,500								
	ICSC Conference Site Selector Event (Las Vegas)	-								
	NEW Print/Marketing Materials and or updates	2,000								
	DEED Opportunities (CORE NET, Trade Shows, Industrial)	500								
	Loopnet/MNCar Listings/Membership	-								
	Networking Events (ARCC, Chambers, MNCAR, DEED, EDAM)	1,000								
	C-I Joint event	2,725								
498	**Farmers Market**		-	-	-	-	-	1,647		
499	**Street Dance**		-	-	-	-	-	12,929		
511	**Land Acquisition**		-	-	-	-	14,000			
531	**Improvement-Land**		-	-	-	-	-	-	-	-
602	**Loan Payment**		-	-	-	-	-	-	-	-
700	**Transfers (GENERAL)**		19,150	16,150	16,150	16,150	16,150	-	-	-
	Contribution to Parks, Rec & Culture	19,150								
	TOTAL BUDGET/EXPENDITURES		**$ 169,004**	**$ 154,014**	**$ 127,466**	**$ 140,891**	**$ 151,981**	**$ 127,536**	**$ 104,128**	**$ 111,327**

EDA-108-46500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	REVENUES									
33601	Regional Grants		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,950
33621	Cable Franchise Fee (60%)		18,000	18,000	15,600	18,229	16,009	16,235	13,690	14,111
34901	Assign & Assum Agreement		-	-	-	-	-	-	-	-
36200	Contribution from General Fund			-	-	-	-	-	-	-
36201	Refunds & Reimbursements		-	-	-	1,595	68	215	172	51
36210	Interest Earnings		600	600	1,400	438	1,226	310	1,252	1,828
36220	Farmer's Market Sponsorships/Vendor Fees		2,000	2,000	1,500	2,140	2,455	1,855	-	-
36225	Street Dance Sponsorships/Vendor Fees		4,000	3,000	3,000	4,150	3,635	1,085	-	-
36230	Contributions and Donations		-	-	-	-	411	11	75	550
39102	Sale of Property		-	-	-	-	-	-	-	-
39203	Transfer from Other Fund		144,405	121,095	92,767	92,767	98,140	117,775	85,479	85,755
	Carryover of Marketing Funds		-	9,319	13,199	-	-	-	-	-
	TOTAL REVENUES		**$ 169,005**	**$ 154,014**	**$ 127,466**	**$ 119,319**	**$ 121,944**	**$ 137,486**	**$ 100,668**	**$ 105,244**

Police-42110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 708,880	$ 701,183	$ 678,968	$ 639,208	$ 589,789	$ 582,557	$ 559,494	$ 532,882
	Wages & Salaries	708,380								
	Police Committee	400								
	Bldg & Grounds Committee (25%)	100								
101	**PT Officers Salaries & Wages**		32,109	31,109	25,147	28,257	40,432	34,592	36,524	31,166
102	**FT Employees OT**		31,000	25,000	20,000	34,088	19,807	26,890	17,845	20,557
102.1	**S&S Reimburseable OT**		(7,000)	(5,000)						
103	**Health Stipend (HRA)**		-	-	-	-	115	-	2,000	5,000
112	**Contracted Services**		-	-	-	-	1,995	-	-	-
113	**Uniform Pay**		11,780	11,856	11,587	12,201	11,373	11,536	8,764	9,122
	$1,020/Officer x 9 (gets COLA)	9,180								
	Firearm Maint Stipend	700								
	Misc/Repair/Replacement	1,900								
114	**Crime Prevention**		500	500	500	259	375	370	18	-
120	**Employer Contrib Ret General**		133,370	130,968	126,086	117,260	101,250	98,365	94,052	90,859
	PERA 16.2%									
	FICA/Medicare - 1.45%									
130	**Employer Paid Ins General**		140,871	139,578	117,713	110,674	92,192	89,085	117,948	100,583
151	**Worker's Comp Benefit**		38,485	38,910	34,778	41,078	37,955	26,892	21,944	19,658
200	**Office Supplies (GENERAL)**		4,000	4,000	4,000	4,811	3,930	6,620	2,467	2,697
207	**Computer Supplies**		250	250	250	-	-	757	214	100
	Misc Computer Supplies	250								
208	**Training and Instruction**		18,500	18,500	13,000	9,967	7,817	7,073	6,791	6,775
	Ammunition	4,000								
	MN Chiefs Annual Conference	700								
	Jubiliee Days Meeting	350								
	Misc Training/Courses	8,450								
	Tuition Reimbursement	5,000								
240	**Small Tools and Minor Equip**		4,000	5,500	2,500	1,571	4,520	2,212	2,101	2,317
	Copy Machine Lease	1,200								
	Misc Small Tools/Equipment	800								
	Misc Investigator Equipment	2,000								
300	**Professional Srvs (GENERAL)**		41,701	41,701	41,701	42,523	41,817	2,478	2,857	2,975

Police-42110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Prosecution ($3,234/month)	38,808								
	Safety Training	743								
	Admin Citation Payment	2,000								
	Random Testing ($30x5)	150								
305	**Technology**		8,300	8,300	8,500	15,451	7,913	4,171		
	LETG Software Maintenance and Support	8,000								
	Anti-Spam Software	300								
320	**Communications (GENERAL)**		5,496	5,496	3,480	5,804	3,414	3,455	4,613	5,148
	Radar Calibration	200								
	CenturyLink	1,620								
	5 Aircards	1,776								
	Verizon - Investigator Cell	900								
	Squad Cell Phone	100								
	BCA Connection	200								
	Dennison Tech Group	700								
321	**Cell Phone Reimbursement**		-	720	720	720	570	720	240	-
	Cell Phone x2 (Chief, Lt)	-								
335	**Auto Expense**		50,000	50,000	50,000	30,595	37,028	43,539	33,912	35,767
	Fuel/Washes	23,000								
	PW Labor	1,000								
	Repairs	26,000								
336	**PD Reserves**		2,420	2,000	1,500	756	1,396	1,307	1,467	802
	MN Police Reserve Membership	200								
	Uniforms	1,000								
	Fuel/Washes	300								
	Taser Refresher Annual Training	500								
	Jet Pack internet connections	420								
351	**Legal Notices Publishing**					219	8			
361	**General Liability Insurance**		20,312	21,982	21,773	21,923	20,847	15,716	7,095	5,069
	LMCIT Property/Liability/Volunteer Insurance	19,817								
	Isanti County Sherrif's Office - SRT Team Liab	-								
380	**Street Lighting**		6,780	7,247	7,247	6,350	6,724	6,345	5,659	6,207
	Connexus	4,200								

Police-42110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Centerpoint	2,000								
	City of Isanti - Storm Water Utility	580								
401	**Maint & Repairs - Bldgs**	-	4,000	3,692	4,378	3,304	4,823	4,026	3,911	4,271
	Disposal Service $9/Mth	110								
	Janitorial Service $150/Mth	1,800								
	Window Washing	350								
	Annual Sprinkler Inspection	150								
	Rug Service	390								
	Annual Carpet Cleaning	500								
	Misc Bldg Repairs/Maintenance	700								
	Special Assessment	-								
404	**Repairs/Maint equipment**		1,500							
410	**Rentals**		-	-	-	-	-	-	-	-
433	**Dues and Subscriptions**		1,085	1,440	1,115	1,255	740	500	730	370
	Post License $90 every 3 years ('14-1,'15-5,'16-3)	180								
	Tri County Law Enforcement	75								
	MN Chiefs of Police Assoc	230								
	Range Dues/Special Response Team	600								
440	**Prisoner Expense**		-	2,000	2,000	-	-	223	-	-
442	**Forfeitures**		-	-	-	-	-	103	15	-
500	**Capital Outlay (GENERAL)**		42,000	36,000	-	-	-	-	-	2,328
	Squad Car Replacement	42,000								
	Reserve Squad laptop	-								
	Reserve squad software	-								
721	**Contingency Fund**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 1,300,339**	**$ 1,282,933**	**$ 1,176,942**	**$ 1,128,273**	**$ 1,036,830**	**$ 969,531**	**$ 930,661**	**$ 884,652**

Code-42402

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 8,059	$ 7,066	$ 6,628	$ 6,605	$ 5,334	$ 7,978	$ 10,408	$ 7,994
	Community Development Director (10%)	8,059								
101	**PT Salaries & Wages**		$ 16,642	17,310	15,454	$ 14,342	$ 11,996	$ 3,526		
	Code Enforcement/Zoning Technician (100%)	16,642								
120	**Employer Contrib Ret General**		3,742	3,693	3,345	3,159	2,516	1,633	1,502	1,158
	PERA 7.5%									
	FICA/Medicare - 7.65%									
130	**Employer Paid Ins General**		861	883	805	803	806	-	-	-
151	**Worker's Comp Benefit**		163	237	340	223	380	225	112	124
200	**Office Supplies (GENERAL)**		300	300	300	7	60	336	269	977
	Toner, Etc.	300								
207	**Computer Supplies**		300	-	-	-	-	-	-	-
208	**Training and Instruction**		250	250	250	530	638	-	-	180
300	**Professional Srvs (GENERAL)**		4,000	4,000	4,000	1,428	1,283	2,720	5,256	1,589
	Attorney/Nuisance Abatement/Admin Hearings									
305	**Technology**		1,400	500	500	240	372	1,018		
	Civic System support permits (1/3)	900								
300	**Communications**		450	-	-	-	-	-	-	-
322	**Postage**		50	50	50	-	-	-	27	10
335	**Auto Expense**		800	800	700	466	1,768	757	607	-
	Fuel/Maintenance	800								
351	**Legal Notices Publishing**		270	270	270	120	12	245	526	31
361	**General Liability Insurance**		275	322	625	306	569	464	299	55
	Property/Liability/Volunteer Insurance	268								
494	**Property Management**		400			404	404			
500	**Capital Outlay (GENERAL)**		-	10,000						
	New Software (60% Bldg, 30% Code Enf, 10% P/Z)	-								
	Tablet for Code Enforcement	-								
TOTAL BUDGET/EXPENDITURES			**$ 37,962**	**$ 45,681**	**$ 33,268**	**$ 28,634**	**$ 26,138**	**$ 18,903**	**$ 19,004**	**$ 12,118**

Civil Def-42500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
112	**Contracted Services**		$ 2,500	$ 2,500	$ 2,000	$ 2,140	$ 1,386	$ 1,386	$ 1,386	$ -
	Siren Maintenance	2,140								
	Miscellaneous	360								
220	**General Supplies**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 2,500**	**$ 2,500**	**$ 2,000**	**$ 2,140**	**$ 1,386**	**$ 1,386**	**$ 1,386**	**$ -**

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Genl Maint-43010

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 17,199	$ 16,391	$ 16,242	$ 16,303	$ 15,680	$ 15,151	$ 14,519	$ 13,523
	PS Director (4.1%) & 5 Main Tech's (4.8%)	17,199								
102	**FT Employees OT**		500	500	5,500	85	282	929	0	75
103	**Health Stipend (HRA)**		-	-	-	-	-	-	-	288
120	**Employer Contrib Ret General**		2,695	2,559	3,294	2,382	2,316	2,303	2,111	2,037
	PERA 7.5%									
	FICA/Medicare - 7.65%	175								
130	**Employer Paid Ins General**		4,742	4,608	3,549	3,480	3,651	2,654	4,651	4,156
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	264
151	**Worker's Comp Benefit**		90	-	1,209	-	(1,141)	362	779	478
208	**Training & Instruction**		100			81	30			
220	**General Supplies**		450	450	450	809	199	911	326	136
	Misc General Supplies	450								
222	**Gen I Operating Expense**		7,500	7,500	12,500	5,207	2,348	4,323	5,880	5,278
	Torch Gases	225								
	Rugs/Towels Cleaning	600								
	Parts/Oil/Supplies/Hardware	6,000								
	Rentals	675								
	Mosquito Control Chemicals	-								
240	**Small Tools and Minor Equip**		900	900	900	996	(48)	538	730	926
300	**Professional Srvs (GENERAL)**		-	-	-	77	220	-	-	-
303	**Engineering Fees**		-	-	-	-	31,189	504	-	-
305	**Technology**		100	100	100	249	9	58	-	-
320	**Communications (GENERAL)**		24	24	24	13	22	21	21	18
	CenturyLink Long Distance	24								
351	**Legal Notices**					3				
361	**General Liability Insurance**		1,110	1,439	1,430	1,385	1,301	1,162	1,161	1,029
	Property/Liability/Volunteer Insurance	1,083								
380	**Utilities**		15,000	15,000	15,000	11,963	15,819	13,772	10,250	12,705
	Connexus	6,000								
	Centerpoint	9,000								

Genl Maint-43010

400	**Ground Maintenance**		2,000	-	7,000	-	-	-	-	-
	Brush Disposal	2,000								
401	**Maint & Repairs - Bldgs**		2,000	2,000	1,916	2,948	3,145	2,084	1,413	1,915
	Disposal Service $118/Month	1,416								
	Misc Maint & Repairs - Bldgs	584								
404	**Repairs/Maint Machinery/Equip**		250	250	-	1,555	751	953	193	193
	Annual Lift Inspection	250								
410	**Rentals**		-	-	-	184	-	-	-	-
417	**Uniform Rentals**		252	252	240	245	320	218	421	1,918
	Cleaning ($15 per mth)	180								
	Allowance	72								
500	**Capital Outlay (GENERAL)**		-	-	10,000	50,391	-	-	-	-
	Mosquito Control Equipment	-								
501	**Replacement Fund**		-	-	-	-	-	-	-	-
530	**ImprovsOtherThanBldgs**		-	-	-	31,195	153,968			
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
701	**Equipment/Bldg Payments**		-	-	-	-	-	-	-	-
720	**Operating Transfers**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 54,912**	**$ 51,973**	**$ 79,354**	**$ 129,553**	**$ 230,060**	**$ 45,943**	**$ 42,456**	**$ 44,939**

Streets-43100

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	Wages & Salaries		$ 113,332	$ 109,148	$ 106,075	$ 108,477	$ 93,786	$ 94,802	$ 89,499	$ 81,984
	PS Director (21.2%) & 5 Main Tech's (24.6%)	88,307								
	PW Main Tech (50.0%)	24,925								
	Public Works Committee (25%)	100								
101	PT Salaries & Wages		-	-	-	-	-	-	-	-
102	FT Employees OT		9,000	9,000	8,550	1,979	13,260	6,243	5,211	7,260
103	Health Stipend (HRA)		-	-	-	-	-	-	-	1,776
105	Labor Credit - Work for Others		(1,500)	-	-	(1,493)	(2,350)	(1,153)	(1,300)	-
112	Contracted Services		-	-	-	-	-	427	1,770	321
120	Employer Contrib Ret General		18,734	17,892	17,358	15,879	15,564	14,269	13,777	13,526
	PERA 7.5%									
	FICA/Medicare - 7.65%	2,717								
130	Employer Paid Ins General		27,182	24,450	18,952	18,563	19,250	16,350	28,681	25,627
142	Unemployment Comp Benefit		-	-	-	-	-	-	-	1,628
151	Worker's Comp Benefit		19,169	20,712	16,542	24,198	20,508	12,788	8,594	7,036
208	Training and Instruction		500	500	250	1,183	30	165	174	233
212	Motor Fuels		25,000	25,000	25,000	11,050	26,737	24,580	21,018	23,647
220	General Supplies		14,000	14,000	17,500	12,848	12,224	13,843	12,895	15,586
226	Signs		9,500	9,500	-	4,907	-	-	-	-
229	Gravel		3,900	3,900	3,900	3,505	32	1,591	430	1,082
230	Salt/Sand		40,000	40,000	35,000	31,447	25,899	40,066	25,432	27,755
231	Street Maintenance		12,500	9,000	7,500	7,453	9,208	5,677	3,582	7,937
	Special Assessments	1,239								
	Misc Patching/Street repair	7,761								
	Seal Coating	-								
	Sidewalk repair	3,500								
240	Small Tools and Minor Equip		1,000	1,000	1,000	711	1,340	716	-	347
300	Professional Srvs (GENERAL)		1,500	1,500	1,236	2,249	1,483	1,100	842	887
	Safety Training	743								
	CDL Drug Testing	757								
303	Engineering Fees		10,000	10,000	10,000	23,196	47,301	25,325	77,941	10,625
305	Technology		1,000	1,000	1,000	476	133	471		
	TR Computer Support (Help Desk & Consult)	1,000								
320	Communications (GENERAL)		1,752	1,752	2,292	2,381	1,828	1,611	1,401	1,307

Streets-43100

	PW Cell Phones (1/3) On-Call Phone	1,392								
	PW Building Land Line	360								
351	**Legal Notices Publishing**		-	-	-	17	52			
361	**General Liability Insurance**		6,626	8,750	7,427	8,432	6,747	6,798	7,839	7,125
	Property/Liability/Volunteer Insurance	6,464								
380	**Utilities**		275	275	275	-	372	-	258	-
400	**Grounds Maintenance**		1,000	-	-	-	-	-	-	-
401	**Maint & Repairs - Bldgs**		1,500	1,500	1,500	1,772	1,488	976	497	7,911
	Disposal Service $45/Month	540								
	Misc Repairs	960								
404	**Repairs/Maint Machinery/Equip**		24,000	24,000	24,000	17,210	24,642	24,746	19,847	27,527
410	**Rentals**		1,000	1,000	1,000	83	-	42	197	544
417	**Uniform Rentals**		1,529	1,529	1,454	1,500	1,409	1,166	1,348	2,056
	Cleaning ($80 per mth)	960								
	Allowance	569								
433	**Dues and Subscriptions**		150	120	75	75	75	75	75	75
	TCALMC (25%)	75								
	APWA (25%)	75								
494	**Property Management**		1,500	-	750	1,460	1,322	705		
500	**Capital Outlay (GENERAL)**		21,834	13,900	4,000	463	42,807	490	-	-
	Bobcat Buyback Program	4,000								
	Pressure Washer (20% Streets, Parks, Water, Sewer, Storm)	-								
	PW Service Vehicle (1/3 Street, Water, Sewer)	11,334								
	Street painter and trailer	6,500								
511	**Land Acquisition**		-	-	-	-	-		-	446
531	**Improvement-Land**		-	-	-	-	8,307			
	TOTAL BUDGET/EXPENDITURES		**$ 365,983**	**$ 349,428**	**$ 312,636**	**$ 300,022**	**$ 373,452**	**$ 293,871**	**$ 320,010**	**$ 274,247**

Str Light-43160

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
303	**Engineering Fees**		$ -	$ -	$ -	$ 59	$ -	$ -	$ -	$ -
361	**General Liability Insurance**		-	1	10	1	8	189	20	-
	Property/Liability/Volunteer Insurance	-								
380	**Utilities**		63,125	63,125	63,125	63,753	58,810	59,684	59,717	58,776
	Street Lighting	63,125								
500	**Capital Outlay (GENERAL)**		20,000	14,536	28,115	22,517	-	-	-	-
	Street Lighting Infill	20,000								
TOTAL BUDGET/EXPENDITURES			**$ 83,125**	**$ 77,662**	**$ 91,250**	**$ 86,329**	**$ 58,818**	**$ 59,873**	**$ 59,738**	**$ 58,776**

Sanitation-43210

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 3,994	$ 3,800	$ 3,722	$ 3,753	$ 3,600	$ 3,466	$ 3,328	$ 3,090
	PS Director (1.0%) & 5 Main Tech's (1.1%)	3,994								
101	**PT Salaries & Wages (seasonal)**		9,000	-	-	-	-	-	-	-
102	**FT Employees OT**		250	250	250	219	46	168	361	127
103	**Health Stipend (HRA)**		-	-	-	-	-	-	-	66
112	**Contracted Services**		-	-	-	-	-	-	-	-
120	**Employer Contrib Ret General**		1,335	614	602	578	528	521	536	482
	PERA 7.5%									
	FICA/Medicare - 7.65%	40								
130	**Employer Paid Ins General**		1,098	1,068	813	798	832	607	1,066	952
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	60
151	**Worker's Comp Benefit**		21	-	-	-	-	-	-	-
208	**Training & Instruction**					12				
212	**Motor Fuels**		1,500	1,500	1,500	679	1,519	1,404	1,201	1,309
220	**General Supplies**		-	-	-	1	-	3	3	47
300	**Professional Srvs (GENERAL)**		300	300	-	133	140	223	(256)	(1)
	Clean-Up Day	300								
303	**Engineering Fees**		-	-	-	180	-	21		
305	**Technology**		-	-	-	17	2	13		
351	**Legal Notices**		-	-	-	1	-	-	-	-
361	**General Liability Insurance**		142	31	31	30	29	28	35	21
	Property/Liability/Volunteer Insurance	139								
400	**Ground Maintenance**		3,500	36,000	-	7	-	-	-	-
	Compost screening	3,500								
	Estimated Cost of ReOpening Site	-								
417	**Uniform Rentals**		17	17	14	19	19	14	14	9
	Allowance	17								
TOTAL BUDGET/EXPENDITURES			**$ 21,157**	**$ 43,578**	**$ 6,932**	**$ 6,426**	**$ 6,714**	**$ 6,468**	**$ 6,288**	**$ 6,163**

Fire-42280

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
300	Professional Srvs (GENERAL)					0	23639.38			
390	Public Safety Expense		233,593	196,479	180,000	180,256	163,983	151,688	142,376	137,724
401	Maint & Repairs - Bldgs					-	75			
TOTAL BUDGET/EXPENDITURES			$ 233,593	$ 196,479	$ 180,000	$ 180,256	$ 187,697	$ 151,688	$ 142,376	$ 137,724

Budget Based on 9% Avg Increase for Past 2 Years										
	% Inc Over Prior Year					0.1%	8.1%	6.5%	3.4%	8.1%

Finance Committee Meeting
2017 Capital Outlay Requests

	Genl Fund Dept	Est. Cost	General	Water	Sewer	Storm	
Landscaping	41941-Muni Bldg	3,500	3,500				
GIS software	41910-Plan/Zone	29,645	7,412	7,411	7,411	7,411	Future annual maintenance fee of $3,600 per year
2016 Chevy Colorado	42401-Bldg Inspec	20,000	20,000				$24,000 less est. trade of $4,000
Squad & laptop	42110-Police	42,000	42,000				$45,000 less est. trade of $3,000
Reserve laptop & software	42110-Police	6,000	6,000				Move to forfeiture fund??
Bobcat buy back program	43100-Streets	4,000	4,000				
PW service vehicle	43100-Streets	34,000	11,334	11,333	11,333		$35,000 less est. trade of $1,000
Street painter & trailer	43100-Streets	6,500	6,500				
Street lights - phase III	431600-Str Lights	18,000	18,000				
Utility vehicle		32,000		16,000	16,000		$35,000 less est. trade of $3,000
Hydro excavator		3,246		1,082	1,082	1,082	
Clean water tower		12,000		12,000			
Auto lube system for sweeper		6,800				6,800	
IIA humidity testing	45300-Parks	3,300	3,300				
IIA auto controls	45300-Parks	8,500	8,500				
Light timers for Unity ballfield and 8B park	45300-Parks	800	800				
Storage retaining block	45300-Parks	2,000	2,000				
Bench & tables for Mattson park & tot lot	45300-Parks	5,000	5,000				
Roto tiller	45300-Parks	4,800	4,800				
UTV - Ranger	45300-Parks	18,000	18,000				
Rec Desk software	45300-Parks	3,500	3,500				
Park signs	45300-Parks	5,000	5,000				
River Bluff & Community Gardens							
Signage	45300-Parks	700	700				
Shaded area	45300-Parks	3,000	3,000				
Raised beds	45300-Parks	1,290	1,290				
Bike rack	45300-Parks	300	300				
Kids area	45300-Parks	300	300				
Lime ag	45300-Parks	1,000	1,000				
Wooden garden shed	45300-Parks	3,500	3,500				
Skate park panels (404)	45300-Parks	4,200	4,200				
Tot lot & Mattson replace sand (404)	45300-Parks	4,000	4,000				
Water meters for city buildings	49400-232	10,318		10,318			
		297,199	187,936	58,144	35,826	15,293	
		297,199					

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
WEDNESDAY, AUGUST 3, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. 2016 Jubilee Parade Mayor's Choice Trophy

F. Approve City Council Minutes
1. July 19, 2016 – Regular Meeting of the City Council
2. July 19, 2016 – Budget Work Session Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Wednesday, August 10, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, August 16, 2016 at 7:00 p.m.
3. Parks, Recreation, & Culture Meeting	Tuesday, August 23, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Resolution Regarding City Advertising in Official City Newspaper *(Mayor Wimmer)*
2. Special Event Request for City Center Market Outdoor Music Event *(Gayle Cupit)*
3. Special Event Permit Application for Car Show Finale Craft Show *(JerriAnne Twingstrom)*

City Administrator Don Lorsung

4. Resolution Approving Modifications to the Building Appearance of Coborn's
5. Resolution Approving the Use of Securities in Lieu of Retainage for the 2016 Wastewater Treatment Facility Improvements
6. Consider Repayment Agreement for Lot 2, Block 3, Villages on the Rum CIC Number 6
7. Resolution Approving Authorization of Retaining Services from David Drown Associates, Inc. for Finance Director Recruitment Process

8. Resolution Approving the Restructuring of the Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing Clerk Positions (Revised Job Descriptions, Points and Salary Ranges)
9. Resolution Offering the Position of Assistant Finance Director to Ms. Shayna Forster

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $327,629.86 and Payroll in the amount of $88,790.04
2. Final Meeting Minutes for the May 24, 2016 Parks, Recreation and Culture Meeting
3. Resolution to Approve a Temporary One-Day On-Sale Liquor License for St. Elizabeth Ann Seton Catholic Church
4. Resolution to Approve an Exempt Gambling Permit for St. Elizabeth Ann Seton Catholic Church
5. Resolution to Authorize an Increase in the Minnco Credit Card Limit
6. Resolution Approving Request for Proposals for Development Legal Services
7. Resolution Approving Request for Proposals for Municipal Auditing and Financial Services
8. Resolution Accepting the Resignation of Accounting Clerk JoAnn Welcome

M. Other Communications

1. Draft Meeting Minutes for the July 26, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, JULY 19, 2016 – 7:00 P.M.
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser and Steve Lundeen

Members Absent: None

Staff Present: Assistant City Attorney Patrick Moore, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey McInnis, Interim Finance Director Gayle Bauman

D. Adopt Agenda
Motion by Lundeen, second by Lorinser to approve the agenda

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. July 5, 2015 - Regular Meeting of the City Council

Motion by Lundeen, second by Bergley to approve the regular City Council Meeting Minutes of July 5, 2016 as presented. Motion carried unanimously.

G. Citizens Input
None

H. Announcements

1.	Parks, Recreation, & Culture Meeting	Tuesday, July 26, 2016 at 6:00 p.m.
2.	National Night Out	Tuesday, August 2, 2016 at 6:00 p.m.
3.	City Council Meeting	Wednesday, August 3, 2016 at 7:00 p.m.
4.	City Council Budget Workshop	Wednesday, August 3, 2016
	(Immediately following the City Council Meeting)	
5.	Economic Development Authority Meeting	Wednesday, August 3, 2016
	(Immediately following the City Council Budget Workshop Meeting)	
6.	Planning Commission Meeting	Wednesday, August 10, 2016 at 7:00 p.m.

I. Council Committee Reports
None

J. Public Hearings

None

K. Business Items

City Administrator Don Lorsung

1. Resolution Approving the Request from Bobby and Chad Bunes for an Interim Use Permit to allow for a Pet Grooming Salon to be located within the Dual Square Mall.

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

2. Resolution and Ordinance Approving an Amendment to Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales

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

3. Resolution to Approve an Ingress and Egress Easement Agreement between the City of Isanti and the Isanti Parkway Condominium Owners' Association

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

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $751,627.75 and Payroll in the amount of $94,439.33
2. Final Meeting Minutes for the June 7, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the June 14, 2016 Planning Commission Meeting
4. Resolution to Establish Date for Canvass Board Meeting
5. Resolution Approving Application for Exempt Gambling Permit for Isanti County Pheasants Forever Chapter 334
6. Resolution Approving Application for Local Gambling Permit for Rum River BMX Association
7. Resolution Acknowledging Permanent Employee Status for Part Time Custodian Joseph Anderson
8. Resolution Acknowledging Permanent Employee Status for Building Official Nick Henly

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

Adjournment

Motion by Bergley, second by Lundeen. Motion carried unanimously. Meeting adjourned at 7:02 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

MINUTES
CITY OF ISANTI
CITY COUNCIL BUDGET WORK SESSION
TUESDAY JULY 19, 2016
CITY HALL

Mayor Wimmer called the meeting to order at 7:04 p.m.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser and Steve Lundeen

Members Absent: None

Staff Present: Assistant City Attorney Patrick Moore, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey McInnis, Interim Finance Director Gayle Bauman

2017 Budget Review Schedule
Interim Finance Director Gayle Bauman greeted Mayor and the Council and explained the 2017 Budget Review Schedule. The purpose of this meeting was to review general fund revenue projections and all preliminary department budget expenditures. Future work sessions are set for Wednesday, August 3, 2016 and Tuesday, August 16, 2016 (if deemed necessary) in which Water, Sewer, Storm Water, Liquor and Capital Outlay will be discussed. All meetings will follow the regular City Council Meetings.

Review 2017 General Fund Revenue Projections
The General Fund Revenue and Preliminary Budget Expenditures Projections for the General Fund and the 2017 proposed property tax levy amount were presented.

The Property Tax Levy proposed is set to increase by $47,000 to $2,587,561 or a 1.8% increase. $37,000 of that is due to the projected increase in the fire protection services and $10,000 is to cover potential mediation/arbitration costs. Based on information Ms. Bauman received from the County, the increase in market values is expected to be about .3% which would give us an estimated tax rate of 86.619% for 2017. The general fund is expected to go up slightly to $2,009,086 for an increase of $75,086 and the Debt Service is projected to go down to $578,475 for a decrease of ($28,086) which gives us the net change of $47,000.

She explained that when she looked at the revenues, some went up because of inflation, some are based on prior year trends and schedules that are known.

The transfer from the liquor store is budgeted at $350,000 which is a $50,000 increase over 2016. Interest on investments is difficult to budget, and is currently set at last year's amount. LGA reflects the amount for current law. There may be an increase if a special session is called. Originally the Legislature approved an increase but the Governor vetoed the bill. If approved in a special session, the amount would potentially increase an additional $57,000.

The estimated increase to the General Fund - Fund Balance based on everything in the packet is set to be just over $31,000 for 2017.

The preliminary budgeted revenues, including debt service are just over $4,000,000. Bauman presented a snapshot of Pay 2015 and the 1st half of taxes compared to 2016 1st half. For the delinquent balance, the City collected more in 2016 than 2015. We will see how it shakes out when the whole year is done.

Review of 2017 Preliminary Department Budget Expenditures

Ms. Bauman continued, explaining the preliminary total 2017 budgeted expenditures for the General Fund are $3,312,959. This represents a $195,269 increase over 2016, or 6.3%. There are two main reasons for this change:

1. An increase in hours from a part time to full time position in 2016
2. Capital outlay requests for 2017 are up/over the amount approved for 2016

Two tables were presented breaking down the differences between the 2016 and 2017 Budgets. The first was by department and the second was by type.

She touched briefly on the Fund Balance for the General Fund. The City has a fund balance policy where the general fund unassigned fund balance should be 50% of the following years budgeted expenditures and transfers out. Any excess can be used to reduce property tax levy in future years. If you fall short, you are to devise a plan to get back up to that 50%. For 2017, the budget is set to add $31,000 to the general fund which is an increase and is progressing towards that 50%. We need to show continual progress and at the end of 2015 we were at about 41% so we are on the right track. If we could increase it even more that would be better.

The assumptions for expenditures for all departments included all wages with a 2% COLA and necessary step increases. That resulted in an approximate impact of $33,000 to the general fund. Health insurance was projected to increase 10%, Workers Compensation rates were projected to increase 6%, Property and Liability Insurance 2.5%, Dental Insurance 5%, and Life Insurance remained the same and was based on 2016 rates. Managed expenses throughout the general fund budget have been adjusted based on prior year actual costs, current year expenditures through May, and actual maintenance agreements and contracted costs. The total preliminary 2017 Budgeted Expenditures, including debt service are $4,049,520. This represents a $126,489 increase over 2016, or 3.2%.

Mayor Wimmer added that the amount for wages and COLA for 2017 is not a definite number, it is a placeholder at this point. The City will be entering into negotiations with the two unions this year and the final amount could go up or down from the placeholder depending on how the City settles on that issue.

Councilman Lorinser suggested we watch the trends of what other departments are getting for their negotiations. Mayor added that is how the original amount of 2% was decided upon. They looked at what other surrounding areas were settling on in their contracts and they were right in the 2% range.

Bauman continued her presentation outlining some of the major changes in individual departments.

In the Finance and Administration Budget a $10,000 increase was included for potential mediation/arbitration fees, which we increased the levy to cover that expense. The Mayor explained the last few years have averaged between $5,000 - $8,000 in similar costs, so it is a large enough cost figure to start budgeting for. City Administrator Don Lorsung confirmed.

Parks and Rec Department Budget increases include 1) the part time to full time employee, previously mentioned, 2) street dance $3,000 and 3) capital outlay requests were up $48,000 over last year's approved budget.

The EDA budget is up almost $12,000 over 2016. Bauman noted the EDA is financed almost completely by a general fund transfer. After looking at all the changes in the EDA budget, the net general fund transfer is going up just over $20,000 to $125,255. This is needed in order to get the EDA fund to come up with a positive fund balance. The Mayor noted that franchise fees such as cable etc. are split with the technology fund, so there is a revenue stream that does pay part of it. Lorsung confirmed.

The Police department budget reflects increases in equipment. Bauman noted there was an additional request for a laptop with software budgeted at $6,000 which is not included in the General Fund Budget. It appears, after looking at the forfeiture fund, there are sufficient funds to cover this cost, so she indicated we will budget the $6,000 out of the forfeiture fund.

The final phase of the street lighting infill project has been budgeted at $20,000.

The preliminary increase of 15% in fire protection services, based on the increase over the past few years, is included in the budget. The Mayor commented that this is based on actual history of what we receive and not the estimated amount the Fire District provided. The actual increase from 2015 to 2016 was 13% and that was not the original guidance the City was given. Again this year the number provided was lower than previous years have been, therefore the City needs to budget based on actual previous costs and trends of increases. Every cent that it is increased has to be passed on to the taxpayers because the City cannot take it out of the other budgets. However, if the cost goes down, at that time the City can lower it.

The Debt Service levy is proposed at $578,475 and is included in the budget. It is projected to remain at this level through 2019. Based on the current debt requirements, the levy should drop off in 2020 because some of the debt is going to mature and will roll off the books.

Bauman also pointed out other requests made from department heads not included in this budget.

Mayor Wimmer specifically pointed out one of those items that may be coming back was the Engineering Technician. The Mayor expressed that if we have dollars in the areas we are already spending with Bolton and Menk that we could use instead to pay a large portion if not a majority of that position and also have that person doing GIS for us as well. Sealcoating would be one example of one of the projects that are ongoing every year. We spend about $250,000 with $40,000 of that just the engineering/administrative overhead we pay Bolton and Menk to supervise it. These are not complicated projects. It would be nice to have someone on staff to do this. We are just trying to figure out if we are able to fund it from dollars that we are already spending.

Mayor reiterated the actual only changes in the levy costs are $10,000 for mediation and $37,000 for the fire district. He also added the revenue numbers are conservative, so that is one area that might do better. Councilmember Lundeen commented on the real estate market and agrees we should stay conservative. The Mayor also agreed and pointed out, as Ms. Bauman stated, we are trying to slowly build back up on our

general fund, so any cash that comes into that, is all the better for us. We also recently did have our credit rating reaffirmed.

Administrator Lorsung added that the message S & P gave us is that they are looking for increasing progress to replenishing those cash balances. Council member Lorinser questioned if they look at the intentional draw down that we did. Lorsung acknowledged it was part of the plan and they did know it was the City's intention to do that. Lorsung stated we needed the large tax levy that we had last year after steadily rolling through the recession. As previously stated they want to see us making steady progress towards replenishing those cash balances which is what we are doing. The Mayor also stated that we have a plan in place and we are following that plan. Even after last year's change and this minimal proposed change we are going to have the lowest tax rate in the County.

Lorinser questioned what the 2016 increase was for fire service. Mayor stated it went up $23,000 or about 13%. Lundeen stated it is based on call rates. Mayor interjected also their labor costs dramatically increased.

Council member Lorinser commented in regards to the Liquor Store Committee and questioned if they have looked at the last few years and how much the cash is increasing and their net profit. Council member Collison added that since Liquor Store Manager John Jacobi took over, the increase is at 28% or better. Before that it was 23% or 24%. Lundeen added he has done an outstanding job. Collison pointed out he is almost at a cap because he needs a bigger store so he can buy more in bulk or the population needs to dramatically increase.

The Mayor added the extra draw down could be done a couple different ways. We could transfer $200,000 in one year because there is a $650,000 balance in the Liquor Store funds and John Jacobi only needs about $200,000 - $300,000 to run operations. However, what we want to do from a budgeting standpoint is to do it in an incremental way, so if something would happen we would be able to survive through that.

Adjournment
Motion by Lundeen, second by Collison to adjourn. Motion carried unanimously. The Work Session adjourned at 7:25 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

RESOLUTION NO 2016-XXX

RESOLUTION REGARDING CITY ADVERTISING IN OFFICIAL CITY NEWSPAPER

WHEREAS, the City of Isanti solicits proposals for an Official Newspaper at the beginning of each year. Publishers provide costs and coverage in the City of Isanti as a part of their service proposals; and

WHEREAS, based on the above, the City Council selects an Official City Newspaper for that calendar year, where all legal and required publications are made; and

WHEREAS, the City has other publication needs for City events and operations. It is the desire of the City Council to have all such advertising in the Official Newspaper or related periodic advertising publication(s) that are distributed in the City.

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

1) That all advertising for City Events and Operations are done in the Official City Newspaper or its related advertising publication(s).

2) That in the event it is necessary or desired to publish in other local, regional, State or national publications, such requests shall be brought before the City Council for consideration and approval prior to publication.

This resolution was duly adopted by the Isanti City Council this 3rd day of August, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

K.2.

Request for City Council Action

To: Mayor Wimmer and Members of the City Council

From: Katie Everett, Community Events and Parks Coordinator

Date: August 8, 2016

Subject: Special Event Request for City Center Market Outdoor Music Event

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Background

The City received a special event application from Gayle Cupit for an outdoor music event at the City Center Market/The Green Table on Friday, September 9th from 7:00-10:00pm. The event will take place in the area west of the Green Table. A site map has been included with the application materials for Council review.

The organizer has stated that all of the event activities will take place at 4 Enterprise Ave NE, and have submitted a letter from the property owner stating permission for the event. Anticipated attendance is 150. The organizer has stated that the Junction Bowl lot will be used for additional parking. A letter giving permission for parking is will be required in order to issue the permit.

There will be alcohol served at this event. City staff have stipulated that in order to do this, a fence must enclose the designated drinking area and signs should be posted that indicate "no alcohol beyond this point" to ensure that alcohol consumption only occurs on the event property. There also needs to be a designated person to monitor the event to make sure that alcohol is not leaving the premises and that no one under 21 years old is being served.

The organizer has indicated that there will not be any event signage; if any signs are used they must be approved by the zoning department.

The organizer's staff will be cleaning up after the event. The required deposit fee of $100 will be submitted.

A copy of the application, site map, and departmental review has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX
- Special Event Application
    - Staff Review Checklist, Application Form, Letter of Notice to surrounding property owners, site map, Certificate of Insurance, Letter of Permission from property owner

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT REQUEST FOR CITY CENTER MARKET OUTDOOR MUSIC EVENT

WHEREAS, Gayle Cupit, the Applicant, will be hosting an outdoor music event at City Center Market/The Green Table on Friday, September 9, 2016; and,

WHEREAS, this event is scheduled to begin at 7:00 p.m. and end at 10:00 p.m.; and,

WHEREAS, the estimated number of participants is 150; and,

WHEREAS, the event will take place at the business establishment at 4 Enterprise Ave NE, Isanti; and,

WHEREAS, the primary parking and all activities for the event will be within parking lot; additional parking may occur at Junction Bowl if the event organizers receive a letter from the owner; and,

WHEREAS, alcohol may be served at this event to persons of legal drinking age within designated areas only, and the event organizers will comply with all local and state regulations in doing so; and,

WHEREAS, the Applicant will clean-up after the event and will submit the $100 clean-up deposit fee;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the outdoor music event at City Center Market to be held on September 9, 2016 with the following conditions:

- The Applicant submit the $100 clean up deposit fee
- The Applicant submit the Letter of Approval from property owner at Junction Bowl for additional parking
- The Applicant submits further plans to comply with local and state regulations for serving alcohol in an outdoor setting

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 3rd day of August, 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

A Community For Generations.
Isanti

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: _____

APPLICANT INFORMATION

Sponsoring Entity (if applicable): City Center Market/ the bean table

Contact Person: Carole Cupit

Address: 4 enterprise Ave, Ste 5

City: Isanti State: MN Zip: 550

Phone: _____ Fax: _____ Cell: _____

E-mail: _____

Secondary Contact Person: Stephanie Edott

Address: 4 enterprise Ave,

City: Isanti State: MN Zip: 550

Phone: _____ Fax: ___-___-____ Cell: _____ E-mail: _____

EVENT INFORMATION

Date(s) of Event: Friday, Sept 9 2016

Hours of Event: 7-10 pm

Type of Event: music outdoors

Description of the Event: music group playing outside under a tent.

List of Activities:

movie outside

Proposed Location of the Event (be specific):

in parking lot on west side of 4th Enterprise Drive

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

150 people

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Check next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

_____ Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

N/A Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

yes Selling / Consumption of Alcohol

✓ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

✓ Parking Impact (**REQUIRED** for all events) – Describe in detail:
Parking at Junction Bowl w/owners permission.

None — Special Signage (Temporary Sign Permit Application will also be required) – Describe:

✓ — Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

No. — Vendors will be present at the event (Attach information to the Application)

✓ — Tents, equipment, amusement rides, etc.
Size: Tent - 20x20
Location: The Green Table parking lot

not needed — Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:

NO — Fireworks

NO — Street Closure – if yes, what streets:

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

not needed — Security Plans – Name or entity providing these services. (A Police Officer is required if alcohol is being served or at the discretion of the Police Chief).

We will clean up our property — Clean-up Plans – Describe in detail:

_____ Live entertainment – Describe in detail: the band - the Non-Profits - will play outside from 1-10pm

No Will any other public addressing system or sound amplification be used? If so, describe:

_____

_____ Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

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

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

APPLICANT SIGNATURE

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

Applicant Signature: [signature]

7/6/2016

To Whom It May Concern:

I am the owner of the property located at 4 Enterprise Avenue NE in Isanti, MN 55040.

I give my authorization and approval for The Green Table/City Center Market to have their outdoor event on Friday, September 9th 2016.

I understand that The Green Table/City Center Market will be getting additional insurance coverage for this event and are filling out the necessary paperwork.

Sincerely,

Date: 7-15-16

Keith Peterson

CITY C-1 OP ID: BN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2016

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

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

PRODUCER Maguire Agency 1970 Oakcrest Avenue,#300 Roseville, MN 55113 Erik D. Thompson, CIC	CONTACT NAME: Erik D. Thompson, CIC PHONE (A/C, No, Ext): 651-638-9100 FAX (A/C, No): 651-638-9762 E-MAIL ADDRESS: ethompson@maguireagency.com
INSURED MOMS Food Co-Op, Inc. Minnesota Organic Merchandise Store dba: City Center Market dba: The Green Table 4 Enterprise Avenue Isanti, MN 55040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: West Bend Mutual Ins Co — 15350 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			031936	05/11/2016	05/11/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			031936	05/11/2016	05/11/2017	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			031942	05/11/2016	05/11/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Liquor Liability Special Event			A175347	09/09/2016	09/10/2016	1,000,000 1,000,000	Ea Com Caus Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Location at 4 Enterprise Avenue in Isanti, MN 55040
Liquor Liability coverage is continuous until cancelled
Standard Liquor Liability policy written with West Bend Mutual, Policy #053396 05/11/16 to 05/11/17 $1,000,000/$2,000,000 limits
Re: Outdoor music concert on 09/09/16

CERTIFICATE HOLDER

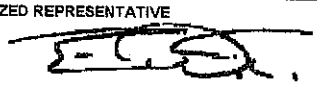
XISANTI

City of Isanti
110 1st Avenue N
Isanti, MN 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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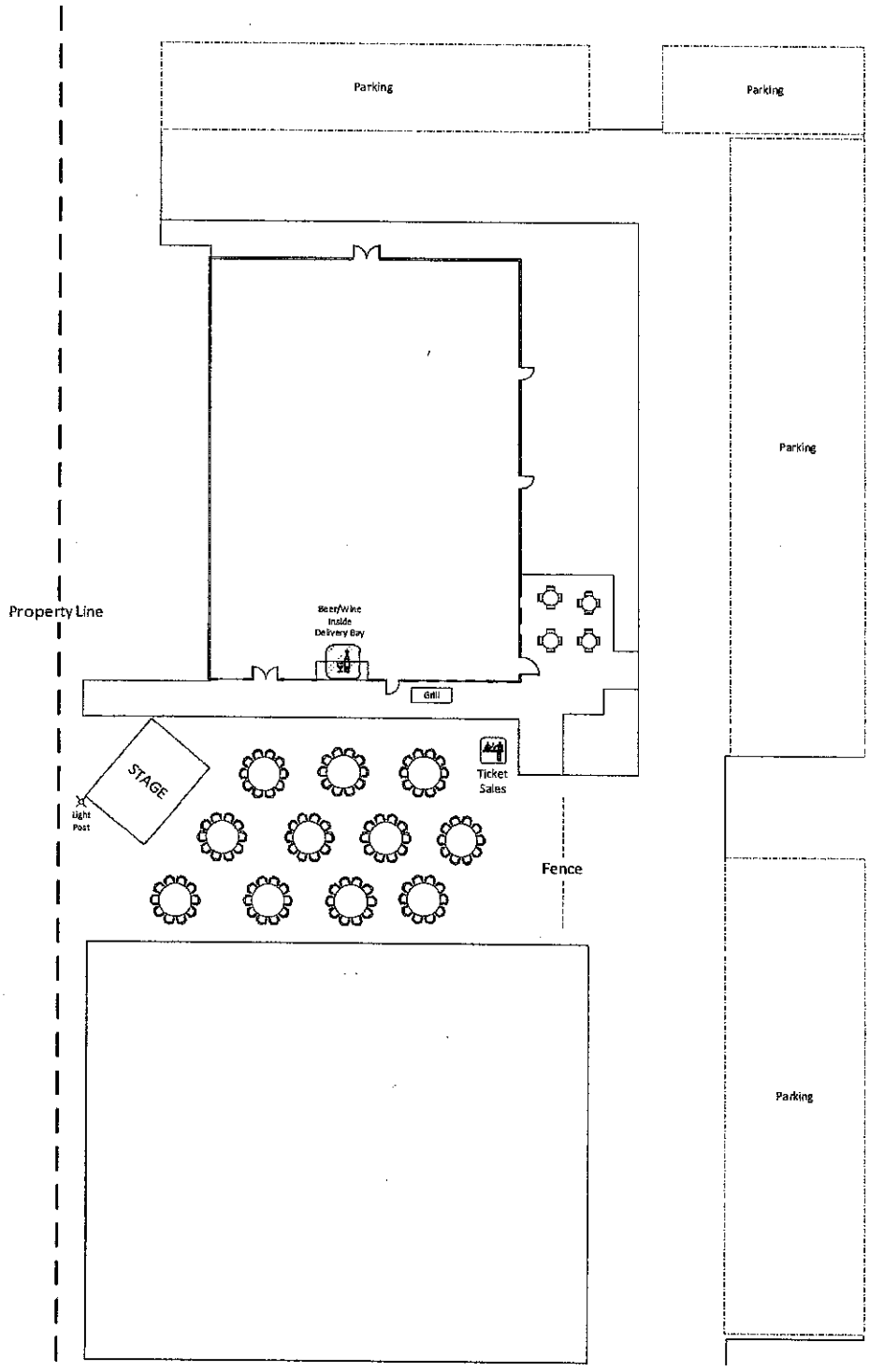
Green Table Event
Sept 9, 2016
Site Plan



CITY CENTER MARKET
food co-op

122 N. Buchanan St., Cambridge, MN 55008; 763-689-4640

July 19, 2016

John Deere

Isanti, MN 55040

This letter is to provide the required notification that The Green Table, at 4 Enterprise Avenue, Suite 5, will be hosting an outdoor event on September 9, 2016. The event will consist of a band which will play in the parking lot next to our building from 7-10pm. We expect about 150 people.

Please contact me if you have any questions about this event. Thank you.

Regards,

Gayle J. Cupit
General Manager
City Center Market

:gjc

CITY CENTER MARKET
food co-op

122 N. Buchanan St., Cambridge, MN 55008; 763-689-4640

July 19, 2016

RIC Property Management
2 Enterprise Avenue NE, Suite D4
Isanti, MN 55040

This letter is to provide the required notification that The Green Table, at 4 Enterprise Avenue, Suite 5, will be hosting an outdoor event on September 9, 2016. The event will consist of a band which will play in the parking lot next to our building from 7-10pm. We expect about 150 people.

Please pass this information to the property owner. Please contact me if you have any questions about this event. Thank you.

Regards,

Gayle J. Cupit
General Manager
City Center Market

:gjc

OFFICE USE ONLY

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Public Services Director
__X__ Approved _____ Denied _____ N/A Signature: Jim Wood

Community Events & Parks Coordinator
__X__ Approved _____ Denied _____ N/A Signature: [signature]

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: [signature]

City Administrator - See note below
__X__ Approved _____ Denied _____ N/A Signature: [signature]

City Council
_____ Approved _____ Denied

Date of Review: _____

Still Needed:

$100 Clean Up Deposit

Permission from Junction Bowl for additional parking

* Post signs designating drinking areas
* Must state "no Alcohol behind this point" + post those areas
* Person to monitor no underage drinking + monitor area

Josi

* Advertising signs must be approved by the zoning department. Roxanne
* Fence must be in place for areas having alcohol consumption. Adhere to all local and State Alcohol regulations

Isanti Parks

From: Chief Gene Hill
Sent: Thursday, July 21, 2016 9:53 AM
To: Isanti Parks
Subject: RE: Special Event Permit Request

Katie,

I have no issues with this...thanks.

Gene

From: Isanti Parks
Sent: Thursday, July 21, 2016 9:41 AM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Special Event Permit Request

Hello,

Please review the attached Special Event Permit application for an outdoor music event on September 9 (Friday) from 7:00 to 10:00 pm at the Green Table/City Center Market. They have not requested services from PD or Fire for the event. They have included an event map indicating that the event will take place in the space west of their building. Beer and wine will be served at the event.

Please respond with your approval or comments.

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, July 21, 2016 3:27 PM
To: Isanti Parks
Subject: RE: Special Event Permit Request

Isanti Fire District approves the 9/9/16 Green Table special event permit application as presented. Al Jankovich | Isanti Fire

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

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, July 21, 2016 9:41 AM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Special Event Permit Request

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Please respond with your approval or comments.

Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512

K.3.

Request for City Council Action

To: Mayor Wimmer and Members of the City Council

From: Katie Everett, Community Events and Parks Coordinator

Date: August 3, 2016

Subject: Special Event Request for Craft Show at Car Show Finale Event

---

Background

The City received a special event application from JerriAnne Twingstrom for a vendor and craft fair in conjunction with the Rum River Rods Car Show Finale event on Saturday, August 13 from 11:00am to 5:00pm with set up beginning at 9:00am. The event will take place in the parking lot at 303 Credit Union Drive.

The organizer has stated that all of the vendors will be set up in the grass lot on Main St next to Family Pathways. The city has a letter on file granting the Rum River Rods use of this space on August 13th for the Car Show Finale events. 15 vendors and crafters are anticipated to participate.

The organizers and vendors will be cleaning up after the event.

A copy of the application, event description and departmental review has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX
- Special Event Application
    - Staff Review Checklist
    - Special Event Application Form

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT REQUEST FOR CRAFT SHOW AT CAR SHOW FINALE

WHEREAS, JerriAnne Twingstrom, the Applicant, will be organizing a craft show in conjunction with the Rum River Rods Car Show Finale on Saturday, August 13, 2016; and,

WHEREAS, this event is scheduled to begin at 10:00 a.m. and end at 5:00 p.m.; and,

WHEREAS, the estimated number of vendors is 15; and,

WHEREAS, the event will take place within the boundaries for the Rum River Rods Car Show Finale on the grassy lot next to Family Pathways; and,

WHEREAS, the Applicant will clean-up after the event and has requested that the $100 clean-up deposit fee be waived;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the craft show to be held on August 13, 2016 with the following conditions and to waive the deposit fee:

- The applicant must submit a list of vendors prior to the event
- The application must submit a certificate of insurance

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 3rd day of August, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: July 27th, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): _____

Contact Person: JerriAnne Twingstrom

Address: 3519 Cty Rd 5 NE

City: Isanti State: MN Zip: 55040

Phone: ___-___-___ Fax: ___-___-___ Cell: 763 - 310 - 9536

E-mail: _____

Secondary Contact Person: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: ___-___-___ Fax: ___-___-___ Cell: ___-___-___ E-mail: _____

EVENT INFORMATION

Date(s) of Event: August 13th, 2016

Hours of Event: Set Up: 7:30 am - 9:50 am/ Event 10am - 5pm

Type of Event: Vendor Show ~ Direct sales, Small business & Crafter's~

If additional space is needed, use blank page at the end of this document:

Description of the Event:

There will be about 15+ vendors set up with/offering their products & services with potential customers. We will also have 3 raffles for spectators to enter to win a goodie filled gift basket.

List of Activities: I am having 3 random raffles through out the duration of the event

Proposed Location of the Event (be specific): We will be located in the grass area West of Family Pathways.

Estimated Number of People in Attendance (includes staff, participants, and spectators): I am unaware of how many people attending the actual vendor show last year, however the car show brought in 300-600 ??

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

_____ Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

X Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A Selling / Consumption of Alcohol

X Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X Parking Impact (**REQUIRED** for all events) – Describe in detail: All the vendors will be parking at City Hall & or Community Center ??

X

Special Signage (Temporary Sign Permit Application will also be required) – Describe: I will be making special "Vendor Event" signs. I will have 1 placed at each end of the car show, as well in the grassy area where the vendors will be set up

X

Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

X

Vendors will be present at the event (Attach information to the Application)

X

Tents, equipment, amusement rides, etc.
Size: 15+ 10x10 canopy's
Location: Grass area by Family Pathways

N/A

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

N/A

Fireworks

N/A

Street Closure – if yes, what streets:

N/A

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

N/A

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

X

Clean-up Plans – Describe in detail: I will take responsibility myself to make sure that our area is garbage and debris free at the close of event.

N/A

Live entertainment – Describe in detail: _____

N/A

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

N/A

Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

N/A

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

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

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

~~Vendor/Craft show that will be setting up on Aug 13th, 016 in conjunction with the Rum River Rods~~

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

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

(Special Events Holder Initials Here) JJT

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

Participant Release and Indemnification required? YES ____ NO ☑

(Special Events Holder Initials Here) JJT

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

(Special Events Holder Initials Here) JJT

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) JJT

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

(Special Event Holder Initials Here) JJT

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

(Special Event Holder Initials Here) JJT

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

(Special Event Holder Initials Here) JJT

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

(Special Event Holder Initials Here) JJT

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

(Special Event Holder Initials Here) JJT

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Rustic Mom Event's

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

Name JerriAnne J Twingstrom

Title Owner

Signature

Date 7/27/2016

OFFICE USE ONLY

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Public Services Director
__X__ Approved _____ Denied _____ N/A Signature: [signature]

Community Events & Parks Coordinator
__X__ Approved _____ Denied _____ N/A Signature: [signature]

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature: [signature]

City Administrator/City Clerk
__X__ Approved _____ Denied _____ N/A Signature: [signature]

City Council
_____ Approved _____ Denied

Date of Review: _____

Vendor list to be submitted 2-3 days before event -KE

~~*Vendor events sign will be up 3 days prior to event~~

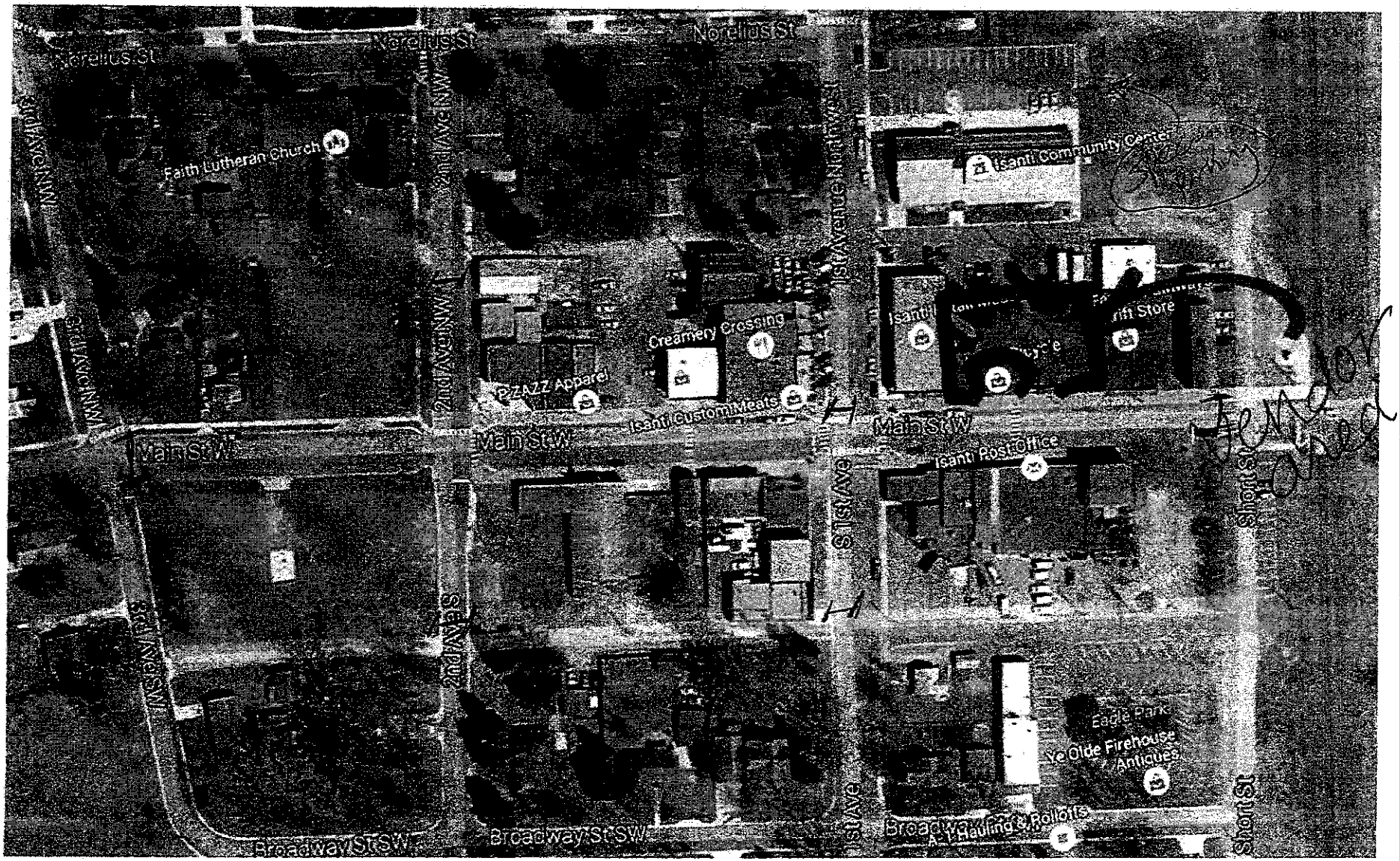
*Any sign placed on private property or city property must receive property owner approval. No sign shall be placed in City right-of-way. RMA

From: Dan Collison djcollison@msn.com

Rum River Rods will share the grassy lot next to Family Pathways for use of vendors.

Thank you,
Dan Collison

Site Map



△ Tent for Vendor Show

* Rustic Mom Events

To Whom it may concern, 7/27/16

I am requesting for the $100 Clean-Up deposit to be waived for the Vendor event being put on by Rustic Mom Events. Due to the fact that a deposit has previously been made by the Rum River Rods.

Thanks for your consideration.

JerriAnne Twingstrom

Shine On Accessories

Rustic Mom Events

763-310-9536

Isanti Parks

From: Chief Gene Hill
Sent: Thursday, July 28, 2016 8:57 AM
To: Isanti Parks
Subject: RE: Special Event Permit Application - Urgent

Katie,

PD APPROVES

Gene

From: Isanti Parks
Sent: Thursday, July 28, 2016 8:40 AM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Josi Wood <JWood@cityofisanti.us>
Subject: Special Event Permit Application - Urgent

Hello all,

We have a new person organizing the craft show for the car show finale, so we need to process a new permit. The event is still happening on the grassy lot by Family Pathways in conjunction with the car show. Please review the application and respond with your approval or comments as soon as you can so this can go into the 8/3 Council packet.

Thank you!

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Friday, July 29, 2016 10:35 AM
To: Isanti Parks
Cc: Don Lorsung
Subject: RE: Special Event Permit Application - Urgent

Found it...the below email doesn't have an edited permit attached but if all information is the same except the responsible party:

Isanti Fire District accepts the (August 13, 2016) Rum River Rods car show finale craft show management change to the original July 11th, 2016 special event permit application. Al Jankovich | Isanti Fire District

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

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Thursday, July 28, 2016 8:40 AM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Josi Wood <JWood@cityofisanti.us>
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Thank you!

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: August 3, 2016

Subject: Coborn's Project: Modifications to the Building Appearance

---

Background

The site plan and building appearance for Coborn's was approved in October 2015 via Resolution No. 2015-253. In May 2016, after significant construction on the building, staff was made aware of a change to the exterior finishing materials which was inconsistent with the approved plans. Construction on the exterior of the building continued without approval of the new materials.

After several discussions between Coborn's, their developers and City Staff, a consensus was reached on improvements to the exterior finish which would provide a building that more closely resembles the building appearance plans that were originally approved in Res. No. 2015-253.

The changes include the following:

- The entire building appeared to wrapped in brick on the original drawing. The new plans indicate a brick front with brick that wraps around to the sides just far enough to cover the drive-thru window.
- The remainder of the building is surfaced in Stucco Panels. The panels will be painted a warm rich tone to complement the brick color palette.
- Three EIFS piers will be added to the West and a portion of the North wall (three on each side).
- EIFS surface will be added to the North West corner of the store.
- Three decorative lights will be added to the three piers on the West wall.

* See Attached Renderings

Per Ordinance No. 445 Zoning, Section 16 Site Plan Review, Subdivision 12 Plan Agreements, "site and building plans shall be valid only for the project in which approval was granted. Construction of all site elements shall be in substantial compliance with the plans and specifications approved by City Council. Changes, modifications, or alterations shall be submitted to the Zoning Administrator for review and referral to the City Council".

Staff Request

Staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX
- Approved Building Appearance via Resolution No. 2015-253
- Revised Building Appearance A706 Dated July 25, 2016

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE MODIFICATIONS TO THE BUILDING APPEARANCE FOR THE GROCERY STORE LOCATED ON THE PROPERTY LEGALLY DESCRIBED AT LOT 1, BLOCK 1, ISANTI COMMONS SECOND ADDITION

WHEREAS, Isanti Holdings, LLC had received approval for a Conditional Use Permit and Site Plan/Building Appearance (Resolution No. 2015-253), for a grocery store (Coborn's) with a pharmacy, gas station/convenience store, car wash, drive-thru and seasonal garden center on October 20th, 2015; and,

WHEREAS, Coborn's has made modifications to the building appearance since the October 20th, 2015 approval by City Council; and,

WHEREAS, revised drawings were submitted by Rice Companies dated July 25th, 2016; and,

WHEREAS, Ordinance No. 445 Zoning, Section 16 Site Plan Review, Subdivision 12 Plan Agreements states that all changes, modifications, or alterations shall be submitted to the Zoning Administrator for review and referral to the City Council; and,

WHEREAS, the City Council was presented with the modifications to the Building Appearance at their regularly scheduled meeting on August 3rd, 2016; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that Coborn's request for modifications to the approved Building Appearance are hereby approved with the following conditions:

1. The petitioner shall meet the conditions of the original approvals as stipulated within Resolution 2015-253.
2. The exterior changes as outlined in drawing A706 shall be completed prior to the opening of the store.

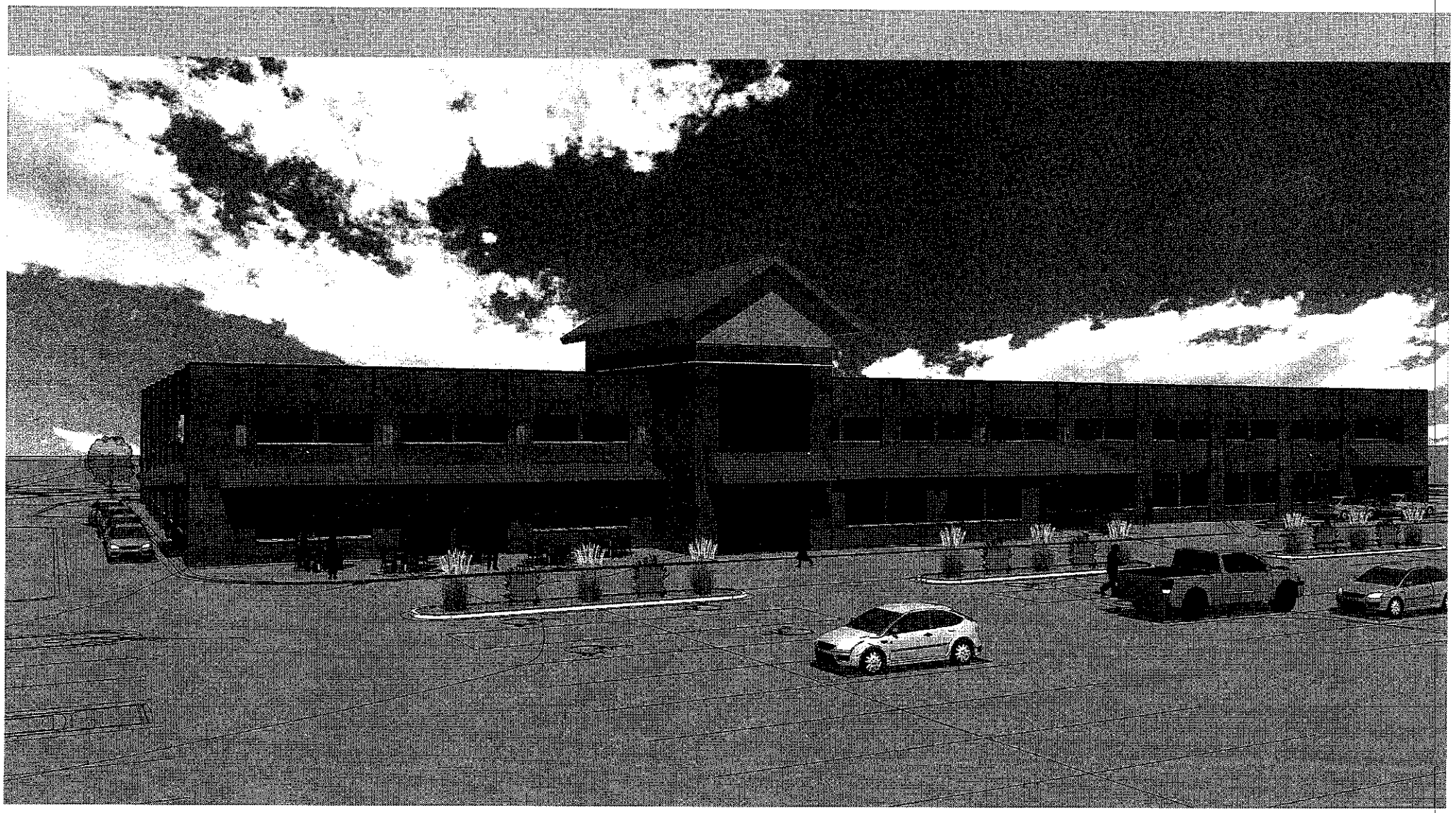
Adopted by the Isanti City Council on this 3rd day of August 2016.

Attest: _____
Mayor George A. Wimmer

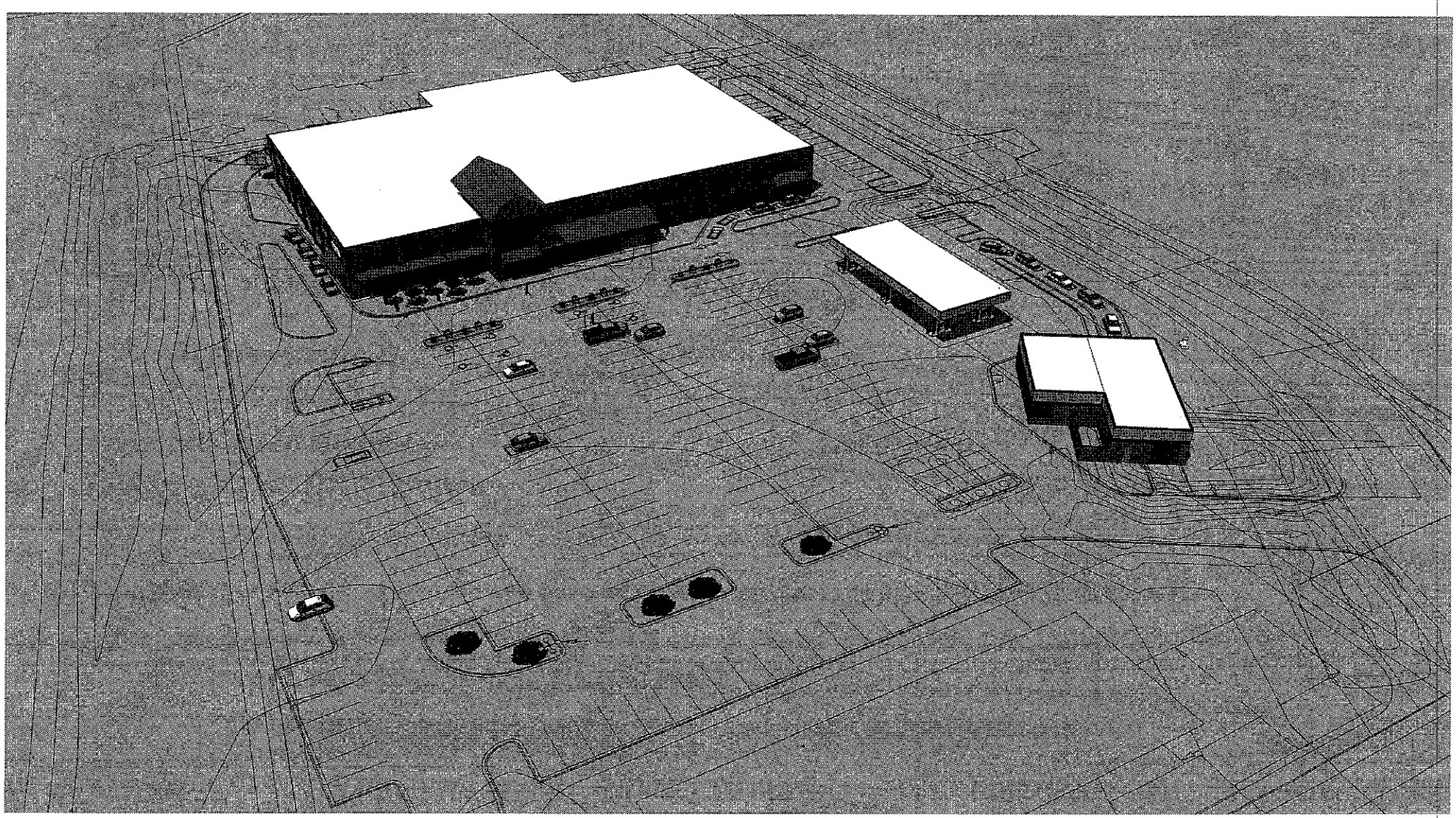
_____
Lindsey McInnis
Human Resources / City Clerk

(SEAL)

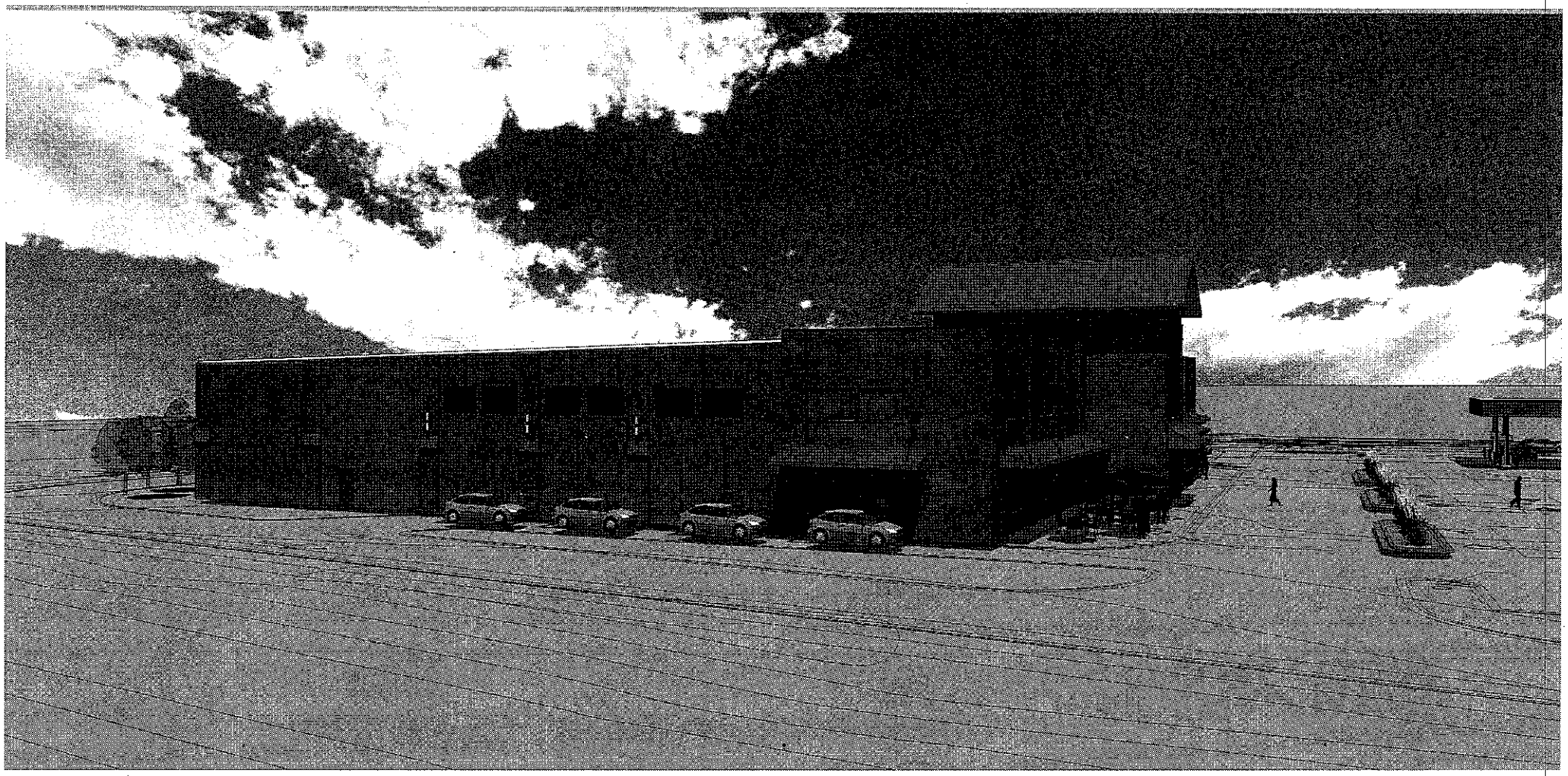
Appearance Approved
via Res. 2015-253



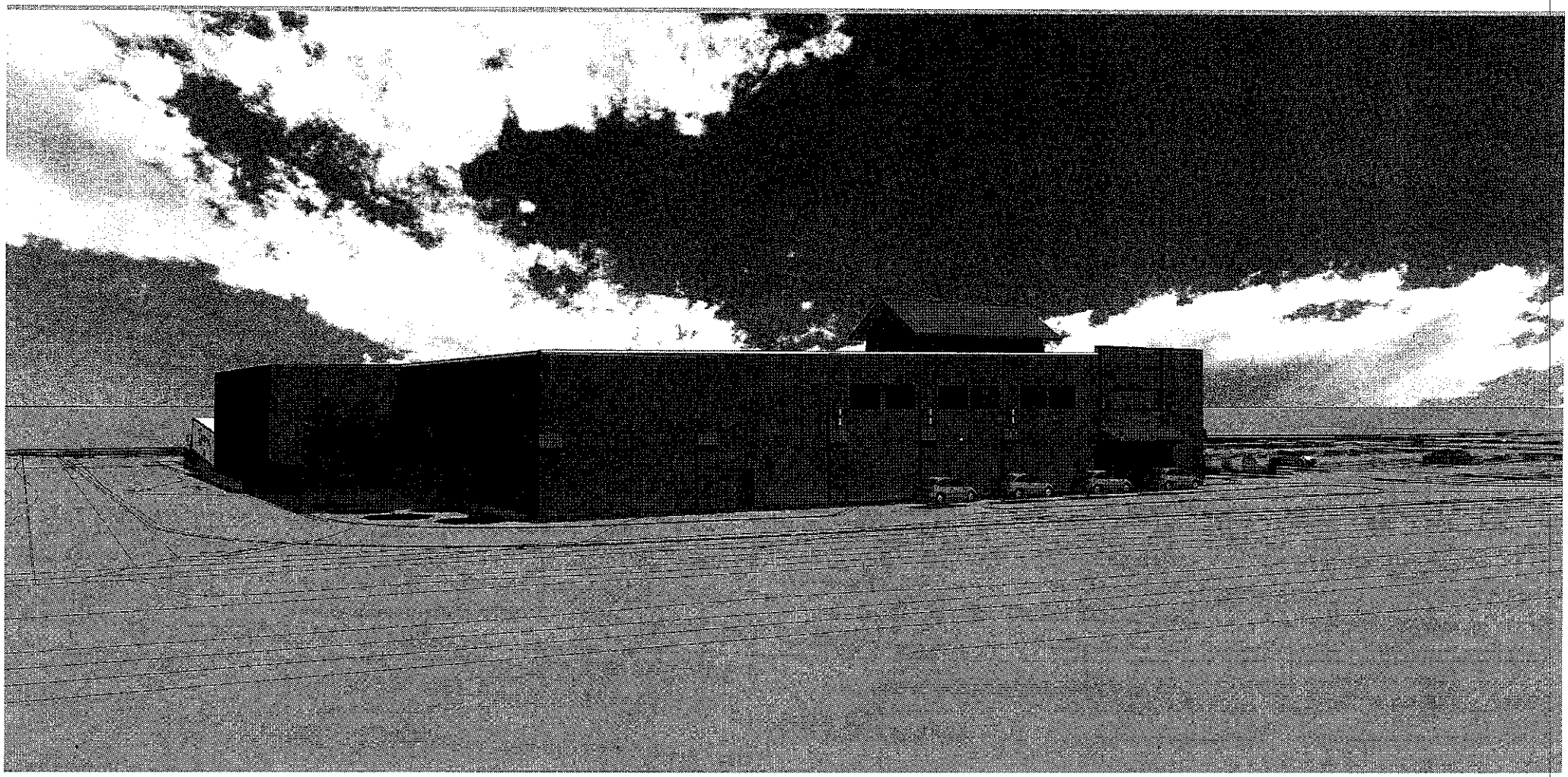
Appearance Approved
via Res. 2015-253



Revised Appearance 7.25.2016

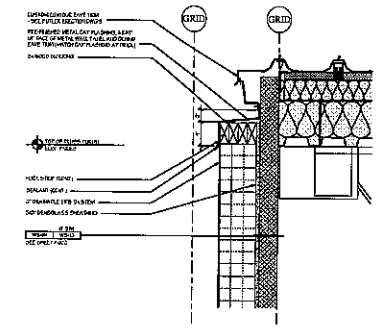


Revised Appearance 7.25.2016

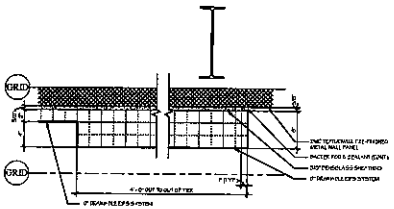


NORTHWEST PERSPECTIVE

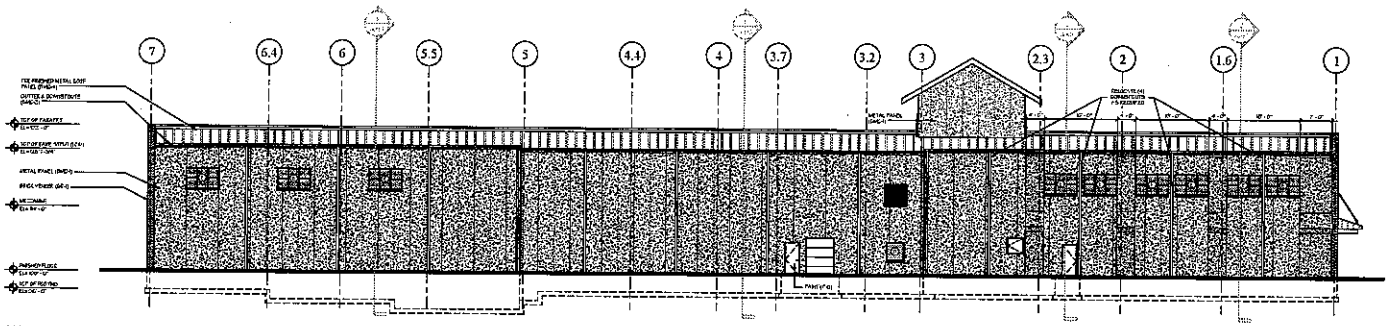
WEST PERSPECTIVE



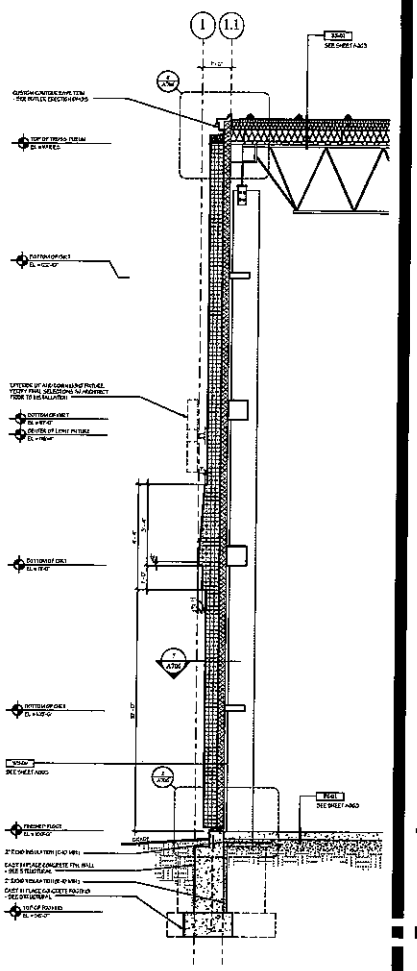
6 DETAIL
1 1/2" = 1'-0"



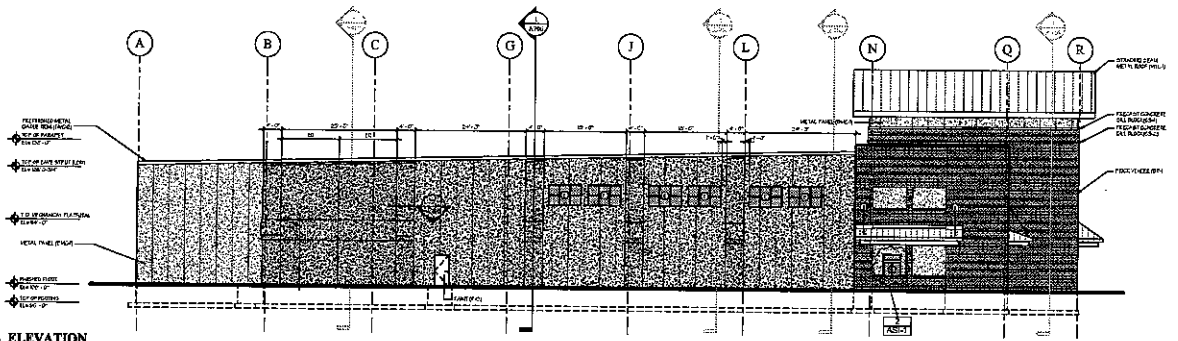
5 DETAIL
1 1/2" = 1'-0"



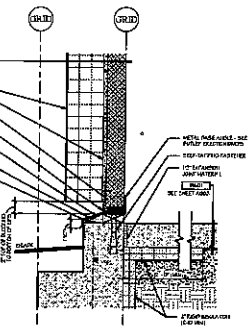
3 ELEVATION
3/32" = 1'-0"



1 WALL SECTION
1/2" = 1'-0"



4 ELEVATION
3/32" = 1'-0"



2 DETAIL
1 1/2" = 1'-0"

COBORN'S
2015 GROCERY STORE
ISANTI, MN

RICE

REVISIONS

DRAWN BY: WEB
DATE: 07.25.16

SHEET TITLE
Exterior Elevations

SHEET NO.
A706

K.5.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer & City Council

From: Don Lorsung, City Administrator

Date: July 27, 2016

Subject: Resolution Approving the Use of Securities in Lieu of Retainage for the 2016 Wastewater Treatment Facility Improvements

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The WWTP Project Contractor, Gridor Construction, has made a request to use pledged securities instead of traditonal retainage for this project (see attached letter). Under this arrangement the Contractor places the customary retainage of 5% of the contract amount in securities (type of security defined by State law) and pledges those to the City. The securities cannot be drawn on by the Contractor, unless released by the City. With the use of securities, the City would not keep 5% retainage from the pay requests from to the Contractor. At the end of the project, the amount of securities pledged are reduced by completion of punch list and final project items. Upon project closeout, the remaining securities are completely released.

With the change in MN Statutes (Year 2000 Session), it is the Contractor's right to use securities versus retainage. This has been verified by the City Attorney and LMC. This has been reviewed by the Finance Committee.

Attached for your consideration is a Resolution that provides parameters and would allow the use of securities by Gridor Construction in lieu of retainage for the 2016 WWTF Improvements.

RESOLUTION No. 2016-XXX

RESOLUTION APPROVING THE USE OF SECURITIES IN LIEU OF RETAINAGE FOR THE 2016 WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS, the City has required that 5% of the bid cost of construction be retained from progress payments from construction projects until the project is closed out and all punchlist and final project items are completed; and

WHEREAS, Minnesota Statues Chapter 15.73, allows Contractors at their discretion to provide an alternate form of retainage for construction projects; and

WHEREAS, the contractor for the 2016 Wastewater Treatment Plant Facility Improvements, Gridor Construction, has requested use of an allowed alternate form of retainage in the form of pledged securities, as allowed by law. The contractor is willing to pledge $148,000 (5% of contract amount) to the City of Isanti. This request has been reviewed by the City Attorney and Finance Committee:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, to approve the proposed use of pledged securities by Gridor Construction as retainage for the 2016 Wastewater Treatment Facility Improvements, with the following conditions:

1) The Contractor provides a Letter that provides an account for the City of Isanti from an authorized broker that pledges securities, in a form as authorized by MN Statutes 15.73, in the amount of $148,000 with the following requirements.

    a. Gridor Construction (Depository) shall fund and authorize an account in the name of the City of Isanti, Minnesota (Public Entity) by Wells Fargo Advisors (Broker).
    b. All securities shall be in a form in accordance with State and Federal laws and Statutes. It shall be the Depository's responsibility to comply with that requirement.
    c. All costs and expenses of the safekeeping and handling of the securities shall be borne by the Depository.
    d. All interest accrued in the securities in the account will be credited to the account of the Depository.
    e. At a minimum, quarterly, the Broker shall send to the Public Entity statements regarding the account.
    f. Securities pledged shall not be released without prior written consent of the Depository, as reviewed and approved by the City Administrator.
    g. The Depository is allowed to make substitutions of securities with similar quality and value without first obtaining specific authority form the Public Entity to do so. The Broker shall send to the Public Entity receipts describing any substitution.

h. Upon final completion of all Project duties, in accordance with the contact documents and final approval and acceptance of the project by the Public Entity, the Public Entity agrees to release such securities as remain in the account.
i. In event of Project Default by the Depository, as determined by the Public Entity pursuant to the contract documents, the securities held in the account and the accrued interest thereon shall be released by the Broker to the Public Entity upon its request and without the consent of the Depository.

Adopted by the Isanti City Council this 3rd day of August, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

GRIDOR CONSTR., INC.

3990 27th St Se
Buffalo, MN 55313

(763) 746-9070
(Fax) 559-3736

Improving America's Water Quality since 1970

June 30, 2016

Mr. Paul Saffert, P.E.
Bolton & Menk
7533 Sunwood Drive NW, #206
Ramsey, MN 55303

RE: Wastewater Treatment Facility Improvements Project
Isanti, Minnesota
Bolton & Menk Project No. R13.109638

Dear Mr. Saffert:

Gridor requests to provide the City of Isanti with securities such as bonds owned by the federal government or as required by Minnesota statutes in lieu of retainage. Gridor would be willing to pledge approximately $ 148,000.00 (5% of contract amount) to the City of Isanti. We would make the full pledge as soon as the Owner approves of the securities in lieu of retainage.

Gridor has previously pledged securities with many cities in Minnesota, actually this is our preferred method of retainage in Minnesota. Gridor's preferred agent for the securities would be Wells Fargo Advisors, Minnetonka, Minnesota. We currently own bonds that are approved by the state treasurer in the desired amount. This will be the same process as used on other similar projects in Minnesota cities, such as Aurora, Mankato, St. Francis and Brainerd to name a few.

Enclosed for your convenience are the Minnesota statutes regarding retainage. Also enclosed are samples of the forms used at a similar project in Big Lake, Minnesota. We would like to have this approved prior to our first pay request. Please advise if the owner accepts this proposal of securities in lieu of retainage. Feel free to contact me with any concerns. My direct dial phone number is #763-746-9077 or email me at jason@gridor.com.

Sincerely,

Jason Theisen
Project Manager

Enclosures

cc. Steve Lee

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: August 3, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 2, Block 3, Villages on the Rum Common Interest Community Number 6**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 2, Block 3, Villages on the Rum CIC No. 6 for the construction of a 1018 square foot single family residential home at 1012Pleaseant View Ct. NW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of July 26, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 2, Block 3, Villages on the Rum Common Interest Community Number 6

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 2, Block 3, Villages on the Rum Common Interest Community Number 6

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 2, Block 3, Villages on the Rum Common Interest Community Number 6 (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of July 26, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 3rd day of August 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of August, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1018 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1018 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of August, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)**ss.**
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of August, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 2, Block 3, Villages on the Rum Common Interest Community Number 6

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council Members**

From: Lindsey McInnis, Human Resources/City Clerk

Date: July 28, 2016

Subject: Consider Acceptance of Resolution Approving the Authorization of Retaining Services from David Drown Associates, Inc. for Finance Director Recruitment Search

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Background:
The City of Isanti's Finance Director position has been vacant since March 2016. The vacant position has been posted on two separate occasions. First, in March 2016 and second in June 2016. Both recruitment processes did not yield candidates that staff was confident would provide the qualifications the City needs in this role. Staff has expanded our advertising efforts, in a much larger capacity than has been used in the past, and still has not obtained a satisfactory candidate pool. Personnel Committee has discussed the option of using a Recruiting Firm to assist in the candidate search. Per Personnel Committees direction, the Human Resource/City Clerk obtained quotes and proposals from three recommended Recruiting Firms. After discussions with each firm, one final representative was brought in to discuss in further detail regarding the search process.

Recommendation:
The Personnel Committee recommends retaining services from Mr. Gary Weiers with David Drown Associates, Inc. It is recommended to obtain the service with a two-year guarantee, which results in a cost of $16,000. The cost would be budgeted from the General Fund account.

City Council Action Requested:
Acceptance of Resolution Authorizing Staff to Retain Services from David Drown Associates, Inc. for Finance Director Recruiting Services

Attachments:

- David Drown Associates, Inc. Proposal Document
- Resolution 2016-XXX - Approving the Authorization of Retaining Services from David Drown Associates, Inc. for Finance Director Recruitment Search

DDA
David Drown Associates, Inc.

Faribault Office:
1327 Merrywood Court
Faribault, MN 55021
(612) 920-3320x109 | fax: (612) 605-2375
gary@daviddrown.com
www.daviddrown.com

Sent via email only

July 28, 2016

Ms. Lindsey McInnis
Human Resources/City Clerk
City of Isanti
110 1st Ave NW.
Isanti, MN 55040

Dear Ms. McInnis,

David Drown Associates (DDA) is pleased to submit a proposal to assist the City of Isanti with the search for your next Finance Director. Our firm has extensive experience with local governments, and we thoroughly understand the complexities faced by City Councils in Minnesota.

We are committed to providing the most professional service and making sure our clients receive the services they want and need. DDA is a small firm by design. We do not have a vast organizational hierarchy to support, and, as a result, we are able to provide cost effective services to our clientele.

The attached proposal includes several elements that set us apart in our approach to providing this service. Highlights include:

- Knowledge: Our firm comprehensively understands local government in Minnesota, especially in greater Minnesota.
- Communication: We will be on site 3-5 times throughout the search process and will provide weekly email updates to the City Council throughout the process.
- Adherence to deadlines: When the Council adopts a deadline, DDA will meet it.
- Background check process: Instead of doing a comprehensive background check on a single finalist, we do a comprehensive background and reference check on all finalists interviewed by the Council.
- Work Personality Index: Each finalist will receive a Work Personality Index, and the Council will receive a full report of the results on each person.
- Intellectual Profile: Each finalist will receive an intellectual profile
- Our approach is fresh and uniquely focused on meeting your individual needs.

Thank you for your consideration.

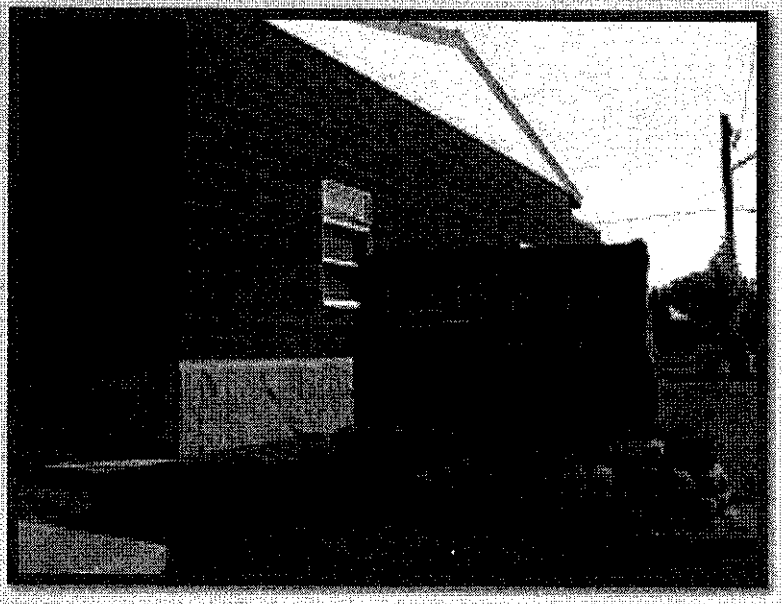
Sincerely,

Gary Weiers

Gary Weiers
David Drown Associates

Enclosure

DAVID DROWN ASSOCIATES, INC.



Proposal for the City of Isanti

Finance Director Search

July 28, 2016

DDA
David Drown Associates, Inc.

Contents of the Proposal

- Description of the Firm
- Approach to the Process
- Service Team
- Timeline
- Process Details
- References
- Fees
- Assurance

Description of the Firm

For 18 years, David Drown Associates (DDA) has provided Financial Solutions, Tax Increment Financing, Economic Development, Strategic Planning, Executive Searches, and other services to cities and counties throughout Minnesota. With over 435 local government clients, we have a deep understanding of the workings of local government in Minnesota. We are currently in various stages of searches for the Cities of Baxter, Lake City, Motley, and Willmar Municipal Utilities. A list of completed searches from the past two years is included later in the proposal.

Approach to the Process

Our approach to this search will be to focus on finding the best fit for the City of Isanti. This is accomplished, first and foremost, by listening to what you are saying, understanding your goals and objectives, and building the search process off of that foundation.

After gathering background information, we comprehensively advertise the position and make sure that the posting gets into the hands of prospective candidates. In some cases, those persons are not active job seekers, so we will make every effort to find those folks through direct outreach efforts.

After the posting closes, an analysis of candidates will occur with designated staff or a hiring committee. Once finalists are selected, they will be fully researched, and all necessary hiring information will be available prior to the City Council making a decision.

Communication is a high priority. In addition to Gary Weiers being on site regularly, the City Council will receive weekly email updates, and he will always be available for questions.

GARY WEIERS

Our team will be led by Gary Weiers. He joined DDA in 2013 after completing over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County, and worked as a Social Service Supervisor in Mower and Sherburne Counties. Gary received his bachelor's degree from the University of St. Thomas, and has honed his skills by working his way up from an entry level social worker position to be the head of a $50 million organization with over 350 employees.

Gary will be assisted by firm President David Drown, but the vast majority of work will be directly performed by Gary. It is likely that Gary will be the only person from DDA that you will see throughout the course of the search. In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work.

"Gary Weiers has done a fantastic job for us. He communicated with us throughout the process and kept it moving forward. Gary fit in with our culture immediately and helped make this very important process fun."

-Steve Stotko
Mayor of Winsted, Minnesota

DAVID DROWN

David Drown is the President of DDA and founded the company 18 years ago to provide a wide array of services in a cost effective, efficient and professional manner, and to enhance the quality of services to cities and counties in Minnesota.

The vast majority of our work is done in outstate Minnesota, and as a result, we have a deep understanding of the unique needs of cities throughout Minnesota. David will lend professional support and input where needed.

TENTATIVE TIMELINE

This timeline is tentative. The final timeline will be set after the City Council's decision to proceed.

ITEM	TASK	COMPLETION DATE
Council decision to proceed		August 3, 2016
Information gathering	♦ Meet individually with City Council or Personnel Committee members ♦ Meet with Administrator ♦ Gather all pertinent background information ♦ Gather salary information and review job description	August 10, 2016
Advertisement	Develop a position profile	August 17, 2016
Approve advertisement	City designated person or committee approves profile	August 22, 2016
Candidate recruitment	♦ Post position immediately upon approval of profile ♦ Comprehensively advertise ♦ Email and phone calls to prospective candidates	August 23– September 20, 2016
Screening and selection of finalists	DDA with City Administrator and Personnel Committee will screen each applicant and select candidates for interviews.	September 21, 2016
Background check of all finalists selected for interviews	Includes: ♦ Criminal background: county, state, national ♦ Sex offender registry ♦ Social Security number verification ♦ Employment and education verification ♦ Credit Check	October 5, 2016
Reference check on all finalists	DDA will conduct reference checks with current and former employers on all finalists	October 5, 2016
Personality index	DDA will administer a work related personality index to all finalists	October 5, 2016
Intellectual profile	DDA will administer an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude	October 5, 2016
Presentation of finalists	DDA will present the Personnel Committee or Council the following information: ♦ Summary of references ♦ Results of background checks ♦ Personality index reports ♦ Resumes, etc.	October 11, 2016
Interviews	DDA will prepare all interview materials and be present at all interviews and other functions. It is recommended that interviews be at a special meeting	October 18, 2016
Decision	Personnel Committee or City Council will select candidate for offer	October 19, 2016
Offer and agreement	DDA will negotiate agreement with selected person	October 20, 2016
Projected start date	New Finance Director begins	November 21, 2016
Follow up	DDA will follow up periodically with the new Finance Director	November 2017

PROCESS DETAILS

Step 1: Information Gathering

DDA will gather all pertinent background information regarding the position and meet individually with each member of the Personnel Committee, the City Administrator, and others determined by the City.

Step 2: Development of Position Profile

DDA will develop a position profile for the position. A draft will be presented to the City Administrator and Personnel Committee for consideration and approval prior to advertising.

Step 3: Advertisement and Recruitment

DDA will comprehensively advertise the position and make direct contact with possible candidates who are not active job seekers. Some of the places that the position will be advertised include: League of Minnesota Cities, the Minnesota Clerks and Finance Officers Association, Minnesota Association of City/County Managers, Minnesotaworks.net, Minnesota Government Finance Officers Association, MN Association of CPA's, the Association of Minnesota Counties, and municipal associations in Iowa, Wisconsin, North Dakota, and South Dakota. Advertisement will also be done in local newspapers as directed by the City.

Step 4: Initial Screening and Review

DDA with the City Administrator and Personnel Committee will complete an analysis of every application received. The Administrator and Personnel Committee will select finalists for interviews.

Step 5: Selection

After the finalists are determined, DDA will complete comprehensive background screenings including criminal history, employment history, verification of education, driver's license review, credit check, and other items. All finalists will complete a position specific questionnaire that will be shared with the Council. Along with background checking all finalists, we will check employment references on each person. Simultaneously, we will administer a work oriented personality index and Intellectual profile. This information can prove very helpful in determining the right fit for the City of Isanti.

Prior to the final interview, the Personnel Committee or City Council will receive a report including resumes, a summary of initial interviews, background check results, reference information, intellectual profile and a work personality report.

Also, DDA will prepare questions and participate fully in all interviews and other activities the City determines appropriate.

Step 6: Offer

After interviews are complete, we will assist the Personnel Committee or City Council with deliberations and facilitate the offer to the selected candidate. We will negotiate the terms with the candidate based on the parameters established by the City Council.

List of Search Clients From the Past Two Years

Entity	Type of Search	Entity	Type of Search
Rice County, MN	Administrator	City of Marshall, MN	Administrator
City of Fergus Falls, MN	Administrator	City of Northfield, MN	Administrator
City of Winona, MN	Manager	City of Lake City, MN	Administrator
City of Willmar, MN	Administrator	City of Montrose, MN	Clerk/Treasurer
Jackson County, MN	Coordinator	City of Pequot Lakes, MN	Administrator
Winona County, MN	Administrator	City of Little Falls, MN	Administrator
City of Winsted, MN	Administrator	Steele County, MN	Administrator
City of Northfield, MN	Engineer/PW Director	City of Cokato, MN	Administrator
City of Cokato, MN	Clerk	City of Howard Lake, MN	Administrator
Chippewa County, MN	Family Services Director	Pope County, MN	Coordinator

In addition to the specific references listed on the following page, the City of Isanti is encouraged to speak with any of the entities listed above.

DDA is currently conducting searches for the Cities of Baxter, Lake City, Motley, and Willmar Municipal Utilities

Fees

This proposal represents a full service Finance Director search. The fee for the search process is $16,000. This all-inclusive fee covers professional services and all expenses including travel, advertising, personality index, intellectual profile background checks on all finalists, etc.

Assurance

If during the first 24 months of employment the newly hired Finance Director leaves the organization, DDA will complete another search without professional service fees. Only actual expenses will be billed to the City.

REFERENCES

Greg Zylka
Mayor, City of Little Falls
Administrator Search
Phone Number: 320-360-3584
Email: gzylka@charter.net

Mike Hartwell
HR Director, City of Fergus Falls
Administrator Search
Phone Number: 218-332-5440
Email: mike.hartwell@ci.fergus-falls.mn.us

Steve Stotko
Mayor, City of Winsted
Administrator Search
Phone Number: 320-485-2366
Email: stotko@winsted.mn.us

Erica Zweifel
Council Member, City of Northfield
Administrator Search
Phone Number: 507-663-7131
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Pete Zimmerman
Mayor, City of Howard Lake
Administrator Search, Organizational Planning
Phone Number: 952-457-4503
Email: pzimmerman@ci.orono.mn.us

Michelle Mahowald
HR Manager, City of Northfield
Administrator Search
Phone Number: 507-645-3012
Email: michelle.mahowald@ci.northfield.mn.us

Scott Rachels
Council Member, Fergus Falls
Administrator Search
Phone Number: 218-770-9290
Email: scott.rachels@ci.fergus-falls.mn.us

Galen Malecha
Commissioner, Rice County
Administrator Search
Phone Number: 507-645-6041
Email: gmalecha@co.rice.mn.us

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING THE AUTHORIZATION OF RETAINING SERVICES FROM DAVID DROWN ASSOCIATES, INC. FOR FINANCE DIRECTOR RECRUITMENT SEARCH

WHEREAS, the City of Isanti has had a vacancy in the Finance Director position since March 2016; and,

WHEREAS, with two separate recruitment processes the City has been unsuccessful in obtaining a qualified candidate pool; and,

WHEREAS, the Personnel Committee reviewed this matter and recommends using the services of a recruitment firm; and,

WHEREAS, the top recruitment firm that has been selected to conduct this search was Mr. Gary Weiers with David Drown Associates, Inc.; and,

WHEREAS, the cost of the executive search process is $16,000 with a guarantee of services; and,

WHEREAS, the Personnel Committee recommends retaining service with David Drown Associates, Inc.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that Staff is authorized to retain services from Mr. Gary Weiers with David Drown Associates, Inc. and is to begin the executive search as soon as possible upon approval. Funding for these services shall come from the General Fund.

This resolution was duly adopted by the Isanti City Council this 3rd day of August, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council Members**

From: Lindsey McInnis, Human Resources/City Clerk

Date: July 29, 2016

Subject: Restructuring of Positons

Background:
At the April 5th, 2016 City Council meeting, the Organizational Staffing Plan Chart was discussed and approved. Within that Organization Staffing Chart was the restructuring of three positions set to occur in 2017. Those positions are: moving the current Accounting Clerk position to Assistant Finance Director, moving the currently Utility Billing Clerk position to Utility Billing/Accounting Clerk and moving the current Receptionist/Data Entry/Utility Clerk to Receptionist/Utility Billing Clerk. With the continuous growth of responsibilities within the Finance/Administration department the Personnel and Finance Committee finds that it would be in the best interest of the City to enact this restructuring sooner rather than later. Also, with the recent resignation of our current Accounting Clerk, JoAnn Welcome the Personnel Committee recommended the restructure prior to filling any vacancy. The restructuring of the positions will involve more cross training, and know-how of each position, as well as more shared responsibilities between the positions.

Restructuring of Positions:
The Finance Committee is proposing with the restructuring of the new Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing Clerk that there is also restructuring of job points and salary ranges to reflect these changes.

Points are determined using the Minnesota State Job Match/Job Evaluation System from Minnesota Management and Budget. The evaluation system focuses on the responsibilities of know-how, problem solving and accountability skills required to do the job. The determination of points takes into consideration the split of positions and job responsibilities, as well as the expected percentage of time tasks take throughout a typical work day. The salary scales were adjusted to most accurately fit within the City of Isanti pay schedule with the new job points, while reflecting comparable market value.

The Personnel Committee discussed the role of the Accounting Clerk and the added responsibilities as it relates to assisting the Finance Director. The committee believes these job responsibilities should be reflected within the job description, and that appropriate job title, job points and salary range are necessary.

The current Accounting Clerk has the following job points and salary range:
Accounting Clerk
Points: 183
Range: $42,053.40 - $51,920.67

Proposed Assistant Finance Director
Points: 233
Range: $46,048.47-$56,853.14

The current Utility Billing Clerk position was discussed, and with the significant increase in accounts payable, as well as the added growth that the City has had, has resulted is additional work within the Accounting Clerk (new Assistant Finance Director) position. The intent of having individuals cross trained throughout this area, and evening out the workload of the accounting area results in increasing the responsibilities of the Utility Billing Clerk position. The new Utility Billing/Accounting Clerk position will be responsible for providing direct assistance to the Assistant Finance Director on a daily basis and performing those job duties in their absence.

The current Utility Billing Clerk has the following job points and salary range:
Utility Billing Clerk
Points: 152
Range: $34,569.04 - $42,680.22

Proposed Utility Billing/Accounting Clerk
Points: 173
Range: $37,680.26-$46,521.43

Finally, the current Receptionist/Data Entry/Utility Clerk position was evaluated. As the Utility Billing/Accounting Clerk position will be accepting additional responsibilities, more Utility Billing tasks will be provided to the Receptionist. The City's intention is the have cross training and the ability to have these three aforementioned positions fill in and support one another as needed. The previous Receptionist/Data Entry/Utility Clerk previously had some minor Utility Billing responsibilities, but the new Receptionist/Utility Billing position will take on additional responsibilities within the Utility Billing area.

The current Receptionist/Data Entry/Utility Clerk has the following job points and salary range:
Receptionist/Data Entry/Utility Clerk
Points: 144
Range: $33,338.26-$41,160.65

Proposed Receptionist/Utility Billing Clerk
Points: 150
Range: $34,671.79-$42,807.07

The recommended changes to the job points and salary ranges for the aforementioned positions are attached as 'Exhibit A' to the proposed resolution.

The recommended changes to the job descriptions for the aforementioned positions are attached as 'Exhibit B' to the proposed resolution.

Recommendation:
The Finance and Personnel Committees recommend the approval of the restructuring of the Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing positions along with the revised job points, job descriptions and salary ranges.

Attachments:

- Resolution 2016-XXX – Resolution Approving the Restructuring of the Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing Clerk Positions (Revised Job Descriptions, Points and Salary Ranges)
- Exhibit A: Proposed Job Points and Salary Ranges
- Exhibit B: Proposed Revised Job Descriptions

Exhibit A

Proposed Changes to 2016 Job Classification Wage Scale

JOB TITLE	POINTS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
City Administrator	864	$7,436.65	$7,727.47	$8,018.28	$8,309.10	$8,599.92	$8,890.74	$9,181.56
per hour		$42.90	$44.58	$46.26	$47.94	$49.61	$51.29	$52.97
per pay period		$3,432.30	$3,566.52	$3,700.75	$3,834.97	$3,969.19	$4,103.42	$4,237.64
per year		$89,239.76	$92,729.59	$96,219.41	$99,709.23	$103,199.06	$106,688.88	$110,178.70
Finance Director	665	$6,497.61	$6,751.71	$7,005.81	$7,259.90	$7,514.00	$7,768.10	$8,022.19
per hour		$37.49	$38.95	$40.42	$41.88	$43.35	$44.82	$46.28
per pay period		$2,998.90	$3,116.17	$3,233.45	$3,350.72	$3,468.00	$3,585.28	$3,702.55
per year		$77,971.36	$81,020.52	$84,069.68	$87,118.84	$90,168.00	$93,217.16	$96,266.32
Public Services Director/Asst. City Administrator	650	$6,263.87	$6,508.83	$6,753.78	$6,998.74	$7,243.70	$7,488.65	$7,733.61
per hour		$36.14	$37.55	$38.96	$40.38	$41.79	$43.20	$44.62
per pay period		$2,891.02	$3,004.07	$3,117.13	$3,230.19	$3,343.24	$3,456.30	$3,569.36
per year		$75,166.47	$78,105.94	$81,045.41	$83,984.88	$86,924.35	$89,863.82	$92,803.29
Police Chief	643	$6,095.16	$6,333.52	$6,571.88	$6,810.24	$7,048.59	$7,286.95	$7,525.31
per hour		$35.16	$36.54	$37.91	$39.29	$40.66	$42.04	$43.42
per pay period		$2,813.15	$2,923.16	$3,033.17	$3,143.19	$3,253.20	$3,363.21	$3,473.22
per year		$73,141.94	$76,002.24	$78,862.54	$81,722.84	$84,583.14	$87,443.44	$90,303.73
Public Services Director	604	$5,901.84	$6,132.64	$6,363.44	$6,594.24	$6,825.03	$7,055.83	$7,286.63
per hour		$34.05	$35.38	$36.71	$38.04	$39.38	$40.71	$42.04
per pay period		$2,723.93	$2,830.45	$2,936.97	$3,043.49	$3,150.02	$3,256.54	$3,363.06
per year		$70,822.08	$73,591.66	$76,361.24	$79,130.82	$81,900.40	$84,669.98	$87,439.56
Public Works Director	525	$5,515.11	$5,730.78	$5,946.45	$6,162.13	$6,377.80	$6,593.48	$6,809.15
per hour		$31.82	$33.06	$34.31	$35.55	$36.80	$38.04	$39.28
per pay period		$2,545.43	$2,644.98	$2,744.52	$2,844.06	$2,943.60	$3,043.14	$3,142.69
per year		$66,181.27	$68,769.37	$71,357.46	$73,945.55	$76,533.65	$79,121.74	$81,709.84
Community Development Director	511	$5,507.16	$5,722.52	$5,937.89	$6,153.25	$6,368.61	$6,583.98	$6,799.34
per hour		$31.77	$33.01	$34.26	$35.50	$36.74	$37.98	$39.23
per pay period		$2,541.77	$2,641.16	$2,740.56	$2,839.96	$2,939.36	$3,038.76	$3,138.16
per year		$66,085.91	$68,670.28	$71,254.65	$73,839.01	$76,423.38	$79,007.74	$81,592.11
Economic Development Director	417	$5,450.21	$5,663.34	$5,876.48	$6,089.62	$6,302.75	$6,515.89	$6,729.03
per hour		$31.44	$32.67	$33.90	$35.13	$36.36	$37.59	$38.82
per pay period		$2,515.48	$2,613.85	$2,712.22	$2,810.59	$2,908.96	$3,007.33	$3,105.70
per year		$65,402.49	$67,960.13	$70,517.77	$73,075.41	$75,633.05	$78,190.69	$80,748.33
Police Lieutenant	394	$4,763.36	$4,949.64	$5,135.92	$5,322.20	$5,508.47	$5,694.75	$5,881.03
per hour		$27.48	$28.56	$29.63	$30.70	$31.78	$32.85	$33.93
per pay period		$2,198.48	$2,284.45	$2,370.42	$2,456.40	$2,542.37	$2,628.35	$2,714.32
per year		$57,160.38	$59,395.70	$61,631.02	$63,866.34	$66,101.67	$68,336.99	$70,572.31
Liquor Store Manager	358	$4,721.35	$4,905.98	$5,090.61	$5,275.25	$5,459.88	$5,644.52	$5,829.15
per hour		$27.24	$28.30	$29.37	$30.43	$31.50	$32.56	$33.63
per pay period		$2,179.08	$2,264.30	$2,349.51	$2,434.73	$2,519.95	$2,605.16	$2,690.38
per year		$56,656.16	$58,871.77	$61,087.37	$63,302.98	$65,518.58	$67,734.18	$69,949.79
Police Investigator	297	$4,296.41	$4,464.43	$4,632.44	$4,800.46	$4,968.48	$5,136.49	$5,304.51
per hour		$24.79	$25.76	$26.73	$27.69	$28.66	$29.63	$30.60
per pay period		$1,982.96	$2,060.50	$2,138.05	$2,215.60	$2,293.14	$2,370.69	$2,448.23
per year		$51,556.93	$53,573.12	$55,589.32	$57,605.51	$59,621.70	$61,637.90	$63,654.09
Building Official	280BO	$4,216.79	$4,381.69	$4,546.60	$4,711.50	$4,876.40	$5,041.30	$5,206.21
per hour		$24.33	$25.28	$26.23	$27.18	$28.13	$29.08	$30.04
per pay period		$1,946.21	$2,022.32	$2,098.43	$2,174.54	$2,250.65	$2,326.76	$2,402.86
per year		$50,601.49	$52,580.32	$54,559.15	$56,537.98	$58,516.81	$60,495.64	$62,474.46
Human Resources/City Clerk	280	$4,633.47	$4,814.66	$4,995.86	$5,177.06	$5,358.26	$5,539.45	$5,720.65
per hour		$26.73	$27.78	$28.82	$29.87	$30.91	$31.96	$33.00
per pay period		$2,138.52	$2,222.15	$2,305.78	$2,389.41	$2,473.04	$2,556.67	$2,640.30
per year		$55,601.60	$57,775.97	$59,950.33	$62,124.70	$64,299.06	$66,473.43	$68,647.79
Community Events Manager/Parks Coordinator	242	$3,875.56	$4,027.12	$4,178.68	$4,330.23	$4,481.79	$4,633.35	$4,784.91
per hour		$22.36	$23.23	$24.11	$24.98	$25.86	$26.73	$27.61
per pay period		$1,788.72	$1,858.67	$1,928.62	$1,998.57	$2,068.52	$2,138.47	$2,208.42
per year		$46,506.71	$48,325.40	$50,144.10	$51,962.80	$53,781.50	$55,600.20	$57,418.89
Assistant Finance Director	233	$3,837.37	$3,987.44	$4,137.50	$4,287.57	$4,437.63	$4,587.70	$4,737.76
per hour		$22.14	$23.00	$23.87	$24.74	$25.60	$26.47	$27.33
per year		$46,048.47	$47,849.25	$49,650.02	$51,450.80	$53,251.58	$55,052.36	$56,853.14

Community Events/Parks Coordinator	230	$3,617.08	$3,758.53	$3,899.98	$4,041.43	$4,182.88	$4,324.33	$4,465.78
per hour		$20.87	$21.68	$22.50	$23.32	$24.13	$24.95	$25.76
per pay period		$1,669.42	$1,734.71	$1,799.99	$1,865.28	$1,930.56	$1,995.85	$2,061.13
per year		$43,404.98	$45,102.38	$46,799.78	$48,497.18	$50,194.58	$51,891.98	$53,589.38
Building Inspector	230	$3,617.08	$3,758.53	$3,899.98	$4,041.43	$4,182.88	$4,324.33	$4,465.78
per hour		$20.87	$21.68	$22.50	$23.32	$24.13	$24.95	$25.76
per pay period		$1,669.42	$1,734.71	$1,799.99	$1,865.28	$1,930.56	$1,995.85	$2,061.13
per year		$43,404.98	$45,102.38	$46,799.78	$48,497.18	$50,194.58	$51,891.98	$53,589.38
Police Secretary/Administrative Assist.	183	$3,323.59	$3,453.56	$3,583.54	$3,713.51	$3,843.48	$3,973.46	$4,103.43
per hour		$19.17	$19.92	$20.67	$21.42	$22.17	$22.92	$23.67
per year		$39,883.10	$41,442.78	$43,002.45	$44,562.13	$46,121.80	$47,681.47	$49,241.15
Utility Billing/Accounting Clerk	173	$3,140.02	$3,262.82	$3,385.61	$3,508.40	$3,631.20	$3,753.99	$3,876.79
per hour		$18.12	$18.82	$19.53	$20.24	$20.95	$21.66	$22.37
per year		$37,680.26	$39,153.79	$40,627.32	$42,100.85	$43,574.38	$45,047.91	$46,521.43
Receptionist/Utility Billing Clerk	150	$2,889.32	$3,002.31	$3,115.30	$3,228.29	$3,341.28	$3,474.13	$3,567.26
per hour		$16.67	$17.32	$17.97	$18.62	$19.28	$20.04	$20.58
per year		$34,671.79	$36,027.67	$37,383.55	$38,739.43	$40,095.31	$41,689.59	$42,807.07
Code Enforcement/Zoning Technician	142	$2,715.55	$2,821.74	$2,927.94	$3,034.13	$3,140.33	$3,246.52	$3,352.72
per hour		$15.67	$16.28	$16.89	$17.50	$18.12	$18.73	$19.34
Administrative Data Clerk	125	$2,466.24	$2,562.69	$2,659.13	$2,755.58	$2,852.02	$2,948.47	$3,044.92
per hour		$14.23	$14.78	$15.34	$15.90	$16.45	$17.01	$17.57
Liquor Store Clerk II	125	$2,466.24	$2,562.69	$2,659.13	$2,755.58	$2,852.02	$2,948.47	$3,044.92
per hour		$14.23	$14.78	$15.34	$15.90	$16.45	$17.01	$17.57
Liquor Store Clerk III	125	$2,249.04	$2,336.99	$2,424.94	$2,512.89	$2,600.84	$2,688.79	$2,776.74
per hour		$12.98	$13.48	$13.99	$14.50	$15.00	$15.51	$16.02
Liq. Store Clerk less than 20	125	$1,831.77	$1,903.40	$1,975.04	$2,046.67	$2,118.31	$2,189.94	$2,261.57
per hour		$10.57	$10.98	$11.39	$11.81	$12.22	$12.63	$13.05
PT Custodian	125	$1,830.51	$1,902.09	$1,973.68	$2,045.26	$2,116.84	$2,188.43	$2,260.01
per hour		$10.56	$10.97	$11.39	$11.80	$12.21	$12.63	$13.04
Police Department		**Start**	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**
Police Officer (Union)	280	$4,234.81	$4,386.56	$4,547.24	$4,713.28	$4,884.67	$5,054.28	$5,227.46
per hour		$ 24.43	$ 25.31	$ 26.23	$ 27.19	$ 28.18	$ 29.16	$ 30.16
per year		$ 50,817.73	$ 52,638.77	$ 54,566.93	$ 56,559.36	$ 58,616.06	$ 60,651.34	$ 62,729.47
Police Officer (Non-Union)	280	$4,148.14	$4,299.90	$4,460.58	$4,626.61	$4,798.01	$4,967.61	$5,140.79
per hour		$ 23.93	$ 24.81	$ 25.73	$ 26.69	$ 27.68	$ 28.66	$ 29.66
per year		$ 49,777.73	$ 51,598.77	$ 53,526.93	$ 55,519.36	$ 57,576.06	$ 59,611.34	$ 61,689.47
Public Works		**Start**	**6 Months**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**
Maintenance Tech (Union)	188	$3,370.71	$3,501.04	$3,631.37	$3,765.27	$3,895.60	$4,027.71	$4,161.61
per hour		$ 19.45	$ 20.20	$ 20.95	$ 21.72	$ 22.47	$ 23.24	$ 24.01
per year		$ 40,448.51	$ 42,012.46	$ 43,576.42	$ 45,183.22	$ 46,747.17	$ 48,332.54	$ 49,939.34
Working Foreman/Leadman (Union)	280	$4,284.80	$4,306.22	$4,468.69	$4,632.94	$4,795.41	$4,954.30	$5,118.55
per hour		$ 24.72	$ 24.84	$ 25.78	$ 26.73	$ 27.67	$ 28.58	$ 29.53
per year		$ 51,417.60	$ 51,674.69	$ 53,624.27	$ 55,595.28	$ 57,544.86	$ 59,451.60	$ 61,422.61

NOTE: 1st step is after 6 months

Exhibit B

CITY OF ISANTI
JOB DESCRIPTION

JOB TITLE:	Assistant Finance Director
DEPARTMENT:	Administration
SUPERVISION:	Finance Director
EFFECTIVE DATE:	July 28, 2016
FLSA STATUS:	Non Exempt
HOURS WORKED:	40 hrs./wk.

DEFINITION:
The Assistant Finance Director is responsible for the daily accounting functions of the City that include but are not limited to account payables, account receivables, payroll, reports, and other various accounting duties. The Assistant Finance Director assists the Finance Director with the ongoing operations of the Finance Department. Work is performed with considerable independence, under the general supervision of the Finance Director, and is reviewed through meetings, reports, and results obtained.

SUPERVISION RECEIVED:
Works under the general supervision of the Finance Director.

SUPERVISORY FUNCTIONS:
None.

EQUIPMENT/JOB LOCATION:
Works from an office in City Hall. Equipment used includes, but is not limited to, personal computer, calculator, printer, fax machine, and copy machine.

ESSENTIAL FUNCTIONS OF THE JOB:
General Accounting

- Perform daily accounting functions pertaining to receivables and payables
- Process all weekly, monthly, quarterly, and year-end reports
- Prepares and records bank deposits
- Directs the preparation of internal monthly financial reports
- Processes monthly billing as needed

Payroll

- Performs all payroll functions
- Bi-weekly payroll processing
- Quarterly payroll processing
- Bi-weekly reports/treasurer deposits
- Prepares Quarterly Reports
- Prepares all required state and federal payroll reports on a quarterly and annual basis, including any 941's, W-2's, 1099's, PERA and State Withholding reports
- Responsible for all other payroll functions

OTHER DUTIES AND RESPONSIBILITIES

- Keeps Finance Director promptly informed of all significant matters affecting the department; attends meetings related to duties as required
- Performs the duties of Finance Director in the latter's absence
- Assists in the preparation of city budget work papers, balances and final budget report
- Assists in the implementation of additions to the financial system including accounts receivable, cash receipts, cash management, fixed assets, check management and others as needed.
- Participates in the annual external audit by assisting in the reconciliation of any discrepancies and adjustments of journal entries as needed
- Assists in providing work direction to Utility Billing/Accounting Clerk and the Receptionist/Utility Billing as needed
- Works in close association with the Finance Director, the Utility Billing/Accounting Clerk and Receptionist/Utility Billing Clerk
- Performs other related duties as assigned or apparent.
- Maintains records as related to the position's responsibilities

KNOWLEDGE/ABILITIES/SKILLS

- Possess excellent written and oral communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work.
- Knowledge and ability of use of computers and computer software that includes Banyon, Civic Systems, Excel, Word and other software applications used in municipal government.
- Ability to prepare reports and correspondence.
- Ability to read and interpret documents; including knowledge of English grammar, spelling and usage.
- Comprehensive knowledge and understanding of municipal finance and accounting principles and functions
- Knowledge of State and Federal law pertaining to position.
- Knowledge of general payroll principles.
- Knowledge and ability to maintain files and records.
- Ability to understand and follow both written and oral instructions.
- Ability to produce quantity, quality and accurate work.
- Ability to organize work and utilize work time productively and multi-task.
- Ability to work well in a fast-paced environment.
- Possess a positive attitude.
- Knowledge of general office procedures, policies, and methods.
- Possession of effective problem solving and analytical skills.
- Ability to concentrate and use reasoning and good judgment.
- Ability to perform essential functions during required hours of work.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- The employee is frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Considerable ability to use large motor skills which include standing, walking, and climbing stairs during the workday.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- The employee will lift and/or move up to 50 pounds for tasks such as folding tables, desk furniture, and setting up rooms for meetings carrying supply boxes and file drawers.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, computer deskwork, etc.

MINIMUM REQUIREMENTS

- Two year degree in accounting or closely related field.
- At least 2 – 4 years experience in the accounting field; preferable in municipal government.
- Familiarity with general municipal accounting functions
- Experience with various software computer programs and demonstrated proficiency with computer applications including Word processing and Excel spreadsheets
- Experience in an office setting and dealing with the public
- Ability to effectively communicate verbally and in writing

DESIRED QUALIFICATIONS:

- Bachelor's Degree in accounting or related field plus two years of governmental accounting; or any combination of work experience and education equivalent to the above
- Experience preparing or auditing comprehensive financial reports

NON-DISCRIMINATION STATEMENT

The City of Isanti will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation status with regard to public assistance, or any other legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Isanti reserves the right to change and/or eliminate any and all job duties if needed).

CITY OF ISANTI
JOB DESCRIPTION

JOB TITLE:	Utility Billing /Accounting Clerk
DEPARTMENT:	Administration
SUPERVISION:	Finance Director
EFFECTIVE DATE:	July 28, 2016
FLSA STATUS:	Non Exempt
HOURS WORKED:	40 hrs./wk.

DEFINITION:
Responsible for the utility billing function of the City including billing, collections, and customer service. Also provides assistance to the Assistant Finance Director for the daily accounting functions of the City that include but are not limited to account payables, account receivables, payroll, reports, and other various accounting duties.

SUPERVISION RECEIVED:
Works under the general supervision of the Finance Director.

SUPERVISORY FUNCTIONS:
None.

EQUIPMENT/JOB LOCATION:
Works from an office in City Hall. Equipment used includes, but is not limited to, personal computer, calculator, printer, fax machine, and copy machine.

ESSENTIAL FUNCTIONS OF THE JOB:

- Develops, implements, and monitors the policies, procedures, and controls for all utility billing functions.
- Responsible for monitoring and assuring compliance with all state and federal regulations governing utility billing and interpreting City ordinances and Minnesota Statutes as related to utility services.
- Assists new customers in account set-up and changeovers.
- Creates, updates, and maintains customer account files/records.
- Processes meter reading data.
- Generates monthly billings and review for completeness and accuracy; re-calculates billings which have been issued in error and adjusts as necessary.
- Processes utility payments received daily through mail, in person, or in drop boxes.
- Receives telephone calls and assists walk-in individuals concerning utility billing and other City related matters.
- Pursues collection of delinquent utility accounts, including preparation and mailing of delinquent notices, door postings, disconnection and reconnection orders, and setting up and monitoring payment arrangements.

- Processes work orders for utility disconnections, reconnections, new accounts, and other customer requests.
- Prepares delinquent account data for preparation of assessment rolls for tax certification and adjusts accounts as necessary.
- Prepares and sends notices of private well water testing requirements.
- Prepares and sends notices of policy related to water taps.
- Tracks and bills nuisance lawn charges.
- Responsible for tracking and ordering necessary supplies relating to utility billing.
- Prepares and records daily bank deposits.
- Prepares and records daily cash receipting journal entries.
- Assists in performing daily accounting functions pertaining to receivables and payables
- Prepares and records bank deposits as needed
- Aids in the preparation of monthly reporting
- Supports the Assistant Finance Director with payroll processing including biweekly reports and treasurer deposits
- Completes daily opening and closing procedures in the absence of the Assistant Finance Director
- As needed assists in the verification and posting of accounts receivable transactions to journals and computer records
- Contributes in preparing quarterly and year end reports

OTHER DUTIES AND RESPONSIBILITIES

- Performs the duties of Assistant Finance Director in the latter's absence
- Fills in for Receptionist/Utility Billing Clerk when necessary
- Supplies administrative support for City Administrator, City Clerk, and Department Heads as needed
- Performs other related duties as assigned or apparent.
- Maintains records as related to the position's responsibilities

KNOWLEDGE/ABILITIES/SKILLS

- Ability to proactively greet customers; be friendly, professional, polite and helpful in dealing with the public and employees. Represent the City in a positive and professional manner at all times.
- Possess excellent written and oral communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work.
- Knowledge and ability of use of computers and computer software that includes Civic Systems, Caselle Clarity, Banyon, Excel, Word and other software applications used in municipal government.
- Ability to prepare reports and correspondence.
- Ability to read and interpret documents.
- Knowledge of accounting principles and functions.
- Knowledge of State and Federal law pertaining to position.
- Knowledge and ability to maintain files and records.
- Knowledge of English grammar, spelling and usage.
- Ability to understand and follow both written and oral instructions.
- Ability to produce quantity, quality and accurate work.

- Ability to organize work and utilize work time productively and multi-task.
- Ability to work well in a fast-paced environment.
- Possess a positive attitude.
- Knowledge of general office procedures, policies, and methods.
- Possession of effective problem solving and analytical skills.
- Ability to concentrate and use reasoning and good judgment.
- Ability to perform essential functions during required hours of work.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- The employee is frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Considerable ability to use large motor skills which include standing, walking, and climbing stairs during the workday.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- The employee will lift and/or move up to 50 pounds for tasks such as folding tables, desk furniture, and setting up rooms for meetings carrying supply boxes and file drawers.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, computer deskwork, etc.

MINIMUM REQUIREMENTS

- Two year degree in accounting or related field.
- Two years experience in the accounting field; preferable in municipal government; more extensive experience may substitute for part of education.
- Experience in an office setting and dealing with the public.
- Experience with various software computer programs, including utility billing software.
- Ability to effectively communicate verbally and in writing.

NON-DISCRIMINATION STATEMENT

The City of Isanti will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation status with regard to public assistance, or any other legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Isanti reserves the right to change and/or eliminate any and all job duties if needed).

CITY OF ISANTI
JOB DESCRIPTION

JOB TITLE:	Receptionist /Utility Billing Clerk
DEPARTMENT:	Administration
SUPERVISION:	Finance Director
EFFECTIVE DATE:	July 28, 2016
FLSA STATUS:	Non-Exempt
HOURS WORKED:	40 hrs./wk.

DEFINITION:
To be the first point of public contact for the city, greeting walk-ins, answering phones, performing secretarial, data entry, and water & sewer clerical duties. Provide support to the Utility Billing/Accounting Clerk as needed.

SUPERVISION RECEIVED:
Works under the general supervision of the Finance Director.

SUPERVISORY FUNCTIONS:
None

EQUIPMENT/JOB LOCATION:
Works from an office in City Hall Equipment used includes, but is not limited to, personal computer, calculator, printer, fax machine, and copy machine.

ESSENTIAL FUNCTIONS PERFORMED:

- Serves as the first point of contact for public inquiries; assists the general public with questions on City services, programs and events; answer or route phone calls, provide information to the general public
- Files documents and records as related to the position.
- Orders and maintains office supplies for City staff
- Assists in Utility billing work including: making account changes, responding to inquiries and issues relating to water and sewer accounts, and meter readings.
- Assists monthly in sending out water and sewer delinquent and shut-off notices.
- Acts as a back up to Utility Billing/Accounting Clerk and processes work orders for utility disconnections, reconnections, new accounts, and other customer requests
- Maintains utility customer data base including creation and updating records as it pertains to new accounts and account changeovers
- Provides support when needed in sending annual notices of outstanding water and sewer account balances relating to potential assessment.
- Provides support to Utility Billing/Accounting Clerk by processing credit card payments by phone for utility bills
- Generates and provides necessary reports; scans and files permit-related information
- Annually sends out notices of private water well testing requirements.

- Assists in the tracking and bills of nuisance lawn charges
- Maintains records as related to the position responsibilities.
- Maintains telephone system and directory

OTHER DUTIES AND RESPONSIBILITIES:

- Performs other related duties as assigned or apparent.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to proactively greet customers; be friendly, professional, polite and helpful in dealing with the public and employees. Represent the City in a positive and professional manner at all times.
- Ability to operate a PC, software including but not limited to Word, Outlook, Excel, Clarity and Banyon and meet reasonable typing speed standards.
- Knowledge and ability to maintain files and records.
- Ability to prepare reports and correspondence.
- Knowledge of English grammar, spelling and usage.
- Possess excellent written and oral communication and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.
- Ability to understand and follow both written and oral instructions.
- Ability to read maps and give directions.
- Ability to produce quantity, quality and accurate work.
- Ability to organize work and utilize work time productively and multi-task.
- Ability to work well in a fast-paced environment.
- Possess a positive attitude.
- Must be able to socially, physically, and mentally perform all essential functions of the position in the working conditions of the position.
- Knowledge of general office procedures, policies, and methods.
- Possession of effective problem solving and analytical skills.
- Ability to concentrate and use reasoning and good judgment.
- Ability to perform essential functions during required hours of work.

PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position.

- The employee is frequently required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Considerable ability to use large motor skills which include standing, walking, and climbing stairs during the workday.
- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- The employee will lift and/or move up to 50 pounds for tasks such as folding tables, desk furniture, and setting up rooms for meetings carrying supply boxes and file drawers.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, computer deskwork, etc.

MINIMUM REQUIREMENTS:

- High school degree or equivalent.
- Experience in an office setting and dealing with the public.
- 1 – 2 years secretarial experience
- 1 – 2 years experience in municipal government or accounting preferred
- Experience with various computer software programs including Microsoft Word and Microsoft Excel; experience with Clarity and Banyon preferred.
- Ability to effectively communicate verbally and written.

NON-DISCRIMINATION STATEMENT

The City of Isanti will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation status with regard to public assistance, or any other legally protected class or status.

(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Isanti reserves the right to change and/or eliminate any and all job duties if needed).

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING THE RESTRUCTURING OF THE ASSISTANT FINANCE DIRECTOR, UTILITY BILLING/ACCOUNTING CLERK, AND RECEPTIONIST/UTILITY BILLING CLERK POSITIONS (REVISED JOB DESCRIPTIONS, POINTS AND SALARY RANGES)

WHEREAS, the job responsibilities within the Administrative/Finance department have continuously developed over the years; and,

WHEREAS, as a result the position of Accounting Clerk, Utility Billing Clerk and Receptionist/Data Entry/Utility Clerk responsibilities have changed; and,

WHEREAS, per the approved Organization Staffing Plan for 2016-2020 the three above mentioned positions were proposed to change in 2017; and,

WHEREAS, Personnel Committee had discussed implementing the proposed 2017 changes sooner due to recent departmental changes; and,

WHEREAS, the Personnel Committee has reviewed this matter and recommends the restructuring to the positions of Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing.

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

1) The revised point totals and salary ranges for the Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing positions change to the proposed point totals and ranges attached hereto as 'Exhibit A'.
2) The revised job descriptions for the Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing positions change to the proposed job descriptions attached hereto as 'Exhibit B'
3) Current Assistant Finance Director, JoAnn Welcome remains at current step 7 within the new salary range and that the new salary range becomes effective August 4, 2016 until her retirement date of October 14, 2016.
4) Current Utility Billing/Accounting Clerk, Shayna Forster will accept the promotion to Assistant Finance Director, in lieu of JoAnn Welcome's resignation per the attached resolution.
5) Current Receptionist/Utility Billing Clerk will remain at current Step 7 within the new salary range and that the new salary range becomes effective August 4, 2016.

AND FURTHERMORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota the following:

1) Human Resources/City Clerk is directed to fill the position of Utility Billing/Accounting Clerk immediately.
2) That Human Resources and the City Administrator are authorized to complete all required documentation for the completion of this restructure.

This resolution was duly adopted by the Isanti City Council this 3rd day of August, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF ASSISTANT FINANCE DIRECTOR TO SHAYNA FORSTER

WHEREAS, the City is in need of an Assistant Finance Director to replace Ms. JoAnn Welcome; and,

WHEREAS, the Personnel Committee reviewed this matter and recommends promoting Ms. Shayna Forster to be the new Assistant Finance Director; and,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Shayna Forster is promoted to Assistant Finance Director effective August 4, 2016.
2. That Forster be placed at Step 6 of the new pay range at $26.47 per hour.
3. Human Resources and the City Administrator are authorized to complete all required documentation for the completion of this promotion.
4. Human Resources/City Clerk is authorized to fill the vacant position of Utility Billing/Accounting Clerk immediately.

This resolution was duly adopted by the Isanti City Council this 3rd day of August, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

CITY OF ISANTI

L.1.

*Check Summary Register©

July 2016

AP160703

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044483	ISANTI COUNTY RECORDER	7/21/2016	$46.00
Paid Chk# 044484	ABSOLUTE PORTABLE RESTRO	7/21/2016	$2,310.00
Paid Chk# 044485	AEM FINANCIAL SOLUTIONS, LL	7/21/2016	$11,750.00
Paid Chk# 044486	ARTISAN BEER COMPANY	7/21/2016	$50.75
Paid Chk# 044487	BELLBOY CORPORATION	7/21/2016	$4,875.15
Paid Chk# 044488	BERNICK'S PEPSI-COLA	7/21/2016	$260.22
Paid Chk# 044489	BOLTON & MENK, INC.	7/21/2016	$116,035.74
Paid Chk# 044490	BRADLEY & DEIKE, P.A.	7/21/2016	$126.00
Paid Chk# 044491	CENTURYLINK	7/21/2016	$809.60
Paid Chk# 044492	CRYSTAL SPRINGS ICE	7/21/2016	$466.32
Paid Chk# 044493	DAHLHEIMER DISTRIBUTING CO	7/21/2016	$6,515.95
Paid Chk# 044494	DEPUTY REGISTRAR #90	7/21/2016	$19.75
Paid Chk# 044495	ECM PUBLISHERS, INC.	7/21/2016	$248.10
Paid Chk# 044496	FAMILY PATHWAYS	7/21/2016	$100.00
Paid Chk# 044497	FEDERATED CO-OPS, INC.	7/21/2016	$42.56
Paid Chk# 044498	GENERAL REPAIR SERVICE	7/21/2016	$412.50
Paid Chk# 044499	HARTS AUTO SUPPLY	7/21/2016	$289.43
Paid Chk# 044500	HAWKINS, INC.	7/21/2016	$6,932.50
Paid Chk# 044501	INNOVATIVE OFFICE	7/21/2016	$126.12
Paid Chk# 044502	ISANTI COUNTY RECORDER	7/21/2016	$46.00
Paid Chk# 044503	ISANTI COUNTY SHERIFF	7/21/2016	$267.14
Paid Chk# 044504	ISANTI READY-MIX, INC.	7/21/2016	$194.50
Paid Chk# 044505	ISANTI RENTAL	7/21/2016	$293.25
Paid Chk# 044506	ISANTI TIRE & AUTO CARE	7/21/2016	$886.72
Paid Chk# 044507	JOHNSON BROTHERS LIQUOR	7/21/2016	$4,176.20
Paid Chk# 044508	KAWALEK TRUCKING	7/21/2016	$88.40
Paid Chk# 044509	LEAF TOWING AND	7/21/2016	$150.00
Paid Chk# 044510	MACQUEEN EQUIPMENT, INC.	7/21/2016	$161.52
Paid Chk# 044511	MCDONALD DISTRIBUTING CO.	7/21/2016	$5,191.40
Paid Chk# 044512	MENARDS - CAMBRIDGE	7/21/2016	$326.57
Paid Chk# 044513	MINNEAPOLIS FINANCE	7/21/2016	$146.70
Paid Chk# 044514	MINNESOTA DEED	7/21/2016	$1,498.62
Paid Chk# 044515	MMBA	7/21/2016	$1,700.00
Paid Chk# 044516	MN POLLUTION CONTROL AGEN	7/21/2016	$23.00
Paid Chk# 044517	MVTL LABORATORIES, INC.	7/21/2016	$225.60
Paid Chk# 044518	NORTHWAY SPORTS	7/21/2016	$114.99
Paid Chk# 044519	NOVAK-FLECK, INC.	7/21/2016	$8,000.00
Paid Chk# 044520	PHILLIPS WINE & SPIRITS, INC.	7/21/2016	$1,266.60
Paid Chk# 044521	PREFER PAVING INC	7/21/2016	$29,950.00
Paid Chk# 044522	STRATIGAKES, NICHOLAS	7/21/2016	$1,036.00
Paid Chk# 044523	STREICHER'S	7/21/2016	$4.00
Paid Chk# 044524	TR COMPUTER SALES, LLC	7/21/2016	$2,857.83
Paid Chk# 044525	UNIVERSITY OF MINNESOTA	7/21/2016	$185.00
Paid Chk# 044526	VIKING COCA-COLA BOTTLING	7/21/2016	$136.80
Paid Chk# 044527	WATSON CO., INC.	7/21/2016	$1,359.47
		Total Checks	$211,703.00

CITY OF ISANTI

*Check Summary Register©

July 2016

AP160704

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044528	CITY OF ISANTI	7/28/2016	$8.65
Paid Chk# 044529	CONNEXUS ENERGY	7/28/2016	$4.32
Paid Chk# 044530	A-1 TIRE SERVICE, INC.	7/28/2016	$244.00
Paid Chk# 044531	AMERICAN FLAGPOLE &	7/28/2016	$757.00
Paid Chk# 044532	ASSURANT EMPLOYEE BENEFIT	7/28/2016	$430.29
Paid Chk# 044533	AUTO VALUE CAMBRIDGE	7/28/2016	$3.98
Paid Chk# 044534	BELLBOY CORPORATION	7/28/2016	$4,170.23
Paid Chk# 044535	BERNICK'S PEPSI-COLA	7/28/2016	$324.20
Paid Chk# 044536	BREAKTHRU BEVERAGE	7/28/2016	$7,063.30
Paid Chk# 044537	CAMBRIDGE TRUE VALUE	7/28/2016	$386.07
Paid Chk# 044538	CITY OF ISANTI	7/28/2016	$408.01
Paid Chk# 044539	CIVIC SYSTEMS, LLC	7/28/2016	$2,969.01
Paid Chk# 044540	CONNEXUS ENERGY	7/28/2016	$17,642.20
Paid Chk# 044541	CORYS COMPLETE	7/28/2016	$192.00
Paid Chk# 044542	CRYSTAL SPRINGS ICE	7/28/2016	$313.90
Paid Chk# 044543	DAHLHEIMER DISTRIBUTING CO	7/28/2016	$11,552.49
Paid Chk# 044544	DELTA DENTAL	7/28/2016	$3,120.80
Paid Chk# 044545	ECM PUBLISHERS, INC.	7/28/2016	$1,076.46
Paid Chk# 044546	FEDERATED CO-OPS, INC.	7/28/2016	$2,381.01
Paid Chk# 044547	FOX SERVICE COMPANY	7/28/2016	$6,000.00
Paid Chk# 044548	GARY L. FISCHLER &	7/28/2016	$2,960.00
Paid Chk# 044549	HAWKINS, INC.	7/28/2016	$5,900.00
Paid Chk# 044550	HERMAN'S BAKERY	7/28/2016	$50.00
Paid Chk# 044551	ISANTI COUNTY RECORDER	7/28/2016	$46.00
Paid Chk# 044552	ISANTI RETAIL MEATS	7/28/2016	$180.00
Paid Chk# 044553	J. J. TAYLOR	7/28/2016	$849.63
Paid Chk# 044554	JOHNSON BROTHERS LIQUOR	7/28/2016	$10,900.22
Paid Chk# 044555	JZS ISANTI, LLC	7/28/2016	$3,097.85
Paid Chk# 044556	KAWALEK TRUCKING	7/28/2016	$504.00
Paid Chk# 044557	KNIFE RIVER	7/28/2016	$31.50
Paid Chk# 044558	LUTTERMAN, JANICE	7/28/2016	$17.88
Paid Chk# 044559	MCDONALD DISTRIBUTING CO.	7/28/2016	$6,853.55
Paid Chk# 044560	MINNESOTA EQUIPMENT	7/28/2016	$415.35
Paid Chk# 044561	NORTH 65 CHAMBER OF COMM	7/28/2016	$19.00
Paid Chk# 044562	NORTH COUNTRY LAWN CARE	7/28/2016	$468.75
Paid Chk# 044563	PETERSON, KEITH E.	7/28/2016	$1,760.12
Paid Chk# 044564	PHILLIPS WINE & SPIRITS, INC.	7/28/2016	$10,525.92
Paid Chk# 044565	RED BULL DISTRIBUTION	7/28/2016	$68.50
Paid Chk# 044566	RJM DISTRIBUTING, INC.	7/28/2016	$219.80
Paid Chk# 044567	SCOUT & MORGAN BOOKS	7/28/2016	$53.97
Paid Chk# 044568	SOUTHERN GLAZERS OF MN	7/28/2016	$5,055.26
Paid Chk# 044569	STAPLES ADVANTAGE	7/28/2016	$304.44
Paid Chk# 044570	STAR	7/28/2016	$110.00
Paid Chk# 044571	STREICHER'S	7/28/2016	$87.92
Paid Chk# 044572	SUMMIT COMPANIES	7/28/2016	$72.50
Paid Chk# 044573	THORPE DISTRIBUTING CO.	7/28/2016	$130.00
Paid Chk# 044574	TITAN MACHINERY	7/28/2016	$230.26
Paid Chk# 044575	TOSHIBA FINANCIAL SERVICES	7/28/2016	$226.90
Paid Chk# 044576	USATAXPYMT	7/28/2016	$138.88
Paid Chk# 044577	VIKING COCA-COLA BOTTLING	7/28/2016	$193.80
Paid Chk# 044578	WARRING PROPERTIES	7/28/2016	$3,439.27
Paid Chk# 044579	WATSON CO., INC.	7/28/2016	$1,687.67
Paid Chk# 044580	WINE MERCHANTS	7/28/2016	$280.00
		Total Checks	$115,926.86

City of Isanti

Gross Payroll	76,704.20
Social Security & Medicare	4,285.54
Public Employees Retirement	7,800.30
Total City Expense	88,790.04

Pay Date 7-29-2016

Pay Period 16 (7/10 - 23/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
May 24, 2016
City Council Chambers

1. Meeting Opening.

A. Call to Order.
Garvey called the meeting to order at 6:00 p.m.

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jamie Bergwick, Jennifer Garvey, and Mayor Wimmer
Members Absent:	Aaron Zdon (Gave Prior Notice)
Staff Present:	Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Garvey asked if there were any agenda modifications. There were none.

Motion by Wimmer, second by Bergwick to approve the May 24th 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from April 26, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Berwick. Vote was unanimously approved.

3. Parks Tour Follow Up

Everett stated that safety concerns were addressed the following day by Public Works.

Public Works knows about the grills at Tot Lot and VFW Park and will move them as they find time.

Rum River Meadows was cleaned up the next day, the picnic has been moved back to the grass but has been moved again. Bergwick commented that they are constantly being moved.

Everett stated that we have verbal approval to stop traffic at the end of the pavement at Legacy Park but are still waiting to get written approval before we can move on installing gates. The police have been in the park doing good things. Wimmer explained that there have been a couple of arrests, a vehicle has been impounded, numerous other arrests for minors drinking, smoking, and using drugs. He was sad to see the vandalism that has taken place to the tables and trees in the park. Garvey has noticed a big improvement already.

Everett explained the Bluebird climbing equipment is down now and the new part has been ordered. The company we order through will be putting it back together. Wimmer explained that Council appropriated funds to pay for the repair so it did not take up all of the park budget. Garvey asked if other companies were approached and Everett said yes, but they all referred us back to the original company for liability reasons. The company did agree to make sure the part works before we pay for it. Garvey asked if we have gotten calls about it yet, and Everett said that she wasn't aware of any so far but anticipates them coming in with school picnics and other summer use starting up.

Everett explained that the Redbirds agreement is settled. It has been signed and they will be providing insurance and paying for lights.

Everett stated that she did find examples of other stencils for Bluebird Park. Fast Line offers a similar stencil for less than Fit and Fun Playscapes. Garvey asked to discuss the stencils. She preferred the Fit and Fun option, although it was the most expensive. Bergwick stated that the animal prints are fun for the little kids, but the Fit and Fun one will get more use. Garvey stated that it's more geared toward activity, Bergwick stated that it can also be used in a variety of locations. Garvey made a motion to purchase the Fit and Fun Nature Activity Circuit if funds allow; Bergwick seconded. It was approved unanimously.

Everett discussed the 2015 City Park Facts report by the Trust for Public Land in response to a discussion on the tour about best practices that cities should follow for their park systems. The report compares big cities on how much money they've invested in their parks and where they put their parks, but then they adjust them back so the cities are comparable to each other. It looks like there is a service that can be contracted to come out and rate your city. Even without paying for that, we can use the report to get an idea for how we're doing. Garvey stated that it is good information as a baseline.

4. Rename Tot Lot

Everett explained that "Tot Lot" isn't very descriptive for what the park offers and a new name might help it get used more. Garvey asked if all previous parks had been named through a contest; Wimmer explained that they have been named in many different ways. Garvey stated that she looked at the streets around the park for a name, but we don't want to name it Dogwood in order to make sure it isn't confused for a dog park. Everett asked if we could direct a naming contest to somewhere in particular instead of just an open to the public contest. Wimmer stated that it has been done before and wasn't very successful. There is a policy in place for naming parks, and he would like to see the public involved. Garvey asked if it could go into the Fall Isantian to advertise the contest and then by January 1 have something solidified. Wimmer explained the last time something like that had been done was for the Parks logo, and components from three different ideas were combined for the final product. Wimmer stated that it can also be advertised at the Farmer's Market. We will need to figure out if there will be a prize or not – Garvey stated that she doesn't think a prize is necessary beyond Council recognition and picture opportunity. Wimmer stated that it will tie in nicely with the history project of getting plaques at each of the parks stating their histories.

Wimmer made a motion to recommend that Council authorize a public naming contest for Isanti Tot Lot. Garvey seconded. Unanimously approved. Everett will ensure that it complies with the policy.

5. Parks Updates

Everett explained that there are lots of things happening now that summer is starting. The Grand Opening event was on Saturday; it was a fun event. We didn't see a lot of new people at the event to register for more plots, but everyone who was there had a great time. The master gardeners were there answering questions for people. Wimmer stated that the earlier meeting with all of the gardeners went really well and the garden is coming together very nicely. Everett stated that the unrented plots are marked so people can see them and decide which ones they want.

Busy Bees is coming up. There is not any one signed up at this point. Sunrise Apiaries will come out to show the different ways bees use the chambers in their hives. Participants will also make mason bee homes. Mason bees are solitary bees who like to find nooks and crannies, so we'll make a bundle of bamboo where they will come to live. Bergwick stated that Fleet Farm sells bee houses; Everett stated that it's the same idea, but you can make them yourself. The program is at 1:00 at the garden and

registration is required so we can get materials and because we have someone else coming to teach they'll know if we have any participants. Nature Detectives is the same morning – June 4 at 9:00.

Street Dances are coming up – we have banners and posters in hand for all three events. A banner will go up next week. Newspaper ads will be run as well, around June 1st an ad will be run with all three and then a week before each event we'll put one in for each specific dance. The events are also on Facebook. If people interact with the events they will get reminders on the events as well.

Farmer's Market starts on Friday. The market is averaging about 11 vendors with who is signed up so far. Our bags are in, and they will be handed out for free throughout the season. The sponsorship on the bags is updated this year. The program is called Cultivate Wellness and includes the community garden and farmers market since they fit well, they're all the same mission of getting people healthy food and active lifestyle themes. People were really excited to see the new sponsorship program.

The community garden is open for planting and people have started. It looks great. A lot of people who have three plots already, which is the max for this year, want more. They are waiting until June 1st when registration closes and then will come back to get more. Everett checked just before the meeting and there are 38 plots reserved now. Public works will cover the unused plots with straw. Everett is planning to plant baby pumpkins in the section set aside for future use. She will do this as soon as she can, weather permitting. School For All Seasons is also scheduled to go out and start planting this week in the garden; the Minnesota Center is going to be going out this week to start planning what their prairie experiment will look like.

The other construction work at River Bluff is going really well. Everett spoke with Jason from Bolton and Menk and it looks like the projects are on schedule to be done on time, if not sooner. The stairs look awesome, and there's just a little erosion control left to be done on the switchback trail. Wimmer stated that the railing will need to go on the stairs, but it looks great so far and they've done a really good job. He shared that there is one family who lived in the area for 5 or 6 years who didn't know what was back in that area and have now been able to see it and that has been really cool. Everett shared that the bridge is being used every day – people are fishing off of it, sitting on it, etc. and Public Works has installed the gates so no one can drive anything on it. Garvey asked if there are signs directing people back through the park. Wimmer explained that we are working on getting maps made; Everett explained that it is easy to follow the trails back at this point. Everett asked if we wanted to take a Park Board trip to the park; Wimmer stated that once the Park Board is full again we should do it.

6. BMX position - Council Appointment

Wimmer explained Mr. Zdon is technically the current appointee to the Rum River BMX Board, but has apparently not been able to fulfill this, and there have been a lot of interesting situations recently with the association; and in meeting with the track operator had stated that at this point we need to make it a council appointment to make sure we're getting that communication. There has been a complete breakdown of communication of what's supposed to be happening and not, he [the track operator] and the mayor agreed that it would be a great thing to do. Wimmer will make that appointment probably by the second council meeting in June. He also notified the Park, Rec and Culture Board that we have had to send a certified letter, Rum River BMX has not provided their financials from this year nor last year. Garvey asked if they were automatically supposed to do that. Wimmer explained that May 1st was the date picked by the association during the negotiation of the contract. At this point we unfortunately have to enforce the contract, Wimmer had been in contact with the track operator several times and dates when the financials were promised have now passed. He explained that the real world consequence is that the city is having a bond meeting for new work being done on the sanitary sewer system. We need to be able to prove that the group using the facility will be able to pay for the existing bond; at this point we can't do that. Wimmer hopes that he will be able to explain this, but it could cost us thousands or tens of thousands

in interest payments. The letter was sent out last Friday, and we hope to get a response quickly. They have provided these financials in the past when the building was being constructed, and it shouldn't be something that they don't already have to do for the IRS. Bergwick asked if we were recommending that they have someone on our board; Wimmer clarified that we are going to have someone on their board as part of the contract. He stated that Mr. Zdon had been serving kind of a dual role for a number of years because he was on their board, but when this appointment was made Mr. Zdon was not sure he would have enough time to fulfill the role. Wimmer was not sure if Zdon had been able to attend the meetings, but we have not had the communication.

7. Adjournment

Motion by Bergwick, second by Wimmer to adjourn the May 24, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:38 p.m.

Dated at Isanti, Minnesota this 24th day of May, 2016.

Respectfully submitted,

_____

Katie Everett
Community Events and Parks Coordinator

RESOLUTION NO. 2016-XXX

RESOLUTION TO APPROVE TEMPORARY ONE-DAY ON-SALE LIQUOR LICENSE FOR ST. ELIZABETH CATHOLIC CHURCH

WHEREAS, the City has received application for a temporary One-Day On-Sale Liquor License from St. Elizabeth Ann Seton Catholic Church; and,

WHEREAS, the applicant has paid the $50 Temporary Liquor License application fee; and,

WHEREAS, the Certificate of Liability Insurance for the event has been received by the City; and,

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that the St. Elizabeth Ann Seton Catholic Church application for a Temporary One-Day On-Sale Liquor License is approved for the following date:

Sunday, September 25, 2016

This resolution was duly adopted by the Isanti City Council this 3rd day of August 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

City of Isanti
PO Box 428
110 1st Avenue NW
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR TEMPORARY ON-SALE LIQUOR LICENSE 1-4 DAY

Fee upon Application:

- $25.00 for a one (1) day temporary on-sale liquor license
- $50.00 for a two (2) to four (4) day temporary on-sale liquor license

TYPE OR PRINT INFORMATION

NAME OF ORGANIZATION: St. Elizabeth Ann Seton	DATE ORGANIZED: 5-12-76	TAX EXEMPT NUMBER:	
STREET ADDRESS: 207 County Road 23 NW	CITY: Isanti	STATE: MN	ZIP CODE: 55040
NAME OF PERSON MAKING APPLICATION: Fr. Donald Wagner	BUSINESS PHONE: (763 444-4035	HOME PHONE: (763 645-1189	

DATES & HOURS 3.2 BEER/NONINTOXICATING LIQUOR WILL BE SOLD (1 to 4 days): 9-25-16

TYPE OF ORGANIZATION: ☐ CLUB ☐ CHARITABLE ☒ RELIGIOUS ☐ OTHER NONPROFIT

ORGANIZATION OFFICER'S NAME: Vincent Charles	ADDRESS:
ORGANIZATION OFFICER'S NAME: Karen Zabinski	ADDRESS:
ORGANIZATION OFFICER'S NAME:	ADDRESS:

Description of Event: Church fall bazzar

Location where license will be used. If an outdoor area, describe. Church back yard

Premise Address 207 Whiskey Road NW Isanti MN 55040

Name of applicant's liquor liability insurance carrier: Catholic Mutual Group

Signature: Fr. Donald J Wagner Date: July 19, 2016

APPROVAL

FOR OFFICE USE

CITY FEE AMOUNT 25.00	DATE APPROVED
DATE FEE PAID 7-19-16	LICENSE DATES
BACKGROUND CHECK APPROVED ☑ Yes ☐ No	
APPLICANT HAS MET WITH POLICE CHIEF ☐ Yes ☐ No	

CITY OF ISANTI
110 1st Avenue North - PO Box 428
ISANTI, MN 55040
763/444-5512 - Fax: 763/444-5560

PLEASE PROVIDE THE FOLLOWING INFORMATION AS A PART OF THE APLICATION FOR A TEMPORARY ON-SALE LIQUOR LICENSE:

If Minors are to be present the following information is required:

Designate Area of Event:
Beer tent is in back of church (west side). Area is self contained. Childrens games are located inside the church away from beer tent

Describe Designated Entry into the Event Area:
Entry on either side of fenced area

Describe What Controls will be Used at the Entrance (I.D. Bands etc):
Id checks made at point of sale

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
444 Cedar Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization: St. Elizabeth Ann Seton
Date organized: 5-12-76
Tax exempt number: 266991
Address: 207 Whiskey Road NW
City: Isant
State: Minnesota
Zip Code: 55040
Name of person making application: Fr. Donald Wagner
Business phone: 763-444-4035
Home phone: 763-645-1189
Date set ups will be sold: 9-25-16

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit

	Organization officer's name	City	State	Zip
X	Vincent Charles	Cambridge	Minnesota	55008
Add New Officer	Karen Zabinski	Isanti	minnesota	55040

Location where permit will be used. If an outdoor area, describe.
Back lawn of church

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Catholic Mutual Group $500,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City/County _____ Date Approved _____

City Fee Amount _____ Permit Date _____

Date Fee Paid _____

Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.

City of Isanti
110 1st Ave NW
PO Box 428
Isanti MN 55040 (763) 444-5512

Receipt No: 1.015097 Jul 19, 2016

Church of St Elizabeth Ann Seton

LICENSES & PERMITS	
9-25-16 207 Whiskey RD NW St Elzbth Ann Seton	25.00
LICENSES & PERMITS	
9-25-16 207 Whiskey RD NW St Elzbth Ann Seton	50.00
Total:	75.00
CHECK	
Check No: 2913	75.00
Payor: Church of St Elizabeth Ann Seton	
Total Applied:	75.00
Change Tendered:	.00

07/19/2016 11:47AM

L.4.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR ST. ELIZABETH ANN SETON

WHEREAS, the City has received an application for an exempt gambling permit from St. Elizabeth Ann Seton to hold a raffle event on September 25, 2016 at St. Elizabeth Ann Seton Church, 207 Whiskey Road NW, Isanti, MN; and

WHEREAS, the applicant estimates the value of prizes to be awarded is $600; and

WHEREAS, the organization benefits the community by sponsoring local events; and

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

WHEREAS, the applicant has successfully passed a background check by the Isanti Police Department.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that St. Elizabeth Ann Seton application for an exempt gambling permit is approved for the following date:

Sunday, September 25, 2016
At St. Elizabeth Ann Seton Church 207 Whiskey Road NW; and

BE IT FURTHER RESOLVED, that approval is subject to the approval for such permits under the laws of the State of Minnesota and their compliance with all laws.

This resolution was duly adopted by the Isanti City Council this 3rd day of August, 2016

_____
Mayor George A. Wimmer

Attested:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

APPLICATION FOR AN EXEMPT GAMBLING PERMIT

City of Isanti
110-1st Avenue North
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: St. Elizabeth Ann Seton

Address of Organization: 207 Whiskey Road NW Isanti MN 55040

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Name	Address	Phone No.
Fr. Donald J. Wagner	207 Whiskey Rd NW	763-444-4035

Type of Event: Church Fall Bazaar Date of event: 9-25-16

Location and address of event:

St. Elizabeth Ann Seton
207 Whiskey Road NW Isanti MN 55040

Estimated value of prizes to be awarded: $600

Name of applicant: Fr. Donald J. Wagner Applicant's phone number: 763-444-4035

Signature of applicant: Fr. Donald J Wagner

Date: 7/19/16

Approved by City Council _____ Resolution # _____

S:\Irene\Licenses\Forms\Exempt Gambling Application.docx

Recd 7/19-16
$50 paid

MINNESOTA LAWFUL GAMBLING

LG240B Application to Conduct Excluded Bingo — No Fee

ORGANIZATION INFORMATION

Organization Name: St. Elizabeth Ann Seton

Previous Gambling Permit Number:

Minnesota Tax ID Number, if any: 2150834

Federal Employer ID Number (FEIN), if any:

Mailing Address: 207 Whiskey Road NW

City: Isanti State: MN Zip: 55040 County: Isanti

Name of Chief Executive Officer (CEO): Fr. Donald J. Wagner

Daytime Phone: 763-444-4035 Email: annseton76@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **Current calendar year Certificate of Good Standing**
Don't have a copy? This certificate must be obtained each year from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name**
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

☐ **Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? ☐ Yes ☒ No

If yes, list the dates when bingo was conducted:

The proposed bingo event will be:

☒ one of four or fewer bingo events held this year. Dates: 9-25-16

-OR-

☐ conducted on up to 12 consecutive days in connection with a:

☐ county fair Dates:

☐ civic celebration Dates:

☐ Minnesota State Fair Dates:

Person in charge of bingo event: Fr. Donald Wagner Daytime Phone: 763-444-4035

Name of premises where bingo will be conducted: St. Elizabeth Ann Seton

Premises street address: 207 Whiskey Road NW

City: Isanti If township, township name: N/A County: Isanti

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Fr. Donald J. Wagner Date: July 19, 2016
(Signature must be CEO's signature; designee may not sign)

Print Name: FR. Donald J. Wagner

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:

Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***LIST OF LICENSEES***, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

City of Isanti
110 1st Ave NW
PO Box 428
Isanti MN 55040 (763) 444-5512

Receipt No: 1.015097 Jul 19, 2016

Church of St Elizabeth Ann Seton

LICENSES & PERMITS	
9-25-16 207 Whiskey RD NW St Elzbth Ann Seton	25.00
LICENSES & PERMITS	
9-25-16 207 Whiskey RD NW St Elzbth Ann Seton	50.00
Total:	75.00
CHECK	
Check No: 2913	75.00
Payor: Church of St Elizabeth Ann Seton	
Total Applied:	75.00
Change Tendered:	.00

07/19/2016 11:47AM

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING AN INCREASE IN THE MINNCO CREDIT CARD LIMIT FROM $5,000 TO $10,000

WHEREAS, pursuant to MN Statute 471.382, the Isanti City Council may authorize the use of a credit card by any City officer or employee otherwise authorized to make a purchase on behalf of the City.

WHEREAS, pursuant to Resolution 2005-011, a credit card use policy was adopted; and,

WHEREAS, the current limit for the Minnco Credit Card is $5,000; and,

WHEREAS, at times due to multiple usage, the credit card has been denied; and,

WHEREAS, staff requests limit to be raised from $5,000 to $10,000; and,

WHEREAS, it is noted that the usage policy is not being revised.

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

a) The Minnco Credit Card Limit be raised to $10,000.00
b) That individual purchase in excess of $1,000 are approved by the Department Head. In the case of each purchase by a Department Head, approval must be received by the Finance Director.

This resolution was duly adopted by the Isanti City Council this 3rd day of August, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2005-011

A RESOLUTION ADOPTING A CREDIT CARD USE POLICY

WHEREAS, pursuant to MN Statute 471.382, the Isanti City Council may authorize the use of a credit card by any City officer or employee otherwise authorized to make a purchase on behalf of the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Isanti, Minnesota, that the attached City of Isanti Credit Card Use Policy is hereby approved:

Adopted by the Isanti City Council this 1st day of February 2005.

ATTEST: _____
Mayor David E. Apitz

_____
Irene J. Bauer, City Clerk-Treasurer

(SEAL)

CITY OF ISANTI
CREDIT CARD USE POLICY

As per MN Statute 471.382, the Isanti City Council may authorize the use of a credit card by any City officer or employee otherwise authorized to make a purchase on behalf of the City. If a City officer or employee makes or directs a purchase by credit card that is not approved by the City Council, the officer or employee is personally liable for the amount of the purchase. All purchases by credit card must otherwise comply with all statutes, rules and policies applicable to City purchases. The City Council shall approve the establishment of all credit card accounts.

MN Stat 412.271 subd 2
MN Stat 471.38 subd 1

Bills from credit card companies do not contain the detail necessary to satisfy the requirement that claims presented to the City for payment must be in writing and itemized. Therefore, invoices and receipts for all items charged must be retained. A list of all credit card charges will be included with monthly expenditures for council review and approval.

MN Stat Ch 475

Credit card use must also comply with laws concerning borrowing. Credit cards will not be used for carrying debt. The entire card balance shall be paid in full each month.

Purpose

This policy is designed to provide guidance and instructions to the people involved in the use of credit cards. It sets forth the authority and responsibility of those participating in the system. It establishes policies, procedures and regulations.

Guidelines

Credit cards are for efficiency in purchasing items through the Internet, securing hotel and travel reservations, and purchases of goods and services for the City of Isanti where the use of the credit card is the most efficient and expedient mean of purchase. Credit cards are not to be used for daily purchases of fuel, services, or supplies. Any purchase over $1,000.00 to be made by credit card is to be pre-approved by Council and/or City Administrator. Credit cards will have a limited credit line.

Employees authorized to use the City of Isanti's credit card(s) include the following positions: Administrator, Finance Director, Police Chief, City Planner, EDA Coordinator, Public Works Director, Fire Chief, and Liquor Store Manager. Individual purchases over $1,000.00 will require prior Council and/or City Administrator's approval.

Employees authorized to use the City of Isanti's fuel credit card(s) include the following employees or volunteers who are members of: Building Inspection Department, Public Works Department, Police Department, and Fire Department. Purchases shall be for vehicle fuel, oil and other items related to the operation of the vehicle for that department.

No employee will intentionally use a City credit card for personal purchases.

L.6.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: July 27, 2016

Subject: Resolution Approving Request for Proposals for Development Legal Services

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For your consideration, please find attached a Resolution with a Request for Proposals (RFP) for City Development Legal Services. As with all professional services, we are requesting a 5 year proposal.

The RFP will be advertised locally and through the League of Minnesota Cities. Staff has received recommendations of potential firms who will also be contacted. The anticipated timeline for this process is as follows:

RFP Advertised:	August 4, 2016
Proposals Due:	August 29, 2016
DOAC Review:	September 8, 2016
City Council Action:	September 20, 2016

The Finance Committee has reviewed the RFP. Staff recommends approval of the Resolution.

RESOLUTION 2016-____

RESOLUTION APPROVING REQUEST FOR PROPOSALS FOR DEVELOPMENT LEGAL SERVICES

WHEREAS, the City of Isanti has utilized development legal services provided by Bob Deike, Bradley & Deike; PA and,

WHEREAS, Mr. Deike is retiring and there is no current legal Counsel in his firm capable of providing development legal services; and,

WHEREAS, the City needs to procure services of a consultant to perform such services and staff has prepared a Request for Proposals. The proposal has been reviewed by the Development and Operations Committee.

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

1. Approval of the Request for Proposals for Development Legal Services, attached as Exhibit "A".

2. Publication of notice of the Request for Proposals and distribution to seek proposals for such services from qualified consultants and firms.

This Resolution hereby approved by the Isanti City Council this 3rd day of August, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Exhibit A

CITY OF ISANTI

REQUEST FOR PROPOSALS

DEVELOPMENT LEGAL SERVICES

Proposals Due: August 29, 2016

TABLE OF CONTENTS

I.	INTRODUCTION	3
II.	PROPOSAL INSTRUCTIONS	3
III.	PROPOSAL CONTENT	3
IV.	SERVICES	
V.	PROPOSAL EVALUATION AND CONTRACT AWARD	5
VI.	CONTRACT EXECUTION	6
VII.	CITY INFORMATION	6

I. INTRODUCTION

This request has been prepared by the City of Isanti to retain the services of legal consultants / form for the following services:

- City legal services for Development related activities. This includes City and EDA economic development activities including legal aspects of development, redevelopment, and related agreement enforcement that are of a specialized nature.

II. INSTRUCTIONS FOR PROPOSERS

A. All legal firms shall submit 5 written copies and a PDF copy of their proposals to the City of Isanti.

B. All proposals must be submitted to:
Don Lorsung, City Administrator
dlorsung@cityofisanti.us

C. All proposals must be received no later than 4:30 p.m. on Monday, 8/29/16.

III. PROPOSAL CONTENT

A. Title Page:
Show the RFP subject, the name of the firm, local address, telephone number, email, website, name of contact person and the date.

B. Table of Contents:
Include a clear identification of the material by section and page number.

C. Cover Letter
Please provide a letter of introduction, discussing the firm, and their interest in serving Isanti.

D. Proposal Content

1. The areas of expertise and general services available.
2. The general qualifications of the firm as related to the requested services.
3. The proposal should address service activities outlined in the scope of work in Section IV. The proposal should expand upon the items

and set forth the firm's approach/ability to carry out each activity.

4. The name, experience and qualifications of the person who will be responsible for fulfilling the obligations as City Development Attorney, and his or her designees.
5. The qualifications and resumes of other professional staff that will be responsible for providing legal services.
6. The availability of the aforementioned staff.
7. List and describe any previous or current experience in municipal legal services, specify activities performed, and the name of a person who may be contacted at the municipality.
8. A list of previous or current activities performed for the City of Isanti.
9. Define any potential conflicts of interest the firm might have providing services to the City.
10. Describe your research capabilities, and the references that you utilize. Detail your capability to maintain a proper response time for legal reports and memos.
11. Provide a detailed description and explanation of all fees and/or charges that may arise for provided municipal legal services. Rates should be clearly stated for all levels of staff expected to perform services.
12. Provide references from 4 communities. Include information describing consulting and project work with similar cities served by the firm.

IV. SERVICES:

A. Legal Action: The Development Attorney will be involved in any areas where the City faces legal action where the expertise required is specialized and not a part of services provided by the City Attorney's Office.

B. Advisor to the City Council, EDA, Committees and Staff: As requested, the City Development Attorney also acts as advisor to the City Council, EDA and related advisory committees, such as the Development and Operations Advisory Committee, Finance Committee, and RLF Committee. These functions may include attending specific City Council and EDA meetings and committee meetings as are requested by the City Administrator, Economic Development Director or City Council. These activities include the preparation of opinions on development legal issues and procedural

matters. May act as City legal Counsel in negotiations and projects involving Developers.

C. Development and Redevelopment Projects: The firm will also provide counsel on matters of economic development activities including development, redevelopment, enforcement, HRA and TIF plan/amendment preparation and property and real estate law and property sales and acquisitions. Review of Grant Agreements (Federal, State, Non-Profit), local loan agreements and TIF agreements.

D. Miscellaneous Legal Issues: In addition, the Development Attorney's office is involved in areas such as preparation of documents including development agreements and planned unit development agreements, preparation of agreements of a miscellaneous nature, review of transcripts for industrial revenue and tax exempt mortgage financing, negotiation for the acquisition, sale or transfer of title to personal property on development projects.

V. PROPOSAL EVALUATION AND CONTRACT AWARD

A. The City intends to award a contract to the proposer(s) evaluated to be best qualified to perform the work for the City, cost and other factors considered.

B. Based upon the evaluation by staff, the Development and Operations Advisory Committee (DOAC) will recommend to the City Council the selection of the firm(s) judged to be the most responsive and responsible proposer for each position. DOAC may choose to conduct interviews of those firms they deem fit. The actual selection of the firm(s) and contract awards will be made by the City Council.

C. The City shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal or final contract negotiations.

D. The City of Isanti reserves the right to reject any and all proposals or to request additional information from any or all proposers.

E. It is anticipated that the City will establish a relationship with a selected firm for a five (5) year term. A contract for this term will be prepared and entered into with the successful proposer.

VI. LEGAL SERVICES CONTRACT EXECUTION

A. Contract Negotiations –

Notwithstanding a contract award, the City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and the proposer(s), to whom the contract(s) is recommended to be awarded, be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations, select another proposer or reject all of the proposals. Upon completion of negotiations agreeable to the City and proposer, a contract shall be executed.

B. Contract Ethics –

1. No elected official or employee of the City who exercises any responsibilities in the review, approval or implementation of the proposal or contract shall participate in any decision which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any City employee or Council person or for any City employee or Council person to solicit, demand, accept or agree to accept from another person or firm, a gratuity or an offer of employment whenever a consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
4. The firm shall not accept any client or project which, by nature, places it in an ethical conflict with its representation of the City of Isanti.

VII. CITY INFORMATION

A. Isanti is an actively developing city with a vibrant historic downtown, city owned industrial park with lots available for development, a growing retail sector and strong residential market. With a current population of over 5,600 Isanti is committed to grow and diversify its residential, commercial and industrial tax base.

1. City Organization - The City of Isanti is as a statutory, Plan A City and has a Council/Administrator form of government. The City provides a full array of municipal services and general administrative functions.

2. City Council - The Isanti City Council is the final review and approval authority regarding all contracts, payments, plans, improvements, policies, procedures, and other business of the City. The City Council, composed of the Mayor, and four City Councilors is the legislative and policy making body of the City. The Mayor, who presides over City Council meetings, is elected at large for a four-year term. The Councilmembers are also elected at large for four-year terms.

3. City Council meetings are held on the first and third Tuesday's of each month. EDA Meetings are held immediately after the first regular City Council meeting each month. Committee meetings, such as DOAC, are held twice a month, currently on the first and third Thursdays of each month, typically starting at 9:00 a.m.

4. City Staff – The City Development Attorney, depending on the project or matter at hand, will work directly with the City Administrator, Community Development Director, or Economic Development Director, or the Development Team consisting of the Community Development Director, Economic Development Director and Mayor.

   The City Administrator shall be the point of contact regarding services under this contract, and in the event clarification or further direction is needed by the Development Attorney.

L.7.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: July 27, 2016

Subject: Resolution Approving Request for Proposals for Municipal Auditing and Financial Services

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For your consideration, please find attached a Resolution with an updated Request for Proposals (RFP) for City Auditing and related financial services. As with all professional services, we are requesting a 5 year proposal beginning with next year's 2016 Audit.

The RFP will be advertised locally and through the League of Minnesota Cities. Venders who quoted when the last RFP went out will also be contacted. The Finance Committee has reviewed the RFP.

RESOLUTION 2016-____

RESOLUTION APPROVING REQUEST FOR PROPOSALS FOR MUNICIPAL AUDITING AND FINANCIAL SERVICES

WHEREAS, the City of Isanti is required to have an annual audit; and,

WHEREAS, the City of Isanti may require additional financial services; and,

WHEREAS, the City needs to procure services of a consultant to perform such services and staff has prepared a Request for Proposals. The proposal has been reviewed by the Finance Committee.

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

1. Approval of the Request for Proposals for Municipal Auditing and Financial Services, attached as Exhibit "A".

2. Publication of notice of the Request for Proposals and distribution to seek proposals for such services from qualified consultants and firms.

This Resolution hereby approved by the Isanti City Council this 3rd day of August, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Exhibit A

CITY OF ISANTI
REQUEST FOR PROPOSALS
MUNICIPAL AUDITING AND FINANCIAL SERVICES

STATEMENT OF PURPOSE:

The City of Isanti is requesting proposals from qualified firms to audit its financial statements for the fiscal year ending December 31, 2016, with the option for each of the four subsequent years.

These audits are to be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, as well as the provisions of the Minnesota Legal Compliance Audit Guide for Local Government and requirements of the Office of State Auditor.

There is no expressed or implied obligation for the City of Isanti to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

DESCRIPTION OF THE GOVERNMENT:

The City of Isanti operates under "Optional Plan A" form of government as defined by the State of Minnesota statutes. The Council consists of a Mayor and four Council members. For 2016, the City has approximately 30 full time employees, and a General Fund budget of just over $3.3 million. City enterprise funds include water, sewer, and an off-sale liquor store. Inventory audit procedures will be required for liquor store operations. More information about the City can be obtained on our web site at www.cityofisanti.us.

The financial statements must include all the funds of the City of Isanti as well as its component unit. The following component unit is to be included in the City's reporting entity because of the significance of their operational and financial relationship to the City:

- City of Isanti Economic Development Authority

The auditor's principal contact will be the Finance Director, who will coordinate assistance provided by the City.

During the year the City may receive funds from various federal, state, local, and other agencies. This financial assistance may be in the form of grants, contracts, or loans.

TIME REQUIREMENTS:

The following time line of events is anticipated in the RFP process:

Advertise for RFP	August 4, 2016
Deadline to receive proposals	4:30 p.m. September 1, 2016
Finance Committee review	September 8, 2016
City Council action	September 20, 2016

The City of Isanti will be ready for fieldwork beginning the first week in March. The City will be flexible in scheduling of audit fieldwork, however a draft copy of the audit report and management letter must be presented at the first Finance Committee meeting in April with final copy presented to City Council at the second meeting in April (work session and City Council presentations required).

Finance Staff will be available to assist the audit firm during a mutually agreed upon time for preparation and fieldwork. The City will provide a reasonable work area for audit staff during fieldwork.

REQUIRED REPORTS:

Ten hard copies and one electronic file (pdf format) of the audit report and management letter are to be provided which include the following items:

1. A report on the fair presentation of the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund and the aggregate remaining fund information in conformity with generally accepted accounting principles.

2. Appropriate and required notes to the basic financial statements.

3. A report on compliance and internal controls over financial reporting based on an audit of the financial statements.

   - A report on compliance and internal control over compliance applicable to each major federal program, if required.

4. In the required reports on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. In addition, the following conditions shall be considered reportable:

    - Applicable categories of the Minnesota Legal Compliance Guide for Local Government.

Drafting of the audit report is not completed by City staff but is to be included as part of the audit proposal and fee.

The auditor shall observe the adequacy of the internal control system. If weaknesses are noted, appropriate recommendations should first be reviewed with the Finance Committee and included in a separate management letter.

Irregularities and illegal acts shall be disclosed in writing immediately to the Finance Committee.

WORK PAPERS:

The auditor shall provide one copy of all work papers, journal entries, and adjusted trial balances within 30 days of such request. The auditors will also make available any and all work papers as requested by any subsequent audit firm.

OTHER REQUIRED SERVICES:

Financial services other than audit services which are to be included in the proposed fees include the following:

- Determination of major funds
- Preparation of the Data Collection Form, if required

Other services may be requested as necessary and will be billed at hourly rates of the individuals performing requested duties. These services may include, but are not limited to the following:

- Office of State Auditor Annual City Financial Reporting Form
- Preparation of Tax Increment Financing Annual Reports
- Technical assistance in tax increment and audit issues
- Utility Rate Study Update
- Other financial assistance as requested

The City requires the proposal to include the staff assigned to the audit, title, profile, and normal hourly billing rate.

EVALUATION PROCEDURES:

Proposals will be rated using a point system. Proposals will be evaluated using three criteria: Mandatory, Technical Quality and Price. Firms may be requested to make oral presentations.

The City Council will select a firm based upon staff recommendations. It is anticipated a firm will be selected on September 20, 2016. An executed engagement letter between both parties will be signed shortly thereafter.

The City reserves the right to reject any or all proposals.

TERMS OF CONTRACT:

The City shall annually pay the audit firm a lump sum upon completion of presentation to City Council. The cost of the audit services described above shall be bid as follows:

Year 2016	$ _____
Year 2017	$ _____
Year 2018	$ _____
Year 2019	$ _____
Year 2020	$ _____

Cost may not be the primary factor in the selection of an audit firm.

Either party can terminate the contract. Written termination must be received no later than June 1st of each year.

PROPOSAL SUBMISSION:

All proposals should be clearly identified as Municipal Auditing and Financial Services Proposals. Five printed copies and a pdf. of your proposal including a copy of the firm's most recent quality review report and references, must be submitted to Don Lorsung, City Administrator, City of Isanti, 110 1st Ave NW, PO Box 428, Isanti, MN 55040 by 4:30 PM on September 1, 2016.

Questions concerning the proposal may be submitted to Don Lorsung at the above address, e-mail at dlorsung@cityofisanti.us or by telephone at 763-444-5512.

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING ACCOUNTING CLERK JOANN WELCOME'S LETTER OF RESIGNATION

WHEREAS, Accounting Clerk, JoAnn Welcome has submitted a letter of resignation to the City of Isanti and presented this to City Administrator Don Lorsung on Monday, July 18, 2016; and,

WHEREAS, the effective date of this resignation is Monday, July 18, 2016, with a final date of work of October 14, 2016; and,

WHEREAS, the time period between the letter of resignation and the effective resignation date is in compliance with the personnel policy for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Accounting Clerk, JoAnn Welcome is hereby accepted effective July 18, 2016. Ms. Welcome's final day of work with the City will be October 14, 2016.

2. That Human Resources/City Clerk is hereby directed to fill the position immediately.

This resolution was duly adopted by the Isanti City Council this 3rd day of August, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
July 26, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jennifer Garvey, James Witte, and Aaron Zdon
Members Absent:	Mayor Wimmer (Gave Prior Notice)
Staff Present:	Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked to have an update of the BMX association added to the Parks Updates.
Garvey asked to have an update about Legacy Park added to Parks Updates

Motion by Garvey, second by Zdon to approve the July 26th 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

Everett asked James Witte to read the Oath of Office given to him prior to the meeting. Witte read the oath as written.

2. Approval of Minutes from May 24, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Garvey. Second by Witte. Vote was unanimously approved.

3. Arts and Science Academy Park

Everett explained that the Arts and Science Academy approached the City in the past about expanding their enrollment, and that the City of Isanti owns a lot adjoining to the school's property. This became an opportunity for a park to be constructed here; city staff wanted the park to have a draw to get people to visit it – there are not currently many people who can walk there, so it would need something more to get people to go. Exercise equipment seemed like a good fit considering the businesses already in the area, and it is an amenity not offered elsewhere in the city. Right now, the city is working on writing up agreements with the school. Construction is not expected to start at the school this calendar year, and there is no set timeline for construction on the city parcel.

Zdon asked if this would be funded from the Park Dedication Fund; Everett responded that typically that is how this type of project is funded, but there is also grant potential with this type of park. Members indicated that they thought the park was a good idea; there was some discussion about what kinds of equipment would eventually be installed – obstacle course types of equipment, exercise machines, etc. The specifics of the park design will be discussed at a future date.

4. Future Dog Park

Everett explained that the city has been receiving requests for a dog park for a long time and residents are looking for a place where their dogs can be off leash. The city has determined that the grassy lot next to the Indoor Arena (BMX facility) is a good location for a future dog park. According to the proposed plan, the dog park would happen in two phases. Because there are storage buildings on the lot that are needed; the first phase would fence in a small portion of the park. Then, as funds allow, the buildings would be relocated and the fence moved all the way to the southern boundary of the lot.

Zdon stated that he liked the idea of the dog park and this location makes sense, the buildings are past their prime so it would make sense to have them relocated to more convenient places and designed for their intended use; he also thought that the extended parking would be useful for not only the dog park but for BMX events as well. Zdon raised the concern that if the fence were to extend all the way to the back of the lot, there would be a considerable impact on event parking especially during larger BMX events like nationals and state races.

Witte asked if the plan would include just three pieces of agility equipment; Everett explained that this is just an early proposal so that may change in the future. Then Witte also asked if there were any plans to have a water spigot or hose at the site. Everett explained that she did look into it, however "doggie drinking fountains" are about $3000 and the water service would still need to be brought in. Zdon stated that he believed that the water service ended at the BMX facility, so it may be a large cost.
Everett explained that city staff have also discussed that none of our parks have drinking fountains, but it may be nice at some point in the future to provide them, especially at places like Bluebird where there is a heavily used pavilion.

5. Skate Park Update

Everett explained that the hockey rink boards have been removed and sold. The current plan is to have Public Works remove all of the equipment this fall and make repairs during the winter. The equipment would be replaced in the spring onto the cement slab. The timeline of this may be affected by spring weather because the boards need to be hot so they are flexible when they are installed. The funds for the necessary panels have been included in the preliminary 2017 budget and are on track to be approved.

Zdon asked if moving the equipment to the cement slab would affect our ability to use Park Dedication Fund money to purchase additional equipment in the future. Everett explained that she has asked the finance department for an answer on this, and the current understanding is that moving the equipment would not affect the way funds would be allocated. Additionally, because both the pavement and cement slab are in Bluebird Park, there would not be a "new" park constructed, so moving the equipment should not matter. Garvey agreed that moving the equipment should not affect future funding opportunities. Everett explained that the exact placement of the equipment on the cement can be discussed at a later date.

6. School Use of Mattson Tennis Courts

Everett stated that contract with the school was up for their use of Mattson tennis courts. The courts do need to be surfaced. Witte asked if this would be done this year; Everett indicated that the timeline would be very tight because the school will start using the courts again on August 29th Garvey indicated that they will likely want to be out again as soon as the snow melts, so the best time may end up being after the spring season ends. Everett spoke with their athletic director and they will need the courts for 31 days this season starting on August 29. The past agreements had been good for two years and increased by $25. If the fee was increased to $400, they would be paying $12.90/day; if it was increased to $425 they would be paying $13.71/day. Zdon indicated that neither fee would be able to cover the costs of resurfacing.

Garvey made a motion to recommend that the fee be raised to $400 per season, and would be valid

for two years. Witte seconded the motion; it was unanimously approved.

7. Tot Lot Naming Contest

Everett explained that she has drafted a form for the Tot Lot renaming contest from past contests and those from other places; essentially the rules are that entrants need to be residents and the names need to be relevant. Garvey stated that the form makes sense and the examples of potential names should be helpful. Zdon asked if it would be included in the next Isantian; Everett responded that the whole form will probably not be included, but a blurb can be included to inform people about the contest. Everett explained that she can also advertise at the Farmer's Market which runs through September 30th. Garvey asked if there were any deadlines established for the contest. Everett explained that she left a space for the date, but the Park Board could determine this. There is not a meeting in December. The group determined that the October 24 meeting would give people enough time to send in entries. With this as the date, Everett asked if we should also determine a deadline for entries; the group decided that October 10th at 4:30 would be appropriate to organize entries and prepare them for the meeting. Garvey made a motion for Park Board to authorize the renaming contest for Isanti Tot Lot, with names to be discussed at the October 24th meeting and an entry deadline of October 10, 2016, and to have staff move forward with promoting the contest. Witte seconded the motion; it was unanimously approved.

8. Parks Updates – Prioritized List

Everett explained that the list was created by the Park Board members last year to start making necessary repairs to parks, and was further prioritized by them. Staff have been working hard to get through the list. Everett explained that Public Services Director Wood has done a great job getting everyone organized and ordering the necessary parts. Zdon stated that the repainted tables look great.

Everett stated that the parts of the list that have not been completed are in the works and will be done as soon as possible. She has contacted GameTime to begin getting estimates for refurbishing the parks. This would be powder coating the metal elements and replacing the plastic pieces. This process is likely to be expensive, and the board should begin to consider how much money should be spent on parks like Tot Lot where we know that there are already pieces that can't be replaced. The best place to start for now will be to get some prices and move from there.

Everett asked the board to discuss whether or not it would be appropriate to replace the Whisper Ridge tennis net. Garvey stated that with the current condition of the court surface it may not even be safe to play tennis on the courts, so we should consider taking down the net altogether so as not to prompt people to play tennis there. Garvey asked Everett if she had received any calls about the condition of the courts, and Everett stated that she had not and if other staff had she has not heard about them, however that information does generally get forwarded to her. Garvey stated that removing the net may be a way to determine if the courts are being used – people may call in if the nets are gone and they are using the courts. Everett stated that she is not sure that many people beyond those living in the houses bordering the courts even knew it was there. Additionally, there have been discussions in the past about connecting Whisper Ridge with trails into downtown and at this point a larger project would probably take place with the courts. Garvey made a motion to recommend that the Whisper Ridge Nets not be replaced and that the city consider removing the net. Witte seconded; the motion was unanimously approved.

9. Parks Updates – Programming

Everett shared that the community garden is growing well – weeds especially have taken off this year, so keeping up with them has been interesting. Early in the year, the garden was really dry being in full sun, and then we have gotten so much rain that it was too wet for a while, so it has been kind of an experiment in the first year. Staff have received many complements on the garden and gardeners seem very pleased. The school's section looks fantastic; they weren't able to bring students out at the end of the school year because it was too muddy, but they planted right after school got out and have been maintaining it really

well. Their plan is to bring students out to harvest once school starts again. Everett indicated that the acre that the Minnesota Center will be using for their experiment has regrown, so she will be in touch with them once they're back in session about their plans for that area. The lower portion of the park did flood when the river came back up, but Public Works was able to get out on Monday to begin clean up. The bridge is still there and seems undamaged. There had been some fallen trees used to block ATVs from accessing the park from Martin's Landing which are now gone, so they are working to block that off again a different way.

There is a StoryWalk scheduled at the park for August 6 from 1:00-3:00pm. The pages from a children's story (Bear's New Friend) will be posted along the trail and families will be able to read the story as they walk. The flyer has been distributed to daycares, Heavenly Sunshine, ECFE, and posted to Facebook. Hopefully this event will get some new people in to the park as well.

The Farmer's Market is picking up again. The first four markets of the season had rain and limited produce, but a lot of new produce is coming in. The market has a lot of repeat customers who come every week, but there are always also new people who didn't know the market was there that come each week.

The Two Cities, One Community event is happening again this year. Everett stated that staff are working to get businesses for the wellness fair, and if any of the members knew of groups or organizations that may want to come they are also welcome. The activities for the event include a 5K and bike ride. The first 50 participants of both the bike ride and the 5K run/walk will receive free goodie bags (100 total will be given out). After the 5K, will be the wellness fair. This year, the first clue of the medallion hunt will be announced. Hopefully the medallion hunt will get people out and about in town. After the wellness fair there will be a magician in Cambridge as well as free hot dogs and ice cream.

Additional items:
Zdon stated that he would like to update the Park Board on the changes in the BMX association. Everett stated that she has an updated list of board members; Kevin is no longer the president of the organization but is still the track operator. Zdon stated that Kevin had a lot on his plate so this was a good move for everyone. Everett stated that Andy Strom has been the new contact and things seem to be improving. Zdon indicated that the city has also received the financials that they needed.

Garvey asked for an update on the Legacy Park road block. She indicated that they have been seeing traffic at the park again. Everett stated that staff were still waiting for official approval from the bank board to be able to install anything on site. Everett stated that we can always ask PD to go out again and that usually helps, and she will try to get an update on that progress.

Garvey also stated that she would like to receive an update on replacing the outdoor ice rink at the next meeting. She stated that Cambridge has approved two refrigerated outdoor rinks that should be ready this year. Everett stated that as far as she knew, the city was still planning to put the rink closer to the IIA, but it was not currently in the budget. She will look into it more for the next meeting.

10. Adjornment

Motion by Garvey, second by Witte to adjourn the July 26, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:55 p.m.

Dated at Isanti, Minnesota this 26th day of July, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

DRAFT

AGENDA

CITY OF ISANTI
CITY COUNCIL BUDGET WORK SESSION
(Immediately following the 7:00 p.m. City Council Meeting)
WEDNESDAY AUGUST 3, 2016
CITY HALL

A. Call to Order
B. Roll Call

C. Work Session Items
1. **Review 2017 Preliminary Budgets – Enterprise Funds – Gayle Bauman**
2. **Capital Outlay and Reserve for Replacement – Gayle Bauman**
3. **Determine if Tuesday, August 16, 2016 Work Session is Necessary**

Adjournment

C1.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer & City Council Members**

From: Gayle Bauman, Interim Finance Director

Date: July 28, 2016

Subject: Review 2017 Preliminary Budgets – Enterprise Funds

Expenditures – All Departments

- All wages include a 2% COLA for 2017 and include the necessary step increases, where applicable. A COLA of 2% results in a $33K impact to the general fund.
- Health Insurance is based on 2016 premiums plus 10%.
- Worker's compensation rates are based on 2016 rates and include a 6% inflationary factor.
- Property, liability, and volunteer insurance premiums are based on 2016 rates and include a 2.5% inflationary factor.
- Dental Insurance is based on 2016 premiums, plus 5%.
- Life/AD&D Insurance is based on 2016 rates.
- Managed expenses throughout the general fund budget have been adjusted based on prior year actual costs, current year expenditures through May, actual maintenance agreements and contracted costs.

Water (Page 1)

- Contracted Services (112) have been increased $5K to reflect the cost of repairs relating to miscellaneous leaks and curb stop repairs.
- Water meters (232) includes the cost for installing meters on City buildings ($10,318).
- Technology costs (305) are increasing mainly due to Civic System annual support costs.
- Bond payments (principal and interest) as well as fiscal agent fees have been adjusted to reflect payments per the bond schedule.
- Total budgeted expenditures for the Water Fund including principal payments and capital outlay are $1,422,516.
- Based on current water rates, this fund is projected to operate at a cash deficit in 2017. A conservative approach was taken when projecting connection fees and the final costs associated with the school water main improvements are included in the budget. It is my understanding that this was factored in during the utility rate study performed earlier this year and the fund is performing as anticipated.

Sewer (Page 5)

- Technology costs (305) are increasing mainly due to Civic System annual support costs.
- Bond payments (principal and interest) as well as fiscal agent fees and amortization have been adjusted to reflect payments per the bond schedule.
- Total budgeted expenditures for the Sewer Fund including principal payments and capital outlay are $1,841,124.
- Positive cash flow is projected in this fund which should be sufficient to handle future debt service costs on the bonds currently being issued by the City.

Storm Water (Page 9)

- Ground Maintenance (400) is budgeted to double in 2017, from $20,000 to $40,000.
- Total budgeted expenditures for the Storm Water Fund including capital outlay are $197,693.
- This fund currently has a cash deficit due to projects completed during 2015. If no major projects are completed in 2016 or 2017, the fund should have a positive cash balance at the end of 2017.

Liquor Store (Page 11)

- Expenditure items for re-sale are based on 2015 actual, plus 2.5%.
- Technology (305) is increasing to account for anti-spam/firewall software.
- Advertising (340) is increasing to reflect $2,000 for tasting events.
- Total budgeted expenditures for the Liquor Store Fund including transfers are $2,604,302.
- The transfer from the Liquor Store has been budged at $350,000, an increase of $50,000.
- Liquor Sales are based on 2015 actual, plus 2.5%.

C.2.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer & City Council Members**

From: Gayle Bauman, Interim Finance Director

Date: July 28, 2016

Subject: Capital Outlay and Reserve for Replacement

Capital Outlay and Reserve for Replacement

- Included within the packet is a summary of 2017 Capital Outlay Requests that were submitted by Department Heads (C.2.a.).
- Also included within the packet (C.2.b.) is a summary of the Reserve for Replacement Fund anticipated balances at 12/31/2016 and the recommended reserves as of 12/31/2016. The recommended reserve is underfunded by $861,997. Please note the items not included in the Reserve for Replacement listed in the lower left hand corner.
- Nothing has been included in the 2017 to fund the Reserve for Replacement. It appears that the $7,500 for the C-I Bike Walk Trail is an annual recurring amount. Does the General Fund budget need to be adjusted to account for a transfer to cover this in 2017?

Finance Committee Meeting
2017 Capital Outlay Requests

	Genl Fund Dept	Est. Cost	General	Forfeiture	Water	Sewer	Storm	
Landscaping	41941-Muni Bldg	3,500	3,500					
GIS software	41910-Plan/Zone	29,645	7,412		7,411	7,411	7,411	Future annual maintenance fee of $3,600 per year
2016 Chevy Colorado	42401-Bldg Inspec	20,000	20,000					$24,000 less est. trade of $4,000
Squad & laptop	42110-Police	42,000	42,000					$45,000 less est. trade of $3,000
Reserve laptop & software	42110-Police	6,000		6,000				
Bobcat buy back program	43100-Streets	4,000	4,000					
PW service vehicle	43100-Streets	34,000	11,334		11,333	11,333		$35,000 less est. trade of $1,000
Street painter & trailer	43100-Streets	6,500	6,500					
Street lights - phase III	43160-Str Lights	18,000	18,000					
Utility vehicle		32,000			16,000	16,000		$35,000 less est. trade of $3,000
Hydro excavator		3,246			1,082	1,082	1,082	
Clean water tower		12,000			12,000			
Auto lube system for sweeper		6,800					6,800	
IIA humidity testing	45300-Parks	3,300	3,300					
IIA auto controls	45300-Parks	8,500	8,500					
Light timers for Unity ballfield and BB park	45300-Parks	800	800					
Storage retaining block	45300-Parks	2,000	2,000					
Bench & tables for Mattson park & tot lot	45300-Parks	5,000	5,000					
Roto tiller	45300-Parks	4,800	4,800					
UTV - Ranger	45300-Parks	18,000	18,000					
Rec Desk software	45300-Parks	3,500	3,500					
Park signs	45300-Parks	5,000	5,000					
River Bluff & Community Gardens								
Signage	45300-Parks	700	700					
Shaded area	45300-Parks	3,000	3,000					
Raised beds	45300-Parks	1,290	1,290					
Bike rack	45300-Parks	300	300					
Kids area	45300-Parks	300	300					
Lime ag	45300-Parks	1,000	1,000					
Wooden garden shed	45300-Parks	3,500	3,500					
Skate park panels (404)	45300-Parks	4,200	4,200					
Tot lot & Mattson replace sand (404)	45300-Parks	4,000	4,000					
Water meters for city buildings	49400-232	10,318			10,318			
		297,199	181,936	6,000	58,144	35,826	15,293	
		297,199						

Capital Outlay and Replacement

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2014 Original Budget	2013 Original Budget	2012 Original Budget
500	**Capital Outlay (GENERAL)**							
	41000-Capital Outlay		$ -	$ -	$ -	$ 13,000	$ -	$ -
	41110-City Council (Special Projects)		-	-	-	-	-	-
	41200-Elections		-	-	-	-	-	-
	41500-Administration		-	-	-	-	-	4,917
	41910-Planning/Zoning		7,412	3,000	-	-	-	1,639
	41941-Muni Bldg		3,500	-	-	-	-	-
	42000-Public Safety		-	-	-	-	-	-
	42110-Police		42,000	36,000	-	29,000	-	-
	42401-Building Inspection		20,000	19,000	-	-	-	-
	42402-Code Enforcement		-	10,000	-	-	-	-
	45186-Community Ctr		-	-	27,000	-	-	-
	46500-EDA		-	-	-	-	-	-
	43010-General Maint		-	-	-	-	-	-
	43100-Streets		21,834	13,900	257,000	375,000	130,000	410
	43160-Street Lighting		20,000	14,536	-	-	-	-
	43210-Sanitation/Waste		-	-	-	-	-	-
	45200-Park Mnt Equip and Structures		-	-	7,000	10,000	-	410
	45300-Parks, Rec, Culture		69,190	12,900	7,000	10,000	-	410
	Total Capital Outlay		**$ 183,936**	**$ 109,336**	**$ 298,000**	**$ 437,000**	**$ 130,000**	**$ 7,786**

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2014 Original Budget	2013 Original Budget	2012 Original Budget
501	**Replacement Fund**							
	Underfunded		$ -	$ -	$ -	$ -	$ -	$ -
	City Council Reserves (56738)		-	-	-	-	-	-
	Elections Reserve (56739)		-	-	-	-	-	-
	Admin Reserves (56740)		-	-	-	-	-	-
	Police Reserves (56741)		-	-	-	-	-	-
	Streets Reserves (56742)		-	-	150,000	-	-	-
	Maintenance Reserves (56743)		-	-	-	-	-	-
	Park Reserves (56744)		-	7,500	7,500	-	-	-
	Sanitation Reserves (56745)		-	-	-	-	-	-
	ICC Reserves (56746)		-	3,342	-	-	-	-
	Planning/Zoning Reserves (56748)		-	-	-	-	-	-
	Bldg Inspection Reserves (56749)		-	-	-	-	-	-
	Mun Bldg - Bldg Reserves (56750)		-	-	-	-	-	-
	Gen Maint - Bldg Reserves (56751)		-	-	-	-	-	-
	Park Structures Reserve (56752)		-	-	-	-	-	-
	Public Safety Impr Reserve (56753)		-	-	-	-	-	-
	Special Projects Reserves (56754)		-	-	-	-	-	-
	Reserve for Park Donations (56755)		-	-	-	-	-	-
	Reserve for Land Acquisition (56756)		-	-	-	-	-	-
	EDA Reserves (56757)		-	-	-	-	-	-
	Code Enforcement Reserves (56758)		-	-	-	-	-	-
	Total Reserve for Replacement		**$ -**	**$ 10,842**	**$ 157,500**	**$ -**	**$ -**	**$ -**

CITY OF ISANTI
RESERVE FOR REPLACEMENT FUND 920
ESTIMATES as of 12/31/2016

	12/31/2015 Balance	2016 Reserve Funding	2016 Purchases	12/31/2016 Est. Balance	Recommended Reserve^^	(Shortfall) Excess	
underfunded	(41,863)			(41,863)	-	(41,863)	
41110-City Council (56738)	-			-	-	-	
41200-Elections (56739)	6,479			6,479	6,169	310	
41500-Administration (56740)	32,650			32,650	17,662	14,988	
41910-Planing/Zoning (56748)	1,772			1,772	822	950	
42110-Police (56741)	353			353	123,334	(122,981)	
42402-Code Enforcement (56758)	2,900			2,900	-	2,900	
42401-Building Inspection (56749)	36,229			36,229	12,059	24,170	
45186-Community Ctr (56746)	6,658	3,342		10,000	-	10,000	
46500-EDA (56757)	(425)			(425)	1,487	(1,912)	
43010-General Maint (56743)	1,333			1,333	5,139	(3,806)	
43100-Streets (56742)	27,960			27,960	361,493	(333,534)	
43210-Sanitation/Waste (56745)	12,657			12,657	-	12,657	
45200-Park Mntc Equip (56744)	16,486	7,500	(7,500)	16,486	109,158	(92,671)	
45200-Park Structures (56752)	91,610			91,610	435,044	(343,434)	
-Public Safety Impr Reserve (56753)~~	19,542			19,542	-	19,542	
-Special Projects Reserve (56754)***	11,581			11,581	11,581	-	
-Reserve for Park Donations (56755) ##	5,846			5,846	5,846	-	
-Municipal Bldg-Bldg Reserve (56750)	176,686			176,686	197,000	(20,314)	includes PD/FD
-Gen Mntc - Bldg Reserve (56751)	50,000			50,000	37,000	13,000	
Totals	458,456	10,842	(7,500)	461,798	1,323,794	(861,997)	

-Public Safety Impr Reserve (56753)~~
-Reserve for Park Donations (56755) ##
Established per Resolution 2007-039 Designated for Park Type Organizations

-Special Projects Reserve (56754)***

Not Designated	2,438.41
Designated for Codification	99.72
Designated for Salary Contingency	9,043.00
	11,581.13

^^Recommended Reserve is based on previous year depreciated value as per the financial statements.

Reserves does not include funding for:
Redbirds Field
Soccer Complex
Ice Rink
Bluebird Park Infrastructure
Community Center
Infrastructure
Civil Defense Sirens

2017 PRELIMINARY BUDGET FOR THE CITY OF ISANTI ENTERPRISE FUNDS

PRESENTED AUGUST 3, 2016 BUDGET WORK SESSION

2017 Budget

Table of Contents

Public Works

Water..... 1
Sewer..... 5
Storm Water..... 9

Liquor

Liquor Fund..... 11

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 125,123	$ 118,071	$ 114,759	$ 116,845	$ 104,324	$ 93,219	$ 89,215	$ 108,540
	PSD (18.6%) & 5 Main Techs (21.5%)	77,241								
	1 Main Tech (50%)	26,718								
	Utility Billing Clerk (45%)	21,064								
	Public Works Committee (25%)	100								
102	**FT Employees OT**		10,000	10,000	10,000	10,764	11,321	9,910	8,195	8,628
103	**Health Stipend (HRA)**		-	-	-	-	97	20	-	2,309
108	**Wages & Salaries Admin**		34,448	33,322	30,832	29,362	33,975	27,733	25,585	-
	Receptionist/Data Entry/Utility Clerk (25%)	10,883								
	Administrator, Finance Director, City Clerk, Accounting Clerk (6.8%)	22,081								
	Administrative Data Clerk (6.8%)	1,484								
112	**Contracted Services**		15,250	10,250	2,800	2,096	6,868	16,071	20,683	19,648
	Cummins NPower Annual Svc Agreement	2,000								
	Watermain Breaks	7,000								
	Misc Leak/Curb Stop Repairs	6,000								
	Code Updates	250								
120	**Employer Contrib Ret General**		20,524	19,395	18,144	18,514	17,397	14,577	13,716	17,562
	PERA 7.5%									
	FICA/Medicare - 7.65%	783								
128	**Employer Contrib Ret Admin**		5,238	5,048	4,671	4,350	4,247	4,004	3,679	-
	PERA 7.5%									
	FICA/Medicare - 7.65%	248								
129	**Pension Expense (GASB 68)**		1,200			1,173				
130	**Employer Paid Ins General**		34,803	34,429	32,837	28,546	26,720	20,578	29,934	34,346
138	**Employer Paid Ins Admin**		8,341	6,962	7,357	6,188	11,895	8,234	6,290	-
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	1,182
151	**Worker's Comp Benefit**		5,172	6,822	7,579	6,922	6,593	6,037	4,357	3,201
208	**Training and Instruction**		2,500	2,500	2,500	3,227	1,948	649	2,585	1,146
	Registration/Lodging/Meals Expense	2,214								
	Mileage Allowance - $350/mth - Lorsung %	286								
211	**S/W Billing Supplies**		1,788	1,788	1,346	1,596	3,520	1,495	57	1,109
	Post Card Paper	788								
	Printer Toner	270								
	Window Envelopes	280								
	Misc Supplies	450								
212	**Motor Fuels**		4,110	4,000	3,750	1,731	3,881	3,554	3,031	3,403
	20% from Financial Administration	110								

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Maintenance Fuel	4,000								
220	**General Supplies**		9,000	9,000	9,000	7,474	8,923	7,198	6,662	6,043
221	**Chemicals**		32,000	32,000	30,000	13,988	30,128	27,217	21,764	15,153
	Water Treatment Chemicals	32,000								
232	**Water Meters**		25,318	10,000	7,500	13,486	16,339	1,694	(1,581)	6,945
	City building connections	10,318								
240	**Small Tools and Minor Equip**		1,000	1,000	1,000	(19)	775	1,120	10	1,465
300	**Professional Srvs (GENERAL)**		5,243	5,243	5,243	1,749	1,148	1,993	2,005	1,870
	City Attorney	3,000								
	Safety Training	743								
	CDL Drug Testing	500								
	Northland Securities Cont Disc Report	1,000								
301	**Auditing and Acctg Services**		3,230	3,089	5,339	3,279	2,083	2,446	3,379	5,023
	10% from Financial Administration	3,230								
303	**Engineering Fees**		24,000	24,000	24,000	28,117	11,636	31,650	20,781	6,835
305	**Technology**		3,960	2,280	2,280	2,317	2,586	2,122		
	Civic System support (40%)	2,236								
	Civic Systems UB/CR Support (45%/35%)	947								
	TR Computer Support (Help Desk & Consult)	500								
	PSN Annual Sec Compliance & Monthly eBill (35%)	241								
	Anit-Spam Software	36								
320	**Communications (GENERAL)**		3,360	3,360	2,760	3,189	3,003	2,502	2,258	2,889
	PW Cell Phones (1/3)	1,440								
	Century Link Services	1,920								
322	**Postage**		4,411	4,501	4,041	3,991	1,947	1,184	-	-
	PO Box Fee (45%)	45								
	Monthly Statement Mailing (45%)	3,123								
	Pre-Stamped Window Envelopes (45%)	1,103								
	Annual Mailing Fee (45%)	90								
	Water Samples	50								
351	**Legal Notices Publishing**		200	-	-	167	252	169	150	784
361	**General Liability Insurance**		16,507	19,365	19,835	18,625	18,033	16,944	20,373	11,093
	Property/Liability/Volunteer Insurance	16,104								
380	**Utilities**		48,313	48,313	47,713	43,344	47,428	44,203	43,529	45,465
	Connexus	38,400								
	Centerpoint	9,000								
	City of Isanti - Storm Water Utility	913								

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
400	**Ground Maintenance**		12,500	17,500	17,500	7,766	13,936	6,828	18	56
401	**Maint & Repairs - Bldgs**		2,000	2,000	2,000	2,378	4,372	2,491	24	10,211
404	**Repairs/Maint Machinery/Equip**		10,000	10,000	10,000	12,556	9,830	6,900	772	12,519
405	**Depreciation (GENERAL)**		370,500	352,210	353,954	370,245	358,817	357,343	341,726	322,547
415	**Other Equipment Rentals**		500	500	500	-	-	-	-	-
417	**Uniform Rentals**		1,294	1,294	1,294	1,323	1,172	1,135	1,082	834
	Cleaning ($75 per mth)	900								
	Allowance	394								
433	**Dues and Subscriptions**		3,720	3,690	3,458	3,175	3,218	1,307	4,358	3,076
	Gopher State One-Call Locates	1,240								
	American Water Works Assocation (AWWA)	180								
	WTF Hazardous Chemical	25								
	Well Monitoring Permits	300								
	Annual Water Use Report	1,700								
	MN Rurual Water Assn (50%)	125								
	TCALMC (25%)	75								
	APWA (25%)	75								
437	**Other Miscellaneous**		325	325	300	322	292	266	2,451	4,375
	Railroad Mgmt Pipeline	325								
438	**Bank Charges**					35	5			
492	**Testing-Waste/Water**		1,500	1,500	1,500	1,009	431	655	743	410
494	**Property Management**		800	-	1,000	823	745	397	-	-
500	**Capital Outlay (GENERAL)**		47,826	73,233	12,000	60	-	-	303	-
	New GIS (25% P/Z, 25% Storm, 25% Water, 25% Sewer)	7,411								
	Utility Vehicle (1/2 Water, Sewer)	16,000								
	Hydro excavator for Vactor (1/3 Water, Sewer, Storm)	1,082								
	Clean water tower	12,000								
	PW Service Vehicle (1/3 Street, Water, Sewer)	11,333								
530	**Improvements Other Than Bldg**		-	-	-	-	-	-	-	251
535	**2011 Water Impr Projects**		-	-	-	-	-	-	-	3
536	**2011 Water Meters**		-	-	-	-	-	-	-	10
	BOND PAYMENTS									
	2005A GO Improv Bonds (2013A)									
22510	**Principal (45%)**		-	-	261,000	261,000	258,750	(205,023)	234,000	225,000
611	**Interest (45%)**		-	-	1,436	1,436	2,600	17,026	34,754	42,629
	2007 MFPA									
22530	**Principal**		51,000	49,000	48,000	48,000	47,000	46,000	44,000	43,000

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
611	Interest		15,017	16,306	17,568	17,568	18,805	20,014	21,172	22,302
	2009 MFPA									
22530	Principal		242,000	235,000	228,000	228,000	221,000	215,000	208,000	202,000
611	Interest		104,677	111,826	118,761	118,761	125,484	132,025	138,352	143,791
	2008B GO Water Rev Bonds (2013A)									
22530	Principal		35,000	25,000	-	25,000	20,000	20,000	20,000	20,000
611	Interest		7,990	20,700	-	29,753	22,613	23,263	23,913	24,563
	2010A GO Utility Rev Bonds									
22530	Principal		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
611	Interest		6,120	6,620	7,120	7,120	7,520	7,920	8,320	8,720
	2011 MPFA									
22530	Principal		32,000	32,000	31,000	31,000	31,000	30,125	17,920	-
611	Interest		8,186	8,677	9,152	9,152	9,627	9,867	5,481	-
611	Interest Accrual Adjustment		-	-	-	(3,140)	4,977	(4,008)	(1,255)	(1,493)
620	Fiscal Agent Fees (2010A)		190	190	164	189	190	163	164	164
621	Bond Discount		-	-	-	-	-	27,382		
630	Amortization of Bond Discount		-	-	-	-	-		-	4,345
700	Operating Transfers		4,333	4,333	4,377	4,377	4,398		-	(0)
	GO Improv Bond 2011 A - Fund 930	4,333								
	TOTAL BUDGET/EXPENDITURES		$ 1,422,516	$ 1,406,641	$ 1,545,367	$ 1,568,926	$ 1,563,849	$ 1,083,599	$ 1,452,953	$ 1,413,953
	REVENUES									
	Water Sales		$ 906,923	$ 906,923	$ 918,563	$ 916,942	$ 906,923	$ 918,563	$ 969,146	$ 877,628
	Water Connection Fees (WAC)		55,155	55,155	55,155	165,093	145,853	(7,314)	72,348	44,603
	Miscellaneous		-	-	-	9,762	14,462	11,646	9,885	142,378
	Contributions		-	-	-	-	-	-	3,859	20,032
	Special Assessments		-	-	10,906	(1,619)	864	1,119	1,371	8,209
	Interest Income		24,864	24,864	22,424	22,987	47,238	(3,613)	30,966	58,493
13300	Deer Haven Improv - Principal Only 10 Years Beginning 2012 thru 2021		1,590	1,590	1,590	1,590	1,590	1,590	1,590	-
13300	2013 RR Ave & Walk Improv end 2015		-	9,904	4,447	14,352	29,221	-	-	-
	TOTAL REVENUES		$ 988,532	$ 998,436	$ 1,013,085	$ 1,129,106	$ 1,146,151	$ 921,991	$ 1,089,165	$ 1,151,343
	PROFIT(LOSS)		$ (7,748)	$ 14,534	$ 61,680	$ 157,298	$ 149,241	$ (37,096)	$ 178,845	$ 247,654
	CASH FLOW		$ (63,484)	$ (55,995)	$ (178,328)	$ (69,575)	$ (58,881)	$ 195,734	$ (22,062)	$ 64,282

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 155,243	$ 146,773	$ 143,183	$ 145,336	$ 130,764	$ 119,814	$ 115,323	$ 139,252
	PSD (25.8%) & 5 Main Techs (29.9%)	107,361								
	1 Main Tech (50%)	26,718								
	Utility Billing Clerk (45%)	21,064								
	Public Works Committee (25%)	100								
102	**FT Employees OT**		10,000	10,000	10,000	9,901	9,881	9,612	6,990	7,992
103	**Health Stipend (HRA)**		-	-	-	-	117	22	-	2,901
108	**Wages & Salaries Admin**		42,072	40,773	37,575	35,637	41,605	33,738	31,188	-
	Receptionist/Data Entry/Utility Clerk (25%)	10,883								
	Administrator, Finance Director, City Clerk, Accounting Clerk (9%)	29,225								
	Administrative Data Clerk (9%)	1,964								
112	**Contracted Services**		4,750	4,750	15,250	9,088	8,141	16,997	20,872	24,112
	Cummins NPower Annual Svc Agreement	3,000								
	Code Updates	250								
	Sewer Repair Services	1,500								
120	**Employer Contrib Ret General**		25,110	23,744	23,200	22,538	21,170	18,330	17,268	21,403
	PERA 7.5%									
	FICA/Medicare - 7.65%	1,089								
128	**Employer Contrib Ret Admin**		6,399	6,177	5,693	5,283	5,171	4,871	4,484	-
	PERA 7.5%									
	FICA/Medicare - 7.65%	328								
129	**Pension Expense (GASB 68)**		1,500			1,481				
130	**Employer Paid Ins General**		43,106	42,497	39,048	34,633	33,173	25,257	38,084	42,987
138	**Employer Paid Ins Admin**		9,480	7,634	8,331	6,758	12,770	9,207	7,161	-
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	1,644
151	**Worker's Comp Benefit**		7,150	9,371	10,535	9,965	9,115	8,238	4,813	3,659
208	**Training and Instruction**		3,500	3,500	3,500	2,654	2,069	3,927	1,465	1,969
	Registration/Lodging/Meals Expense	3,122								
	Mileage Allowance - $350/mth - Lorsung 9%	378								
211	**S/W Billing Services**		1,788	1,788	1,346	1,596	3,520	1,578	18	6
	Post Card Paper	788								
	Printer Toner	270								
	Window Envelopes	280								
	Misc Supplies	450								
212	**Motor Fuels**		4,110	4,000	4,000	1,561	3,493	3,339	2,730	2,881
	20% from Financial Administration	110								
	Maintenance Fuel	4,000								

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
220	General Supplies		10,000	10,000	10,000	6,863	5,400	7,465	6,434	4,761
221	Chemicals		100,000	100,000	100,000	77,717	24,776	119,839	105,983	93,095
240	Small Tools and Minor Equip		1,000	1,000	1,000	607	704	899	75	1,239
260	Hauling		-	-	-	-	-	-	-	-
300	Professional Srvs (GENERAL)		3,243	3,243	3,243	1,764	1,032	1,310	1,182	1,410
	Safety Training	743								
	Northland Securities Cont Disc Report	500								
	City Attorney	2,000								
301	Auditing and Acctg Services		3,230	3,089	5,339	3,279	2,083	2,446	3,653	5,023
	10% from Financial Administration	3,230								
	2015 Rate Study (45%)	-								
303	Engineering Fees		4,000	4,000	4,000	2,262	10,185	1,186	-	15,574
305	Technology		2,842	1,940	1,940	2,180	2,290	2,261		
	Civic Systems support (20%)	1,118								
	Civic Systems UB/CR Support (45%/35%)	947								
	TR Computer Support (Help Desk & Consult)	500								
	PSN Annual Sec Compliance & Monthly eBill (35%)	241								
	Anit-Spam Software	36								
320	Communications (GENERAL)		3,240	3,240	3,300	3,024	3,626	3,097	2,903	2,924
	PW Cell Phones (1/3)	1,440								
	Century Link Services	1,800								
322	Postage		4,501	4,501	4,041	3,991	1,947	1,159	-	-
	PO Box Fee (45%)	45								
	Monthly Statement Mailing (45%)	3,213								
	Pre-Stamped Window Envelopes (45%)	1,103								
	Annual Mailing Fee (45%)	90								
	Miscellaneous Postage	50								
351	Legal Notices Publishing		100	-	-	62	304	27	-	31
361	General Liability Insurance		17,405	20,093	20,915	19,321	18,975	21,086	18,412	17,651
	Property/Liability/Volunteer Insurance	16,980								
380	Utilities		92,210	92,210	92,200	83,875	87,041	89,519	86,320	91,261
	Connexus	78,000								
	Centerpoint	10,200								
	Lakes Gas	3,000								
	City of Isanti - Storm Water Utility	1,010								
400	Ground Maintenance		1,500	1,500	1,000	214	1,104	-	2,498	72
401	Maint & Repairs - Bldgs		10,200	10,200	10,200	3,159	3,536	52,843	5,372	5,225

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
404	Repairs/Maint Machinery/Equip		20,000	20,000	20,000	18,149	20,445	8,214	19,179	30,859
405	Depreciation (GENERAL)		461,000	421,317	423,677	460,958	449,077	457,792	451,332	439,504
410	Rentals		-	-	-	35	5,132	-	462	-
415	Other Equipment Rentals		-	500	500	-	-	-	-	-
417	Uniform Rentals		1,399	1,399	1,399	1,698	1,548	1,466	1,473	1,488
	Cleaning ($75 per mth)	900								
	Allowance	499								
433	Dues and Subscriptions		1,825	1,795	1,743	1,675	1,643	1,550	563	1,815
	WWTF Hazardous Chemical	25								
	WWTP Annual Permit Fee	1,500								
	MN Rurual Water Assn (50%)	125								
	MWOA	25								
	TCALMC (25%)	75								
	APWA (25%)	75								
437	Other Miscellaneous		-	-	-	46	-	-	-	38
438	Bank Charges		-	-	-	-	-	-	-	15,458
492	Testing-Waste/Water		10,000	10,000	5,000	5,535	7,935	5,354	4,873	5,855
494	Property Management		800	-	1,000	857	776	414	-	-
500	Capital Outlay (GENERAL)		35,826	3,233	2,411,600	60	-	-	303	22,905
	New GIS (25% P/Z, 25% Storm, 25% Water, 25% Sewer)	7,411								
	Utility Vehicle (1/2 Water, Sewer)	16,000								
	Hydro excavator for Vactor (1/3 Water, Sewer, Storm)	1,082								
	PW Service Vehicle (1/3 Street, Water, Sewer)	11,333								
530	Improvements Other Than Bldg		-	-	-	(1)	-	-	-	262
	BOND PAYMENTS									
	1997 MFPA									
22530	Principal		261,862	255,661	249,068	249,068	242,644	236,386	230,290	224,351
611	Interest		5,173	11,941	18,534	18,534	24,958	31,216	37,312	43,251
	2005A GO Improv Bonds (2013A)									
22510	Principal (55%)		-	-	319,000	319,000	316,250	304,698	286,000	275,000
611	Interest (55%)		-	-	1,755	1,755	3,178	12,671	42,477	52,102
	2009A GO Crossover Refund Bonds									
22530	Principal		55,000	50,000	50,000	50,000	50,000	50,000	50,000	45,000
611	Interest		5,555	7,005	8,355	8,355	9,605	10,730	11,730	12,518
	2010A GO Utility Rev Bonds									
22530	Principal		35,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
611	Interest		9,995	10,745	11,495	11,495	12,095	12,695	13,295	13,895

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	2014B GO Bonds									
22530	Principal		95,000	90,000	-	-	-	-	-	-
611	Interest		15,375	15,933	-	13,465	-	-	-	-
	2016A GO Bonds									
22530	Principal		-	-	-	-	-	-	-	-
611	Interest		50,500	-	-	13,465	-	-	-	-
22530	*PFA Loan Forgiven*		173,893	173,893	173,893	173,893	173,893	173,893	173,893	173,893
611	Interest Accrual Adjustment		-	-	-	(1,159)	(2,400)	(4,657)	(2,986)	(2,884)
620	Fiscal Agent Fees (2009A/2010A)		575	575	-	504	19,621	510	470	458
621	Bond Discount		-	-	-	-	9,391	21,448		
630	Amortization of Bond Discount		-	-	-	-	-	-	-	5,544
700	Operating Transfers		34,668	34,668	35,013	35,013	35,185	-	-	-
	GO Improv Bond 2011 A - Fund 930	34,668								
	TOTAL BUDGET/EXPENDITURES		1,841,124	1,694,686	4,320,867	1,907,148	1,854,967	1,912,444	1,833,891	1,878,382
	REVENUES									
	Sewer Sales		$ 1,379,000	$ 1,341,517	$ 1,321,607	$ 1,375,982	$ 1,341,517	$ 1,321,607	$ 1,291,380	$ 1,070,768
	Sewer Connection Fees (SAC)		64,590	64,590	64,590	193,703	166,673	(8,570)	84,732	52,187
	Miscellaneous		-	-	-	2,703	6,623	6,155	6,827	28,368
	Special Assessments		-	-	15,909	(1,520)	1,659	2,179	2,696	8,986
	Contributions		-	-	-	-	-	-	33,205	347,256
	Interest Income		16,029	16,029	13,626	27,370	28,086	(2,849)	15,567	23,313
	Loan Forgiveness		173,893	173,893	173,893	173,893	173,893	173,893	173,893	173,893
13300	Municipal Building - Principal Only 2010-2015		-	-	49,252	49,252	49,255	49,255	49,255	49,255
13300	Deer Haven Improv - Principal Only 2012-2021		1,590	1,590	1,590	1,590	1,590	1,590	1,590	-
13300	3rd Ave Improv - Principal 2010-2019		9,542	9,241	8,951	8,951	8,669	8,396	8,131	7,389
13300	2013 RR Ave & Walk Improv end 2015		-	14,352	4,447	14,352	29,221	-	-	-
36210	3rd Ave Improv - Interest 2010-2019		960	1,261	1,552	1,552	1,833	2,106	2,371	2,611
	TOTAL REVENUES		$ 1,645,604	$ 1,622,472	$ 1,655,418	$ 1,847,826	$ 1,809,019	$ 1,553,761	$ 1,669,647	$ 1,764,026
	PROFIT(LOSS)		$ 449,929	$ 505,391	$ 503,871	$ 688,553	$ 678,104	$ 377,054	$ 546,963	$ 577,243
	CASH FLOW		$ 265,480	$ 349,104	$ (2,241,772)	$ 401,635	$ 403,129	$ 99,110	$ 287,088	$ 330,692

Storm-603-49500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 35,184	$ 33,687	$ 32,197	$ 36,981	$ 32,912	$ -	$ -	$ -
	PSD (4.3%) & 5 Main Techs (5%)	17,941								
	PW Main Tech (25.0%)	12,463								
	Utility Billing Clerk (10%)	4,681								
	Public Works Committee (25%)	100								
102	**FT Employees OT**		350	450	450	115	288	-	-	-
112	**Contracted Services**		250	250	250	-	552	-	-	-
	Code Updates	250								
120	**Employer Contrib Ret General**		5,460	5,164	4,938	5,378	4,263	-	-	-
	PERA 7.5%									
	FICA/Medicare - 7.65%	1,093								
129	**Pension Expense (GASB 68)**		5,000	-	-	5,409	-	-	-	-
130	**Employer Paid Ins General**		7,228	6,088	5,862	4,743	4,054	-	-	-
138	**Employer Paid Ins Admin**		-	-	-	-	1,138	-	-	-
151	**Worker's Comp Benefit**		883	35	32	44	30	-	-	-
208	**Training and Instruction**		500	500		1,043				
211	**S/W Billing Supplies**		397	397	299	355	787	-	-	-
	Post Card Paper	175								
	Printer Toner	60								
	Window Envelopes	62								
	Misc Supplies	100								
212	**Motor Fuels**		1,250	1,250	1,250	849	-	-	-	-
	Maintenance Fuel (5%)	1,250								
220	**General Supplies**		1,000	1,000	1,000	230	406	-	-	-
230	**Salt/Sand/Sweepings**		3,500	3,500	3,500	3,754	3,128	-	-	-
240	**Small Tools and Minor Equip**		1,000	1,000	1,000	459	-	-	-	-
300	**Professional Srvs (GENERAL)**		500	500	500	119	-	-	-	-
	City Attorney	500								
301	**Auditing and Acctg Services**		3,230	3,089	3,589	3,279	2,083	-	-	-
	10% from Financial Administration	3,230								
	2015 Rate Study (10%)	-								
303	**Engineering Fees**		40,000	40,000	5,000	21,717	4,143	-	-	-
305	**Technology**		1,111	887	887	538	4,774	-	-	-
	Civic System support (5%)	280								
	Civic Systems UB/CR Support (10%)	227								
	TR Computer Support (Help Desk & Consult)	500								
	PSN Annual Sec Compliance & Monthly eBill (10%)	69								
	Anit-Spam Software	36								

Storm-603-49500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
322	**Postage**		989	989	887	887	445	-	-	-
	PO Box Fee (10%)	10								
	Monthly Statement Mailing (10%)	714								
	Pre-Stamped Window Envelopes (10%)	245								
	Annual Mailing Fee (10%)	20								
351	**Legal Notices Publishing**		500	500	-	283	41	-	-	-
361	**General Liability Insurance**		948	718	210	711	194	-	-	-
	Property/Liability/Volunteer Insurance	925								
380	**Utilities**		3,105	3,105	2,837	3,746	3,008	-	-	-
	City of Isanti - Storm Water Utility	3,105								
400	**Ground Maintenance**		40,000	20,000	-	-	145	-	-	-
404	**Repairs/Maint Machinery/Equip**		8,000	8,000	1,700	2,902	5,265	-	-	-
405	**Depreciation**		20,500	8,808	-	20,409	5,872	-	-	-
410	**Rentals**		250	250	250	-	-	-	-	-
417	**Uniform Rentals**		350	350	350	217	170	-	-	-
	Cleaning ($18.75 per mth)	225								
	Allowance	125								
433	**Dues & Subscriptions**		915	915		400				
	MS4 Stormwater Permit	400								
	MCSC Membership	515								
437	**Other Miscellaneous**		-	-		188				
500	**Capital Outlay (GENERAL)**		15,293	3,233	137,750	59	-	-	-	-
	New GIS (25% P/Z, 25% Storm, 25% Water, 25% Sewer)	7,411								
	Auto lube system for Sweeper	6,800								
	Hydro excavator for Vactor (1/3 Water, Sewer, Storm)	1,082								
700	**Operating Transfers**		-	-	-	94,367	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 197,693**	**$ 144,667**	**$ 204,737**	**$ 209,182**	**$ 73,699**	$ -	$ -	$ -
REVENUES										
	Storm Water Sales		$ 262,540	$ 250,846	$ 250,000	$ 262,741	$ 240,275	$ -	$ -	$ -
	Other Sales		$ -	$ -	$ -	18,173.55	5,070.43	-	-	-
	Interest Income		250	250	1,500	(417)	(266)	-	-	-
TOTAL REVENUES			**$ 262,790**	**$ 251,096**	**$ 251,500**	**$ 280,498**	**$ 245,080**	$ -	$ -	$ -
PROFIT(LOSS)			**$ 80,390**	**$ 106,428**	**$ 46,763**	**$ 71,315**	**$ 171,381**	$ -	$ -	$ -
CASH FLOW			**$ 85,597**	**$ 115,237**	**$ 46,763**	**$ 91,724**	**$ 177,253**			

Liquor-609-49750

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 130,377	$ 122,621	$ 118,931	$ 116,093	$ 113,526	$ 114,763	$ 113,224	$ 128,744
	Liquor Store Manager	71,349								
	Clerk II, Clerk III x2	57,828								
	Liquor Committee	1,200								
101	**PT Salaries & Wages**		47,229	46,303	46,780	48,601	41,706	41,258	38,985	47,190
102	**FT Employees OT**		-	-	-	48	129	-	-	-
103	**Health Stipend (HRA)**		-	-	-	-	98	130	-	1,565
105	**Labor Credit - Work for Others**		-	-	-	-	-	-	268	-
108	**Wages & Salaries Admin**		36,831	35,928	32,647	30,443	36,831	29,129	27,122	-
112	**Contracted Services**		-	-	-	-	-	102	-	-
120	**Employer Contrib Ret General**		26,817	25,502	25,075	23,853	22,559	21,950	21,219	25,680
	PERA 7.5%									
	FICA/Medicare - 7.65%									
128	**Employer Contrib Ret Admin**		5,608	5,443	4,868	4,539	4,480	4,217	3,901	-
	PERA 7.5%									
	FICA/Medicare - 7.65%	364								
129	**Pension Expense (GASB 68)**		550			581				
130	**Employer Paid Ins General**		34,143	34,196	31,206	31,481	32,345	33,731	36,465	39,364
138	**Employer Paid Ins Admin**		6,142	4,031	5,295	3,492	5,410	5,142	4,676	-
142	**Unemployment Comp Benefit**		-	-	-	83	993	13	-	19,316
151	**Worker's Comp Benefit**		9,658	8,005	7,862	8,130	7,322	6,245	4,016	3,900
200	**Office Supplies (GENERAL)**		7,000	7,000	7,000	5,690	7,825	6,272	6,043	3,767
208	**Training and Instruction**		2,700	2,710	2,660	1,109	1,730	1,854	1,354	1,517
	20% of City Car (from Finance)	110								
	Mileage Allowance - $350/mth - Lorsung 10%	420								
	MMBA Conference	600								
	MMBA Bootcamp	600								
	Alcohol Server Training	350								
	Food/Wine Pairing Training	200								
	Regional Meeting/Misc Training	420								
251	**Liquor for Resale**		567,318	539,407	505,569	553,481	526,250	505,569	475,924	503,790
252	**Beer for Resale**		1,013,139	1,004,176	965,745	988,429	979,684	965,745	963,314	878,334
253	**Wine for Resale**		151,658	143,699	141,266	147,959	140,194	141,266	127,189	63,949
257	**Ice for Resale**		8,292	7,437	6,894	8,090	7,255	6,894	7,558	6,117

Liquor-609-49750

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
259	**Other for Resale**		104,101	93,702	82,723	101,562	91,416	82,723	84,619	79,803
260	**Hauling**		7,294	7,317	6,743	7,116	7,139	6,743	6,686	6,612
300	**Professional Srvs (GENERAL)**		1,943	1,943	1,943	932	743	743	765	1,956
	Safety Training	743								
	Misc Attorney, Engineering, Etc.	1,200								
301	**Auditing and Acctg Services**		3,230	3,089	3,089	3,279	2,083	2,446	3,777	3,290
	10% from Financial Administration	3,230								
305	**Technology**		3,709	694	694	1,170	349	531		
	Civic System support (10%)	559								
	Battery backup for register	250								
	TR Computer Support (Help Desk & Consult)	500								
	Anti-Spam Software/firewall	2,400								
320	**Communications (GENERAL)**		1,800	1,800	1,800	1,569	1,777	1,600	1,462	1,648
	CenturyLink	1,800								
322	**Postage**		-	-	-	-	-	-	-	6
340	**Advertising**		9,000	7,000	7,000	6,395	7,740	6,533	6,230	4,758
	Tastings	2,000								
351	**Legal Notices Publishing**		500	500	500	252	356	204	12	107
361	**General Liability Insurance**		3,818	4,735	4,896	4,553	4,446	4,622	5,484	20,720
	Property/Liability/Volunteer Insurance	3,725								
364	**Dram Shop**		2,715	2,881	2,881	2,619	2,619	3,710	3,396	3,680
	Insurance	2,649								
380	**Utilities**		12,520	13,776	13,776	13,319	13,955	12,877	12,361	12,174
	Connexus (LED's drop cost by 10%)	11,340								
	Centerpoint	720								
	City of Isanti - Storm Water Utility	460								
400	**Ground Maintenance**		1,700	367	500	167	-	271	475	-
	Snow Removal Retainer	1,500								
	Outdoor Sprinkler System	200								
401	**Maint & Repairs - Bldgs**		4,976	4,976	5,000	1,395	2,091	2,927	2,449	2,295
	Disposal Service $41/Month	492								
	Window Washing Services $25/Month	300								
	Rug Service $32/Month	384								
	Floor Waxing 2x per Year	650								

Liquor-609-49750

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Misc Main & Repairs	3,150								
404	**Repairs/Maint Machinery/Equip**		3,550	3,550	3,550	933	3,393	1,797	2,267	5,563
	Logivision Dial Up Card - Every 3 yrs	400								
	Register Equipment Repairs Fee/Misc	1,650								
	Register Service	1,500								
405	**Depreciation (GENERAL)**		14,900	13,976	13,976	14,895	13,683	13,373	15,345	15,345
431	**Over/Short**		-	-	-	17	95	(95)	20	27
433	**Dues and Subscriptions**		1,992	1,894	1,894	1,905	1,788	1,630	1,740	1,610
	MMBA	1,682								
	Buyer's Card MOOFSL	20								
	Tobacco License	150								
	Other	140								
437	**Other Miscellaneous**		-	-	-	-	1	10,000	-	-
438	**Bank Charges**		28,000	27,000	26,000	28,146	27,345	25,713	24,732	30,798
443	**Check Recovery Fee**		-	-	-	-	-	-	-	-
490	**Donations-Organizations**		-	-	-	-	-	-	-	-
493	**Alarm System**		1,092	1,090	1,090	1,283	1,090	1,090	1,090	1,142
	Monitoring Service	1,092								
500	**Capital Outlay (GENERAL)**		-	-	5,000	30	-	-	1,466	-
	Caselle Clarity Modules	-								
501	**Replacement Fund**		-	-	-	-	-	-	-	-
520	**Building Structures**		-	-	-	-	-	-	-	-
720	**Operating Transfers**		350,000	300,000	300,000	300,000	200,000	150,000	150,000	150,000
TOTAL BUDGET/EXPENDITURES			**$ 2,604,302**	**$ 2,476,748**	**$ 2,384,854**	**$ 2,463,639**	**$ 2,310,445**	**$ 2,213,720**	**$ 2,155,633**	**$ 2,064,766**
REVENUES										
	Sales		$ 2,537,815	$ 2,475,760	$ 2,383,737	$ 2,475,917	$ 2,415,375	$ 2,314,308	$ 2,268,932	$ 2,087,985
	Interest Income		5,400	5,400	5,400	$ 7,972	$ 14,087	$ (4,338)	$ 5,311	$ 8,345
TOTAL REVENUES			**$ 2,543,215**	**$ 2,481,160**	**$ 2,389,137**	**$ 2,483,889**	**$ 2,429,463**	**$ 2,309,970**	**$ 2,274,243**	**$ 2,096,331**
PROFIT(LOSS)			**$ (61,087)**	**$ 4,412**	**$ 4,284**	**$ 20,251**	**$ 119,018**	**$ 96,250**	**$ 118,610**	**$ 31,565**
CASH FLOW			**$ (46,187)**	**$ 18,389**	**$ 18,260**	**$ 35,146**	**$ 132,701**	**$ 109,623**	**$ 133,954**	**$ 46,909**

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, AUGUST 16, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. August 3, 2016 – Regular Meeting of the City Council
2. August 3, 2016 – City Council Budget Work Session Meeting

G. Citizens Input

H. Announcements
1. Parks, Recreation, and Culture Board Meeting — Tuesday, August 23, 2016 at 6:00 p.m.
2. **CITY OFFICES CLOSED** — Monday, September 5, 2016
   (in observance of Labor Day)
3. City Council Meeting — Tuesday, September 6, 2016 at 7:00 p.m.
4. Economic Development Authority — Tuesday, September 6, 2016
   (Immediately following the City Council Meeting)
5. Planning Commission Meeting — Tuesday, September 13, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Discussion Regarding BMX Association Mailbox *(Andy Strom)*
2. Resolution Approving Special Event Request for "23-0" for a Walk/Ruck *(Brandie Held and Casey Carik)*

<u>City Administrator Don Lorsung</u>

3. A Resolution Authorizing City Staff to Accept the Fee Allowing for Exclusive Use of the Mattson Park Tennis Courts by the C-I School District for Fall 2016 through Spring 2018
4. Resolution Approving a Conditional Use Permit for Soca Powersports to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota.
5. Ordinance Approving an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings
6. Resolution Setting a Public Hearing to Vacate an Ingress and Egress Easement, and a Drainage and Utility Easement within Lot 2, Block 1, Isanti Commons Second Addition

Police Chief Gene Hill

7. Resolution Accepting the 2017 Safe and Sober Grant in the Amount of $32,375.00

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $246,598.79 and Payroll in the amount of $95,541.62
2. Final Meeting Minutes for the July 5, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the July 12, 2016 Planning Commission Meeting
4. Resolution Approving the Request for Proposals for Labor Legal Services
5. Resolution Authorizing Hire of Gene West for Seasonal Park Maintenance Position

M. Other Communications

1. Draft Meeting Minutes for the August 3, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the August 10, 2016 Planning Commission Meeting
3. July Police Department Report
4. July Code Enforcement Report
5. July Building Inspector Report
6. August Engineering Report

N. Closed Session

1. Discussion Regarding Personnel Matter

The City Council will resume in open session following each or any Closed Session matter. After reopening the meeting, the Council may take such action, if any as it deems appropriate pertaining to the matter discussed in closed session.

Adjournment

CITY OF ISANTI
CITY COUNCIL MEETING
WEDNESDAY, AUGUST 3, 2016 – 7:00 P.M.
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser and Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Administrative Data Clerk Janice Lutterman, Interim Finance Director Gayle Bauman, Economic Development Director Sean Sullivan, Chief Gene Hill and City Engineer Brad DeWolf

D. Adopt Agenda

Motion by Lundeen, second by Collison to approve the agenda. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. 2016 Jubilee Parade Mayor's Choice Trophy and Best 18 and Under Award

The Youth Hockey Association was selected for both awards. Mayor Wimmer presented the youth with pins.

F. Approve City Council Minutes

1. July 19, 2016 – Regular Meeting of the City Council
2. July 19, 2016 – Budget Work Session Meeting of the City Council

Motion by Lorinser, second by Lundeen to approve the regular City Council Meeting Minutes of July 19, 2016 and the Budget Work Session Meeting Minutes of July 19, 2016 as presented. Motion carried unanimously.

G. Citizens Input

After a misunderstanding, an individual was re-directed to provide a request to be an Agenda Item at the next City Council Meeting as this portion of the meeting was not intended for the issue brought forward.

H. Announcements

1. Planning Commission Meeting	Wednesday, August 10, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, August 16, 2016 at 7:00 p.m.
3. Parks, Recreation, & Culture Meeting	Tuesday, August 23, 2016 at 6:00 p.m.

I. Council Committee Reports

None

J. Public Hearings

None

K. Business Items

1. **Resolution 2016-231** Regarding City Advertising in Official City Newspaper
   The Mayor requested to streamline all advertising through the Official City Newspaper and if there is something that staff wants to advertise elsewhere, it will need to come through the council for prior approval.

Motion by Lorinser, second by Collison. Motion carried unanimously.

2. **Resolution 2016-232** to Approve a Special Event Request for City Center Market Outdoor Music Event
   Gayle Cupit, of the City Center Market/The Green Table, will be hosting a special event Friday, September 9th in The Green Table parking lot. A large tent will be covering the band which will play from 6 -10 pm. They have requested to serve beer and wine (which The Green Table currently holds a license for) and will enclose the parking area and patio area and have designated a person to monitor that activity. It is estimated to have 150 in attendance. Mayor added that events in that area have done well. Collison raised the question of who will be checking ID's. Cupit stated Jason Simonel will be checking ID's and it was suggested to get advice from Chief Hill on identifying fake cards.

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

3. **Resolution 2016-233** Special Event Permit Application for Car Show Finale Craft Show *(JerriAnne Twingstrom)*

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

City Administrator Don Lorsung

4. **Resolution 2016-234** Approving Modifications to the Building Appearance of Coborn's
   Mayor reported that Coborn's is currently making improvements to the sides of the building. He stated the front of the building is beautiful and the planned improvements will match very well. The improvements will now meet everything the City has requested the appearance to meet.

   Chris Rice of Rice Companies is the Architect and General Contractor for the new grocery store, Coborn's. Mr. Rice gave a progress report. The South side (entrance side) is all brick. The North, East and West Side are texture core panel, which is currently being painted. With weather permitting, the plan is to have the North, East and West sides completed by Friday or early next week. The tentative planned grand opening for Coborn's is August 17.

Councilmember Lorinser questioned why the construction was built differently from the original site plan that was submitted and approved. Lorinser's concern was that he did not want this situation to set precedent, or a standard of building plan changes deviating from the approved site plans. The Mayor explained usually with a project like this, the City would talk with the contractors who are actually constructing the building. In this particular case, for whatever reason, the City did not speak with Rice Companies until a few weeks ago. It was also noted that past work history of Rice Companies is top notch. This time around, Coborn's decided to manage the process differently, and unfortunately that was not successful for them. The Mayor confirmed the materials are different than the original approved site plan materials, however the high standard appearance that the City is desiring will be met. Mayor also indicated that if the site plan were to have been originally presented this way, it would comply with all codes, and aesthetically has the look the City wants. Lundeen added that residents had brought it to his attention that the building had looked bland; and now with the changes it has improved the appearance 100%. Lorinser reiterated that he wanted to make sure the City has all the processes in place for the future so that this similar situation does not become the 'fall back' plan of others in building projects. The Mayor stated in this situation the City made it very clear that the appearance of Coborn's as is, was not going to be acceptable. The City had vigorous conversations to get the building back to meet City standards, and now the issue has been resolved.

The Mayor added that an overlay district for Highway 65 will be coming through Council to make sure the standards that we want are in black and white and of the highest quality. The focus is to protect everyone's investment. The Mayor said that we have achieved a good solution.

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

5. **Resolution 2016-235** Approving the Use of Securities in Lieu of Retainage for the 2016 Wastewater Treatment Facility Improvements

Motion by Lorinser, second by Collison. Motion carried unanimously.

6. **Resolution 2016-236** Consider Repayment Agreement for Lot 2, Block 3, Villages on the Rum CIC Number 6

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

7. **Resolution 2016-237** Approving Authorization of Retaining Services from David Drown Associates, Inc. for Finance Director Recruitment Process

Mayor Wimmer explained that the City has been trying to recruit a Finance Director for quite a while now, and has not had any success attracting the type of talent needed for this position. The Mayor further went on to explain that David Drown Associates is a Company whose goal is to recruit candidates who may not be actively looking at the City of Isanti for employment. Currently, Interim Finance Director Gayle Bauman is here through a contracted service. She is currently working a day and a half a week, and although she is doing an outstanding job, we are paying that company more than what we would be paying a full time Finance Director. So using that service permanently is not a solution. City Administrator Lorsung added that Abdo, Eick and Meyers LLP (AEM) is providing a great service to us, but it is at a cost. The cost is about $11,750 per month. If you look at that over time, and if you look at hiring professional recruitment, it is money well spent. Staff looked at four vendors. Last week, HR/City Clerk, Lindsey McInnis and City Administrator Lorsung met with Gary Weiers of David Drown. After the meeting, Lorsung feels confident that Weiers can assist us with this search process. Weiers has helped other cities such as Lake City find a Finance Director. Lorsung's recommendation would be for staff to proceed with this. The Mayor did point out that this is the first time the City will have used a recruiting firm for a search process, however, staff has also noticed other finance positions within the area, some paying at a higher level, have also been posted for quite some time. He indicated that we need to get some new eyes on this, and take action to get the position filled. Council member Lorinser added one of the things brought up in Finance Committee was the unemployment rate for Finance professionals is basically nothing. He also stated that there are more jobs than people. When Finance Committee reviewed bids, the bids we had for services were all over the board, there were many bids that came in much higher than the cost of Weiers. Lorinser also stated that we haven't had any qualified applicants. The Mayor added that this is not just an Accounting Clerk type position, that there is a whole litany of things a Finance Director needs to be able to do.

Sean Sullivan, Economic Development Director, shared that tax increment financing is one of the major tools that the City has and he works very closely with the Finance Director on that. Other crucial items are the four revolving loan funds which are checked on a monthly basis. Most importantly, the Finance Director can assist with projections and debt and general analysis when staff may need help with the finance piece and it is big part of the process. The City is more efficient by having someone in the office every day.

Council member Bergley questioned if the Mayor was happy with the track record of David Drown Associates. The Mayor stated they have managed to be pretty successful, however, there is no guarantee. Administrator Lorsung reiterated that there is no

guarantee and that this is probably the most difficult position to fill of all the City positions. Lorsung also stated Mr. Weiers felt confident that he can bring a pool of candidates for us to consider that the City will feel are acceptable to our standards. The Mayor referenced the next resolution to be discussed has the goal of growing the talent pool internally, so that the person who moves into the newly created position will be able to naturally move up. Mayor Wimmer also indicated that it is not just government finance that is having a hard time obtaining talent, that auditing firms and other places are also struggling.

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

8. **Resolution 2016-238** Approving the Restructuring of the Assistant Finance Director, Utility Billing/Accounting Clerk and Receptionist/Utility Billing Clerk Positions (Revised Job Descriptions, Points and Salary Ranges)

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

9. **Resolution 2016-239** Offering the Position of Assistant Finance Director to Ms. Shayna Forster
   The Mayor stated that we will plan to backfill Ms. Forster's current position. He mentioned that our current Accounting Clerk, JoAnn Welcome has provided her resignation notice, but has given the City a nice window of time to assist in training someone to take over. This allows for us to try and create as seamless of a transition as possible.

Motion by Lorinser second by Bergley. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $327,629.86 and Payroll in the amount of $88,790.04
2. Final Meeting Minutes for the May 24, 2016 Parks, Recreation and Culture Meeting
3. **Resolution 2016-240** to Approve a Temporary One-Day On-Sale Liquor License for St. Elizabeth Ann Seton Catholic Church
4. **Resolution 2016-241** to Approve an Exempt Gambling Permit for St. Elizabeth Ann Seton Catholic Church
5. **Resolution 2016-242** to Authorize an Increase in the Minnco Credit Card Limit
6. **Resolution 2016-243** Approving Request for Proposals for Development Legal Services
7. **Resolution 2016-244** Approving Request for Proposals for Municipal Auditing and Financial Services
8. **Resolution 2016-245** Accepting the Resignation of Accounting Clerk JoAnn Welcome

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

M. Other Communications

1. Draft Meeting Minutes for the July 26, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

Motion by Bergley, second by Lundeen. Motion carried unanimously. Meeting adjourned at 7:23pm.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

CITY OF ISANTI
CITY COUNCIL BUDGET WORK SESSION
WEDNESDAY AUGUST 3, 2016
CITY HALL

Mayor Wimmer called the meeting to order at 7:29 p.m.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser and Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Administrative Data Clerk Janice Lutterman, Interim Finance Director Gayle Bauman, Economic Development Director Sean Sullivan, Chief Gene Hill and City Engineer Brad DeWolf

Enterprise Funds
Gayle Bauman greeted the Mayor and Council. She reminded everyone that tonight's meeting is a continuation of the last budget discussions and that she would be discussing the 2017 Preliminary Budgets including the Enterprise funds and the Capital Outlay and Reserve for Replacement. The same assumptions as presented in the first meeting were also used for these items. Some of those assumptions are that wages included a projected 2% COLA, Health Insurance has a 10% increase, Work Comp rates are a 6% inflationary factor, Property Liability Insurance is 2.5% and Dental Insurance is 5%.

She continued explaining the preliminary budget for the Water Fund. Total budget expenditures including principal payments and capital outlay is projected to be just over $1.4 million for the Water Fund. Included in the budget are the water meters for the City buildings at just over $10,000. Based on the current water rates, this fund is projected to operate at a cash deficit but this was all taken into account when the water rate study was done earlier this year. The fund seems to be performing as anticipated.

The preliminary budget for the Sewer Fund expenditures including principal payments and capital outlay is $1.84 million. Sewer sale revenues are based on a review of collections to date and the connection fee is based on 2016 budget. Bauman did a review for all funds looking at current collections to date and tried to anticipate what is going to happen this year. If a change was needed she adjusted, otherwise she went with the 2016 budget if it was close to what she came up with. There is a positive cash flow projected in the Sewer Fund and it appears with all the projections she did, it is sufficient to handle the debt service costs on the bonds that were issued this year for the upcoming sewer projects. Mayor Wimmer added that for both Sewer and Water Funds, we did our projections for 2016 and we needed to do 35 new residential hook-ups and we are at approximately 47, so we have already surpassed that. We have also projected to need to do 25 for the next nine or ten years following.

Bauman next explained the Storm Water fund. The total budget expenditures including Capital Outlay are just under $200,000. There is an increase to the ground maintenance expenditures of $20,000. She believed that had to do with the MS-4 permitting requirements that are in place. The total budgeted storm water revenues are based on review of collections to date and this fund currently has a cash deficit which is due to the big projects which were completed in 2015. If no major projects are completed in 2016 or 2017, this fund will have a positive cash balance at the end of 2017. With all three of these funds there were no changes in the rate structure put in place in the budget. If there were to be a change, we would need to re-evaluate these budgets. Bauman discussed the Liquor Store budget next. The expenditures were figured from prior year, actual and current year expenditures. The items for resale are based on 2015 actual plus a 2.5% increase and that is similar to the revenues, they were based on 2015 actuals plus a 2.5% increase. The total transfer from the liquor store to the general fund is scheduled to increase by $50,000 from $300,000 to $350,000. Because of the increase in this transfer the liquor store is set to lose a little bit of cash in 2017 but there is sufficient cash in that fund to handle that additional transfer. Mayor stated that he thought it was right around $600,000 and Bauman confirmed.

Bauman asked for any questions regarding the Enterprise Funds and there were none.

Capital Outlay

Bauman went on to discuss the Capital Outlay portion. She presented a worksheet to the council of the Capital Outlay and Replacement Requests from the department heads and indicated that all items were all figured into the preliminary budget figures. There is a Capital Outlay Replacement Fund and we are not anticipating using that fund for any of the items listed.

She referenced a worksheet which was previously used and she updated it with 2015 and 2016 information. The worksheet referenced was a summary of Reserve for Replacement, and the anticipate balance as of 12/31/2016. The column referencing the recommended reserve is the same number that was calculated last year. She was not able to go through the whole depreciation schedule to figure what the updates to that were, but the short fall in that fund is going to be around $860,000 figure. So not using funds to pay for Capital Outlay items this year means that we are not having to draw funds out of there, and then having to put more back in. However, at some point in time we will want to get to a point where we can start funding this by either putting levy money in or transfers into this fund. That way we can replace equipment when it becomes necessary. Bauman indicated that one item she questioned was that it appears the $7,500 for the Cambridge/Isanti Bike Walk is an annual recurring event, which is usually funded out of this fund, and then a transfer from the General Fund is done to put the money back into this fund. She indicated that there is no transfer scheduled to go into this fund, and she was unsure if this event is planned to happen in 2017. Bauman stated there is $16,000 in the line item that is used for this event, so if we didn't replace it we are just drawing down on this fund. Otherwise, we can make a change in the General Fund budget as well. The Mayor indicated that the amount is what we are obligated to pay for with our agreement with Cambridge.

The Mayor asked Council if they had any questions. Collison questioned if since the last budget meeting the Cost of Living increase had changed. Mayor indicated that it had not changed, that it was planned at 2%. The Mayor went on to further explain that Staff came up with that number based on what settlements have been in the last few years for other cities. He also stated that depending on what happens in negotiations, if we end up having to settle on an amount higher than that, he does not want it to come out of the General Fund. Mayor would bring the outcome to Council and ask that the specific department incur the costs of anything above the 2% cost of living increase. This would be applicable to either Public Works or the Police Department, depending on the negotiations.

It was confirmed that another budget work session is not needed at this point.

Adjournment

Motion by Lundeen, second by Lorinser to adjourn. Motion carried unanimously. The Budget Work Session adjourned at 7:39p.m.

Respectfully Submitted,

Janice Lutterman

Administrative Data Clerk

K.2.

Request for City Council Action

To: Mayor Wimmer and Members of the City Council

From: Katie Everett, Community Events and Parks Coordinator

Date: August 16, 2016

Subject: Special Event Request for 23 to 0 Ruck Event

Background

The City received a special event application from Casey Carik for an awareness Ruck event through Operation 23 to 0 on Sunday, September 4th from 11:00am to 6:00pm. The event will include a barbecue at Bluebird Park as well as a walk around Isanti. Operation 23 to 0 is an organization that supports veterans and military members.

The organizer has submitted the Park Reservation form for the Bluebird Park pavilion. The estimated number of people attending is 40 to 50.

The Operation 23 to 0 organization may sell merchandise at the barbecue portion of the event. All proceeds from these sales are put back into the organization. The Park Rules and Regulations state that these activities must get City approval.

The organizer will be responsible for cleaning up after the event. The required deposit fee of $100 will be submitted.

A copy of the application and departmental review have been submitted for council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX
- Special Event Application
    - Staff Review Checklist and Application Form

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT REQUEST FOR A RUCK BY OPERATION 23 TO 0

WHEREAS, Brandie Held and Casey Carik, the Applicants, will be holding a Walk/Ruck Event on Sunday, September 4, 2016 for Operation 23 to 0; and

WHEREAS, the event is scheduled to run from 11:00 am to 6:00 pm.; and,

WHEREAS, the estimated number of participants is 40 to 50; and,

WHEREAS, the event will include a barbecue at Bluebird Park and a walk through town; and,

WHEREAS, parking for the event will be within the Bluebird public parking lot; and,

WHEREAS, event organizers and volunteers will clean-up after the event; and,

WHEREAS, the application submittal does require a $100 clean-up deposit fee, which will be submitted prior to permit issuance; and,

WHEREAS, the applicant noted that Operation 23 to 0 may sell merchandise at the event and any proceeds go to veterans in need; and,

WHEREAS, the Park Rules and Regulations state that City approval must be granted for anyone to "advertise, sell or attempt to sell, or solicit for private gain or cause…";

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the Walk/Ruck by Operation 23 to 0 event to be held on September 4, 2016 with the following conditions:

- $100 deposit check is submitted prior to the event
- Ruck route map submitted prior to event

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that Operation 23 to 0 has permission to sell merchandise with proceeds going toward the organization's cause.

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 16th day of August 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

A Community For Generations.
Isanti

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: August 3, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): _____

Contact Person: Casey Carlk

Address: _____

City: Isanti State: MN Zip: 55040

Phone _____ Fax: ___-___-___ Cell: _____

E-mail: _____

Secondary Contact Person: Brandii Held

Address: _____

City: Isanti State: MN Zip: 55040

Phone: _____ Fax: ___-___-___ Cell: ___-___-___ E-mail: _____

EVENT INFORMATION

Date(s) of Event: 4th of September 2016

Hours of Event: 11:00 am to 6pm

Type of Event: Ruck

Description of the Event: walk around Isanti the 4 big and done

List of Activities:

Proposed Location of the Event (be specific):
Blue bird park

Estimated Number of People in Attendance (includes staff, participants, and spectators):
40 ?
Not expecting more than 50 - 75

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance - Not required for 75 expected for event
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Check next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

_____ Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

_____ Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A Selling / Consumption of Alcohol

_____ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

_____ Parking Impact (**REQUIRED** for all events) – Describe in detail:
Parking @ Blue Bird Park

NA Special Signage (Temporary Sign Permit Application will also be required) – Describe:

NA Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

NA Vendors will be present at the event (Attach information to the Application)

NA Tents, equipment, amusement rides, etc.
Size: 1'
Location:

NA Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:

NA Fireworks

NA Street Closure – if yes, what streets:

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

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

____ Clean-up Plans – Describe in detail:
we will clean up any mess and leave the area as we found it.

N/A Live entertainment – Describe in detail:

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

N/A Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

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

(1) NO (2) NO (3) to help Veterans in need

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

APPLICANT SIGNATURE

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

Applicant Signature: _____

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

In consideration for being permitted to engage in the following special event activities on property owned by the City of Isanti:
BBQ and "Rock" (walk around Isanti) (BBQ at Blue Bird Park

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

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

(Special Events Holder Initials Here) BM

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

Participant Release and Indemnification required? YES ____ NO____

(Special Events Holder Initials Here) BM

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

(Special Events Holder Initials Here) _____

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) BH

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

(Special Event Holder Initials Here) BH

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

(Special Event Holder Initials Here) BH

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

(Special Event Holder Initials Here) BH

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

(Special Event Holder Initials Here) BH

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

(Special Event Holder Initials Here) BH

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Casey Carik (Brandie Held)

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

Name Brandie Held

Title _____

Signature Brandie Held

Date 8-3-16

Ordinance No 485
(Excerpt)

§ 245-2. Regulation Established.

A person engaging in a regulated activity within the city must comply with the provisions of this section. The person must also comply with any applicable zoning and health regulations.

§ 245-3. License Required.

A person engaging in a regulated activity within the city must first obtain a license from the City Clerk or designee.

§ 245-4. Exceptions.

A person engaging in the following activities is not required to obtain a license and an identification card from the city:

1. Selling personal property at garage sales, rummage sales, or estate sales. This includes persons participating in an organized multi-person bazaar or flea market;
2. Selling newspapers;
3. Selling products of the farm or garden grown or raised by the seller, including meat, but such activities must comply with applicable health regulations;
4. Selling at an auction conducted by a licensed auctioneer, or any officers of the court conducting a court ordered sale;
5. Calling upon residents in connection with a regular route service for the sale and delivery of perishable daily necessities of life such as bakery products and dairy products. This exception does not relieve that person of the duty to comply with other applicable city requirements; or
6. Soliciting money, donations or financial assistance for a political, religious or non-profit tax-exempt organization, or selling or distributing literature or merchandise for which a fee is charged or solicited on behalf of such an organization.
7. Sales or offers for sales by peddlers or solicitors who appear at the customer's home or place of business by an appointment which was made prior to such appearance are exempt from the provisions of this chapter.
8. No license shall be required of any person going from house to house, door to door, business to business, street to street or any other type of place-to-place when the activity is for the purpose of exercising that person's state or federal Constitutional rights, such as the freedom of speech, press, religion and the like, except that this exemption may be lost if the person's exercise of Constitutional rights is merely incidental to a commercial activity.

§ 245-5. Ineligible People.

The following people are not eligible for a license and from the city:

1. A person whose license for a regulated activity was revoked by the city or another governmental body within three years before the application date;
2. A person who has been denied a license for regulated activity by the city or another

F. In any park and recreation area, including trails, it shall be unlawful for any person, firm, company, or corporation to use any restroom in any park in other than a clean and sanitary manner.

G. In any park and recreation area, including trails, it shall be unlawful for any person, firm, company, or corporation to:

(1) Possess or discharge firearms, air rifles, BB guns, sling shots, bows and arrows, other weapons, explosives or fireworks.

(2) Be present in a park or recreation area after 10:00 p.m. or before 7:00 a.m. on any day.

(3) Camp.

(4) Bring in, dump, deposit, leave in or on, or burn on any park land or water or water contiguous to any park any glass bottles, broken glass, discarded vegetation, trash, waste, rubbish, etc.

(5) Advertise, sell or attempt to sell, or solicit for private gain or cause, or operate nonauthorized commercial operations without the City's approval.

(6) Leave a fire unattended; or to light or maintain a fire outside designated areas.

(7) Possess controlled substances.

(8) Engage in offensive, obscene, or abusive language, or in boisterous or noisy conduct tending reasonably to arouse alarm, anger or resentment in others; or to engage in brawling or fighting; or to engage in conduct creating or tending to create a disturbance or annoyance to other park users, or that interferes with their use or enjoyment of park lands and waters.

(9) Remove, break, destroy, injure, mutilate, deface or in any way damage any structure, monument, fence, flagpole, vehicle, bench, natural growth, ruin, relic, geological formation, or any other City of Isanti park property located in or on City of Isanti parks and park system.

(10) Not clean up after pets.

(11) Injure, molest, pursue or endanger wildlife on any park land and park system land in the City of Isanti.

(12) Hunt or trap on any park land owned by the City of Isanti.

(13) Use of recreational vehicles, including, but not limited to, all-terrain vehicles, snowmobiles, and motorcycles, on parks or park system land.

(14) Park on grass or other nondesignated parking areas unless requested and approved for special events. **[Added 4-21-2015 by Ord. No. 602]**

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Tuesday, August 09, 2016 4:02 PM
To: Isanti Parks
Subject: RE: Special Event Permit Request

Isanti Fire reviewed and approves the September 4th special event permit application for the Operation 23 to 0 event at and around Bluebird Park. Al Jankovich | Isanti Fire District

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

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From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Tuesday, August 9, 2016 3:41 PM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Special Event Permit Request

Hello,

Please review the attached special event permit application. This event is for Operation 23 to 0 (a veteran/military support organization), and it did happen last year but the barbecue portion happened at the applicant's residence. This year, they are going to do the event at Bluebird. I've asked them to submit a map of where the walk will happen, and when I get that I will forward it to you right away.

Chief Hill – I have asked them if they might need assistance with crossing Heritage at some point, so they may contact you about that. If you can also let me know what the process is for getting help from PD for these kinds of events, that would be great for future reference.

They have not asked for any other assistance, and the event may be relatively small, but they wanted to let us know it was happening.

Please respond with your comments or approval by Thursday.
Thanks,

Katie Everett
Community Events and Parks Coordinator
City of Isanti

Isanti Parks

From: Chief Gene Hill
Sent: Wednesday, August 10, 2016 7:00 AM
To: Isanti Parks
Subject: RE: Special Event Permit Request

Katie,

APPROVED...If a group needs PD assistance...then we will accommodate if possible.

Gene C. Hill
Chief of Police
Emergency Management Director
Isanti Police Department
401 1st Ave. NW.
PO BOX 428
Isanti, Mn. 55040-0428

Px# (763) 444-4761
Fax# (763) 444-4868

"The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. SEC 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosure under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify the sender by telephone."

From: Isanti Parks
Sent: Tuesday, August 09, 2016 3:41 PM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Special Event Permit Request

Hello,

Please review the attached special event permit application. This event is for Operation 23 to 0 (a veteran/military support organization), and it did happen last year but the barbecue portion happened at the applicant's residence. This year, they are going to do the event at Bluebird. I've asked them to submit a map of where the walk will happen, and when I get that I will forward it to you right away.

Chief Hill – I have asked them if they might need assistance with crossing Heritage at some point, so they may contact you about that. If you can also let me know what the process is for getting help from PD for these kinds of events, that would be great for future reference.

K.3.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: August 16, 2016

Subject: A Resolution Authorizing City Staff to Accept the Fee Allowing for Exclusive Use of the Mattson Park Tennis Courts by the C-I School District for Fall 2016 through Spring 2018

Background

The Cambridge-Isanti School District again requested to use the Mattson Tennis Courts for exclusive use for their practices for the Fall 2016. The Parks, Recreation and Culture Board recommended setting the fee at $400 per season for a 2-year term. The $400/season rate would then expire after the Spring 2018 season, and the Park, Recreation, and Culture Board would review before the Fall 2018 season.

Parks, Recreation, and Culture Board Recommendation

The PRC Board reviewed the item at their July 26 meeting. Motion by Garvey, second by Witte to recommend that the fee be set at $400 per season for a two-year period. Motion was unanimously approved.

Upon approval of the fee, the City of Isanti will invoice the Cambridge-Isanti School District beginning with the Fall 2016 season. The school district is current on payments for past seasons.

City Staff Request

City staff is requesting council approval of the $400/season fee for the Cambridge-Isanti School District's exclusive use of the Mattson Park tennis courts during the fall and spring seasons through Spring 2018.

Attachments

- Resolution No. 2016-XXX

RESOLUTION NO. 2016-

A RESOLUTION AUTHORIZING CITY STAFF TO ACCEPT THE FEE ALLOWING EXCLUSIVE USE OF THE MATTSON PARK TENNIS COURTS BY THE C-I SCHOOL DISTRICT FOR FALL 2016 THROUGH SPRING 2018 SEASONS

WHEREAS, on February 21, 2012, the City Council approved a Resolution (Resolution No. 2012-033) authorizing City staff to accept a fee to allow for exclusive use of the Mattson Park tennis courts by the C-I School and waiving the current scheduling requirements; and,

WHEREAS, the C-I School District utilizes the Mattson Park tennis courts for student practices for a couple of months both within the Fall and Spring seasons; and,

WHEREAS, in an effort to work in cooperation with the C-I School District to provide recreational activities and opportunities for area children; and,

WHEREAS, the Parks, Recreation and Culture Board agreed to keep the fee the same for two full years for exclusive use at the rate of $400 per season at the July 26, 2016 meeting; and,

WHEREAS, since the agreements with the C-I School District are based on a Fall through Spring school year, the fee for exclusive use will be reviewed by the Parks, Recreation and Culture Board prior to the Fall 2018 Season; and,

WHEREAS, the C-I School District has agreed to pay the fee of $400 per season for the exclusive use of the Mattson Park Tennis Courts for the Fall 2016 through Spring 2018 practice seasons; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby authorizes City staff to accept the fee of $400 per season allowing exclusive use of the Mattson Park Tennis Courts by the C-I School District for Fall 2016 through Spring 2018 practice schedule; and **BE IT FURTHER RESOLVED** that the scheduling requirements be waived for the C-I School District.

This resolution was duly adopted by the Isanti City Council this 16th day of August 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis,
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: August 16, 2016

Subject: Request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota.

Background

Blake Jedneak of Soca Powersports is leasing space from Bullseye Properties and sells RC cars and car accessories in addition to mini ATV's, UTV's and dirt bikes. The sale of motor vehicles requires a CUP in the B-2 General Business District.

Staff met with Blake Jedneak, owner of Soca Powersports, to discuss his business. The majority of ATV's and dirt bikes are child size and stored within the office. There would be one UTV that would be parked and stored within the parking lot and would be locked or chained down when the business is closed. Parking of the motor vehicle will only be permitted with two 9'x19' parking stalls. None of the items have ever had gasoline in them and will not have gasoline in them, eliminating the concern of customers driving around the property or on the street. The hours of operation are Monday and Wednesday 6pm – 9pm and Saturday 9am – 5pm.

There is sufficient parking on site. There are 45 parking stalls on site; 37 stalls are required for the entire mall.

Subdivision 12: Motor Vehicle Sales and Rental/Leasing Facilities

A. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet. ***The principal building is roughly 9,250 square feet.***
B. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance. ***The use is part of an existing building with previous site plan approval.***
C. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance. ***There are 45 parking stalls on site. The Mall requires 37 stalls (1 stall/250sf floor area). 2 stalls will be used for display, bring the total used stalls to 39.***
D. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts. ***Applicant to be made aware of this requirement.***
E. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building. ***No on site repair, assembly, disassembly or maintenance will occur on site.***

F. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas. ***There will be no changes to the site. Two parking stalls (an area of 18'x19') will be used as a display in spaces nearest the door to Suite 110.***

G. No outside speaker system shall be permitted without the approval from the City Council. ***Applicant to be made aware of this requirement.***

H. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district. ***Not applicable.***

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit subject to the conditions outlined in Sections 13 and 21 of Zoning Ordinance No. 445.

Comprehensive Plan

The 2008 Comprehensive Plan has the area guided for General Commercial Development. The existing uses and the proposed use would appear to meet purpose, goals, and objectives of this land use classification.

Zoning

The property is zoned "B-2" General Business District. Motor Vehicle Sales are listed as a Conditional Use within the "B-2" District. The petitioner is subject to the application requirements, procedure, and performance standards as outlined within Section 21 Administration, Article 2 Conditional Use Permits and Section 13 Use Regulations, Subdivision12 of Ordinance No. 445: Zoning.

Zoning Ordinance Provisions

The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Conditional Use Permit Requirements

Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.

4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Certification of Taxes Paid

Prior to approving an application for a conditional use permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Wednesday, June 29, 2016; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on July 27th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Development and Operations Advisory Committee:

The Development Advisory Committee met on July 21, 2016 to discuss the Conditional Use Permit request. The committee recommended approval of the CUP subject to the submittal of all requested documents and information requested by the Community Development Director.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota based on the Finding of Fact and Conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.

8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
9. Motor vehicle displays shall take up no more than two 9'x 19' parking stalls.

Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for a Conditional Use Permit on June 29, 2016. Pursuant to Minnesota State Statute, the City must act on this request by August 28, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Narrative of Business Operations

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR MOTOR VEHICLE SALES IN THE BUILDING LOCATED AT 401 EAST DUAL BOULVARD NE, ISANTI COUNTY, ISANTI, MINNESOTA

WHEREAS, Bullseye Properties own the property located at 401 East Dual Boulevard NE, Isanti, Minnesota; and,

WHEREAS, Blake Jedneak is requesting to operate a motor vehicle sales office with vehicle displays within the building located at 401 East Dual Boulevard NE; and,

WHEREAS, the property is located within the "B-2" General Business District, which requires a Conditional Use Permit (CUP) for motor vehicle sales and display within said district; and,

WHEREAS, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on August 10th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on August 16th, 2016; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit for a motor vehicle sales and display to be located at 401 East Dual Boulevard NE be hereby approved subject to the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
9. Motor vehicle displays shall take up no more than two 9'x 19' parking stalls.

Adopted by the Isanti City Council on this 16th day of August 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting to operate a Motor Vehicle Sales and Display on the property located at 401 East Dual Boulevard NE (Dual Square Mall).
2. The property is zoned "B-2" General Commercial District.
3. A Conditional Use Permit is required for Motor Vehicle Sales and Display within the "B-2" General Commercial District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on June 29th, 2016. Staff had reviewed such application and deemed such application complete on June 29th, 2016. Pursuant to Minnesota State Statute, the City must act on this request by August 28th, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Wednesday, August 10th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, July 27th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     As outlined within the staff memo, the elements of the project would appear to meet the requirements of the zoning ordinance and the intent of the land use designation in which the property is located.
   - B. Consistency with City Codes.
     Overall, the proposal appears to be consistent with city codes and ordinances. The plans provided would appear to meet the minimum requirements set by the zoning ordinance (setbacks, parking, landscaping, lighting, etc).
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     This is an existing site. There will be no physical changes to the property.
   - D. The amount and location of open space and landscaping.
     The amount of open space and landscaping are based upon the original site plan.
   - E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
     The existing parking area meets the parking requirements set forth in Section 17 of the Zoning Ordinance.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
There will be no physical changes to the property. Motor vehicle displays are permitted within the General Commercial District. There are no residential properties nearby requiring additional screening.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
Not applicable.

2. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
As noted, the proposed use for the site would be consistent with the goals and objectives of the comprehensive plan.

B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
The proposed use a permitted conditional use. It fits the intent of the ordinance and underlying zoning district ("B-2" General Commercial District).

C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The establishment of the conditional use does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community. The proposal follows the requirements further outlined in Section 13: Use Regulations for Motor Vehicle Sales.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The use of this property for motor vehicle sales shall abide by the conditions outlined in Section 13: Use Regulations for Motor Vehicle Sales.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The use of this property for motor vehicle sales will not be detrimental to surrounding properties, nor will it impede normal and orderly growth.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Adequate public facilities and services are existing and available.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on the approval to ensure that the property is used in accordance to the ordinance requirements.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

3. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access and parking for this development are in compliance with Section 17 of this Ordinance.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Access and parking for this development are in compliance with Section 17 of this Ordinance.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
Landscaping is existing and is consistent with the approved site plan for such building.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
No additional lighting will be added.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Not applicable.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
There will be no changes to the existing building.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
The refuse container is part of the existing building.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
There are no signage changes proposed.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.

The applicant will need to pull the appropriate permits and any appropriate fees must be paid for these permits and inspections completed by the appropriate staff person prior, during, and following construction if renovations are requested.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
All performance standards are to be met and maintained.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

Decision

The Planning Commission held a public hearing on the item at the **August 10th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota based on the Finding of Fact and Conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.
8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
9. Motor vehicle displays shall take up no more than two 9'x 19' parking stalls.

Motion carried unanimously.

Soca powersports & RC cars is located at 401 e dual blvd suite #110 isanti MN 55040 in the middle portion of dual square mall. We sell a variety of small motorized mainly kids items including ATV'S, Dirt Bikes, UTVs, etc. We also sell radio controlled RC cars, trucks, and parts. Our hours of operation are 6-9pm Monday and Wednesday, 9am-5pm on Saturdays. All motorized gasoline powered items are brand new and *have never been started. These items do not have gasoline in them.* When a customer purchases a gasoline motorized item it is the customers responsibility to bring the item home, fill it with gasoline, and start the item for the first time. None of the items are started or ran for the customer before purchasing unless it is off business property and would only be considered on private property. One UTV will be displayed in front of the store if allowed by the city. When the *business is closed the UTV is* to remain locked/chained down.

A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: August 16, 2016

Subject: Request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings.

Background

On May 12, 2016, Gov. Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling. Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a "mentally or physically impaired person", by allowing them to stay in a "temporary dwelling" on a relative's or caregiver's property.

The structures can be no more than 300sf and are limited to 6 months, with a one-time 6-month renewal option. One structure per property. Structures must be connected to sewer and water.

Staff is concerned that these structures are set up to be fairly permanent which could lead to issues in getting them removed after the permit expired. There is also the concern of reviewing medical documents to determine if an individual is eligible for a permit.

The law requires that cities follow and implement the new law unless the City chooses to pass an ordinance opting out of it. The LMC has provided a model ordinance for opting out. Andover was once of the first Cities to adopt an ordinance to opt out. Staff have been in contact with them regarding the process. It was added to their General Zoning Provisions (Section 4 of Isanti's Zoning Code) The law goes into effect September 1, 2016, so it would be best to decide whether the City would like to opt out prior to that date.

Staff Request

To consider recommending approval of the attached ordinance amending Zoning Ord. 445, Section 4 General Provisions.

Planning Commission Recommendation:

Motion by Bergley second by Cesafsky to recommend approval of the request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings bases on the Findings of Fact and Conclusions. Motion carried unanimously.

Attachments

- Ordinance No. XXX

- Findings of Fact and Conclusions
- LMC – Temporary Family Health Care Dwellings of 2016 Fact Sheet.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE 445 ZONING; SECTION 4 GENERAL PROVISIONS; SUBDIVSION 3 BUILDING RESTRICTIONS TO OPT-OUT OF THE REQUIREMENTS OF MINNESOTA STATUTES, SECTION 462.3593

THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

Ordinance 445 Zoning, Section 4: General Provisions, Subdivision 2 Building Restrictions is hereby amended to read as follows:

A. No cellar, garage, tent, or accessory building shall at anytime be used as an independent residence or dwelling unit, temporarily or permanently.

B. Existing basements used as an independent dwelling unit shall have the status of a nonconforming use, subject to the provisions of Section 19 of this Ordinance and to applicable building codes.

C. Except in the case of Planned Unit Developments and multi-family developments as provided in this Ordinance, not more than one (1) principal building shall be located on a lot. The words "principal building" shall be given their common, ordinary meanings, in case of doubt or on any question or interpretation; the decisions of the Zoning Administrator shall be final, subject to the right of appeal to the City Council.

D. Temporary Habitations. Temporary dwellings including travel trailers, campers, tents, recreational vehicles, and other vehicles or structures which are adaptable for living and may be reasonably transported may be used for dwelling purposes for a period not to exceed thirty (30) consecutive days in any twelve (12) month period. Only one (1) temporary dwelling may be placed on a parcel or lot.

E. Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of Isanti opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

~~E.~~F.Moved Buildings. No building shall at anytime be moved into or within the City without being issued a building permit and without being in compliance with City ordinances. Any building or structure being moved into the City shall be required to notify City staff as to the date, time and route of such a move.

~~F.~~G.Height Exceptions. The building height limits established shall not apply to belfries, cupolas, domes, spires, monuments, airway beacons, radio towers, flag poles, chimneys or flues; nor to elevators, watertanks, poles, towers, or other structures for essential service; nor to agricultural structures for essential service; nor to similar structures extending above the roof of any building, nor to necessary mechanical appurtenances.

~~G.~~H.General Building Standards. Unless specified elsewhere within this Ordinance, the following standards shall apply to all residential structures:

1. The length of a residential structure shall not exceed three (3) times the width, excluding the garage.
2. A permanent, full perimeter foundation that complies with building code requirements shall be provided with frost footings.
3. All residential structures, including manufactured homes, must comply with building code requirements for single-family detached dwellings.

4. All manufactured homes shall have available for inspection, manufacturer's instructions specifying how said dwelling is to be situated on a permanent foundation.
5. Unless located in a designated manufactured home development subject to standards as provided within this Ordinance, all manufactured homes located within a residential district shall comply with the provisions of the underlying zoning district.

~~H.~~I. Minimum Ground Floor Area. All dwellings must have a ground floor area of at least five hundred (500) square feet, unless stipulated otherwise within this Ordinance.

~~I.~~J. Buildings or structures consisting of pole type construction are prohibited in all zoning district classifications.

II. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 16th day of August 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings

Findings of Fact

1. The Development and Operations Advisory Committee requested the Planning Commission review an amendment to Section 4 General Provisions of the Zoning Ordinance at their regularly scheduled meeting on July 21st, 2016.
2. On May 12, 2016 Governor Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.
3. The law exempts these dwellings from typical zoning authority and requires cities to approve them within 15 days.
4. The law would create higher densities by allowing two dwelling units on lots zoned for one dwelling unit.
5. The structure does not have to meet state building, plumbing, electrical code or building permit requirements.
6. There are no provisions for permit administration, inspections or enforcement action, to include an escrow for the cost of bringing the property back into compliance once the permit expires.
7. The law includes a provision for cities to opt out of the requirement through an ordinance.
8. The law goes into full effect September 1, 2016.
9. While the intent of the Ordinance remains intact, amendments must be made to the Ordinance regulations to ensure that the appropriate requirements are being used.
10. Notification of the public hearing was provided for within the City's official newspaper on Wednesday, July 27th, 2016.
11. The Planning Commission reviewed the requested text amendment to the Zoning Ordinance during a public hearing held at their regularly scheduled meeting on August 10th, 2016.

Conclusions

1. In review of the Ordinance requirements provided for within Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D), the following conclusions have been made *(conclusions to each requirement have been shown in underlined italics):*
   a. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the City Comprehensive Plan, including public facilities and capital improvement plans.
   The ordinance amendment helps to protect the future development of Isanti, which is consistent with the City's Comprehensive Plan.
   b. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
   The ordinance amendment adds a critical provision regarding temporary dwellings.
   c. There is adequate infrastructure available to service the proposed action.
   Not applicable.
   d. There is an adequate buffer or transition provided between potentially incompatible districts.
   Not applicable.

Decision

The Planning Commission held a public hearing on the item at the **August 10th, 2016** meeting. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusions.

9-=Planning Commission Recommendation:

Motion by Bergley second by Cesafsky to recommend approval of the request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings bases on the Findings of Fact and Conclusions. Motion carried unanimously.

LEAGUE OF MINNESOTA CITIES

CONNECTING & INNOVATING
SINCE 1913

Temporary Family Health Care Dwellings of 2016

Allowing Temporary Structures – What it means for Cities

Introduction:

On May 12, 2016, Gov. Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.[1] Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a "mentally or physically impaired person", by allowing them to stay in a "temporary dwelling" on a relative's or caregiver's property.[2]

Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at 2016 Laws, Chapter 111.

Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. When analyzing whether or not to opt out, cities may want to consider that:

- The new law alters a city's level of zoning authority for these types of structures.
- While the city's zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city's zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city's local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

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[1] 2016 Laws, Chapter 111.

[2] Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota's Temporary Health Care Dwelling law.

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- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that individual's power of attorney sign the permit application or a consent to release his or her data.
- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties[3]. Cities should consider whether there is an interplay between these two statutes.

Do cities need to do anything to have the new law apply in their city?

No, the law goes into effect Sept. 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances.

Do cities lose the option to opt out after the Sept. 1, 2016 effective date?

No, the law does not set a deadline for opting out, so cities can opt out after Sept. 1, 2016. However, if the city has not opted out by Sept. 1, 2016, then the city must not only have determined a permit fee amount[4] before that date (if the city wants to have an amount different than the law's default amount), but also must be ready on that date to accept applications and process the permits in accordance with the short timeline required by the law. Cities should consult their city attorney to analyze how to handle applications submitted after Sept. 1, 2016, but still pending at the time of a later opt out.

What if a city already allows a temporary family health care dwelling as a permitted use?

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

What process should the city follow if it chooses to opt out of this statute?

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.[5]

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[3] See Minn. Stat. §394.307

[4] Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of $100 for the initial permit with a $50 renewal fee, but authorizes a city to provide otherwise by ordinance.

[5] For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the

Does the League have a model ordinance for opting out of this program?

Yes. Link to opt out ordinance here: Temporary Family Health Care Dwellings Ordinance

Can cities partially opt out of the temporary family health care dwelling law?

Not likely. The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cites wanting to just partially opt out from the statute should consult their city attorney.

Can a city adopt pieces of this program or change the requirements listed in the statute?

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

What is required in an application for a temporary family health care dwelling permit?

The mandatory application requests very specific information including, but not limited to:[6]

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more "instrumental activities of daily life;"[7]

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statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

[6] New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

[7] This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as "activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community."

- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

Who can host a temporary family health care dwelling?

Placement of a temporary family health care dwelling can only be on the property where a "caregiver" or "relative" resides. The statute defines caregiver as "an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring." The definition of "relative" includes "a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships."

Is this program just for the elderly?

No. The legislature did not include an age requirement for the mentally or physically impaired dweller. [8]

Who can live in a temporary family health care dwelling and for how long?

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as "mentally or physically impaired," defined as "a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state." The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

[8] The law expressly exempts a temporary family health care dwelling from being considered "housing with services establishment", which, in turn, results in the 55 or older age restriction set forth for "housing with services establishment" not applying.

What structures qualify as temporary family health care dwellings under the new law?

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the "granny flat" with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;
- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means[9]);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter 1360 (prefabricated buildings) or 1361 (industrialized/modular buildings), "and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2"[10]; and
- Must contain a backflow check valve.[11]

Does the State Building Code apply to the construction of a temporary family health care dwelling?

Mostly, no. These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

What health, safety and welfare requirements does this new law include?

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where "septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner."

What local ordinances and zoning apply to a temporary health care dwelling?

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings.

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[9] The Legislature did not provide guidance on what represents "other comparable means".
[10] ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at https://www.ansi.org/.
[11] New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city's other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

What permit process should cities follow for these permits?

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame within which the local governmental unit can make a decision on the permit. Due to the time sensitive nature of issuing a temporary dwelling permit, the city does not have to hold a public hearing on the application and has only 15 days (rather than 60 days) to either issue or deny a permit. For those councils that regularly meet only once a month, the law provides for a 30-day decision. The law specifically prohibits cities from extending the time for making a decision on the permit application. The new law allows the clock to restart if a city deems an application incomplete, but the city must provide the applicant written notice within five business days of receipt of the application identifying the missing information.

Can cities collect fees for these permits?

Cities have flexibility as to amounts of the permit fee. The law sets the fee at $100 for the initial permit with a $50 renewal fee, unless a city provides otherwise by ordinance

Can cities inspect, enforce and ultimately revoke these permits?

Yes, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

How should cities handle data it acquires from these permits?

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected heath data or other nonpublic data, the city could, for example, request that the required certification of need simply state "that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living", without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

Should the city consult its city attorney?

Yes. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

Where can cities get additional information or ask other questions.

For more information, contact Staff Attorney Pamela Whitmore at pwhitmore@lmc.org or LMC General Counsel Tom Grundhoefer at tgrundho@lmc.org. If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.

A Community For Generations.

Isanti

K.6.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: August 16, 2016

Subject: A Resolution Setting a Public Hearing to Vacate an Ingress and Egress Easement and a portion of a Drainage and Utility Easement within Lot 2, Block 1, Isanti Commons Second Addition.

Background

Lot 2, Block 1, Isanti Commons Second Addition is the lot located just south of the Coborn's grocery store. The lot contains a 66-foot ingress/egress drainage and utility easement on the west side of the property. In order to prepare this property for development, the ingress and egress easement needs to be completely vacated and all but ten feet on the north, south and west sides of the drainage and utility easement need to be vacated. This easement was put in place many years ago to allow for access to certain properties which are now accessible via Broadway St SE and 6th Ave NE.

Vacations require a 30-day notice prior to the public hearing.

Staff Request

Set a public hearing for Tuesday, September 20th, 2016.

Attachments

- Resolution No. 2016-XXX
- Property Survey showing Easement Location

CITY OF ISANTI
COUNTY OF ISANTI
STATE OF MINNESOTA

RESOLUTION NO. 2016-

A RESOLUTION SETTING A PUBLIC HEARING ON AN EASEMENT VACATION

THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Council of the City of Isanti pursuant to Minnesota Statute 412.851 desires to consider the vacation of an easement legally described as:

That part of Lot 2, Block 1, ISANTI COMMONS SECOND ADDITION, Isanti County, Minnesota, described as follows:

The South 66 feet of that part of the NE ¼ of SW ¼ lying Easterly of the Easterly right of way line of State Trunk Highway No. 65, as measured at right angles to the south line of said NE ¼ of SW ¼, Isanti County, Minnesota

AND

That part of the South 295 feet of the NE ¼ of SW ¼ (as measured at right angles to the south line of said NE ¼ of SW ¼), lying Easterly of the Easterly right of way line of State Trunk Highway No. 65 and lying Westerly of a line drawn parallel with and distant 66 feet Easterly of said Easterly right of way line of State Trunk Highway No. 65, (as measured at right angles to said easterly right of way line).

EXCEPT

The north, south and west 10.00 feet of said Lot 2 drainage and utility easement only, as measured at right angles to north, south and west lines of said Lot 2.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, COUNTY OF ISANTI, MINNESOTA:

1. The Council will consider the vacation of such easement and a public hearing shall be held on such proposed vacation(s) on the 20th day of September 2016, before the City Council in the City Hall located at 110 First Avenue NW at 7:00 p.m.
2. The City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council this 16th day of August 2016.

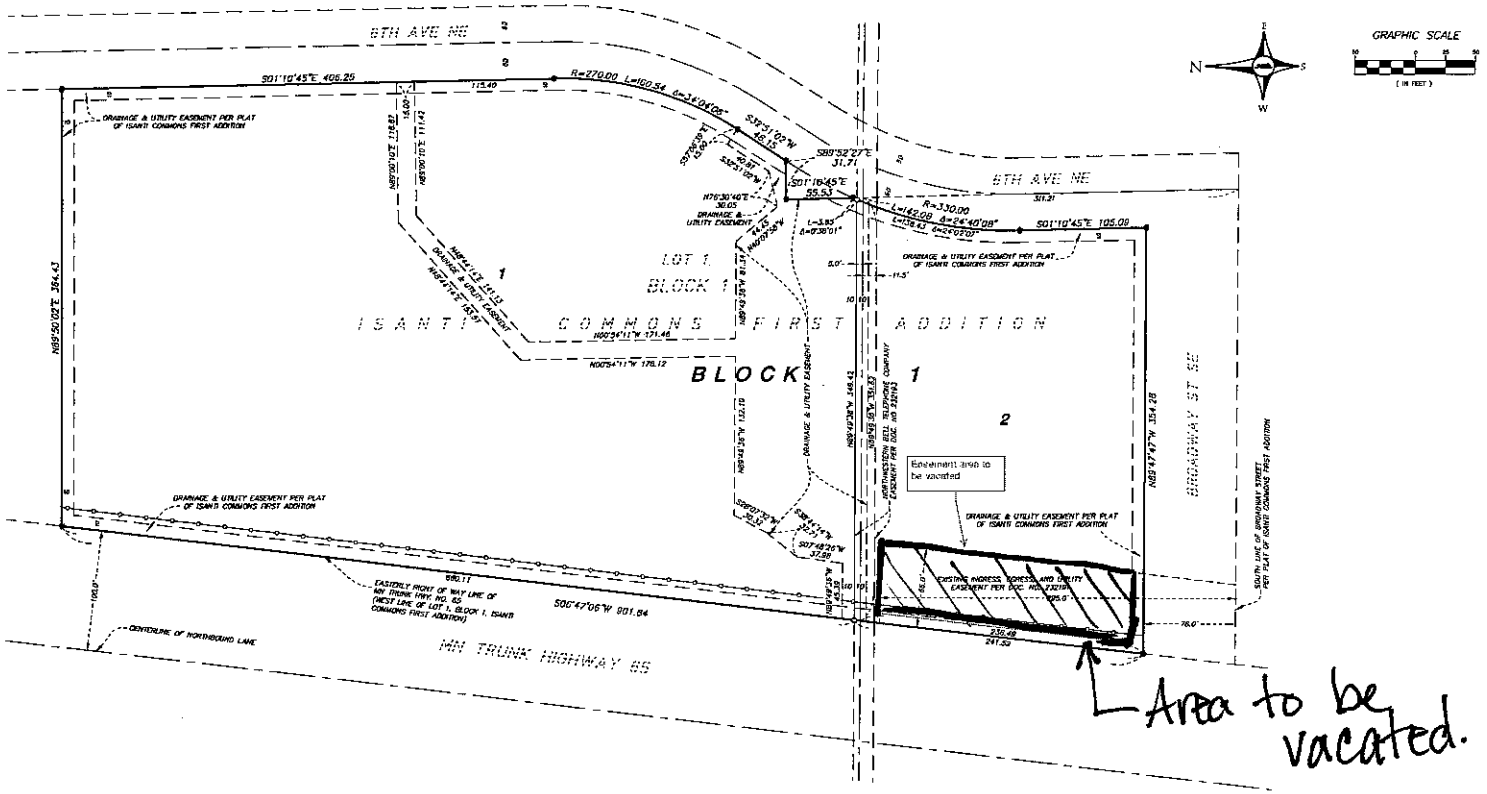
_____
George A. Wimmer, Mayor

ATTEST:

Lindsey McInnis
Human Resources/City Clerk

ISANTI COMMONS SECOND ADDITION

SEC. 29, TWP. 35, RNG. 23
ISANTI COUNTY



Area to be vacated.

LEGEND

- DENOTES SET IRON MONUMENT
- DENOTES FOUND MONUMENT
- DENOTES ACCESS CONTROL DEDICATED TO MNDOT ON THE PLAT OF ISANTI COMMONS FIRST ADDITION

NOTE REGARDING WETLANDS

THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES, UNITED STATES CORPS OF ENGINEERS AND OTHER WATER MANAGEMENT AGENCIES HAVE CATEGORIZED VARIOUS WETLANDS, WHICH ARE NOT ACKNOWLEDGED BY CHAPTER 505.01, SUBDIVISION 1 OF MINNESOTA STATUTES AND MAY NOT BE SHOWN HEREON. DEVELOPMENT OF LANDS CONTAINING SAID WETLANDS MAY BE SUBJECT TO SPECIAL CONDITIONS OR LIMITATIONS.

BEARING NOTE

FOR THE PURPOSES OF THIS PLAT, SOUTH LINE OF LOT 1, BLOCK 1, ISANTI COMMONS FIRST ADDITION, IS ASSUMED TO BEAR SOUTH 89 DEGREES 47 MINUTES 47 SECONDS EAST (ISANTI COUNTY HARN GEODETIC HADDJ - 1996 ADJUSTMENT).

KNOW ALL MEN BY THESE PRESENTS: That Isanti Holdings, LLC, a Minnesota limited liability corporation, owner and proprietor of the following described property situated in the County of Isanti, State of Minnesota, to wit:

Lot 1, Block 1, ISANTI COMMONS FIRST ADDITION, according to the plat thereof on file and of record in the office of the County Recorder, Isanti County, Minnesota.

Subject to easements, restrictions, or reservations of record, if any.

Has caused the same to be surveyed and platted as ISANTI COMMONS FIRST ADDITION and do hereby donate and dedicate to the public for public use forever the public way as shown on this plat, and also dedicating the easements as shown on this plat for public utility and/or drainage purposes only.

In witness whereof said Isanti Holdings, LLC has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

_____
Kevin L. Christianson, President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument by Kevin L. Christianson, President of Isanti Commons, LLC, a Minnesota limited liability corporation, on behalf of the corporation, was acknowledged before me this _____ day of _____, 20____.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that I have surveyed and platted or directly supervised the surveying and platting of the land described on this plat; that this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated on the plat; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of this date are shown and labeled; and all public ways are shown and labeled; and that there are no wetlands, as defined in MS 505.01, Subd. 3, or public highways to be designated other than shown. (Subject to note regarding wetlands on the face of this plat.)

_____
Kyle J. Reddy, Land Surveyor
Minnesota License Number 42627

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kyle J. Reddy, Land Surveyor, Minnesota License Number 42627.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that this plat has been checked and recommended for approval as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20____.

_____
Isanti County Surveyor
Minn. License No. _____

Approved by the City Council of Isanti, Minnesota, this _____ Day of _____, 20____, and is in compliance with the provisions of Chapter 505.03, Subd. 2, Minnesota Statutes.

_____ _____
Mayor City Administrator

Approved as to form and execution this _____ day of _____, 20____

_____
Isanti City Attorney

Recommended for approval this _____ day of _____, 20____

_____
Isanti City Engineer

Approved by the Planning Commission of the City of Isanti, Minnesota on this _____ day of _____, 20____.

_____ Attest _____
Chairperson Secretary

I hereby certify that the taxes for the year _____ on the property described herein have been paid and that there are no delinquent taxes and transfer entered on this _____ day of _____, 20____.

_____ By _____, Deputy
Isanti County Auditor-Treasurer

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20____ at _____ o'clock __.M. and was duly recorded as Document No. _____

_____
County Recorder, Isanti County, Minnesota.

APA CONSULTING ENGINEERS & SURVEYORS
CAMBRIDGE, MN

K.7.

A Community For Generations.

Isanti

MEMO

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: August 9, 2016
Subject: **$32,375.00 Safe and Sober Grant Acceptance**

Background:
The City Council had authorized the Chief of Police to apply for the Safe and Sober Grant Acceptance in June of 2016. This grant provides extra patrol and heightened enforcement for seatbelt usage, DUI enforcement and speeding violations which all tend to be the most dangerous actions that lead to injury and death of the motoring public.

Action:
I am requesting that the City Council accept the $32,375.00 grant award from the Minnesota Department of Public Safety – Office of Traffic Safety – Safe and Sober Grant Program, on behalf of the Police Department.

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING STAFF TO ACCEPT THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY – OFFICE OF TRAFFIC SAFETY - SAFE AND SOBER GRANT PROGRAM

WHEREAS, the Isanti Police Department had the opportunity to apply for the Minnesota Department of Public Safety – Office of Traffic Safety – Safe and Sober Grant Program; and

WHEREAS, the Police Department makes use of grant opportunities to provide better service to the community; and

WHEREAS, the City of Isanti Police Department was awarded the grant to enhance existing enforcement practices.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the acceptance of the Minnesota Department of Public Safety – Office of Traffic Safety – Safe and Sober Program in the amount of $32,375.00.

This resolution was duly adopted by the Isanti City Council this 16th day of August, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

L.1.

City of Isanti

Gross Payroll	81,138.26
Social Security & Medicare	4,368.42
Public Employees Retirement	8,034.94
Total City Expense	93,541.62

Pay Date 8-12-2016

Pay Period 17 (7/24 - 8/6/16)

CITY OF ISANTI

*Check Summary Register©

August 2016

AP160802

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044642	MODERN TITLE	8/11/2016	$1.52
Paid Chk# 044643	MODERN TITLE	8/11/2016	$1.52
Paid Chk# 044644	MODERN TITLE	8/11/2016	$1.52
Paid Chk# 044645	MODERN TITLE	8/11/2016	$1.52
Paid Chk# 044646	MODERN TITLE	8/11/2016	$56.86
Paid Chk# 044647	WEX BANK	8/11/2016	$2,040.86
Paid Chk# 044648	LIBERTY TITLE	8/11/2016	$20.01
Paid Chk# 044649	ALL AMERICAN TITLE CO.,INC.	8/11/2016	$70.26
Paid Chk# 044650	APPLIED CONCEPTS, INC.	8/11/2016	$104.50
Paid Chk# 044651	ARTISAN BEER COMPANY	8/11/2016	$267.00
Paid Chk# 044652	BELLBOY CORPORATION	8/11/2016	$8,306.51
Paid Chk# 044653	BERNICK'S PEPSI-COLA	8/11/2016	$1,530.40
Paid Chk# 044654	BILL'S QUALITY CLEANING	8/11/2016	$821.00
Paid Chk# 044655	BOYLE, EUGENE	8/11/2016	$3,420.80
Paid Chk# 044656	C & L DISTRIBUTING	8/11/2016	$192.50
Paid Chk# 044657	CENTER POINT ENERGY	8/11/2016	$635.47
Paid Chk# 044658	CENTURYLINK BUSINESS SERVI	8/11/2016	$29.75
Paid Chk# 044659	CHANTICLEAR PIZZA	8/11/2016	$50.48
Paid Chk# 044660	CORYS COMPLETE	8/11/2016	$133.00
Paid Chk# 044661	CRYSTAL SPRINGS ICE	8/11/2016	$617.24
Paid Chk# 044662	CUMMINS NPOWER, LLC	8/11/2016	$1,334.78
Paid Chk# 044663	DAHLHEIMER DISTRIBUTING CO	8/11/2016	$24,803.49
Paid Chk# 044664	ECM PUBLISHERS, INC.	8/11/2016	$35.10
Paid Chk# 044665	FEDERATED CO-OPS, INC.	8/11/2016	$1,030.05
Paid Chk# 044666	G & K SERVICES	8/11/2016	$460.36
Paid Chk# 044667	HACH COMPANY	8/11/2016	$52.58
Paid Chk# 044668	HERMAN'S BAKERY	8/11/2016	$35.10
Paid Chk# 044669	ISANTI RENTAL	8/11/2016	$129.38
Paid Chk# 044670	J. J. TAYLOR	8/11/2016	$1,775.18
Paid Chk# 044671	JAC INVESTMENT LLC	8/11/2016	$42.29
Paid Chk# 044672	JOHN HIRSCH'S	8/11/2016	$123.09
Paid Chk# 044673	JOHNSON BROTHERS LIQUOR	8/11/2016	$14,719.98
Paid Chk# 044674	JOSLIN & MOORE	8/11/2016	$5,455.28
Paid Chk# 044675	KAWALEK TRUCKING	8/11/2016	$264.20
Paid Chk# 044676	LIBERTY TITLE	8/11/2016	$10.16
Paid Chk# 044677	LINDEN WEB DESIGN	8/11/2016	$16.00
Paid Chk# 044678	MCDONALD DISTRIBUTING CO.	8/11/2016	$28,715.65
Paid Chk# 044679	MENARDS - CAMBRIDGE	8/11/2016	$2,040.37
Paid Chk# 044680	MINNCO CREDIT UNION	8/11/2016	$2,345.34
Paid Chk# 044681	MN DEPT OF LABOR	8/11/2016	$10.00
Paid Chk# 044682	MN DEPT OF REVENUE	8/11/2016	$24,702.00
Paid Chk# 044683	MODERN TITLE	8/11/2016	$56.86
Paid Chk# 044684	NORTHLAND LANDSCAPING	8/11/2016	$50.48
Paid Chk# 044685	PARTNERS TITLE LLC	8/11/2016	$27.27
Paid Chk# 044686	PAUSTIS & SONS	8/11/2016	$959.26
Paid Chk# 044687	PELTZ, ERIC	8/11/2016	$51.81
Paid Chk# 044688	PHILLIPS WINE & SPIRITS, INC.	8/11/2016	$4,160.69
Paid Chk# 044689	RING, ALEX	8/11/2016	$49.84
Paid Chk# 044690	SEMLER HOMES	8/11/2016	$21.69
Paid Chk# 044691	SIGNS BY JILL	8/11/2016	$100.00
Paid Chk# 044692	SOUTHERN GLAZERS OF MN	8/11/2016	$3,307.73
Paid Chk# 044693	STAR	8/11/2016	$110.00
Paid Chk# 044694	THE TITLE GROUP	8/11/2016	$65.32
Paid Chk# 044695	TOSHIBA FINANCIAL SERVICES	8/11/2016	$362.22
Paid Chk# 044696	TSCHIDA, JOHN	8/11/2016	$55.24
Paid Chk# 044697	US INTERNET	8/11/2016	$57.80

CITY OF ISANTI

*Check Summary Register©

AP160802

August 2016

(Page 2 of 2)

	Name	Check Date	Check Amt
Paid Chk# 044698	VIKING COCA-COLA BOTTLING	8/11/2016	$494.62
Paid Chk# 044699	VIKING TROPHIES	8/11/2016	$118.45
Paid Chk# 044700	WATSON CO., INC.	8/11/2016	$3,170.71
Paid Chk# 044701	WEX BANK	8/11/2016	$1.69
Paid Chk# 044702	WINE MERCHANTS	8/11/2016	$120.00
Paid Chk# 044703	WINTER GREENS	8/11/2016	$152.54
		Total Checks	$139,897.32

CITY OF ISANTI

*Check Summary Register©

AP160801

August 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044586	FRANSEN, LINDA	8/8/2016	$530.00
Paid Chk# 044587	BCA	8/8/2016	$180.00
Paid Chk# 044588	VERIZON WIRELESS	8/8/2016	$516.81
Paid Chk# 044589	10,000 LAKES CHAPTER	8/8/2016	$100.00
Paid Chk# 044590	7-UP BOTTLING	8/8/2016	$310.42
Paid Chk# 044591	ADVANTAGE SIGNS	8/8/2016	$135.58
Paid Chk# 044592	AEM FINANCIAL SOLUTIONS, LL	8/8/2016	$11,750.00
Paid Chk# 044593	ARC IRRIGATION	8/8/2016	$451.77
Paid Chk# 044594	AUTO VALUE CAMBRIDGE	8/8/2016	$52.98
Paid Chk# 044595	BCA	8/8/2016	$1,190.00
Paid Chk# 044596	BCBSM	8/8/2016	$19.14
Paid Chk# 044597	BOLTON & MENK, INC.	8/8/2016	$19,994.71
Paid Chk# 044598	BREAKTHRU BEVERAGE	8/8/2016	$1,028.00
Paid Chk# 044599	CITY OF ISANTI	8/8/2016	$86.00
Paid Chk# 044600	CITY OF SAINT PAUL	8/8/2016	$113.50
Paid Chk# 044601	CIVIC SYSTEMS, LLC	8/8/2016	$210.00
Paid Chk# 044602	COMPLETE SECURITY SOLUTIO	8/8/2016	$2,850.00
Paid Chk# 044603	CORYS COMPLETE	8/8/2016	$69.00
Paid Chk# 044604	DENNISON TECHNOLOGY GRO	8/8/2016	$371.50
Paid Chk# 044605	DIAMOND VOGEL PAINT	8/8/2016	$841.85
Paid Chk# 044606	ECM PUBLISHERS, INC.	8/8/2016	$286.86
Paid Chk# 044607	EVERETT, KATIE	8/8/2016	$85.43
Paid Chk# 044608	FASTENAL COMPANY	8/8/2016	$171.41
Paid Chk# 044609	FRANSEN, LINDA	8/8/2016	$530.00
Paid Chk# 044610	GOPHER STATE ONE-CALL, INC.	8/8/2016	$195.75
Paid Chk# 044611	HACH COMPANY	8/8/2016	$33.08
Paid Chk# 044612	HENRYS WATERWORKS,INC.	8/8/2016	$1,197.08
Paid Chk# 044613	INNOVATIVE OFFICE	8/8/2016	$371.01
Paid Chk# 044614	ISANTI ELECTRIC INC	8/8/2016	$2,084.72
Paid Chk# 044615	ISANTI REDBIRDS	8/8/2016	$249.81
Paid Chk# 044616	ISANTI RENTAL	8/8/2016	$216.68
Paid Chk# 044617	ISANTI TIRE & AUTO CARE	8/8/2016	$22.00
Paid Chk# 044618	KNIFE RIVER	8/8/2016	$33.15
Paid Chk# 044619	MCCLOSKEY, IAN	8/8/2016	$9,954.60
Paid Chk# 044620	MENARDS - CAMBRIDGE	8/8/2016	$28.94
Paid Chk# 044621	MINNESOTA COUNTY	8/8/2016	$44.00
Paid Chk# 044622	MINNESOTA HOUSING FINANCE	8/8/2016	$11,229.17
Paid Chk# 044623	MVTL LABORATORIES, INC.	8/8/2016	$558.40
Paid Chk# 044624	NAPA AUTO PARTS	8/8/2016	$236.83
Paid Chk# 044625	NORTH COUNTRY LAWN CARE	8/8/2016	$356.25
Paid Chk# 044626	OLSON POWER & EQUIPMENT	8/8/2016	$118.50
Paid Chk# 044627	PSN	8/8/2016	$49.95
Paid Chk# 044628	REICHMANN, WADE	8/8/2016	$585.00
Paid Chk# 044629	RESOURCE TRAINING	8/8/2016	$29,770.00
Paid Chk# 044630	RIVERSIDE MARKET	8/8/2016	$18.76
Paid Chk# 044631	SAMES, RICHARD	8/8/2016	$25.00
Paid Chk# 044632	SELECTACCOUNT	8/8/2016	$27.43
Paid Chk# 044633	ST.PAUL STAMP WORKS	8/8/2016	$17.00
Paid Chk# 044634	TR COMPUTER SALES, LLC	8/8/2016	$4,232.75
Paid Chk# 044635	UPS	8/8/2016	$10.00
Paid Chk# 044636	URBANS HARDWARE	8/8/2016	$690.16
Paid Chk# 044637	V.F.W. POST 2735	8/8/2016	$282.00
Paid Chk# 044638	VERIZON WIRELESS	8/8/2016	$625.95
Paid Chk# 044639	WILDERNESS HOTEL &	8/8/2016	$252.13
Paid Chk# 044640	XEROX CORPORATION	8/8/2016	$90.41
Paid Chk# 044641	ZARNOTH BRUSH WORKS, INC.	8/8/2016	$1,220.00

CITY OF ISANTI

*Check Summary Register©

AP160801

August 2016

Name	Check Date	Check Amt
Total Checks		$106,701.47

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
July 5, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:24 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley and Tara Hallberg

Commissioners Absent: Steve Lundeen

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

Motion to approve Agenda as presented by Lorinser, second by Collison, motion carried unanimously.

3. Approve Minutes of June 7, 2016 Regular Economic Development Meeting

Motion by Lorinser second by Bergley to approve the minutes for June 7, 2016. Motion carried unanimously.

4. Consider Adoption of Resolution 2016-2 RESOLUTION ORGANIZING THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF ISANTI MINNESOTA

Motion by Lorinser second by Bergley to approve the resolution organizing the economic development authority of the city of Isanti, Minnesota. Motion carried unanimously.

5. Hotel and Isanti Tourism Discussion

Economic Development Director Sullivan introduced Economic Development Intern Skalicky. Skalicky spoke to the risks and profits of a city owned hotel. She highlighted the fact that the majority of municipal hotels had a larger population and different draws than Isanti. Skalicky spoke to the incentives from cities to finance a hotel. She pointed to the feasibility and exit strategies for cities who own hotels. Skalicky gave examples of high attendance events held annually in the City

of Isanti. She noted what competitors were offering, what other amenities could be provided for guests, the benefits of these amenities to residents, and what partnerships could be made. She highlighted the occupancy rates in the region as compared to that of what the hotel would have to have. She spoke to the risks of an underperforming hotel and the courses of action the city would need to take. She noted what other factors should be considered.

President Wimmer asked if the smaller communities were in a larger area or more stand-alone communities. Skalicky stated that example was from Myrtle Beach. Discussion ensued about the area and why the city chose to get involved.

Sullivan asked if there were any questions in regards to anything they heard.

Bergley asked if there were examples of exit strategies from hotels that weren't successful. President Wimmer noted that those examples were in the text. Skalicky confirmed that those were direct examples.

Dragisich asked if the occupancy came from the survey. Sullivan pointed to the different specific occupancy levels in the state, and from the specific region in the IDM Survey. President Wimmer spoke to the better information we will gain from the EIC survey.

Dragisich asked about previously interested investors. Discussion on this came from President Wimmer and Sullivan.

Sullivan talked about how to market the area, and the event surveys. He speculated on how to get the information out to businesses in the area and show them what profits they could be making. President Wimmer also speculated on how the information could benefit business owners and the City of Isanti in general.

Collison wondered at the willingness of businesses in Isanti to market their business versus businesses in other areas. Discussion followed on getting businesses to market themselves at events, and provide incentives to keep the spending by visitors in the City of Isanti, and how to provide the materials to the visitors.

Lorinser asked about the survey and whether we already had survey data or occupancy rates on event weekends in the region. President Wimmer stated it would be simple to call hotels prior to events to see if they were booked to capacity. He also touched on what could be booked by the event coordinators if there was a hotel closer to the complexes. Discussion followed on retaining events in the city, drawing in new events, and how many people from the events booked a hotel room.

Motion by Bergley second by Collison to ask the North 65 Chamber to support the City of Isanti getting a hotel. Motion carried unanimously.

Motion by Collison second by Bergley to research a City of Isanti Gift Bag. Motion carried unanimously.

5. Other Business / Updates / Communications

Economic Development Director Sullivan indicated that Isanti was working on CGI Video. The videographer will be in town July 7 and 8th.

Dragisich wondered what direction the city plans on going in since we have secured pharmacy, clinic and whether we should update the marketing plan. President Wimmer stated that he has been hearing many suggestions from the community and that the City has to continue to build. Sullivan said that they are also looking at more housing options, and there was a discussion on that. There was a discussion also on the amount of retail space the City has left and the cost of renting space.

Sullivan highlighted that the City is at 43 new single family housing permits which is 2 more than last year's total, and that more are in the works of being acquired.

Sullivan provided an update on NLX project. He indicated that the committee was on track to have all project planning and specifications complete by the end of 2017.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee Update
e. CGI
f. 100- 102 Dahlin
g. Housing Starts in 2016
h. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Bergley motioned, seconded by Collison to adjourn at 8:18 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 5th day of July, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
JULY 12, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Paul Bergley, Steve Lundeen, Wayne Traver, Greg Cesafsky, and Jim Kennedy.

Members Absent: None

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated she wanted to 5.A. to discuss the concept of an overlay district along the Highway 65 corridor.

2. Approval of Minutes from June 14, 2016 Planning Commission Meeting.

Duncan questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Kennedy to approve the June 14th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Bobby and Chad Bunes for an Interim Use Permit to allow for a pet grooming salon to be located within the Dual Square Mall located at 401 East Dual Blvd NE, Suite 114.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Motion by Lundeen second by Bergley to recommend approval of the request from Bobby and Chad Bunes for an Interim Use Permit to allow for the establishment of a pet grooming salon on the property located at 401 East Dual Blvd NE, Suite 114 based on the Findings of Fact and Conclusion with the following conditions:

1. The petitioner shall make application for and receive approval of any appropriate additional permits (building, plumbing, etc.) from the Building Official related to the business operation.
2. The petitioner shall obtain any necessary County or State licenses for the business; and copies of such shall be provided to the City.
3. The premises in which the animals will be kept and groomed shall be kept in a clean, sanitary, healthful, and humane manner at all times; and shall be open to inspection by the Animal Warden or other person charged with the enforcement of Chapter 87 of the Isanti City Code or any other health or sanitary regulation of the City at reasonable times. Failure to do so shall constitute grounds for the revocation of the Interim Use Permit.
4. Dogs shall be leashed at all times coming both to and from any vehicle arriving for an appointment.
5. The property shall be kept clean. All dog feces shall be picked up and removed from the property on a daily basis.
6. The Interim Use Permit is granted to Bobby and Chad Bunes for the property located at 401 East Dual Blvd NE. The Interim Use Permit shall terminate upon the occurrence of any of the following events; whichever comes first: (1) the sale or lease of the property to another renter or owner; (2) the use has been discontinued for one year; or (3) the City Council suspends or revokes the Interim Use Permit upon failure of the interim use to comply with the conditions of approval and/or the property or use is found to be in violation of other City Ordinances.

Motion carried unanimously.

4. Other Business.

A. Resolution and Ordinance to Amend Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan asked if Motor Vehicles Sales were listed as a Condition Use in the B-2 District prior to the rewrite.

Achman confirmed that it was.

Motion by Bergley second by Cesafsky to recommend approval of a Resolution and Ordinance to Amend Zoning Ordinance No. 445, Section 7 Business District, Subdivision 3 Conditional Uses to Correct an Inadvertent Omission of Motor Vehicle Sales. Motion carried unanimously.

5. Discussion Items.

A. Discussion on a Highway 65 Overlay District.

Duncan read the item into the minutes.

Achman stated that with recent development occurring along Highway 65, staff has been discussing the importance of an overlay district. The overlay district would have enhanced requirements to ensure a nicer look along 65. Maybe the district only extends 500 feet out on each side of the highway and those properties need to have a certain type of façade, increased

landscaping, and certain uses typically allowed in the B-2 may not be permitted along this corridor. Maybe we prohibit businesses such as car dealerships and focus on retail/commercial and office along 65. Staff is requesting that the Planning Commission give some consideration to an overlay district.

Lundeen stated he doesn't want to see the City start limiting businesses on what they have to build. He stated he doesn't want to deter businesses from coming to Isanti. He agreed that he doesn't want to see them look trashy, but doesn't think stipulations should be placed on businesses and how they look. Lundeen felt this discussion was stemming from the Coborn's building and how blah it is. He further stated that the building was not constructed as shown in their drawings that were submitted to the City and approved. Lundeen stated he doesn't want to see the City put any stipulations on the buildings. He said he could understand some landscaping. The City already stipulates that it can't be a steel building or a pole structure. That's understandable, but he doesn't want to see the City start forcing decorative building.

Bergley asked if it was staff's intent to start forcing buildings to have a certain type of brick.

Achman stated the B-2 District currently has requirements for what can be on the exterior of a building; however, there are not limitations on the amount of material that can be used. For example, a building could have an exterior material of EFIS. It could span for 100 feet with nothing on it and meet our requirements. The overlay district would require that every 50 feet of building would need to be broken up to give the building more dimension and create a more visually pleasing structure. It could be broken up by windows or architectural features to break up the blank space. Landscaping could be included with this as well. The City currently has an overlay district in the downtown. Overlay districts are not uncommon along main corridors in many communities. It would also provide the City with the opportunity to discuss what uses may or may not fit along the corridor. The uses need to be appealing to people driving through the City.

Bergley asked if this discussion stemmed from Coborn's.

Achman stated that it's a number of projects. The city is getting more and more inquiries about properties along the Highway 65 corridor. There is a lot of land available. If the City wants to make a change and wants the City to look a certain way, now is the time to make some changes.

Lundeen stated that he doesn't want to tell people that they have to do something. He stated he thinks they get regulated enough. As business come into town they don't want to be told they have to put another $30,000 into their business just to be on 65.

Duncan stated that the question at hand seems to be whether the City wants special overlay restrictions or additional requirements along Highway 65 as opposed to the B-2 District.

Achman clarified that the B-2 District would remain the underlying zoning district. The corridor overlay would have special requirements in addition to the B-2 requirements.

Cesafsky asked if there were any more specifics on this type of overlay district. He asked if there were landscaping, or green space requirements, or is it specifically exterior materials.

Achman indicated she felt there could be more specific landscaping requirements. The current requirements are minimal and the City relies on the applicant to supply a landscaping plan verses the City giving the applicant an idea of what the City really wants. Overlay districts typically cover the amount of signage, which is already covered in code, the visual effects of the building, setbacks- the building should be closer to the road and parking behind, breaking up long spans of the building, screening loading doors, etc. It creates a more visually pleasing corridor.

Bergley asked if cost is taken into consideration when creating an ordinance like this.

Lundeen and Kennedy concurred that creating a better looking building costs more.

Duncan asked for clarification on where else in town there are properties zoned B-2.

Achman stated that there are a lot of B-2 properties along Heritage and within the Anlauf Commercial Park where the clinic is being built. She further stated that if an overlay corridor were created, it should only extend a certain distance out from Highway 65 so that it's only affecting properties directly on 65.

Traver questioned how important it was to have an overlay district. Do people really notice these things when they are driving? Can it just be dressed up with some landscaping?

Achman stated that it would be noticeable.

Lundeen made an example out of the O'Reilly Auto store in Cambridge, where people didn't seem to notice it being built even though it's on a main corridor.

Cesafsky asked if staff was referring more to appearance. He provided an example of how when Siren, Wisconsin was rebuilt after a tornado, most of the structures were rebuilt with a log appearance. He stated he assumed that wasn't all by choice. Cesafsky asked how many businesses already in place wouldn't meet the requirements of the corridor overlay.

Achman stated that the city wouldn't go to the extreme that we are choosing a specific look for our city as Siren, WI did. Staff is interested in holding a slightly higher standard that would prevent a bland building and would create more of an inviting feel to the City.

Lundeen stated he didn't think there were many lots remaining along Highway 65 that would affect the appearance of the corridor. He felt there would only be two or three more buildings.

Achman stated that she felt there were more than ten available sites remaining on Highway 65.

Lundeen stated that businesses everywhere are tired of being regulated. Businesses are going to go where they aren't regulated such as the townships.

Duncan felt that another approach would be to improve some of the requirements in the B-2 district rather than creating an overlay district.

Achman stated that the biggest obstacle with that is there are a number of uses allowed in the B-2 District that are not necessarily ideal to be placed along the Highway 65 corridor.

Cesafsky asked if the goal was to have more control over what type of business can be built there. Achman stated that was correct.

Duncan asked for examples those types of businesses.

Achman indicated that businesses such as auto sales or storage facilities wouldn't necessarily be the most desirable along the corridor.

Cesafsky stated that it would be good for the city to have more control over the premium pieces of property that are available in Isanti.

Lundeen indicated that he didn't think businesses like that would spend the money to purchase those locations. The price and taxes would make it cost prohibitive for some businesses to build there.

Cesafsky stated that with the development along the corridor; with the clinic and Coborn's; the corridor only has so many parcel of premium land and to have some control over what goes along the corridor isn't a bad thing.

Lundeen stated he would be more open to regulating what can and cannot be built along the corridor, rather than what the building needs to look like. He further stated that a discussion on façade gets into forcing someone to build something that goes over budget.

Achman stated she didn't think the requirements would be much different than what is in place now.

Duncan stated that it would be more about breaking up the long horizontal spans of the building.

Achman suggested bringing some ideas back to the Planning Commission to give them a better idea of what staff has in mind for a corridor overlay district.

The Commissioners agreed that staff is to bring back ideas to the next Planning Commission meeting.

6. Adjournment

Motion by Bergley second by Lundeen to adjourn the July 12th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:23 p.m.

Dated at Isanti, Minnesota this 12th day of July 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.4.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: August 9, 2016

Subject: Resolution approving an RFP for Labor Legal Services

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With the increase of needed labor legal work for the City, staff has prepared a Request for Proposals (RFP) template for Labor Legal services. As with the Development Attorney RFP, we will advertise this locally and in the League of Minnesota Cities, and send out to recommended firms. The timeline for procurement of these services is as follows:

RFP Advertised:	August 17, 2016
Proposals Due:	September 8, 2016
Committee Review:	September 22, 2016
City Council Action:	October 4, 2016

The Personnel Committee has reviewed the draft RFP. Attached for your consideration is a Resolution approving the Request for Proposals.

RESOLUTION 2016-____

RESOLUTION APPROVING REQUEST FOR PROPOSALS FOR LABOR LEGAL SERVICES

WHEREAS, over time the City of Isanti has utilized labor attorney legal services provided by the City Attorney and other Labor Attorney firms as necessary for labor legal work; and,

WHEREAS, the City is facing increasing need for these professional services to the extent that the City needs a specific firm to provide these services; and,

WHEREAS, in light of this need staff has prepared a Request for Proposals to procure these services. The proposal has been reviewed by the Personnel Committee.

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

1. Approval of the Request for Proposals for Labor Legal Services, attached as Exhibit "A".

2. Publication of notice of the Request for Proposals and distribution to seek proposals for such services from qualified consultants and firms.

This Resolution hereby approved by the Isanti City Council this 16th day of August, 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Attachment A

CITY OF ISANTI

REQUEST FOR PROPOSALS

LABOR LEGAL SERVICES

Proposals Due: September 8, 2016

TABLE OF CONTENTS

I.	INTRODUCTION	3
II.	PROPOSAL INSTRUCTIONS	3
III.	PROPOSAL CONTENT	3
IV.	SERVICES/SCOPE OF WORK	
V.	PROPOSAL EVALUATION AND CONTRACT AWARD	5
VI.	CONTRACT EXECUTION	6
VII.	CITY INFORMATION	6

I. INTRODUCTION

This request has been prepared by the City of Isanti to retain the services of legal consultants / form for the following services:

- Legal Counsel/Consultants specializing in labor law and collective bargaining

II. INSTRUCTIONS FOR PROPOSERS

A. All legal firms shall submit 5 written copies and a PDF copy of their proposals to the City of Isanti.

B. All proposals must be submitted to:
Don Lorsung, City Administrator
dlorsung@cityofisanti.us

C. All proposals must be received no later than 4:30 p.m. Thursday, September 8, 2016.

III. PROPOSAL CONTENT

A. Title Page:
Show the RFP subject, the name of the firm, local address, telephone number, email, website, name of contact person and the date.

B. Table of Contents:
Include a clear identification of the material by section and page number.

C. Cover Letter
Please provide a letter of introduction, discussing the firm, and their interest in serving Isanti.

D. Proposal Content

1. The areas of expertise and general services available.
2. The general qualifications of the firm as related to the requested services.
3. The proposal should address service activities outlined in the scope of work in Section IV. The proposal should expand upon the items and set forth the firm's approach/ability to carry out each activity.
4. The name, experience and qualifications of the person who will be

primarily responsible for fulfilling the obligations as lead City Labor Attorney, and his or her designees who will serve in their absence.

5. The qualifications and resumes of all professional staff that will be responsible for providing legal services.
6. The availability of the aforementioned staff.
7. List and describe any previous or current experience in municipal labor and collective bargaining legal services, specify activities performed, and the name of a person who may be contacted at the municipality.
8. A list of previous or current activities performed for the City of Isanti.
9. Define any potential conflicts of interest the firm might have providing services to the City.
10. Describe your research capabilities, and the references that you utilize. Detail your capability to maintain a proper response time for legal reports and memos.

11. Provide a detailed description and explanation of all fees and/or charges that may arise for provided legal services. Rates should be clearly stated for all levels of staff expected to perform services.

12. Provide References from 4 communities. Include information describing consulting and project work with similar cities served by the firm.

IV. SERVICES / SCOPE OF WORK:

A. Special labor legal counsel will provide legal advice, legal consultation and perform the necessary negotiations or litigation on legal issues such as labor disputes, personnel issues, and other employee/human resources matters. As requested, labor counsel will assist and advise on mediation or arbitration, or litigation (if not covered by LMCIT). A lead Labor Attorney shall be named for the City, with any Associates to perform services in their absence, as proposed by the firm and approved by the City.

B. Advisor to the City Council, Committees and Staff: The Labor Attorney will meet with the City Council, Council Committees, or staff at the request of the City Administrator or Human Resources / City Clerk.

C. Collective Bargaining: The Labor Attorney will also provide counsel on matters relating to the City's collective bargaining with organized labor. As directed, the Labor Attorney may serve as the primary negotiator for the City on collective bargaining contracts

D. Miscellaneous Legal Issues: In addition, the Labor Attorney's office is involved in areas such as preparation of documents for grievances, mediations, arbitrations, court hearings or other legal work regarding labor relations or personnel matters, whether organized or non-bargaining.

V. PROPOSAL EVALUATION AND CONTRACT AWARD

A. The City intends to award a contract to the proposer(s) evaluated to be best qualified to perform the work for the City, cost and other factors considered.

B. Based upon the evaluation by staff, the Personnel Committee will recommend to the City Council the selection of the firm(s) judged to be the most responsive and responsible proposer for each position. The Personnel Committee may choose to conduct interviews of those firms they deem fit. The actual selection of the firm(s) and contract awards will be made by the City Council.

C. The City shall not be liable for any expenses incurred by the proposer including, but not limited to, expenses associated with the preparation of the proposal or final contract negotiations.

D. The City of Isanti reserves the right to reject any and all proposals or to request additional information from any or all proposers.

E. It is anticipated that the City will establish a relationship with a selected firm for a five (5) year term. A contract for this term will be prepared and entered into with the successful proposer.

VI. LEGAL SERVICES CONTRACT EXECUTION

A. Contract Negotiations –

Notwithstanding a contract award, the City reserves the right to negotiate the final terms and conditions of the contract to be executed. Should the City and the proposer(s), to whom the contract(s) is recommended to be awarded, be unable to mutually agree upon the entire contract, the City reserves the right to discontinue negotiations, select another proposer or reject all of the proposals. Upon completion of negotiations agreeable to the City and proposer, a contract shall be executed.

B. Contract Ethics –

1. No elected official or employee of the City who exercises any responsibilities in the review, approval or implementation of the proposal or contract shall participate in any decision which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any City employee or Council person or for any City employee or Council person to solicit, demand, accept or agree to accept from another person or firm, a gratuity or an offer of employment whenever a consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the City.
4. The firm shall not accept any client or project which, by nature, places it in an ethical conflict with its representation of the City of Isanti.

VII. CITY INFORMATION

A. Isanti is an actively developing city with a vibrant historic downtown, residential neighborhoods. With a current population of over 5,500 Isanti is continuing to grow and diversify its commercial and industrial base.

1. City Organization - The City of Isanti is as a statutory, Plan A City and has a Council/Administrator form of government. The City provides a full array of municipal services and general administrative functions. The City has two labor contracts. One is with L.E.L.S (Local#217) representing law enforcement personnel (Police Officers) and one is with I.U.O.E Local No.

49, representing Public Works personnel (Maintenance Technicians, Foreman). All other employees, work under the City Personnel Policy, and contracts (as applicable). The City has 30 full-time employees. Overall employment for the City of Isanti, including part-time employees is 49 F.T.E.

2. City Council - The Isanti City Council is the final review and approval authority regarding all contracts, payments, plans, improvements, policies, procedures, and other business of the City. The City Council, composed of the Mayor, and four City Councilors is the legislative and policy making body of the City. The Mayor, who presides over City Council meetings, is elected at large for a four-year term. The Councilmembers are also elected at large for four-year terms.

3. City Council meetings are held on the first and third Tuesday's of each month. Committee meetings, such as Finance and Personnel Committees, are held twice a month, currently on the first and third Thursdays of each month, typically starting at 8:30 a.m.

4. City Staff – The City Labor Attorney, depending on the project or matter at hand, will work directly with the City Administrator and/or Human Resources/City Clerk. In certain instances, the City Labor Attorney will need to work with the City Attorney.

   The City Administrator shall be the point of contact regarding services under this contract, and in the event clarification or further direction is needed by the Development Attorney.

L.5.

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE SEASONAL PARKS MAINTENANCE POSITION TO GENE WEST

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Seasonal Parks Maintenance position; and

WHEREAS, the Interviewing Panel selected Mr. Gene West as the most qualified candidate for the position.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Human Resources is directed to offer the Seasonal Parks Maintenance position to Mr. West upon completion of a successful background and reference check.
2. That Mr. West will begin work on or after August 17, 2016.
3. That West's seasonal employment will not exceed more than 67 working days within a twelve-month period and the terms and conditions of employment will adhere to all applicable provisions of the International Union of Operating Engineers, Local 49 contract with the City of Isanti in regards to temporary/seasonal employees.
4. Compensation for this position will be $9.50 per hour.
5. That Human Resources is directed to complete all required documentation for completion of this employment offer.
6. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employees' personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 16th day of August, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
August 3, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:45 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, Steve Lundeen and Tara Hallberg

Commissioners Absent: None

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

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

3. Approve Minutes of July 5, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for July 5, 2016. Motion carried unanimously.

4. Consider Recommendation to Declare Garage at 100 Dahlin as Surplus Property

Economic Development Director Sullivan highlighted the history of the project. He asked the EDA if they still wanted to declare the property as surplus property in light of quotes received for the demolition and asbestos removal.

Discussion ensued.

Motion by Collison second by Hallberg to recommend to the City Council to declare the garage located at 100 Dahlin as surplus property. Motion carried unanimously.

5. Review Quotes or Bags for Local Marketing Effort

Economic Development Director Sullivan give a brief summation of the request by the EDA to look into City of Isanti "Goodie Bags" for community events. He went of the various bag types, costs and potential insert items. He asked the EDA for further input.

President Wimmer suggested a larger program that potentially would include "Isanti Bucks" or more buy in / collaboration from local businesses. He indicated that the City program would include all businesses which could potentially be more beneficial that a chamber program due to the fact that not all businesses are chamber members. He cited the farmers market bags and the level of participation by local businesses. He wanted to stress consistency and the fact that the program would "be there" annually.

Commissioner Dragisich stated that we needed buy in from businesses. The bags are only as successful as the items that are in it and we need a good participation rate from businesses.

Member Lorinser stated he attends many events including 5K runs and the "goodie bags" have great items in them. We would hope for the some level of items in our bags.

Member Lundeen said he was in favor of high quality, potentially reusable bags.

Motion by Collison second by Bergley to research a City of Isanti Gift Bag. Motion carried unanimously.

6. Other Business / Updates / Communications

President Wimmer updated the EDA on the Coborn's appearance modification and that SnoBear USA was moving along nicely.

Sullivan handed out housing market information showing trends for and that that City of Isanti is a leader in many areas.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee Update
e. CGI
f. 100- 102 Dahlin
g. Housing Starts in 2016
h. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Bergley motioned, seconded by Collison to adjourn at 8:00 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 3rd day of August, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
AUGUST 10, 2016

M.2.

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Paul Bergley, Wayne Traver, Greg Cesafsky, and Jim Kennedy.

Members Absent: Steve Lundeen (prior notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated that item 3.B. has been withdrawn from the agenda. EverCat Fuels has decided to move their storage container into their existing outdoor storage area rather than expand the area to include the containers outside of it.

2. Approval of Minutes from July 12, 2016 Planning Commission Meeting.

Duncan questioned if there were any comments or changes to the minutes.

Motion by Bergley second by Traver to approve the July 12th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Bergley asked what a UTV was.

Kennedy stated it was a Utility Trail Vehicle.

Bergley wanted to make sure that Mr. Jedneak was aware that there would be no outdoor speaker system allowed.

Mr. Jedneak stated that he was not aware of that, but would not be using one.

Achman stated that one of the conditions of motor vehicle sales is that no outdoor speaker systems can be used. She further stated this is something that is more often requested by larger dealerships.

Bergley asked if there was another auto sales office in the Dual Square Mall.

Achman stated that several have been approved to be within the Dual Square Mall, but none of them have come to fruition.

Duncan asked if the items come fully assembled.

Mr. Jedneak stated that they did not. Typically, the handle bars and a front or back tire need to be put on. They are about 95% assembled. For shipping purposes they come stacked on pallets.

Duncan asked how the assembly relates to the statement that no onsite assembly will occur.

Achman stated that as long as the assembly occurs within the building, there should be no issues.

Mr. Jedneak stated that the UTV's are assembled at another site.

The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota based on the Finding of Fact and Conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.

8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
9. Motor vehicle displays shall take up no more than two 9'x 19' parking stalls.

Motion carried unanimously.

B. Request from EverCat Fuels for Approval of an Amendment to Resolution No. 2013-192 Approving a Conditional Use Permit to allow for Outdoor Storage on the property located at 425 East Dual Boulevard NE, Isanti, Minnesota.

This item has been withdrawn from the agenda.

C. Request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Duncan asked if there was any guidance in the bill for what types of medical conditions would be eligible for the temporary healthcare dwelling?

Achman informed the Planning Commission that there was no guidance. Staff would rely on a note from the person's medical provider stating the dwelling was necessary in order to receive care from a family member, relative or another caregiver. It wouldn't necessarily always be a family member.

Traver asked if this would allow the small homes to be placed right on someone's lot.

Achman confirmed that would be the case, which would create density issues, impervious surface issues, etc.

The public hearing was closed.

Bergley asked what was trying to be accomplished with this bill.

Achman stated that it may be providing an alternative to placing someone in a nursing home or assisted living facility for short term care.

Motion by Bergley second by Cesafsky to recommend approval of the request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings based on the Findings of Fact and Conclusions. Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. Update on Highway 65 Overlay District.

Duncan read the item into the minutes.

Achman provided an update stating that the Development and Operations Advisory Committee is reviewing the ordinance and flushing out some of the concerns prior to bringing it forward to the Planning Commission. This will hopefully eliminate a lengthy Planning Commission meeting.

6. Adjournment

Motion by Kennedy second by Cesafsky to adjourn the August 10th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:17 p.m.

Dated at Isanti, Minnesota this 10th day of August 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

A Community For Generations.
Isanti

Isanti Police Department Monthly Report

July 2016

Reported Crime	Month to Date	Year to Date
Theft	8	81
Assault	6	30
Vandalism/Damage to Property	6	50
Narcotics	5	23
Burglary	2	15
Domestics	12	53
Crim Sex	0	5
Robbery	0	0
Loud Party/Disturbance	37	81
Medical	20	151
Permit to Purchase (Eff 3/1/2016)	7	33

Traffic Offenses	Month to Date	Year to Date
No Insurance	7	45
DUI	3	14
Accidents	15	48
Hit & Run	1	2
Warrant P/U	5	31
Speed	40	135
DAR/DAS	4	18
Administrative Citations (Including Speed)	29	87

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	31333	1,685	10,061
Dodge 222	105,225	1,609	12,947
Dodge 225	154,705	182	10,297
Chevy Silverado 224*	OUT OF SERVICE		738
Chevy Silverado 220	99,724	413	2,250
Chevy Impala 223	78,731	458	3,098
Ford Explorer 224	5,138	2,128	5,138

* Out of Service

CEZT SCORE CARD

July 2016

CEZT SCORECARD

CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**414**	**311**	**229**	**143**	**103**	***70***	**20**
TOTAL OPEN CASES	**80**	**38**	**59**	**36**	**37**	**42**	**9**
VIOLATIONS CLOSED THIS PERIOD	**67**	**78**	**66**	**35**	**25**	**12**	**11**
NEW ISSUES THIS PERIOD	**103**	**82**	**86**	**40**	**33**	50	**20**
CAN-Proh Animals							
CCV-Comm Vehicle Storage							1
CDO--Dogs							
CPA-Park & Store	40	19	**22**	34	26	47	18
CSN-Snow Removal							
CSP-Solicitors/Peddlers							
CST--Fish Houses, PODS, Rolloffs							
NEX-Exterior Structure, Paint/Repair	1			1		1	1
NGA-Garbage Service & Storage							
NGR--Grass Length	60	62	**63**				
NJU--Junk/Brush	2	1	**1**	1	7	2	
NUV-Unlicensed vehicle or missing plates				2			
ZAC-Accessory Building							
ZFE-Fence				2			
ZTD--Temporary Dwelling							
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	108	92	86			54	20
Administrative Citations Issues/period	0	1	3	4		3	1
Criminal Citations Issued/period							
Abated Properties/Period	23	14	14				
Admin Hearings Requested							
Admin Hearings Held w positive judgement							
Criminal trials w positive judgement							
AVERAGE TIME TO COMPLIANCE	**15**	**14**	**11**	**15**	**12**	11	18

M.4.

CITY OF ISANTI MONTHLY REPORT

July 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	4	25	$0.00	$0.00	$4.00	$1,500.00	$320.00	$2,000.00		
Decks	1	24	$1,500.00	$73,101.08	$1.00	$0.00	$94.87	$3,680.60		
Basement Finish	2	11	$0.00	$82,531.38	$2.00	$7,900.00	$212.00	$2,646.80		
Addtns. Remodel	1	3	$7,900.00	$41,676.86	$1.00	$0.00	$132.00	$996.42		
Garages / Sheds	1	3	$0.00	$10,000.00	$1.00	$0.00	$50.00	$439.40		
Miscellaneous	14	87	$0.00	$68,557.11	$14.00	$0.00	$1,710.00	$10,526.75		
Single dwellings	2	46	$284,677.97	$7,665,124.98	$142.33	$0.00	$4,328.76	$105,737.56		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	9	63			$9.00	$9.00	$675.00	$4,805.00		
Plumbing	15	67			$15.00	$16.00	$1,785.00	$8,225.00		
									$15,966.00	$481,853.88
Resid. Totals	**49**	**329**	**$294,077.97**	**$7,940,991.41**	**$189.33**	**$9,425.00**	**$9,307.63**	**$139,057.53**	**$15,966.00**	**$481,853.88**
Commercial										
New Buildings	0	3	$0.00	$4,400,000.00	$0.00	$0.00	$0.00	$37,570.90		
Addtns./Remodel	2	6	$26,000.00	$1,864,000.00	$7.00	$7.00	$497.06	$16,781.72		
Plumbing	1	4	$0.00	$150,905.00	$1.00	$1.00	$100.00	$2,508.57		
Mechanical	0	5	$0.00	$456,798.00	$0.00	$0.00	$0.00	$7,001.97		
Roofing	1	1	$0.00	$0.00	$1.00	$1.00	$80.00	$80.00		
Tenant Change/Fill	5	20	$0.00	$2,800.00	$5.00	$5.00	$416.00	$3,651.00		
Comm. Totals	**9**	**39**	**$26,000.00**	**$6,874,503.00**	**$14.00**	**$14.00**	**$1,093.06**	**$67,594.16**	**$0.00**	
Resid. Plus Comm. Totals	**58**	**368**	**$320,077.97**	**$14,815,494.41**	**$203.33**	**$9,439.00**	**$10,400.69**	**$206,651.69**	**$15,966.00**	**$481,853.88**

YEARLY BUILDING PERMIT COMPARISONS

YTD July 2016

M.5.

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	162	2	0	0	$1,105,831.00	$26,317.18	$14,612.00
2013	157	3	0	1	$1,555,929.00	$30,904.89	$36,722.00
2014	303	24	0	0	$9,740,116.00	$124,061.19	$186,024.00
2015	260	20	0	0	$5,304,597.06	$93,227.63	$151,677.00
2016	368	46	0	3	$14,815,494.41	$206,651.69	$481,853.88

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,660.48
February	43	$3,603,092.10	$38,740.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	80	$6,057,162.93	$73,228.05
June	62	$1,354,717.77	$25,926.42
July	58	$320,077.97	$10,400.69
August	0	$0.00	$0.00
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	368	$14,815,494.41	$206,651.69

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: August 10, 2016

To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti

From: Bradley C. DeWolf, P.E.
City Engineer

Jason W. Cook, P.E.
Assistant City Engineer

Subject: Project Status Report
Isanti, Minnesota
BMI Project No: R13.111162

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

1) **City Hall Parking Lot Expansion**

Temporary erosion control will be removed and the project will be closed out this month.

2) **River Bluff Preserve Parking & Trail Improvements**

Once grass seed is established, these projects can be closed out.

3) **Watermain Loop Improvements**

Construction is complete. Once grass seed is established, temporary erosion control measures will be removed.

4) **Wastewater System Improvements**

The Contractor plans to continue work on the new pre-treatment building this month.

5) **Whiskey Road Walk Infill Study**

We will deliver the report this month.

6) **Coborn's Grocery Store & Allina Medical Office Building**

Both sites are under construction. We will continue to assist the City as testing and inspection is required.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

BCD/jwc

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 6, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. August 16, 2016 – Regular Meeting of the City Council
2. August 16, 2016 – Closed Session Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission	Tuesday, September 13, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, September 20, 2016 at 7:00 p.m.
3. Parks, Recreation and Culture Meeting	Tuesday, September 27, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Discussion Regarding School District Spending on Security & School Resource Officers *(Mayor Wimmer)*
2. Resolution Approving a Special Event Permit Application for a Car Show at Isanti VFW *(Dan Collison)*

City Administrator Don Lorsung

3. Adoption of Budget and Preliminary Levy
    a. Resolution Setting the 2016 Final Budget and Levy Meeting
    b. Resolution Approving the 2017 Preliminary Budget for the City of Isanti
    c. Resolution Adopting the Proposed 2016 Tax Levy Collectible in 2017 for the City of Isanti

Economic Development Director Sean Sullivan

4. Resolution for Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 2, Block 1 Sun Prairie First Addition
5. Resolution for Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 1, Block 2, Sun Prairie First Addition
6. Resolution for Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 1, Block 3, Villages on the Rum Common Interest Community Number 6
7. Consider Adoption of Resolution Awarding Demolition Contract and Authorization of Interfund Loan

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $354,103.40 and Payroll in the amount of $89,997.34
2. Contractor's Pay Request for School Watermain Loop Improvements in the Amount of $145,794.92
3. Final Meeting Minutes for the July 26, 2016 Parks, Recreation and Culture Meeting
4. Resolution to Amend Resolution 2016-174 Addressing the Damaged Playground Equipment at Bluebird Park
5. Resolution Offering the Position of Part Time Liquor Store Clerk III to Becky Whitman
6. Resolution Authorizing the Hire of Part Time Liquor Store Clerk to Ashely Dutcher
7. Resolution Approving to Sell the Forfeited 1999 Dodge Ram 1500 at Public Auction
8. Resolution Authorizing the Chief of Police to Dispose of Abandoned Property Specifically 1992 Mazda B4000 Truck
9. Resolution Approving a Local Gambling Permit to the Knights of Columbus #10238
10. Resolution Approving Application for Exempt Gambling Permit for North Branch Area Education Foundation
11. Resolution Accepting Part Time Liquor Store Clerk Christie Visser's Letter of Resignation
12. Resolution Accepting Part Time Liquor Store Clerk Matthew Ferris' Letter of Resignation
13. Resolution Accepting Contract Extension with AEM Financial Solutions for Interim Financial Management Services
14. Resolution Approving the Sale of Surplus/Abandoned Property Held by the Police Department at Public Auction
15. Consider Adoption of Resolution Accepting Annual Walkthrough of Buildings on City Property Report

M. Other Communications

1. Draft Meeting Minutes for the August 23, 2016 Parks, Recreation and Culture Meeting

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, AUGUST 16, 2016 – 7:00 P.M.
CITY HALL

The meeting was called to order at 7:00 p.m. by Mayor Wimmer.

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser

Members Absent: Councilmember Steve Lundeen

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, City Clerk/Human Resources Lindsey McInnis, Chief Gene Hill

Others Present: Attorney Jana O'Leary Sullivan, LMCIT

D. Adopt Agenda
Motion by Lorinser, second by Collison to approve the agenda. Motion carried.

F. Approve City Council Minutes
1. August 3, 2016 – Regular Meeting of the City Council
2. August 3, 2016 – City Council Budget Work Session Meeting

Motion by Collison, second by Bergley to approve the City Council Minutes and the Budget Work Session Minutes. Motion carried.

G. Citizens Input

H. Announcements
1. Parks, Recreation, and Culture Board Meeting — Tuesday, August 23, 2016 at 6:00 p.m.
2. **CITY OFFICES CLOSED** — Monday, September 5, 2016
   (in observance of Labor Day)
3. City Council Meeting — Tuesday, September 6, 2016 at 7:00 p.m.
4. Economic Development Authority — Tuesday, September 6, 2016
   (Immediately following the City Council Meeting)
5. Planning Commission Meeting — Tuesday, September 13, 2016 at 7:00 p.m.

I. Council Committee Reports
Mayor Wimmer asked Human Resources/City Clerk, Lindsey McInnis, to report on the August 9th Primary Election. City Clerk McInnis described the recent Primary Election, as it was the first year with two precincts. She stated that overall, it went well. Voter turnout was low with only approximately 150 voters between the two precincts. She pointed out one change to be made for the General Election in November is a few tweaks to the layout for Precinct 1 (City Hall Location). Also, it was mentioned that there were a lot of new judges and this was a great learning experience and an opportunity for more planning.

Mayor Wimmer added we will obviously expect to have more voters for the General Election. Mayor stated he thought the Primary went well and it appeared everyone was on top of things. He complimented Ms. McInnis on doing a good job. He also added that Janice Lutterman, part time Administrative Data Clerk, who formerly worked for Isanti County was very helpful especially with having a familiarity with a lot of this process.

The Mayor also reported that Coborn's will be opening August 17 at 6:00 a.m. and the Grand Opening will be at 10:00 a.m. He mentioned that the Chamber will be there as well.

J. Public Hearings

None

K. Business Items

1. Discussion Regarding BMX Association Mailbox *(Andy Strom)*

Andy Strom, President of the Rum River BMX Association, greeted the Mayor and Council and thanked them for their time. He explained that Rum River BMX has requested permission to install a mailbox and receive their mail at the Rum River BMX facility, the Isanti indoor arena. The Association proposes to install a mail receptacle which would be previously approved by the City. The Association would be responsible for the total cost: including installation cost, any required legal fees that are reasonable and any costs associated with restoration of the facility to its current state at the end of their lease. Mayor explained an addendum to the current agreement the City has with them will be needed, including stating all those costs will be reimbursed by Rum River BMX. The Association is also looking at having the mailbox located in the door, so it will be secured. This was one of the concerns the Mayor had since it is a City building and staff has access to. The Mayor indicated that Strom has also talked with the Post Office and that they are willing to do the delivery. The City will also look at putting into the agreement a statement referencing that this is a unique situation in which we have someone leasing a facility from us for such a long term. The Mayor asked if there were any other issues from the Council. Collison noted that it will be much easier for them to receive their mail at their physical location.

Motion by Collison, second by Bergley to direct the Staff to work preparing the agreement as Mayor has outlined. Motion carried.

2. **Resolution 2016-246** Approving Special Event Request for "23-0" for a Walk/Ruck

Casey Carik, son of Brandie Held, addressed the Council. He requested approval for a Walk/Ruck special event to raise awareness of Veterans suicide. He explained the event was also held last year. However, the route this year is going to be different. He will have two routes set up. In case of inclement weather, the shorter route will be followed. The purpose of the event is to raise awareness of veteran's suicide. He informed the council that after a 2012 evaluation of veterans, it was found that 22 non-active duty and 1 active duty (deployed or on base) veterans commit suicide per day. Carik stated that the goal is to raise awareness, and decrease the number of suicides for veterans down to zero. He further stated that Minnesota has the highest number of veteran suicides. The Mayor expressed how appreciative he was that they are doing this event and the City is fully supportive. Lorinser asked if Carik was a veteran. Carik indicated he is only 16 but he will be joining as soon as he can. He then indicated that his mother is a veteran. Lorinser thanked her for her service. He then questioned if there were any issues with the permit. It was stated that there were none. Carik also added that the walk/ruck will be held September 4, 2016 beginning at Blue Bird Park.

Motion by Lorinser, second by Bergley. Motion carried.

City Administrator Don Lorsung

3. **Resolution 2016-247** Authorizing City Staff to Accept the Fee Allowing for Exclusive Use of the Mattson Park Tennis Courts by the C-I School District for Fall 2016 through Spring 2018

Mayor Wimmer explained this item is for the Middle School to use the courts in Mattson Park for their team, as they've done for the past several years. The City has increased the fee by $25.

Motion by Bergley, second by Collison. Motion carried.

4. **Resolution 2016-248** Approving a Conditional Use Permit for Soca Powersports to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota

Collison questioned where the vehicles would be parked. The Mayor indicated they will have a specific section and that the vehicles are not to go outside of that area. It is a very small area. Collison asked if it will be where the ATV's are currently lined up. The Mayor indicated it would and that wherever the private property owner allows their tenants to park is where they park. The Mayor stated the City does not get to decide where.

Motion by Bergley, second by Lorinser. Motion carried.

5. **Ordinance 650** Approving an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings

The Mayor explained the purpose of this item is to assure these temporary dwellings do not become permanent.

Motion by Bergley, second by Lorinser. Motion carried.

6. **Resolution 2016-249** Setting a Public Hearing to Vacate an Ingress and Egress Easement, and a Drainage and Utility Easement within Lot 2, Block 1, Isanti Commons Second Addition

Motion by Collison, second by Bergley, Motion carried.

Police Chief Gene Hill

7. **Resolution 2016-250** Accepting the 2017 Safe and Sober Grant in the Amount of $32,375.00

Motion by Lorinser, second by Collison. Motion carried.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $246,598.79 and Payroll in the amount of $95,541.62
2. Final Meeting Minutes for the July 5, 2016 Economic Development Authority Meeting
3. Final Meeting Minutes for the July 12, 2016 Planning Commission Meeting
4. **Resolution 2016-251** Approving the Request for Proposals for Labor Legal Services
5. **Resolution 2016-252** Authorizing Hire of Gene West for Seasonal Park Maintenance Position

Motion by Bergley, second by Collison to approve consent agenda. Motion carried.

M. Other Communications

1. Draft Meeting Minutes for the August 3, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the August 10, 2016 Planning Commission Meeting
3. July Police Department Report
4. July Code Enforcement Report
5. July Building Inspector Report
6. August Engineering Report

N. Closed Session

1. Discussion Regarding Personnel Matter

City Attorney Clark Joslin explained the purpose of the closed meeting is to consider and review a proposed settlement agreement regarding an employee labor dispute issue and also for purpose of discussing status of pending litigation. He explained that Attorney Jana O'Leary Sullivan is here, as Council assigned by League of Minnesota Cities Insurance Trust.

The Mayor and Council then briefly recessed for the closed meeting at 7:12 p.m.

The closed session ended at 7:39 p.m. City Attorney Clark Joslin gave a brief summation of what happened in the closed session. He stated that during the course of closed session, there were discussions regarding two separate and unrelated matters with the only relationship being they were both personnel matters.

The first item that was discussed, pursuant to Attorney-Client privilege, was with Attorney Jana Sullivan who is with the assigned attorney to represent the City from the League of Minnesota Cities Insurance Trust. Attorney O'Leary Sullivan provided an update with regard to a mandamus action that has been brought by an employee seeking a potential hearing under veteran's preference. That matter was fully discussed between Ms. O'Leary Sullivan and the Council, and no action needed to be taken at this time, as the matter is in pending litigation.

The second matter that was discussed was a proposed settlement agreement with an accompanying memorandum of agreement that would resolve an issue pending with regard to a labor contract dispute. Joslin informed the Mayor and Council the appropriate action that can be taken upon motion is either to approve or not approve the proposed settlement agreement and the memorandum of agreement.

Motion by Lorinser, second by Collison. Motion carried to approve the proposed settlement agreement and the memorandum of agreement.

Adjournment

Motion by Bergley, second by Lorinser. Motion carried. Meeting was adjourned at 7:42 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: September 6, 2016

Subject: A Resolution Approving a Special Event Permit Application for a Car Show at Isanti VFW

Background
The City received a special event application from Dan Collison ("applicant") on August 30, 2016 on behalf of Rum River Rods to host a classic car shows at the Isanti VFW on Saturday, September 10, 2016 from 2:00-6:00pm. The event will begin with a car cruise and end at the VFW for a car show. Estimated attendance is 50-150 people. Spectator parking will be held in the gravel lot across the street; the applicant has submitted a letter of permission from the property owner. Temporary signs will be displayed directing individuals to the car show and parking the day of the event. A 12' x 12'tent will be placed by the VFW patio and parking lot.

A copy of the application, insurance, and departmental review has been attached for City Council review.

Staff Request
It is noted that temporary signs will be placed for the event. The locations of those signs and consent from the property owner must also be submitted to the City prior to placement. City staff is requesting action on this item.

Attachments
- Resolution No. 2016-xxx
- Special Event Application
  - Department Head Review Sheet
  - Special Event Permit Form
  - Release and Indemnification Agreement
  - Site Map
  - Letter from Auto City Classic
  - Certificate of Liability Insurance
  - Draft notification letter

RESOLUTION 2016-

RESOLUTION APPROVING A SPECIAL EVENT PERMIT APPLICATION FOR A CAR SHOW AT ISANTI VFW

WHEREAS, Dan Collison (applicant) has submitted a Special Event permit application on behalf of Rum River Rods requesting approval to host a car show at the Isanti VFW; and,

WHEREAS, the event is scheduled to take place on Saturday, September 10 from 2:00 p.m. to 6 pm.; and,

WHEREAS, the estimated number of people to be in attendance is 50-150; and,

WHEREAS, spectator parking for the event will be in the gravel lot across from the VFW, and the organizer has submitted a letter of permission from the property owner for this activity; and,

WHEREAS, a PA system will be used for music and announcements outside; and,

WHEREAS, the organizer has stated that temporary signs will be used for the event; and

WHEREAS, the organizer and volunteers will be cleaning up after the event;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the Rum River Rods Classic Car Show for the event to be held as specified above with the following conditions:

- Special Event Application submitted by Dan Collison, on behalf of the Rum River Rods, subject to the comments provided by City Staff Members; which include:
    - Temporary signage shall require the necessary application to be submitted to the City for review and approval. Signatures authorizing approval for their placement on private property must also be included.
- City waives the clean-up and temporary sign permit fee.

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the "Permit" for the above stated Special Event.

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: Aug 30, 2016

APPLICANT INFORMATION

Sponsoring Entity (if applicable): _____

Contact Person: Dan Collison

Address: 1115 Rum River Dr. SW

City: Isanti State: MN Zip: 55040

Phone: 763-444-4298 Fax: ___-___-___ Cell: ___-___-___

E-mail: djcollison@msn.com

Secondary Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: ___-___-___ Fax: ___-___-___ Cell: ___-___-___ E-mail: _____

EVENT INFORMATION

Date(s) of Event: Sept. 10th, 2016

Hours of Event: 2pm - 6pm

Type of Event: Car Show

If additional space is needed, use blank page at the end of this document:

Description of the Event: Car cruise ending at Isanti VFW For Car Show.

List of Activities: Car Show, VFW serving Food & providing Flag Ceremony. Selling wrist bands for Byond the Yellow Ribbon.

Proposed Location of the Event (be specific): Isanti VFW parking lot & grassy area to South

Estimated Number of People in Attendance (includes staff, participants, and spectators): 50-150

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

✓ Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

N/A Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A Selling / Consumption of Alcohol - VFW handling

✓ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

✓ Parking Impact (**REQUIRED** for all events) – Describe in detail: Spectator Parking will be available across Street in gravel lot, owned by Auto City Classics. Handicap spots remain next to VFW Building though. Permission letter from Auto City Classics Attached.

✓ Special Signage (Temporary Sign Permit Application will also be required) – Describe: Spectator sign for parking + a couple directional signs will be Temporary for event day only.

✓ Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A Vendors will be present at the event (Attach information to the Application)

✓ Tents, equipment, amusement rides, etc.
Size: 12X12 canopy for P.A. system
Location: by VFW patio + parking lot.

N/A Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services:

N/A Fireworks

N/A Street Closure – if yes, what streets:

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

N/A Security Plans – Name or entity providing these services. (A Police Officer is required if alcohol is being served or at the discretion of the Police Chief). Not needed.

✓ Clean-up Plans – Describe in detail: Volunteers will be cleaning afterwards for VFW

N/A Live entertainment – Describe in detail: VFW may have band inside, we (Rum River Rods) will not be providing that.

✓ Will any other public addressing system or sound amplification be used? If so, describe: P.A. system for Ipod music & announcements.

✓ Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

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

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

APPLICANT SIGNATURE

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

Applicant Signature:

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

N/A

City of Isanti

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

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

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

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

(Special Events Holder Initials Here) DC

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

Participant Release and Indemnification required? YES ___ NO X

(Special Events Holder Initials Here) DC

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

(Special Events Holder Initials Here) DC

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities,

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

(Special Event Holder Initials Here) _____

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Dan Collison

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

Name Dan Collison

Title President, Rum River Rods

Signature [signature]

Date 8/30/2016

OFFICE USE ONLY

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

Fire Chief
X Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
X Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Public Services Director
X Approved _____ Denied _____ N/A Signature: [signature]

Community Events & Parks Coordinator
X Approved _____ Denied _____ N/A Signature: [signature]

Community Development Director
X Approved _____ Denied _____ N/A Signature: [signature]

City Administrator/City Clerk
X Approved _____ Denied _____ N/A Signature: [signature]

City Council
_____ Approved _____ Denied

Date of Review: _____

Temporary Sign permit required

Rum River VFW Post #2735
410 Railroad Ave So
PO Box 55
Isanti, MN 55040
763-444-9787

From: Mike Hamm, Commander, V.F.W. Post 2735

To: Dan Collison along with Rum River Rods

Subject: Permission for Dan Collison along with Rum River Rods to hold car show on VFW property.

Isant VFW Post 2735 is granting Dan Collison along with Rum River Rods to hold car show on the VFW property located at 410 Railroad Ave SE on September 10th, 2016.

Projected event information; starting at the Isanti County Fairground the cars will be staged for a cruise. After the staging has been completed roughly at 2pm there will be an opening ceremony. Cruise should last about an hour. Afterwards the participants will culminate at the Isanti VFW parking lot, park and continue with a car show.

If you have any questions please contact me at 763-444-9787 or via our email address

Very respectfully,

MIKE HAMM,
COMMANDER, VFW POST 2735

VPWISA1 OP ID: ST

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2016

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

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

PRODUCER Insurance Advisors, Inc. 15020 27th Avenue N. Plymouth, MN 55447 Pat R. Gleason	CONTACT NAME: Chris Gaffron PHONE (A/C, No, Ext): [illegible] FAX (A/C, No): 763-398-4060 E-MAIL ADDRESS: [illegible]on@iaimn.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Integrity Mutual Insurance Co.	14303
INSURER B: Security Nat'l. Insurance Co.	19879
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Rum River VFW Post 2735
Commander/Quartermaster
410 Railroad Ave S. Mailbox 55
Isanti, MN 55040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BP 2620513	04/01/2016	04/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BP 2620513	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SWC1070518	05/03/2015	05/03/2016	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Liquor Liability			BP 2620513	04/01/2016	04/01/2017	Aggregate Ea Common	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Fraternal Club

CERTIFICATE HOLDER

ISANT-4

City of Isanti
Attn: City Clerk
110 1st Avenue N/ PO Box 428
Isanti, MN 55040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patrick Gleason

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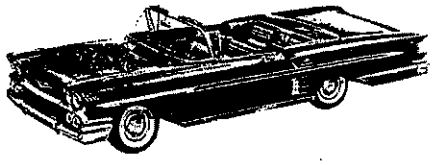
FAX

AUTO CITY CLASSIC, INC.



28433 Highway 65 N.E.
Isanti, MN 55040
Phone: 763/ 444-5880
Fax: 763/ 444-5985

DATE: 8/23/16

TO: Rum River Rods

FROM: Auto City Classic

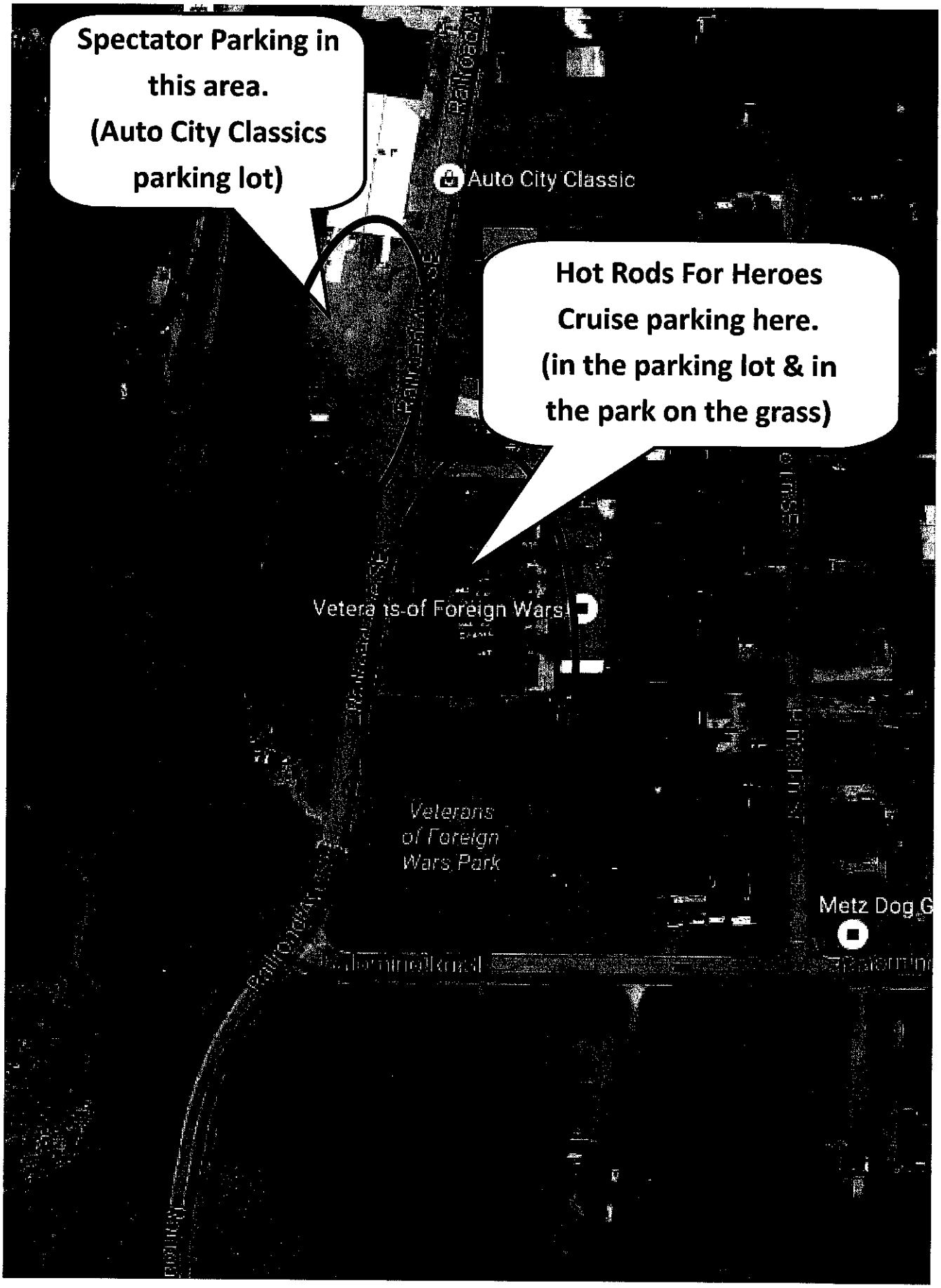
COMMENTS: To Whom it may concern

Auto City Classic has given Rum River Rods permission to use the parking lot of our 308 Railroad Ave property for overflow parking during their Hot Rods for Heros event on September 10th 2016.

NUMBER OF PAGES (INCLUDING COVER SHEET)
IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CONTACT SENDER.

This letter serves as the required notification that a car show will take place at Isanti VFW on September 10, 2016. If you have any questions, please contact Dan Collison at 763-670-0835.

Thank you,
Dan Collison


Spectator Parking in this area. (Auto City Classics parking lot)
Auto City Classic
Hot Rods For Heroes Cruise parking here. (in the parking lot & in the park on the grass)
Veterans of Foreign Wars
Veterans of Foreign Wars Park
Metz Dog G

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Wednesday, August 31, 2016 8:15 AM
To: Isanti Parks
Subject: RE: Urgent Special Event Permit Application

Isanti Fire District approves the September 10, 2016 Rum River Rods special event permit application as presented. Al Jankovich | Fire Chief | Isanti Fire District

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

---

From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Tuesday, August 30, 2016 4:04 PM
To: Chief Gene Hill <ChiefHill@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>
Subject: Urgent Special Event Permit Application

Hello!

I just received another special event permit application from Rum River Rods for a fundraiser event they're planning for September 10. This is the same day as Two Cities, One Community, but there shouldn't be a ton of overlap of traffic with this event happening in the afternoon. This is a new event, but they are not requesting any services from police or fire.

Please review the attached the application and respond with your approval or comments by noon tomorrow (Wednesday) if possible.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512

Isanti Parks

From: Chief Gene Hill
Sent: Tuesday, August 30, 2016 5:01 PM
To: Isanti Parks
Cc: Al Jankovich
Subject: Re: Urgent Special Event Permit Application

PD APPROVED

Sent from my Verizon Wireless 4G LTE DROID

Isanti Parks <IsantiParks@cityofisanti.us> wrote:

Hello!

I just received another special event permit application from Rum River Rods for a fundraiser event they're planning for September 10. This is the same day as Two Cities, One Community, but there shouldn't be a ton of overlap of traffic with this event happening in the afternoon. This is a new event, but they are not requesting any services from police or fire.

Please review the attached the application and respond with your approval or comments by noon tomorrow (Wednesday) if possible.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

HOT RODS FOR HEROES CRUISE

Cruise With Us On
September 10th 2016
Starting 12:00 Noon

From The North Side
Isanti County Fair Grounds
Enter From County Road #2
$10.00 Per Car
Proceeds Go to the Isanti County
Beyond The Yellow Ribbon
All Vehicles Welcome

Isanti County Supports Our Troops

RUM RIVER RODS
ISANTI MN

We Also Encourage You To Bring A Non Perishable Food Item

Cruise Time is about an Hour
Traveling In The Isanti County Area
Ending At The VFW post 2735
In Isanti

For More Information Contact Us At
www.rumriverrods.com or Find Us On Face Book

Welcome To The
RUM RIVER
VFW Post 2735

K.3.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer & City Council Members**

From: Gayle Bauman, Interim Finance Director

Date: August 25, 2016

Subject: 2017 Preliminary Budget and Levy Adoption

Background:

The proposed preliminary property tax levy (includes debt service of $578,475) is $2,587,561 and reflects an increase in the preliminary taxable market value for 2017 of 1.5%. The city will receive updated property tax values from the County prior to adopting the Final 2016 Tax Levy Collectible in 2017 in December. The levy was increased by $47,000 over 2016 to cover the projected increase for fire services ($37,000) and to cover potential mediation/arbitration costs ($10,000).

As discussed in prior work sessions, other General Fund Revenue sources have been adjusted to reflect prior year trends, rates per the fee schedule, and known agreements and trends.

General Fund Expenditures have been adjusted based on prior year actual costs, current year expenditures thru June, actual maintenance agreements and contracted costs. All wages include a 2% COLA for 2017 and include the necessary step increases, where applicable. Health/Dental Insurance, Worker's Compensation, Property/Liability/Volunteer Insurance, and Life/AD&D Insurance have all been adjusted to reflect premiums paid in 2016 and any necessary inflationary factor was applied. In addition, please note the following key changes/and or additions to the General Fund Budget:

Expenditures

- Mediation/arbitration costs - $10K
- COLA – 2%
- Fire Protection Services - $37K
- Reorganization of Finance/Admin positions
- EDA budget increases - $20K

Capital Outlay - Levy

- Squad Car Replacement - $42K
- Street Lighting Infill - $20K

- PRC capital outlay requests - $61K
- Street painter and trailer - $6.5K

Reserve for Replacement

- C-I Bike/Walk Trail - $7,500

Current Action:
Consider Resolution Setting the 2017 Final Budget and Levy Meeting
Consider Resolution Approving the 2017 Preliminary Budget for the City of Isanti
Consider Resolution Adopting the Proposed 2016 Tax Levy Collectible in 2017 for the City of Isanti

Attachments:
2017 Preliminary Budget
Resolution Setting the 2017 Final Budget and Levy Meeting
Resolution Approving the 2017 Preliminary Budget for the City of Isanti
Resolution Adopting the Proposed 2016 Tax Levy Collectible in 2017 for the City of Isanti

K.3.a.

RESOLUTION NO. 2016-XXX

RESOLUTION SETTING THE 2017 FINAL BUDGET AND LEVY MEETING

WHEREAS, before September 30, 2016, at the regularly scheduled meeting at which the City Council adopts a proposed tax levy, the City Council must also announce the time and place of the council meeting at which the budget and levy will be discussed and a final budget and levy will be determined;

WHEREAS, the time and place of the meeting that allows for citizen input and deals with the budget and levy must be included in the minutes;

WHEREAS, the following information must be provided to the county auditor:

- Time and place of one regular council meeting at which the budget and levy will be discussed and at which a final budget and levy will be determined
- Phone number that city taxpayers may call if they have questions related to the auditor's property tax notice.
- Address where comments will be received by mail.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That the City Council has set the following meeting date at which the budget and levy will be discussed, and the final budget and levy will be determined.

   Tuesday, December 6, 2016 at 7:00 p.m.

2. That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Isanti County, Minnesota and provide the following information:

   a. Phone Number – Isanti City Hall, (763) 444-5512
   b. Mailing Address – Isanti City Hall, PO Box 428, Isanti, MN 55040

This resolution is duly adopted by the Isanti City Council this 6th day of September 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING THE 2017 PRELIMINARY BUDGET FOR THE CITY OF ISANTI

WHEREAS, the City of Isanti is required to approve a preliminary budget by September 30th of each year for expenditures in the following year; and

WHEREAS, the City of Isanti has developed a budget for the maximum projected expenditures by the City for 2017 to be covered by the general fund; and

WHEREAS, the proposed budget has been presented to the City Council of the City of Isanti at the September 6, 2016 City Council meeting for review;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That the proposed budget for the City of Isanti for expenditure in 2017 is as follows:

Department		Amount
Mayor & City Council	$	42,553
Elections		7,350
Finance/Administration		444,551
Municipal Building		34,927
Animal Control		5,721
Parks, Rec & Culture		395,626
Planning & Zoning		111,557
Building Inspections		162,392
EDA		144,405
Police		1,300,339
Code Enforcement		37,962
Civil Defense		2,500
General City Maintenance		54,912
Streets		367,282
Street Lights		83,125
Sanitation		18,649
Fire District Payment		233,593
Miscellaneous		-
Transfer to Sewer (3rd Avenue Loan)		10,502
Fund Water/Sewer (Deer Haven)		3,180
Tax Abatements		9,920
Capital Replacement		7,500
Debt Service		578,475
TOTAL	$	**4,057,021**

2. That the proposed budget is approved by the City Council of the City of Isanti for expenditures in year 2017.

3. That the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Isanti County, Minnesota

This resolution is duly adopted by the Isanti City Council this 6th day of September 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

RESOLUTION NO. 2016-XXX

K.3.c.

RESOLUTION ADOPTING THE PROPOSED 2016 TAX LEVY COLLECTIBLE IN 2017 FOR THE CITY OF ISANTI

BE IT RESOLVED, by the City Council of the City of Isanti, County of Isanti, Minnesota that the following sums of money be levied for the current year, collectible in 2017, upon the taxable property in the City of Isanti, for the following purposes:

General Fund	**$**	**2,009,086**
2008 GO Improvement Bond		**48,327**
2010B GO Improvement Ref. Bond		**250,000**
2011A GO Improvement Bond		**7,870**
2014A GO Tax Abatement Bond		**224,871**
2014B GO Bond (Equipment Portion)		**47,407**
TOTAL LEVY	**$**	**2,587,561**

The City Clerk is hereby instructed to transmit a certified copy of the resolution to the Isanti County Auditor, Isanti County, Minnesota.

This resolution is duly adopted by the Isanti City Council this 6th day of September 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

2017 PRELIMINARY BUDGET FOR THE CITY OF ISANTI

PRESENTED SEPTEMBER 6, 2016 COUNCIL MEETING

2017 Budget

Table of Contents

Revenues..... 1
Expenditures..... 3
Bond Schedule..... 4
Pay Schedule 5
Wage and Benefit Information..... 7

General Fund statement..... 13

Administration
Council 15
Elections..... 16
Financial Administration..... 17
Municipal Building..... 21
Animal Control..... 23

Parks, Rec & Culture
Parks, Rec & Culture 25

Planning, Building Inspections, EDA
Planning/Zoning..... 29
Building Inspection..... 31
EDA..... 34

Public Safety
Police 37
Code Enforcement..... 40
Civil Defense..... 41

Public Works
General Maintenance..... 43
Streets..... 45
Street Lighting..... 47
Sanitation..... 48
Water..... 52
Sewer..... 56
Storm Water..... 60

Fire
Fire District Payment..... 49

Liquor
Liquor Fund..... 62

Other
Capital Outlay and Reserve for Replacement..... 51

Revenues

REVENUES	2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
Property Taxes (Less MVHC Reduction)	$ 1,662,086	$ 1,624,000	$ 1,298,306	$ 1,357,265	$ 1,425,810	$ 1,449,770	$ 1,340,110	$ 1,490,436
Property Taxes (Fire District Budget)	147,000	110,000	-	-		-	-	-
Property Taxes (Pavement Management)	100,000	100,000	-	-	-	-	-	-
Property Taxes (Court Ordered Abatements)	75,000	75,000	-	-	-	-	-	-
Propert Taxes (Compost Site)	25,000	25,000	-	-	-	-	-	-
Property Taxes (Debt Service Levy)	578,475	451,561	529,201	-	314,943	426,104	360,178	382,553
Property Taxes (Abatement Levy)	-	155,000	130,000	-	-	-	-	-
Special Assessments	-	-	-	-	-	-	-	-
PERA Rebate	1,205	1,205	1,205	1,205	1,205	1,205	1,205	1,205
Business Licenses	13,000	13,000	15,000	12,675	11,975	12,200	15,350	16,230
Non Business Licenses and Permits	120,000	87,500	87,500	178,442	203,568	80,507	81,523	71,332
Local Government Aid	585,318	581,099	-	571,231	545,485	313,359	313,359	313,359
Police State Aid	60,000	60,000	58,000	55,829	60,928	57,908	48,005	53,217
Post Training	3,000	3,000	3,000	3,286	3,218	3,076	2,989	3,409
County-State Highway Aid	-	-	-	-	-	-	-	-
Fines & Forfeits	25,300	25,000	30,000	26,006	28,407	22,916	27,457	36,758
Grants & Aids	9,000	7,000	36,014	22,301	60,460	50,382	88,045	79,655
Municipal State Aid - Streets	60,000	58,000	53,000	58,266	54,494	52,167	54,172	52,543
Administrative Citations	7,000	5,000	5,000	11,303	5,365	4,700	5,650	4,920
Charges for Services	-	-	-	-	-	-	-	-
General Government	3,000	3,000	5,000	6,172	3,678	5,860	5,095	4,126
Planning & Zoning	7,500	7,500	5,000	8,025	8,331	6,767	4,341	3,677
Snow Removal	-	-	-	673	1,071	4,785	5,662	4,765
Weed & Grass	-	-	-	89	(1,401)	470	(2,879)	1,005
Park & Recreation	1,850	1,500	500	2,102	1,678	1,980	20	870
Public Works-Other	4,650	1,000	1,000	2,127	5,403	5,350	1,590	435
Police Department	3,250	3,500	6,500	3,425	3,178	4,379	7,247	7,778
Community Center Charges	10,500	10,500	8,500	11,763	12,713	8,010	7,896	7,182
Rental Fees	9,000	8,500	9,000	16,058	4,393	9,140	8,296	8,196
School District Resource Officer	27,000	27,711	24,687	27,037	20,496	20,496	20,496	20,496
Lease Revenue	123,100	122,173	82,057	81,729	20,668	19,593	17,693	15,438
Transfer of Liquor Store Profits	350,000	300,000	300,000	300,000	200,000	150,000	150,000	150,000
Transfer of P&R Dedication Interest	-	-	-	-	-	-	130,111	-

Revenues

Transfer from EDA to Parks, Rec & Culture	19,150	16,150	16,150	16,150	16,150	-	-	-
Transfer from Technology Fund	-	-	-	-	-	-	-	-
Transfer from Capital Replacement	-	-	-	-	-	-	-	-
Transfer From Railroad Ave Imp Fund	-	-	-	-	-	-	-	-
Transfers to Close Funds	-	-	-	-	-	-	-	-
Transfer from Community Involvement Fund	-	-	-	-	-	-	-	-
Miscellaneous	26,000	25,000	30,000	77,958	30,347	27,292	31,446	78
Interest on Investments	25,000	25,000	17,942	16,766	38,426	(13,765)	24,728	55,069
Reserved Fund Balance - Fee Study	-	-	-	-	-	-	-	-
C/O 2008 Budget - Council Training	-	-	-	-	-	-	-	-
C/O 2009 Budget - Elections, Sealcoating	-	-	-	-	-	-	-	-
C/O 2011 Budget - Elections	-	-	-	-	-	-	-	-
Fund Balance Loan (3yr 0%)	-	-	-	-	-	-	-	-
C/O Prior Year LGA Collections	-	-	545,485	-	-	-	-	-
Gap Funding Sources	-	-	234,052	-	-	-	-	-
General Fund Fund Balance	-	-	399,637	-	-	-	-	-
Total	**$ 4,081,384**	**$ 3,932,899**	**$ 3,931,735**	**$ 2,867,882**	**$ 3,080,988**	**$ 2,724,650**	**$ 2,749,785**	**$ 2,814,510**

Exp Summary

	2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
Mayor & Council	$ 42,553	$ 42,672	$ 40,501	$ 39,314	$ 25,533	$ 29,304	$ 22,281	$ 24,453
Elections	7,350	16,709	4,750	1,078	4,172	1,128	4,472	3,823
Financial Administration	444,551	412,386	404,384	364,956	361,628	381,531	356,613	376,744
Municipal Building	34,927	31,841	42,415	52,354	31,127	23,159	19,778	26,205
Animal Control	5,721	5,896	5,867	4,903	4,665	4,007	5,069	4,981
Parks, Rec & Culture	395,626	291,450	317,064	259,868	311,818	176,905	186,674	172,960
Planning & Zoning	111,557	96,369	88,108	84,495	72,202	89,975	82,255	72,306
Building Inspections	162,392	159,735	163,210	151,435	123,354	122,344	129,052	131,752
Economic Development Authority	144,405	121,095	92,767	92,767	98,140	117,775	85,479	85,755
Police	1,300,339	1,282,933	1,176,942	1,128,273	1,036,830	969,531	930,661	884,652
Code Enforcement	37,962	45,681	33,268	28,634	26,138	18,903	19,004	12,118
Civil Defense	2,500	2,500	2,000	2,140	1,386	1,386	1,386	-
General City Maintenance	54,912	51,973	79,354	129,553	230,060	45,943	42,456	44,939
Streets	367,282	349,428	312,636	300,022	373,452	293,871	320,010	274,247
Street Lighting	83,125	77,662	91,250	86,329	58,818	59,873	59,738	58,776
Sanitation	18,649	43,578	6,932	6,426	6,714	6,468	6,288	6,163
Fire Protection	233,593	196,479	180,000	180,256	187,697	151,688	142,376	137,724
Miscellaneous	-	-	-	2,027	21,400	1,644	4,871	5,659
Txfr to City Hall (Bldg Loan) 2006-2015	-	-	49,254	49,252	49,255	49,255	49,255	49,255
Txfr to Sewer (3rd Ave Loan) P&I	10,502	10,502	10,502	10,502	10,502	10,502	10,502	2,611
Txfr to Water/Sewer (Deer Haven)	3,180	3,180	3,180	3,180	3,179	3,179	3,179	
Txfr to Capital Projects	-	-	-	257,798	-	-	-	-
Fund Balance - Replenish	-	53,162	-	-	-	-	-	-
Tax Abatements	9,920	10,399	11,776	10,877	11,630	12,349	12,948	13,615
Capital Replacement	7,500	10,842	157,500	-	-	-	-	-
G.O. Debt Service	578,475	606,561	659,201	-	314,943	426,104	360,178	382,553
Total Expenditures	4,057,020	3,923,032	3,932,861	3,246,439	3,364,643	2,996,824	2,854,528	2,771,292
Estimated Revenues	4,081,384	3,932,899	3,931,735	2,867,882	3,080,988	2,724,650	2,749,785	2,814,510
Surplus/(Deficit)	24,364	9,867	(1,126)	(378,558)	(283,655)	(272,174)	(104,742)	43,217

Debt Svc

Bond	Project Name	Original Amount	12/31/2016 Bond Payable Balance	Final Maturity	5/31/2016 Cash Balance	Required Levy Amt	2017 Special Assessments	2017 Debt Payment
2006 GO Improvement (Streets)	Dahlin, Richard, Candy, Shawn, Main & Broadway (Fund 918)	$ 2,355,000	$ -	1-Jan-17	$ 134,803	$ -	$ -	$ -
2008 GO Improvement (Streets)	1st & 2nd Ave, Broadway St., Elizabeth St., Alley NNSF; 2007 SE Quadrant Hwy 65 (Fund 919)	1,275,000	250,000	1-Dec-18	203,458	**48,327**	22,856	170,305
2009A GO Crossover Refunding	Refunded 2001A GO Imp Bonds (Fund 928 was 914)	610,000	85,000	1-Dec-17	107,976	-	38,644	87,635
2010B GO Improvement Refunding	Refunded 2003 and 2004 GO Impr Bonds (Fund 929 was 915 and 916)	1,825,000	1,275,000	1-Dec-21	622,869	**250,000**	9,752	87,190
2011A GO Improvement (Streets & Utilities)	Broadway St SW, Elizabeth St SW, 2nd Ave SW, 3rd Ave SW, 4th Ave SW, 5th Ave SW (Fund 930)	790,000	500,000	1-Feb-22	158,129	**7,870**	24,148	90,538
2014A GO Tax Abatement Bonds	BMX Facility and Related Site Improvements (Fund 931)	2,560,000	2,430,000	1-Feb-30	6,648	**224,871**	-	215,713
2014B General Obligation Bonds (Equipment Portion)	Capital Equipment (Fund 932)	390,000	350,000	1-Feb-24	2,004	**47,408**	-	45,290
Total			**$ 4,890,000**		**$ 1,235,888**	**$ 578,475**	**$ 95,400**	**$ 696,670**

2017 Debt Service	Required Levy Amt
2006 Street Improvement (Fund 918)	$ -
GO 2008 Improvement (Fund 919)	$ 48,327
2009A GO Crossover Refunding (Fund 928)	$ -
2010B GO Improvement Refunding (Fund 929)	$ 250,000
2011A GO Improvement (Fund 930)	$ 7,870
2014A GO Tax Abatement Bonds (Fund 931)	$ 224,871
2014B General Obligation Bonds (Fund 932)	$ 47,408
Total Debt Service	**$ 578,475**

Pay 2017

JOB CLASSIFICATION 2017	POINTS	STEP 1 0.895	STEP 2 0.930	STEP 3 0.965	STEP 4 1.000	STEP 5 1.035	STEP 6 1.070	STEP 7 1.105
City Administrator	864	$7,585.38	$7,882.01	$8,178.65	$8,475.28	$8,771.92	$9,068.55	$9,365.19
per hour		$43.76	$45.47	$47.18	$48.90	$50.61	$52.32	$54.03
per pay period		$3,500.94	$3,637.85	$3,774.76	$3,911.67	$4,048.58	$4,185.49	$4,322.39
per year		$91,024.53	$94,584.15	$98,143.77	$101,703.38	$105,263.00	$108,822.62	$112,382.24
Finance Director	665	$6,627.56	$6,886.74	$7,145.92	$7,405.10	$7,664.28	$7,923.45	$8,182.63
per hour		$38.24	$39.73	$41.23	$42.72	$44.22	$45.71	$47.21
per pay period		$3,058.88	$3,178.50	$3,298.12	$3,417.74	$3,537.36	$3,656.98	$3,776.60
per year		$79,530.75	$82,640.89	$85,751.03	$88,861.18	$91,971.32	$95,081.46	$98,191.60
Police Chief	643	$6,217.07	$6,460.19	$6,703.32	$6,946.44	$7,189.57	$7,432.70	$7,675.82
per hour		$35.87	$37.27	$38.67	$40.08	$41.48	$42.88	$44.28
per pay period		$2,869.42	$2,981.63	$3,093.84	$3,206.05	$3,318.26	$3,430.48	$3,542.69
per year		$74,604.82	$77,522.32	$80,439.83	$83,357.34	$86,274.84	$89,192.35	$92,109.86
Public Services Director/Asst. City Administrator	650	$6,389.15	$6,639.00	$6,888.86	$7,138.71	$7,388.57	$7,638.42	$7,888.28
per hour		$36.86	$38.30	$39.74	$41.18	$42.63	$44.07	$45.51
per pay period		$2,948.84	$3,064.16	$3,179.47	$3,294.79	$3,410.11	$3,525.43	$3,640.74
per year		$76,669.80	$79,668.06	$82,666.32	$85,664.58	$88,662.84	$91,661.10	$94,659.36
Community Development Director	511	$5,617.30	$5,836.97	$6,056.64	$6,276.32	$6,495.99	$6,715.66	$6,935.33
per hour		$32.41	$33.67	$34.94	$36.21	$37.48	$38.74	$40.01
per pay period		$2,592.60	$2,693.99	$2,795.37	$2,896.76	$2,998.15	$3,099.53	$3,200.92
per year		$67,407.62	$70,043.68	$72,679.73	$75,315.78	$77,951.83	$80,587.88	$83,223.94
Economic Development Director	417	$5,559.21	$5,776.61	$5,994.01	$6,211.41	$6,428.81	$6,646.21	$6,863.61
per hour		$32.07	$33.33	$34.58	$35.84	$37.09	$38.34	$39.60
per pay period		$2,565.79	$2,666.13	$2,766.47	$2,866.81	$2,967.14	$3,067.48	$3,167.82
per year		$66,710.57	$69,319.36	$71,928.16	$74,536.95	$77,145.74	$79,754.54	$82,363.33
Police Lieutenant	394	$4,858.64	$5,048.64	$5,238.64	$5,428.64	$5,618.65	$5,808.65	$5,998.65
per hour		$28.03	$29.13	$30.22	$31.32	$32.42	$33.51	$34.61
per pay period		$2,242.45	$2,330.14	$2,417.83	$2,505.53	$2,593.22	$2,680.91	$2,768.61
per year		$58,303.64	$60,583.67	$62,863.70	$65,143.73	$67,423.76	$69,703.79	$71,983.82
Liquor Store Manager	358	$4,815.78	$5,004.10	$5,192.43	$5,380.76	$5,569.08	$5,757.41	$5,945.73
per hour		$27.78	$28.87	$29.96	$31.04	$32.13	$33.22	$34.30
per pay period		$2,222.67	$2,309.59	$2,396.51	$2,483.43	$2,570.35	$2,657.27	$2,744.19
per year		$57,789.31	$60,049.23	$62,309.14	$64,569.06	$66,828.98	$69,088.89	$71,348.81
Police Investigator	297	$4,382.34	$4,553.72	$4,725.09	$4,896.47	$5,067.85	$5,239.22	$5,410.60
per hour		$25.28	$26.27	$27.26	$28.25	$29.24	$30.23	$31.21
per pay period		$2,022.62	$2,101.72	$2,180.81	$2,259.91	$2,339.01	$2,418.10	$2,497.20
per year		$52,588.08	$54,644.60	$56,701.11	$58,757.63	$60,814.15	$62,870.66	$64,927.18
Building Official	280BO	$4,301.13	$4,469.33	$4,637.53	$4,805.73	$4,973.93	$5,142.13	$5,310.33
per hour		$24.81	$25.78	$26.75	$27.73	$28.70	$29.67	$30.64
per pay period		$1,985.14	$2,062.77	$2,140.40	$2,218.03	$2,295.66	$2,373.29	$2,450.92
per year		$51,613.54	$53,631.95	$55,650.35	$57,668.76	$59,687.17	$61,705.57	$63,723.98
Human Resources/City Clerk	280	$4,726.14	$4,910.96	$5,095.78	$5,280.60	$5,465.42	$5,650.24	$5,835.06
per hour		$27.27	$28.33	$29.40	$30.47	$31.53	$32.60	$33.66
per pay period		$2,181.29	$2,266.60	$2,351.90	$2,437.20	$2,522.50	$2,607.80	$2,693.11
per year		$56,713.66	$58,931.51	$61,149.36	$63,367.21	$65,585.07	$67,802.92	$70,020.77
Assistant Finance Director	233	$3,914.12	$4,067.19	$4,220.26	$4,373.32	$4,526.39	$4,679.45	$4,832.52
per hour		$22.58	$23.46	$24.35	$25.23	$26.11	$27.00	$27.88
per pay period		$1,806.52	$1,877.16	$1,947.81	$2,018.46	$2,089.10	$2,159.75	$2,230.39
per year		$46,969.47	$48,806.27	$50,643.06	$52,479.86	$54,316.65	$56,153.45	$57,990.24

Pay 2017

Community Events/Parks Coordinator	230	$3,689.42	$3,833.70	$3,977.98	$4,122.26	$4,266.54	$4,410.82	$4,555.10
per hour		$21.29	$22.12	$22.95	$23.78	$24.61	$25.45	$26.28
per pay period		$1,702.81	$1,769.40	$1,835.99	$1,902.58	$1,969.17	$2,035.76	$2,102.35
per year		$44,273.06	$46,004.41	$47,735.75	$49,467.10	$51,198.45	$52,929.80	$54,661.15
Accounting Clerk	183	$3,574.54	$3,714.33	$3,854.12	$3,993.90	$4,133.69	$4,273.47	$4,413.26
per hour		$20.62	$21.43	$22.24	$23.04	$23.85	$24.65	$25.46
per year		$42,894.51	$44,571.94	$46,249.38	$47,926.82	$49,604.26	$51,281.70	$52,959.14
Police Secretary/Administrative Assist.	183	$3,390.06	$3,522.64	$3,655.21	$3,787.78	$3,920.35	$4,052.92	$4,185.50
per hour		$19.56	$20.32	$21.09	$21.85	$22.62	$23.38	$24.15
per year		$40,680.76	$42,271.63	$43,862.49	$45,453.36	$47,044.23	$48,635.10	$50,225.97
Utility Billing Clerk/Accounting Clerk	173	$3,202.82	$3,328.07	$3,453.32	$3,578.57	$3,703.82	$3,829.07	$3,954.32
per hour		$18.48	$19.20	$19.92	$20.65	$21.37	$22.09	$22.81
per year		$38,433.82	$39,936.82	$41,439.82	$42,942.82	$44,445.81	$45,948.81	$47,451.81
Utility Billing Clerk	152	$2,938.37	$3,053.28	$3,168.19	$3,283.09	$3,398.00	$3,512.91	$3,627.82
per hour		$16.95	$17.62	$18.28	$18.94	$19.60	$20.27	$20.93
per year		$35,260.43	$36,639.33	$38,018.23	$39,397.13	$40,776.03	$42,154.93	$43,533.83
Receptionist/Utility Billing Clerk	150	$2,947.11	$3,062.36	$3,177.61	$3,292.86	$3,408.11	$3,523.36	$3,638.61
per hour		$17.00	$17.67	$18.33	$19.00	$19.66	$20.33	$20.99
per year		$35,365.27	$36,748.27	$38,131.27	$39,514.27	$40,897.27	$42,280.27	$43,663.27
Receptionist/Secretary/Data Entry	144	$2,833.75	$2,944.57	$3,055.39	$3,166.20	$3,277.02	$3,387.84	$3,498.65
per hour		$16.35	$16.99	$17.63	$18.27	$18.91	$19.55	$20.18
per year		$34,005.01	$35,334.82	$36,664.62	$37,994.43	$39,324.23	$40,654.04	$41,983.84
Code Enforcement/Zoning Technician	142	$2,769.86	$2,878.18	$2,986.49	$3,094.81	$3,203.13	$3,311.45	$3,419.77
per hour		$15.98	$16.60	$17.23	$17.85	$18.48	$19.10	$19.73
Administrative Data Clerk	125	$2,515.57	$2,613.94	$2,712.32	$2,810.69	$2,909.07	$3,007.44	$3,105.81
per hour		$14.51	$15.08	$15.65	$16.22	$16.78	$17.35	$17.92
Liquor Store Clerk II	125	$2,515.57	$2,613.94	$2,712.32	$2,810.69	$2,909.07	$3,007.44	$3,105.81
per hour		$14.51	$15.08	$15.65	$16.22	$16.78	$17.35	$17.92
Liquor Store Clerk III	125	$2,294.02	$2,383.73	$2,473.44	$2,563.15	$2,652.86	$2,742.57	$2,832.28
per hour		$13.23	$13.75	$14.27	$14.79	$15.30	$15.82	$16.34
Liq. Store Clerk less than 20	125	$1,868.41	$1,941.47	$2,014.54	$2,087.60	$2,160.67	$2,233.74	$2,306.80
per hour		$10.78	$11.20	$11.62	$12.04	$12.47	$12.89	$13.31
PT Custodian	125	$1,867.12	$1,940.13	$2,013.15	$2,086.17	$2,159.18	$2,232.20	$2,305.21
per hour		$10.77	$11.19	$11.61	$12.04	$12.46	$12.88	$13.30
		Start	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**STEP 6**
Police Officer (Union)	280	$4,319.22	$4,474.81	$4,637.46	$4,807.19	$4,982.22	$5,155.49	$5,332.29
per hour		$ 24.92	$ 25.82	$ 26.75	$ 27.73	$ 28.74	$ 29.74	$ 30.76
per year		$ 51,830.69	$ 53,697.70	$ 55,649.57	$ 57,686.30	$ 59,786.69	$ 61,865.86	$ 63,987.46
Police Officer (Non-Union)	280	$4,232.56	$4,388.14	$4,550.80	$4,720.53	$4,895.56	$5,068.82	$5,245.62
per hour		$ 24.42	$ 25.32	$ 26.25	$ 27.23	$ 28.24	$ 29.24	$ 30.26
per year		$ 50,790.69	$ 52,657.70	$ 54,609.57	$ 56,646.30	$ 58,746.69	$ 60,825.86	$ 62,947.46
		Start	**6 Months**	**1 Year**	**2 Year**	**3 Year**	**4 Year**	**5 Year**
Maintenance Tech (Union)	188	$3,438.76	$3,571.36	$3,703.96	$3,840.10	$3,972.70	$4,108.83	$4,244.97
per hour		$ 19.84	$ 20.60	$ 21.37	$ 22.15	$ 22.92	$ 23.70	$ 24.49
per year		$ 41,265.12	$ 42,856.32	$ 44,447.52	$ 46,081.15	$ 47,672.35	$ 49,305.98	$ 50,939.62
Working Foreman/Leadman (Union)	280	$4,370.50	$4,391.71	$4,557.90	$4,725.86	$4,892.06	$5,052.94	$5,220.90
per hour		$ 25.21	$ 25.34	$ 26.30	$ 27.26	$ 28.22	$ 29.15	$ 30.12
per year		$ 52,445.95	$ 52,700.54	$ 54,694.85	$ 56,710.37	$ 58,704.67	$ 60,635.33	$ 62,650.85

NOTE: 1st step is after 6 months

Wage and Benefit Information

	By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Mayor and City Council															
Mayor				$ 5,225.00					$ 5,225.00	$ 399.71					
4 City Council				$ 16,552.00					$ 16,552.00	$ 1,266.23					
	100% Council			$ 21,777.00					$ 21,777.00	$ 1,665.94	$ -	$ -	$ -	$ -	$ -
EDA Board															
5 City Council Members				$ 3,000.00					$ 3,000.00	$ 229.50					
2 Members				$ 600.00					$ 600.00	$ 45.90					
	100% EDA			$ 3,600.00					$ 3,600.00	$ 275.40	$ -	$ -	$ -	$ -	$ -
Parks Rec & Culture Board															
1 City Council Member				$ 600.00					$ 600.00	$ 45.90					
4 Members				$ 1,200.00					$ 1,200.00	$ 91.80					
	100% Parks/Rec/Cult			$ 1,800.00					$ 1,800.00	$ 137.70	$ -	$ -	$ -	$ -	$ -
Planning Commission															
2 City Council Members				$ 1,200.00					$ 1,200.00	$ 91.80					
5 Members				$ 1,500.00					$ 1,500.00	$ 114.75					
	100% Plan/Zone			$ 2,700.00					$ 2,700.00	$ 206.55	$ -	$ -	$ -	$ -	$ -
Finance Committee															
2 City Council Members				$ 2,400.00					$ 2,400.00	$ 183.60					
									$ -	$ -					
	100% Admin			$ 2,400.00					$ 2,400.00	$ 183.60	$ -	$ -	$ -	$ -	$ -
Personnel Committee															
2 City Council Members				$ 2,400.00					$ 2,400.00	$ 183.60					
									$ -	$ -					
	100% Admin			$ 2,400.00					$ 2,400.00	$ 183.60	$ -	$ -	$ -	$ -	$ -
Development & Operations Advisory Committee															
2 City Council Members				$ 2,400.00					$ 2,400.00	$ 183.60					
	50% EDA								$ -	$ -					
	50% Plan/Zone			$ 2,400.00					$ 2,400.00	$ 183.60	$ -	$ -	$ -	$ -	$ -
Police Committee															
2 City Council Members				$ 400.00					$ 400.00	$ 30.60					
									$ -	$ -					
	100% Police			$ 400.00					$ 400.00	$ 30.60	$ -	$ -	$ -	$ -	$ -
Public Works Committee	25% Streets														
2 City Council Members	25% Water			$ 400.00					$ 400.00	$ 30.60					
	25% Sewer								$ -	$ -					
	25% Storm Water			$ 400.00					$ 400.00	$ 30.60	$ -	$ -	$ -	$ -	$ -
Liquor Committee															
2 City Council Members				$ 1,200.00					$ 1,200.00	$ 91.80					
									$ -	$ -					
	100% Liquor			$ 1,200.00					$ 1,200.00	$ 91.80	$ -	$ -	$ -	$ -	$ -
Bldg & Grounds Committee															
2 City Council Members	50% Muni Bldg			$ 400.00					$ 400.00	$ 30.60					
	25% Police								$ -	$ -					
	25% Parks/Rec/Cult			$ 400.00					$ 400.00	$ 30.60	$ -	$ -	$ -	$ -	$ -
Other Commissions, Boards and Advisory Committees															
1 City Council Member				$ 3,150.00					$ 3,150.00	$ 240.98					
									$ -	$ -					
	100% Council			$ 3,150.00					$ 3,150.00	$ 240.98	$ -	$ -	$ -	$ -	$ -

Wage and Benefit Information

		By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Administration Department																
Administrator	8810	69.0% Admin														
1/1/17	Step 7	5.2% Bldg Insp	2,080	$54.03	$112,382.24	$ 2,188.21				$ 114,570.45	$ 8,764.64	$ 8,592.78	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,005.56
		10.0% Liquor														
		9.0% Sewer														
		6.8% Water														
Finance Director	8810	71.7% Admin														
1/1/17	Step 3	2.5% Bldg Insp	2,080	$41.23	$ 85,751.03					$ 85,751.03	$ 6,559.95	$ 6,431.33	$ 17,602.87	$ 1,608.39	$ 69.00	$ 628.38
		10.0% Liquor														
		9.0% Sewer														
		6.8% Water														
HR/City Clerk	8810	74.2% Admin														
1/1/17	Step 4	0.0% Bldg Insp	736	$30.47	$ 22,422.25					$ 64,800.29	$ 4,957.22	$ 4,860.02	$ 8,016.00	$ 529.20	$ 69.00	$ 475.15
5/9/17	Step 5	10.0% Liquor	1,344	$31.53	$ 42,378.04											
		9.0% Sewer			$ 64,800.29											
		6.8% Water														
Administrative Data Cler	8810	74.2% Admin														
1/1/17	Step 5	10.0% Liquor	1,300	$16.78	$ 21,817.99					$ 21,817.99	$ 1,669.08	$ 1,636.35	$ -	$ -	$ -	$ 191.49
		9.0% Sewer														
		6.8% Water														
Economic Dev Director	8810	100.0% EDA														
1/1/17	Step 7		2,080	$39.60	$ 82,363.33					$ 82,363.33	$ 6,300.79	$ 6,177.25	$ 17,602.87	$ 1,608.39	$ 69.00	$ 722.89
Accounting Clerk	8810	69.0% Admin														
1/1/17	Step 7	5.2% Bldg Insp	2,080	$28.01	$ 58,255.05	$ 1,344.35			WAIVE	$ 59,599.40	$ 4,865.97	$ 4,469.95	$ 4,008.00	$ 529.20	$ 69.00	$ 523.09
		10.0% Liquor														
		9.0% Sewer														
		6.8% Water														
Recept/Sec/Data Entry	8810	5% Liquor														
		25% Sewer														
1/1/17	Step 7	25% Water	2,080	$20.93	$ 43,533.83					$ 43,533.83	$ 3,330.34	$ 3,265.04	$ 17,602.87	$ 1,608.39	$ 69.00	$ 382.09
		25% Admin														
		10% Bldg Insp														
		3.5% Plan/Zone														
		3.0% EDA														
		3.5% Parks/Rec/Cult														
Asst. Finance Dir	8810	45.0% Water														
1/1/17	Step 6	45.0% Sewer	1,240	$27.00	$ 33,476.09					$ 56,895.23	$ 4,352.49	$ 4,267.14	$ 8,016.00	$ 529.20	$ 69.00	$ 499.36
8/4/17	Step 7	10.0% Storm Water	840	$27.88	$ 23,419.14											
TOTAL ADMINISTRATION DEPARTMENT										$ 529,331.56	$ 40,800.48	$ 39,699.87	$ 90,451.49	$ 8,021.16	$ 483.00	$ 4,428.01
Community Development Department																
Community Dev Director	9410	80% Plan/Zone														
1/1/17	Step 6	10% Bldg Insp	2,080	$38.74	$ 80,587.88					$ 80,587.88	$ 6,164.97	$ 6,044.09	$ 8,016.00	$ 529.20	$ 69.00	$ 533.04
12/30/17	Step 7	0% Parks/Rec/Cult	-	$40.01	$ -											
		10% Code Enforce														
Building Official	9410	100% Bldg Insp														
1/1/17	Step 2		2,080	$25.78	$ 53,631.95					$ 53,631.95	$ 4,102.84	$ 4,022.40	$ 17,602.87	$ 1,127.07	$ 69.00	$ 354.74
Code Enforce/Zoning Te	9410	100% Code Enforce														
1/1/17	Step 1		1,004	$15.98	$ 16,043.87					$ 16,641.64	$ 1,273.09	$ 1,248.12	$ -	$ -	$ -	$ 110.07
12/18/17	Step 2		36	$16.60	$ 597.77											
TOTAL COMMUNITY DEVELOPMENT DEPARTMENT										$ 150,861.47	$ 11,540.90	$ 11,314.61	$ 25,618.87	$ 1,656.27	$ 138.00	$ 997.86

Wage and Benefit Information

		By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Police Department	7720															
1/1/17	Step 7	100% Police	2,080	$44.28	$ 92,109.86	$ 2,125.61				$ 94,235.47	$ 1,366.41	$ 15,266.15	$ 17,602.87	$ 1,608.39	$ 69.00	$ 5,597.81
Lieutenant	7720	100% Police														
1/1/17	Step 7		2,080	$34.61	$ 71,983.82		$ 3,183.90			$ 75,167.72	$ 1,089.93	$ 12,177.17	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,465.14
Investigator	7720	100% Police														
1/1/17	Step 7		2,080	$31.21	$ 64,927.18		$ 2,871.78	$ 725.00	WAIVE	$ 68,523.96	$ 1,051.71	$ 11,100.88	$ 4,008.00	$ 1,608.39	$ 69.00	$ 4,070.49
Officer	7720	100% Police														
1/1/17	Start		560	$ 24.92	$ 13,954.42					$ 56,295.13	$ 816.28	$ 9,119.81	$ 8,016.00	$ 529.20	$ 69.00	$ 3,344.07
4/7/17	Step 1		1,520	$ 25.82	$ 39,240.62		$ 2,375.09	$ 725.00								
Officer	7720	100% Police														
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,169.00	$ 2,830.21	$ 725.00	WAIVE	$ 68,711.67	$ 1,054.44	$ 11,131.29	$ 4,008.00	$ 1,608.39	$ 69.00	$ 4,081.64
Officer	7720	100% Police														
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,322.82	$ 2,830.21	$ 725.00		$ 68,865.49	$ 998.55	$ 11,156.21	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,090.78
Officer	7720	100% Police							WAIVE							
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,476.63	$ 2,830.21	$ 725.00		$ 69,019.30	$ 1,058.90	$ 11,181.13	$ 4,008.00	$ 1,608.39	$ 69.00	$ 4,099.91
Officer	7720	100% Police														
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ -	$ 2,830.21	$ 725.00		$ 67,542.67	$ 979.37	$ 10,941.91	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,012.20
Officer	7720	100% Police														
1/1/17	Step 6		2,080	$ 30.76	$ 63,987.46	$ 1,476.63	$ 2,830.21	$ 725.00		$ 69,019.30	$ 1,000.78	$ 11,181.13	$ 17,602.87	$ 1,608.39	$ 69.00	$ 4,099.91
Police Secretary	8810	100% Police														
1/1/17	Step 7		2,080	$24.15	$ 50,225.97	$ 676.12				$ 50,902.08	$ 3,894.01	$ 3,817.66	$ 17,602.87	$ 1,127.07	$ 69.00	$ 446.76
PT Data Entry Clerk	8810	100% Police														
1/1/17	Step 5		360	$18.91	$ 6,806.12					$ 20,096.86	$ 1,537.41	$ 1,507.26	$ -	$ -	$ -	$ 176.39
5/6/17	Step 6		680	$19.55	$ 13,290.74											
TOTAL POLICE DEPARTMENT										$ 708,379.66	$ 14,847.79	$ 108,580.60	$ 125,657.23	$ 14,523.39	$ 690.00	$ 38,485.09

Wage and Benefit Information

		By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Public Services Department		21.2% Streets														$ 5,161.86
Director/Asst City Mgr	5506	4.1% Gen Maint														
1/1/17	Step 4	1.0% Sanitation	1,096	$41.18	$ 45,138.64											
7/11/17	Step 5	25.0% Parks/Rec/Cult	984	$42.63	$ 41,944.34											
		4.3% Storm Water														
		18.6% Water														
		25.8% Sewer								$ 87,082.99	$ 6,661.85	$ 6,531.22	$ 17,602.87	$ 1,608.39	$ 69.00	
Mntc Tech	5506	24.6% Streets														
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											
	C/D Licenses	1.1% Sanitation	2,080	$ 1.60	$ 3,328.00											
		13.1% Parks/Rec/Cult			$ 54,267.62	$ 260.90										
		5.0% Storm Water														
		21.5% Water														
		29.9% Sewer								$ 54,528.52	$ 4,171.43	$ 4,089.64	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,569.76
																$ 17.31
																$ 3.97
																$ 455.22
																$ 161.61
																$ 627.81
																$ 966.42
Mntc Tech	5506	24.6% Streets														
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											
	C/D, Pest Licenses	1.1% Sanitation	2,080	$ 1.70	$ 3,536.00											
		13.1% Parks/Rec/Cult			$ 54,475.62											
		5.0% Storm Water														
		21.5% Water														
		29.9% Sewer								$ 54,475.62	$ 4,167.38	$ 4,085.67	$ 17,602.87	$ 1,127.07	$ 69.00	$ 1,568.24
																$ 17.30
																$ 3.96
																$ 454.78
																$ 161.45
																$ 627.21
																$ 965.49
Foreman	5506	24.6% Streets														
1/1/17	Year 1	4.8% Gen Maint	1,400	$ 26.30	$ 36,813.84				WAIVE							
9/2/17	Year 2	1.1% Sanitation	680	$ 27.26	$ 18,539.93											
	C/D, Mech, Pest Licenses	13.1% Parks/Rec/Cult	2,080	$ 3.20	$ 6,656.00											
		5.0% Storm Water			$ 62,009.77											
		21.5% Water														
		29.9% Sewer								$ 62,009.77	$ 5,050.36	$ 4,650.73	$ 4,008.00	$ 1,608.39	$ 69.00	$ 1,785.13
																$ 19.69
																$ 4.51
																$ 517.67
																$ 183.78
																$ 713.95
																$ 1,099.02
Mntc Tech	5506	24.6% Streets														
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											
	C/D, Mech Licenses	1.1% Sanitation	2,080	$ 3.10	$ 6,448.00											
		13.1% Parks/Rec/Cult			$ 57,387.62	$ 1,048.43										
		5.0% Storm Water														
		21.5% Water														
		29.9% Sewer								$ 58,436.04	$ 4,470.36	$ 4,382.70	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,682.25
																$ 18.55
																$ 4.25
																$ 487.84
																$ 173.19
																$ 672.80
																$ 1,035.68
Mntc Tech	5506	24.6% Streets														
1/1/17	Year 5	4.8% Gen Maint	2,080	$ 24.49	$ 50,939.62											
	C/D, Pest Licenses	1.1% Sanitation	2,080	$ 1.70	$ 3,536.00											
		13.1% Parks/Rec/Cult			$ 54,475.62											
		5.0% Storm Water														
		21.5% Water														
		29.9% Sewer								$ 54,475.62	$ 4,167.38	$ 4,085.67	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,568.24
																$ 17.30
																$ 3.96
																$ 454.78
																$ 161.45
																$ 627.21
																$ 965.49
Mntc Tech	7520	50.0% Water														
1/1/17	Year 5	50.0% Sewer	2,080	$ 24.49	$ 50,939.62											
	C Water, D Waste Licenses		2,080	$ 1.20	$ 2,496.00											
					$ 53,435.62											
										$ 53,435.62	$ 4,087.82	$ 4,007.67	$ 17,602.87	$ 1,608.39	$ 69.00	$ 1,430.77
																$ 1,583.70
Mntc Tech	5506	50.0% Streets														
1/1/17	Year 2	25.0% Parks/Rec/Cult	688	$ 22.15	$ 15,242.23				WAIVE							
5/1/17	Year 3	25.0% Storm Water	1,392	$ 22.92	$ 31,903.80											
			2,080	$ 1.30	$ 2,704.00											
					$ 49,850.03					$ 49,850.03	$ 4,120.14	$ 3,738.75	$ 4,008.00	$ 1,608.39	$ 69.00	$ 5,833.65
Comm Events & Parks C	9102	100.0% Parks/Rec/Cult														
1/1/17	Step 1		552	$21.29	$ 11,749.39											
4/6/17	Step 2		1,528	$22.12	$ 33,795.54											
										$ 45,544.93	$ 3,484.19	$ 3,415.87	$ 8,016.00	$ 529.20	$ 69.00	$ 2,902.45
Custodian	9102	100.0% Parks/Rec/Cult														
1/1/17	Step 2		1,040	$10.77	$ 11,202.71											
										$ 11,202.71	$ 857.01	$ 840.20	$ -	$ -	$ -	$ 713.92
TOTAL PUBLIC SERVICES DEPARTMENT										$ 531,041.83	$ 41,237.92	$ 39,828.14	$ 121,649.23	$ 12,915.00	$ 621.00	$ 37,423.62

Wage and Benefit Information

			By Department	Annual Hours	Hourly Rate	2016 Salary	2016 Sick Pay	2016 Holiday	2016 Certificates	2016 HINS	2016 Total Pay	7.65% 1.45% Police FICA Medicare	7.5% 16.2% Police Retirement	Assume +10% over 2016 Premiums Health	Assume +5% over 2016 Rates Dental	$.200 per $1,000 $.030 per $1,000 Life & AD&D	Assume +6% over 2016 Rates adjust for EXP MOD Workers Comp
Liquor Store																	
Manager	1/1/17	8017 Step 7	100% Liquor	2,080	$34.30	$ 71,348.81					$ 71,348.81	$ 5,458.18	$ 5,351.16	$ 17,602.87	$ 1,608.39	$ 69.00	$ 3,784.51
Clerk II	1/1/17	8017 Step 7	100% Liquor	1,560	$17.92	$ 27,952.33					$ 27,952.33	$ 2,138.35	$ 2,096.42	$ 13,202.15	$ 1,608.39	$ 51.75	$ 1,482.66
Clerk III	1/1/17	8017 Step 1	100% Liquor	1,144	$13.23	$ 15,140.51					$ 15,140.51	$ 1,158.25	$ 1,135.54	$ -	$ -	$ -	$ 803.09
Clerk III	1/1/17	8017 Step 1	100% Liquor	546	$13.23	$ 7,226.15					$ 14,734.90	$ 1,127.22	$ 1,105.12	$ -	$ -	$ -	$ 781.57
	7/1/17	Step 2		546	$13.75	$ 7,508.74											
		8017	100% Liquor								$ 47,229.42	$ 3,613.05	$ 3,542.21	$ -	$ -	$ -	$ 2,505.16
PT Clerk		Step 1		910	$10.78	$ 9,809.13											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
PT Clerk		Step 4		780	$12.04	$ 9,394.22											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
PT Clerk		Step 1		650	$10.78	$ 7,006.52											
Total Part Time Clerks						$ 47,229.42											
TOTAL LIQUOR STORE											$ 176,405.97	$ 13,495.06	$ 13,230.45	$ 30,805.03	$ 3,216.78	$ 120.75	$ 9,357.00

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CITY OF ISANTI
GENERAL FUND (101/114)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

ACCT NO.		2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 BUDGET	2015 ACTUAL	2016 ORIGINAL BUDGET	2016 RE-EST.	2017
31xxx	Property taxes	1,339,945	1,449,760	1,425,810	1,298,306	1,357,265	1,934,000	1,934,000	2,009,086
32xxx	Licenses & permits	96,873	92,707	215,543	102,500	191,117	100,500	100,500	133,000
33xxx	Intergovernmental	507,940	478,107	725,790	151,219	712,119	156,916	738,015	718,523
34xxx	Charges for services	75,457	86,830	80,207	142,244	159,199	16,500	16,500	189,850
35xxx	Fines	33,107	27,616	33,645	35,000	36,819	30,000	30,000	32,300
	Miscellaneous	31,546	27,493	30,474	30,000	31,292	166,173	166,173	26,000
36210	Investment earnings	24,728	(13,766)	38,430	17,942	16,769	25,000	25,000	25,000
	Total revenues	2,109,597	2,148,746	2,549,899	1,777,211	2,504,578	2,429,089	3,010,188	3,133,759
	Expenditures:								
41110	Council	22,281	29,304	25,533	40,501	39,314	42,672	42,672	42,553
41200	Elections	4,472	1,128	4,172	4,750	1,078	16,709	16,709	7,350
41500	Financial Administration	356,613	381,531	361,628	404,384	364,956	412,386	423,710	444,551
41910	Planning & Zoning	82,255	89,975	72,202	88,108	84,495	96,369	100,467	111,557
41941	Municipal Building	19,778	23,159	31,127	42,415	52,354	31,841	31,841	34,927
42110	Police Administration	930,661	969,531	1,036,830	1,176,943	1,128,273	1,282,933	1,288,476	1,300,339
42280	Fire Protection	142,376	151,688	187,697	180,000	180,256	196,479	196,479	233,593
42401	Building Inspection Admin	129,052	122,344	123,354	163,210	151,435	159,735	160,660	162,392
42402	Code Enforcement	19,004	18,903	26,138	33,267	28,634	45,681	46,193	37,962
42500	Civil Defense	1,386	1,386	1,386	2,000	2,140	2,500	2,500	2,500
42700	Animal Control	5,069	4,007	4,665	5,867	4,903	5,896	5,896	5,721
43010	General City Maintenance	42,456	45,943	230,060	79,356	129,553	51,973	52,172	54,912
43100	Hwys, Streets & Roads	320,010	293,871	373,452	312,636	300,022	349,428	350,457	367,282
43160	Street Lighting	59,738	59,873	58,818	91,250	86,329	77,662	77,662	83,125
43210	Sanitation Administration	6,288	6,468	6,714	6,932	6,426	43,578	43,626	18,649
45186	Community Center	17,903	24,493	-	-	-	-	-	-
45200	Parks	168,771	152,402	-	-	611	-	-	-
45300	Parks, Rec, Culture	-	9	311,818	317,065	259,257	291,450	292,664	395,626
47000	Debt Service	-	-	20,959	-	-	-	-	-
49110	Miscellaneous Funds	17,819	13,993	12,071	11,776	12,904	10,399	10,399	9,920
	Total expenditures	2,345,934	2,390,009	2,888,624	2,960,460	2,832,940	3,117,691	3,142,583	3,312,959

Excess (deficit) of revenue over expenditures	(236,337)	(241,263)	(338,724)	(1,183,249)	(328,361)	(688,602)	(132,395)	(179,200)
Other financing sources (uses):								
Sale of property	-	-	-	-	47,156	-	-	-
Transfers in (out)								
City Hall Fund (506)	(49,255)	(49,255)	(49,255)	(49,254)	(49,252)	-	-	-
RR Avenue & Walk Improvements (434)	-	-	-	-	(29,626)	-	-	-
Capital Replacement Fund (920)	-	-	-	-	(157,500)	(10,842)	(10,842)	(7,500)
2015 City Parking Improvements (438)	-	-	-	-	(70,672)	-	-	-
Economic Development Authority (108)	(85,479)	(107,775)	(98,140)	(92,767)	(92,767)	(121,095)	(141,095)	(144,405)
Economic Development Authority (108)	-	-	16,150	16,150	16,150	16,150	16,150	19,150
Park Fund (214)	130,111	-	-	-	-	-	-	-
Liquor Store (609)	150,000	150,000	200,000	300,000	300,000	300,000	324,892	350,000
Net increase (decrease) in fund balance	(90,960.01)	(248,293.13)	(269,969)	(1,009,120)	(364,873)	(504,389)	56,710	38,045
Fund balance - January 1	2,260,221.46	2,169,261	1,920,968	1,692,235	1,692,235	1,327,362	1,327,362	1,384,072
Prior period adjustment	-	-	41,236	-	-	-	-	-
Fund balance - December 31	2,169,261.45	1,920,968.32	1,692,235.21	683,115	1,327,362.19	822,973	1,384,072	1,422,117
Fund Balance % of Exp & Transfers Out	87.4%	75.4%	55.7%	22.0%	41.1%	25.4%	42.2%	41.1%

Council-41110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 24,927	$ 25,177	$ 24,427	$ 23,027	$ 15,277	$ 15,277	$ 15,159	$ 15,277
	Mayor	5,225								
	City Council Members	16,552								
	Other Commissions, Boards & Advisory Comm	3,150								
120	**Employer Contrib Ret General**		1,907	1,926	1,869	1,761	1,169	1,169	1,160	1,169
	FICA/Medicare - 7.65%									
200	**Office Supplies (GENERAL)**		150	150	150	124	96	136	45	61
	Water/Name Plates									
208	**Training and Instruction**		4,750	4,750	3,500	2,294	610	1,163	1,113	1,016
	5 Members @ $750 Each	3,750								
	Goal Setting/Strategic Planning	1,000								
303	**Engineering Fees**		150	150	150	-	-	-	90	-
305	**Technology**		1,535	1,535	1,708	481	1,080	1,460		
	Council Chambers Equip Maint & Support	1,500								
	Switch Sound Convertor Software	35								
351	**Legal Notices Publishing**		3,000	3,000	3,000	2,370	1,991	4,468	2,934	1,874
361	**General Liability Insurance**		139	176	138	170	126	112	139	87
	Property/Liability/Volunteer Insurance	136								
433	**Dues and Subscriptions**		5,994	5,808	5,559	9,088	5,185	5,519	1,630	4,969
	League of MN Cities	5,714								
	T.H. 65 Corridor Coalition	250								
	MN Mayors Association	30								
437	**Other Miscellaneous**		-	-	-	-	-	-	13	-
439	**Election Expenses**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 42,553**	**$ 42,672**	**$ 40,501**	**$ 39,314**	**$ 25,533**	**$ 29,304**	**$ 22,281**	**$ 24,453**

Elections-41200

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ -	$ 5,400	$ 2,500	$ -	$ 2,690	$ -	$ 2,214	$ 1,064
200	**Office Supplies (GENERAL)**		100	200	100	-	72	-	-	7
208	**Training and Instruction**		-	1,270	400	-	601	-	1,094	75
	Election Judge Training	-								
	Mileage	-								
303	**Engineering Fees**		-			94				
351	**Legal Notices Publishing**		250	250	250	-	164	-	425	142
361	**General Liability Insurance**		-	200	-	13	2	23	5	-
	Property/Liability/Volunteer Insurance	-								
439	**Election Expenses**		7,000	9,389	1,500	971	643	1,105	735	2,536
	Election Prep	-								
	Primary/General Meals	-								
	Misc Tabulator Costs	-								
	1 Automark machine (50% - split w/county)	1,000								
	2 DS200 voting machines (50% - split w/Cty)	6,000								
	Ballot Cost	-								
	Voting Stands	-								
	Voting Signs	-								
TOTAL BUDGET/EXPENDITURES			**$ 7,350**	**$ 16,709**	**$ 4,750**	**$ 1,078**	**$ 4,172**	**$ 1,128**	**$ 4,472**	**$ 3,823**

AdminFin-41500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 261,615	$ 255,541	$ 231,909	$ 220,807	$ 212,634	$ 206,347	$ 189,741	$ 200,607
	City Administrator	79,054								
	Finance Director/Asst City Administrator	61,483								
	HR/City Clerk	48,082								
	Administrative Data Clerk	16,189								
	Accounting Clerk	41,124								
	Receptionist/Data Entry/Utility Clerk	10,883								
	Finance Committee	2,400								
	Personnel Committee	2,400								
102	**FT Employees OT**					333	889			
103	**Health Stipend (HRA)**		-	-	-	-	686	55	-	2,983
112	**Contracted Services**		12,420	12,420	11,920	10,988	13,263	10,284	10,415	8,415
	Codification Maintenance Fee	1,000								
	Isantian Newsletter	7,420								
	Code Update	4,000								
120	**Employer Contrib Ret General**		39,467	38,354	34,196	31,970	31,188	29,718	27,221	28,956
	PERA 7.5%									
	FICA/Medicare - 7.65%	2,513								
130	**Employer Paid Ins General**		41,517	26,459	36,591	25,053	39,544	34,603	31,234	46,172
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		2,095	2,087	1,919	2,650	1,554	1,693	1,874	(196)
200	**Office Supplies (GENERAL)**		3,250	3,250	2,500	3,736	2,992	2,174	1,761	2,168
	Misc (Envelopes, Letterhead, Toner, Supplies, Etc)	6,500								
	12.5% to EDA, PRC, P/Z, Bldg Insp	(3,250)								
202	**Duplicating and Copying Supply**		2,240	2,240	2,000	2,176	1,960	1,988	1,874	2,010
	Paper & Supplies	2,000								
	Copy Machine Annual Lease Agreement	3,600								
	15% to EDA, PRC, P/Z, Bldg Insp	(3,360)								
207	**Computer Supplies**		-	1,200	-	-	-	-	-	(624)
	Scanner									
208	**Training and Instruction**		8,870	8,035	9,105	10,002	6,767	5,517	3,971	3,106
	MCFOA Conference - C Clerk	575								
	Clerk's Orientation - C Clerk	245								

AdminFin-41500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	MN Municipal Clerk Institute	430								
	PHR Study Tool/Exam	895								
	HR Law	200								
	ICMA Conference - C Mgr	2,000								
	MCMA Conference - C Mgr	800								
	League Conference - C Mgr	800								
	MNGFOA Conference - Fin Dir	700								
	OSA Training - Fin Dir	125								
	GFOA training	1,000								
	CPE for CPA (40 Hrs) - Fin Dir	1,100								
220	**General Supplies**					958				
300	**Professional Srvs (GENERAL)**		38,398	28,652	26,457	22,597	24,433	61,297	51,169	49,826
	36 Meetings @ $208 + 2% Increase	7,638								
	165 Hrs @ $124 + 2% Increase	20,869								
	12.5% to Bldg Insp	(2,609)								
	Mediation/arbitration	10,000								
	Private Attorney	2,500								
301	**Auditing and Acctg Services**		16,150	15,445	15,445	16,395	10,415	14,677	23,784	19,740
	AEM Annual Audit	28,000								
	Interim Services/AUP Engagements	4,300								
	10% to Liquor, Water, Sewer, Storm Water, Bldg Insp	(16,150)								
303	**Engineering Fees**		900	900	900	-	54	429	-	834
	General Consulting Services	1,000								
	10% to Bldg Insp	(100)								
305	**Technology**		3,292	2,220	2,215	3,105	1,577	1,808		
	Linden Web Design	400								
	Norton Anti-Virus	250								
	US Internet Anti-Spam Software	245								
	TR Computer Support (Help Desk & Consult)	1,000								
	Civic System support (25%)	1,398								
322	**Postage**		5,605	5,697	5,105	4,724	4,956	3,258	3,612	4,449
	Bulk Mailing - Isantian	2,000								
	PO Box Fee	120								

AdminFin-41500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Bulk Permit Fee	220								
	Postage (6,000*$.49)	2,940								
	Certified Letters	325								
335	**Auto Expense**		2,953	2,973	2,953	2,847	2,916	2,983	2,956	2,955
	Mileage Allowance - $350/mth - Lorsung %	2,898								
	City Car (Fuel, Oil, Etc)	550								
	10% to P/Z	(55)								
	20% to Water, Sewer, Liquor, Bldg Insp	(440)								
351	**Legal Notices Publishing**		200	100	100	582	57	106	50	86
361	**General Liability Insurance**		2,609	3,868	3,420	3,726	3,526	3,359	4,100	3,199
	Property/Liability/Volunteer Insurance	2,545								
366	**Bonds/Life Insurance**		-	-	-	-	-	-	-	2,059
404	**Repairs/Maint Machinery/Equip**		-	-	-	-	-	-	-	-
433	**Dues and Subscriptions**		2,969	2,944	2,649	2,137	2,213	2,339	1,601	-
	MN City/Cty Management Assoc	130								
	MN Clerks & Finance Officers Assoc	35								
	SHRM Membership	185								
	ICMA	800								
	MN GFOA	60								
	Int'l Institute of Muncipal Clerks	255								
	American Planning Association	360								
	IPMA HR	149								
	MPERLA	200								
	MN Society of CPAs	260								
	AICPA	215								
	MN Board of Accountancy	150								
	National GFOA	170								
437	**Other Miscellaneous**		-	-	-	19	4	148	-	-
500	**Capital Outlay (GENERAL)**		-	-	15,000	150	-	-	-	-
511	**Land Acquisition**		-	-	-	-	-	(1,250)	1,250	-
TOTAL BUDGET/EXPENDITURES			**$ 444,551**	**$ 412,386**	**$ 404,384**	**$ 364,956**	**$ 361,628**	**$ 381,531**	**$ 356,613**	**$ 376,744**

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Muni Bldg-41941

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 200	$ 200	$ 200	$ -	$ -	$ -	$ -	$ -
	Bldg & Grounds Committee (50%)	200								
112	**Contracted Services**		1,161	1,134	734	1,035	711	547	486	1,155
	Alarm Monitoring (Simplex Grinnell)	530								
	Shred N Go	760								
	10% to Bldg Insp	(129)								
120	**Employer Contrib Ret General**		15	15	15	-	-	-	-	-
	FICA/Medicare - 7.65%									
210	**Operating Supplies (GENERAL)**		1,575	1,575	1,440	2,295	979	1,214	404	1,142
	Supplies	700								
	Flags	350								
	Furnace Filters	250								
	Ice Melt	200								
	Flourescent Bulb Replacement	250								
	10% to Bldg Insp	(175)								
300	**Professional Srvs (GENERAL)**					-	98			
303	**Engineering Fees**					(231)	4,402			
305	**Technology**		5,237	5,227	1,689	6,351	3,205	537		
	Panic Button Monitoring	250								
	Firewall Annual Renewal	340								
	Server Backup DaltoAlto	1,800								
	Server Recovery System Annual Renewal	169								
	TR Computer Support (Help Desk & Consult)	2,500								
	Host Gator - Website & Email Server	178								
320	**Communications (GENERAL)**		3,720	3,720	3,552	3,511	3,836	3,329	3,403	3,231
	Long Distance ($20 per mth)	240								
	Monthly Billing ($275 per mth)	3,300								
	Maintenance Agreement (Marco)	2,500								
	10% to EDA, PRC, P/Z, Bldg Insp	(2,320)								
361	**General Liability Insurance**		2,009	2,460	2,383	2,367	2,175	1,514	1,674	1,501
	Property/Liability/Volunteer Insurance	1,960								
380	**Utilities**		9,018	9,018	8,910	8,019	8,963	8,397	6,891	7,014
	Connexus	7,200								

Muni Bldg-41941

	Centerpoint	2,280								
	City of Isanti - Storm Water Utility	540								
	10% to Bldg Insp	(1,002)								
401	**Maint & Repairs - Bldgs**		8,492	8,492	8,492	16,639	6,758	7,620	6,871	12,162
	Disposal Service $9/Mth	108								
	Equipment Service	1,250								
	Janitorial Service $290/Mth	3,480								
	Window Washing - 7 mths	530								
	Annual Sprinkler Inspection	465								
	Rug Service	1,152								
	Annual Carpet Cleaning	450								
	Audio, Video, Wiring - Maint & Repair Est	2,000								
	10% to Bldg Insp	(944)								
410	**Rentals**		-	-	-	-	-	-	50	-
500	**Capital Outlay (GENERAL)**		3,500	-	15,000	12,367	-	-	-	-
	Landscaping	3,500								
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 34,927**	**$ 31,841**	**$ 42,415**	**$ 52,354**	**$ 31,127**	**$ 23,159**	**$ 19,778**	**$ 26,205**

Animal Ctrl-42700

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
112	**Contracted Services**		$ 5,200	$ 5,200	$ 5,200	$ 4,631	$ 4,384	$ 3,635	$ 4,920	$ 4,800
	Animal Control/Kennel Services	5,200								
210	**Operating Supplies (GENERAL)**		200	150	120	247	182	183	68	130
	Misc Supplies	200								
219	**Disposal-Animal**		300	300	300	-	-	163	-	30
	10@$30	300								
300	**Professional Srvs (GENERAL)**		-	-	-	-	-	-	49	-
322	**Postage**		-	220	220	-	-	-	-	-
	Misc Mailings	0								
361	**General Liability Insurance**		21	26	27	25	25	26	33	20
	Property/Liability/Volunteer Insurance	20								
417	**Uniform Rentals**					-	75			
TOTAL BUDGET/EXPENDITURES			**$ 5,721**	**$ 5,896**	**$ 5,867**	**$ 4,903**	**$ 4,665**	**$ 4,007**	**$ 5,069**	**$ 4,981**

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PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 120,396	$ 88,760	$ 118,298	$ 96,885	$ 98,976	$ 59,757	$ 54,352	$ 50,507
	Community Events & Parks Coord	45,545	-							
	Receptionist/Data Entry/Utility Clerk (3.5%)	1,524								
	PS Director & 5 Main Tech's	58,965								
	PW Maint Tech	12,463								
	Parks Rec & Culture Board (100%)	1,800								
	Bldg & Grounds Committee	100								
101	**PT Salaries & Wages**		12,325	10,983	8,310	2,439	6,346	4,612	-	-
	PT Custodian	11,203								
	Seasonal	1,122								
102	**FT Employees OT**		-	-	-	3,541	2,897	96	1	83
103	**Health Stipend (HRA)**		-	-	-	-	5	2	-	1,021
112	**Contracted Services**		7,305	6,605	6,800	5,320	5,862	12,214	14,614	14,003
	Portable Restrooms	6,005								
	Quarterly Carpet Cleaning/Floor Waxing/Windows	1,300								
120	**Employer Contrib Ret General**		19,987	14,968	19,039	15,145	15,271	8,966	7,807	7,464
	PERA 7.5%									
	FICA/Medicare - 7.65%	1,388								
130	**Employer Paid Ins General**		26,315	16,357	30,291	31,381	29,256	10,394	16,090	14,552
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	720
151	**Worker's Comp Benefit**		6,000	2,644	3,794	3,878	3,322	2,572	1,854	1,456
200	**Office Supplies (GENERAL)**		1,113	1,063	625	1,039	2,023	1,629	435	998
	12.5% from Financial Administration	813								
	Misc Office Supplies	300								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
208	**Training and Instruction**		1,350	1,210	1,000	2,388	1,973	523	24	133
	PW Technician Licensing	100								
	Community Events & Parks Coord - MFMA Conf	100								
	Public Services Director Misc Training	800								
	MRPA conference	350								
	Illustrator Software Training	0								
210	**Operating Supplies (GENERAL)**		5,200	4,600	1,400	2,133	1,428	1,258	-	16
	Misc Operating Supplies - IIA	2,400								

PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Misc Operating Supplies - ICC	1,200								
	Misc Operating Supplies - Garden	600								
	Park Flags	500								
	Misc Operating Supplies - PRC	500								
212	**Motor Fuels**		2,500	2,500	2,250	1,188	2,658	2,458	2,102	2,365
220	**General Supplies**		3,900	2,500	2,500	2,636	1,584	885	3,049	893
	ICC Blinds	1,400								
226	**Signs**		2,000	2,000		874				
240	**Small Tools and Minor Equip**		1,000	1,000	1,000	1,132	5,302	19	-	295
300	**Professional Srvs (GENERAL)**		1,493	1,493	1,236	1,980	1,231	1,692	1,357	812
	Safety Training	743								
	Attorney Fees	750								
303	**Engineering Fees**		1,500	1,500	1,500	1,987	9,304	332	315	2,511
305	**Technology**		1,000	1,240	1,000	740	705	1,212	-	-
	TR Computer Support (Help Desk & Consult)	1,000								
	Illustrator Software	-								
320	**Communications (GENERAL)**		2,860	2,860	2,872	2,515	3,017	1,824	1,067	1,072
	Monthly Billing	2,280								
	10% from Municipal Building	580								
322	**Postage**		50	50	50	-	21			
335	**Auto Expense**		-	-	-	-	-	-	-	-
340	**Advertising**		2,483	2,483	2,483	1,553	435			
	Park Brochure & Advertisng - ECM Publishers	1,983								
	Misc	500								
351	**Legal Notices Publishing**		200	200	200	211	169	227	107	400
361	**General Liability Insurance**		19,900	23,343	19,872	14,837	16,318	18,319	19,291	16,599
	Property/Liability/Volunteer Insurance	19,415								
	IIA	-								
380	**Street Lighting**		17,974	17,974	15,512	18,945	12,769	11,445	12,207	11,637
	Centerpoint	3,600								
	Connexus Energy	9,180								
	City of Isanti - Storm Water Utility	2,835								
	City of Isanti - IIA	2,359								
400	**Ground Maintenance**		21,000	21,000	35,250	6,336	20,910	18,805	35,021	30,393

PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Special Assessments	-								
	Fertilizer, Grass Seed, Mulch, Weed Killer, LimeAgg. Etc.	20,667								
	Snow Removal ICC/IIA Retainer	333								
401	**Maint & Repairs - Bldgs**		5,560	12,100	5,300	5,695	5,728	2,888	2,476	4,953
	Disposal Service $120/Mth	1,440								
	Rug Service $30/Mth	360								
	Annual Sprinkler Inspection/Alarm Notification	760								
	Ansol Fire Suppression Semi-Annual Service	400								
	Misc Maint & Repairs	2,000								
	Mop sink for ICC	600								
	Auto Doors @ IIA	-								
404	**Repairs/Maint Machinery/Equip**		19,200	11,000	9,000	8,790	9,627	7,696	11,478	7,247
	Repairs/Maint Park Maint Equipment	4,500								
	Skate park panels	4,200								
	Tot lot & Mattson replace sand with wood fiber	4,000								
	Repairs/Replacement Park Structures/Equip	6,500								
410	**Rentals**		450	450	450	288	83	481	470	307
417	**Uniform Rentals**		739	739	679	717	671	516	553	515
	Cleaning $40 per month	480								
	Allowance	259								
433	**Dues and Subscriptions**		1,364	635	150	75	150	75	75	75
	TCALMC (25%)	75								
	MFMA	70								
	MRPA	280								
	NRPA	165								
	Graphic stock membership	99								
	Adobe suite annual dues (InDesign, Illust, etc.)	600								
	APWA (25%)	75								
437	**Other Miscellaneous**		4,500	4,500	4,500	3,890	3,340	3,340	-	-
	C-I Bike/Walk Trail Agreement	4,500								
491	**Recreation Program**		4,983	4,804	4,804	5,030	4,461	1,433	1,215	1,180
	Summer Youth Program (Comm Ed)	1,433								
	City Rec programs	1,050								
	Movies at ICC	1,500								

PRC-45300

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Misc Program Supplies	1,000								
494	**Property Management**					-	596			
498	**Farmers Market**		3,000	3,000	3,000	1,960	2,504	-	-	-
499	**Street Dance**		16,150	13,150	13,150	13,060	12,023	-	-	-
500	**Capital Outlay (GENERAL)**		60,990	12,900	-	574	30,203	490	-	-
	IIA Humidity testing (Braun)	3,300								
	IIA Auto controls	8,500								
	Light timer for Unity ballfield & BB Park	800								
	Storage retaining block	2,000								
	Bench & tables for Mattson Park & totlot	5,000								
	River Bluff community garden	10,090								
	Roto tiller	4,800								
	Off road UTV (ranger)	18,000								
	Rec desk software (scheduling)	3,500								
	Park signs	5,000								
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
	TOTAL BUDGET/EXPENDITURES		**$ 395,626**	**$ 291,450**	**$ 317,064**	**$ 259,868**	**$ 311,818**	**$ 176,905**	**$ 186,674**	**$ 172,960**

P&Z-41910

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 69,894	$ 61,868	$ 58,324	$ 57,380	$ 46,159	$ 56,034	$ 52,118	$ 47,872
	Community Development Director	64.470								
	Receptionist/Data Entry/Utility Clerk	1,524								
	Planning Commission	2,700								
	Development & Operations Advisory Committee	1,200								
103	**Health Stipend (HRA)**		-	-	-	-	2	2	-	835
112	**Contracted Services**		-	-	-	-	-	-	-	138
120	**Employer Contrib Ret General**		10,296	9,081	8,544	8,425	6,456	7,898	7,426	6,995
	PERA 7.5%									
	FICA/Medicare - 7.65%									
130	**Employer Paid Ins General**		7,566	7,750	7,051	7,019	6,256	11,258	12,084	9,367
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		440	582	605	552	744	671	340	533
200	**Office Supplies (GENERAL)**		1,288	1,288	1,100	973	770	765	908	750
	12.5% from Financial Administration	813								
	Misc Office Supplies	475								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
208	**Training and Instruction**		2,050	2,000	1,950	1,167	3,103	1,565	1,178	1,110
	APA Membership & JAPA Subscription	430								
	MN APA Conference	700								
	Continuing Ed for CDD	920								
300	**Professional Srvs (GENERAL)**		4,000	4,000	4,000	3,659	3,355	3,264	2,721	2,079
	Attorney Fees	4,000								
303	**Engineering Fees**		4,000	3,000	3,000	3,240	1,803	5,495	2,450	540
	Zoning/Address Maps	1,500								
	Engineering Fees	2,500								
305	**Technology**		1,250	350	350	-	741	310		
	TR Computer Support (Help Desk & Consult)	350								
	Civic System support permits (1/3)	900								
310	**Annexation Payments**		-	-	-	-	-	-	(16)	294
	Annexation Payments to Township	-								
320	**Communications (GENERAL)**		830	830	842	599	551	528	823	757

	10% from Municipal Bldg	580								
	Other Misc. Communications	250								
322	**Postage**		-	-	-	-	-	10	-	-
335	**Auto Expense**		55	75	100	68	152	85	58	57
	10% from Financial Administration	55								
351	**Legal Notices Publishing**		400	400	400	148	207	374	226	-
	Newpaper Publications	400								
361	**General Liability Insurance**		316	386	342	371	310	346	414	227
	Property/Liability/Volunteer Insurance	308								
437	**Other Miscellaneous**		920	920	750	187	942	625	812	-
	Isanti County Recorder	920								
500	**Capital Outlay (GENERAL)**		7,412	3,000						
	New GIS (25% P/Z, 25% Storm, 25% Water, 25% Sewer)	7,412								
TOTAL BUDGET/EXPENDITURES			**$ 111,557**	**$ 96,369**	**$ 88,108**	**$ 84,495**	**$ 72,202**	**$ 89,975**	**$ 82,255**	**$ 72,306**

Bldg Inspec-42401

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 77,245	$ 72,649	$ 106,486	$ 97,272	$ 81,372	$ 76,664	$ 82,086	$ 81,886
	Building Official (100%)	53,632								
	Community Development Director (10%)	8,059								
	Receptionist/Data Entry/Utility Clerk (10%)	4,353								
	City Administrator (5.2%)	5,958								
	Accounting Clerk (5.2%)	3,099								
	Finance Director/Asst City Administrator (2.5%)	2,144								
	HR/Deputy City Clerk (0%)	-								
102	**FT Employees OT**		-			$ 25	$ 67			
103	**Health Stipend (HRA)**		-	-	-	-	109	7	-	1,406
105	**Labor Credit - Work for Others**		-	-	-	-	-	-	(268)	-
112	**Contracted Services**		9,729	15,726	6,426	8,842	25	57	92	337
	Electrical Inspector (80% of Revenues-32219)	9,600								
	Building Official Transition	-								
	10% from Municipal Building	129								
120	**Employer Contrib Ret General**		11,717	11,006	16,133	14,406	11,963	11,334	11,983	12,129
	PERA 7.5%									
	FICA/Medicare - 7.65%	189								
130	**Employer Paid Ins General**		23,312	23,463	11,998	11,480	13,059	18,016	17,363	17,202
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		541	1,120	1,018	1,123	1,134	932	654	357
200	**Office Supplies (GENERAL)**		1,013	1,013	825	1,857	696	625	701	545
	12.5% from Financial Administration	813								
	Misc Office Supplies	200								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
207	**Computer Supplies**		300	-	-	-	-	-	-	(156)
208	**Training and Instruction**		1,900	1,100	1,100	779	585	569	608	225
	Building Official Certification Class	400								
	Univ of MN Conference	500								
	Building Code Books	500								
	Misc Training & Cont Ed	500								
210	**Operating Supplies (GENERAL)**		175	175	160	321	137	76	55	46

Bldg Inspec-42401

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	10% from Municipal Building	175								
300	**Professional Srvs (GENERAL)**		3,559	3,377	3,309	4,155	4,280	4,103	5,487	6,262
	City Attorney - 12.5% from Fin Admin	2,609								
	Aware Safety Program	950								
301	**Auditing and Acctg Services**		3,230	3,089	3,089	3,279	2,083	2,446	3,180	3,290
	10% from Financial Administration	3,230								
303	**Engineering Fees**		100	100	100	-	-	40	-	175
	10% from Financial Administration	100								
305	**Technology**		1,539	618	468	1,608	1,198	1,399		
	Civic Systems Cash Receipting Support (20%)	151								
	TR Computer Support (Help Desk & Consult)	350								
	PSN Annual Sec Compliance & Monthly eBill (20%)	138								
	Civic Sytems Bldg Permit Support (1/3)	900								
320	**Communications (GENERAL)**		1,655	820	832	872	740	730	737	724
	10% from Municipal Building	580								
	Cell Phone	650								
	WiFi service	425								
335	**Auto Expense**		2,810	2,700	2,700	2,035	2,423	1,963	2,048	1,718
	Mileage Allowance - $350/mth - Lorsung %	218								
	20% from Financial Administration	110								
	Fuel	1,900								
	General Maintenance	582								
351	**Legal Notices Publishing**		-	-	-	9	168	-	-	6
361	**General Liability Insurance**		647	867	817	835	743	687	1,125	876
	Property/Liability/Volunteer Insurance	631								
380	**Street Lighting**		1,002	1,002	930	831	936	933	766	779
	10% from Municipal Building	1,002								
401	**Maint & Repairs - Bldgs**		944	944	944	792	751	893	1,599	3,040
	10% from Municipal Building	944								
433	**Dues and Subscriptions**		135	125	125	135	235	125	125	150
	ICC Building Code Membership	135								
	BO Certification. Every 3 Years, Next due 2018	-								
437	**Other Miscellaneous**					14				

Bldg Inspec-42401

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
500	**Capital Outlay (GENERAL)**		20,000	19,000	5,000	60	-	-	-	-
	2016 Chevy Colorado minus trade in	18,000								
	Misc truck equip (logo, light, registration, etc)	2,000								
	Tablet for Bldg Dept	-								
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 162,392**	**$ 159,735**	**$ 163,210**	**$ 151,435**	**$ 123,354**	**$ 122,344**	**$ 129,052**	**$ 131,752**

EDA-108-46500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 88,469	$ 80,610	$ 71,162	$ 70,310	$ 67,325	$ 65,271	$ 64,097	$ 61,535
	Economic Dev Director (100%)	82,363								
	Receptionist/Data Entry/Utility Clerk (3%)	1,306								
	EDA Board	3,600								
	Development & Operations Advisory Committee (50%)	1,200								
101	**PT Wages & Salaries**		4,000	-	-	$ -	$ 2,741	$ 3,331		
	Economic Dev/Marketing Intern (100%)	4,000								
103	**Health Stipend (HRA)**		-	-	-	-	650	2	-	930
112	**Contracted Services**		-	-	-	-	-	-	-	290
120	**Employer Contrib Ret General**		13,349	11,852	10,421	9,955	9,766	9,597	9,181	9,049
	PERA 7.5%									
	FICA/Medicare - 7.65%									
130	**Employer Paid Ins General**		19,859	20,127	16,570	16,741	16,982	16,727	18,941	17,212
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	-
151	**Worker's Comp Benefit**		734	610	612	793	496	527	614	859
200	**Office Supplies (GENERAL)**		813	813	625	915	705	579	616	906
	12.5% from Financial Administration	813								
202	**Duplicating and Copying Supply**		840	840	750	707	651	745	714	753
	15% from Financial Administration	840								
208	**Training and Instruction**		1,450	850	650	1,982	937	641	606	1,351
	EDAM Conference	800								
	Professional Development	600								
	Miscellaneous Luncheons	50								
300	**Professional Srvs (GENERAL)**		3,000	3,000	1,950	3,128	4,992	2,375	1,415	198
	Attorney	2,000								
	TIF/Tax Abatement Consultant	1,000								
303	**Engineering Fees**		1,000	-	-	873	206	1,213	-	1,324
305	**Technology**		300	300	200	450	1,679	734		
	TR Computer Support (Help Desk & Consult)	300								
320	**Communications (GENERAL)**		1,840	1,840	1,672	1,513	1,657	1,286	1,249	1,252
	10% from Municipal Building	580								
	Cell Phone	1,260								
335	**Auto Expense**		-	-	-	-	-	-	-	-
351	**Legal Notices Publishing**		100	-	-	184	66	282	33	28
361	**General Liability Insurance**		396	413	455	397	414	361	417	265
	Property/Liability/Volunteer Insurance	386								

EDA-108-46500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
380	**Utilities**		1,079	1,079	1,079	1,083	1,079			
	City of Isanti - Storm Water Utility	1,079								
433	**Dues and Subscriptions**		1,000	1,100	250	-	650	500	260	225
	EDAM Membership	250								
	GPS 45:93	750								
	ICSC	-								
437	**Other Miscellaneous**		-	-	-	15	-	-	-	-
494	**Property Management**		-	-	-	-	1	1,672	-	-
495	**Marketing**		11,625	14,430	4,920	15,697	10,832	7,117	5,985	15,151
	Initiative Foundation	800								
	Direct Mail to Manufacturers	250								
	Mayor's Employer Luncheon	1,000								
	Chamber Meetings	50								
	Misc Signs & Sponsorships	300								
	MN Economic Development Magazine	-								
	Fam Tour	500								
	Real Estate Journal Flyer/Conference(s)	2,500								
	ICSC Conference Site Selector Event (Las Vegas)	-								
	NEW Print/Marketing Materials and or updates	2,000								
	DEED Opportunities (CORE NET, Trade Shows, Industrial)	500								
	Loopnet/MNCar Listings/Membership	-								
	Networking Events (ARCC, Chambers, MNCAR, DEED, EDAM)	1,000								
	C-I Joint event	2,725								
498	**Farmers Market**		-	-	-	-	-	1,647		
499	**Street Dance**		-	-	-	-	-	12,929		
511	**Land Acquisition**		-	-	-	-	14,000			
531	**Improvement-Land**		-	-	-	-	-	-	-	-
602	**Loan Payment**		-	-	-	-	-	-	-	-
700	**Transfers (GENERAL)**		19,150	16,150	16,150	16,150	16,150	-	-	-
	Contribution to Parks, Rec & Culture	19,150								
	TOTAL BUDGET/EXPENDITURES		**$ 169,004**	**$ 154,014**	**$ 127,466**	**$ 140,891**	**$ 151,981**	**$ 127,536**	**$ 104,128**	**$ 111,327**

EDA-108-46500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	REVENUES									
33601	Regional Grants		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,950
33621	Cable Franchise Fee (60%)		18,000	18,000	15,600	18,229	16,009	16,235	13,690	14,111
34901	Assign & Assum Agreement		-	-	-	-	-	-	-	-
36200	Contribution from General Fund			-	-	-	-	-	-	-
36201	Refunds & Reimbursements		-	-	-	1,595	68	215	172	51
36210	Interest Earnings		600	600	1,400	438	1,226	310	1,252	1,828
36220	Farmer's Market Sponsorships/Vendor Fees		2,000	2,000	1,500	2,140	2,455	1,855	-	-
36225	Street Dance Sponsorships/Vendor Fees		4,000	3,000	3,000	4,150	3,635	1,085	-	-
36230	Contributions and Donations		-	-	-	-	411	11	75	550
39102	Sale of Property		-	-	-	-	-	-	-	-
39203	Transfer from Other Fund		144,405	121,095	92,767	92,767	98,140	117,775	85,479	85,755
	Carryover of Marketing Funds		-	9,319	13,199	-	-	-	-	-
	TOTAL REVENUES		$ 169,005	$ 154,014	$ 127,466	$ 119,319	$ 121,944	$ 137,486	$ 100,668	$ 105,244

Police-42110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 708,880	$ 701,183	$ 678,968	$ 639,208	$ 589,789	$ 582,557	$ 559,494	$ 532,882
	Wages & Salaries	708,380								
	Police Committee	400								
	Bldg & Grounds Committee (25%)	100								
101	**PT Officers Salaries & Wages**		32,109	31,109	25,147	28,257	40,432	34,592	36,524	31,166
102	**FT Employees OT**		31,000	25,000	20,000	34,088	19,807	26,890	17,845	20,557
102.1	**S&S Reimburseable OT**		(7,000)	(5,000)						
103	**Health Stipend (HRA)**		-	-	-	-	115	-	2,000	5,000
112	**Contracted Services**		-	-	-	-	1,995	-	-	-
113	**Uniform Pay**		11,780	11,856	11,587	12,201	11,373	11,536	8,764	9,122
	$1,020/Officer x 9 (gets COLA)	9,180								
	Firearm Maint Stipend	700								
	Misc/Repair/Replacement	1,900								
114	**Crime Prevention**		500	500	500	259	375	370	18	-
120	**Employer Contrib Ret General**		133,370	130,968	126,086	117,260	101,250	98,365	94,052	90,859
	PERA 16.2%									
	FICA/Medicare - 1.45%									
130	**Employer Paid Ins General**		140,871	139,578	117,713	110,674	92,192	89,085	117,948	100,583
151	**Worker's Comp Benefit**		38,485	38,910	34,778	41,078	37,955	26,892	21,944	19,658
200	**Office Supplies (GENERAL)**		4,000	4,000	4,000	4,811	3,930	6,620	2,467	2,697
207	**Computer Supplies**		250	250	250	-	-	757	214	100
	Misc Computer Supplies	250								
208	**Training and Instruction**		18,500	18,500	13,000	9,967	7,817	7,073	6,791	6,775
	Ammunition	4,000								
	MN Chiefs Annual Conference	700								
	Jubiliee Days Meeting	350								
	Misc Training/Courses	8,450								
	Tuition Reimbursement	5,000								
240	**Small Tools and Minor Equip**		4,000	5,500	2,500	1,571	4,520	2,212	2,101	2,317
	Copy Machine Lease	1,200								
	Misc Small Tools/Equipment	800								
	Misc Investigator Equipment	2,000								
300	**Professional Srvs (GENERAL)**		41,701	41,701	41,701	42,523	41,817	2,478	2,857	2,975

Police-42110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Prosecution ($3,234/month)	38,808								
	Safety Training	743								
	Admin Citation Payment	2,000								
	Random Testing ($30x5)	150								
305	**Technology**		8,300	8,300	8,500	15,451	7,913	4,171		
	LETG Software Maintenance and Support	8,000								
	Anti-Spam Software	300								
320	**Communications (GENERAL)**		5,496	5,496	3,480	5,804	3,414	3,455	4,613	5,148
	Radar Calibration	200								
	CenturyLink	1,620								
	5 Aircards	1,776								
	Verizon - Investigator Cell	900								
	Squad Cell Phone	100								
	BCA Connection	200								
	Dennison Tech Group	700								
321	**Cell Phone Reimbursement**		-	720	720	720	570	720	240	-
	Cell Phone x2 (Chief, Lt)	-								
335	**Auto Expense**		50,000	50,000	50,000	30,595	37,028	43,539	33,912	35,767
	Fuel/Washes	23,000								
	PW Labor	1,000								
	Repairs	26,000								
336	**PD Reserves**		2,420	2,000	1,500	756	1,396	1,307	1,467	802
	MN Police Reserve Membership	200								
	Uniforms	1,000								
	Fuel/Washes	300								
	Taser Refresher Annual Training	500								
	Jet Pack internet connections	420								
351	**Legal Notices Publishing**					219	8			
361	**General Liability Insurance**		20,312	21,982	21,773	21,923	20,847	15,716	7,095	5,069
	LMCIT Property/Liability/Volunteer Insurance	19,817								
	Isanti County Sherrif's Office - SRT Team Liab	-								
380	**Street Lighting**		6,780	7,247	7,247	6,350	6,724	6,345	5,659	6,207
	Connexus	4,200								

Police-42110

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Centerpoint	2,000								
	City of Isanti - Storm Water Utility	580								
401	**Maint & Repairs - Bldgs**	-	4,000	3,692	4,378	3,304	4,823	4,026	3,911	4,271
	Disposal Service $9/Mth	110								
	Janitorial Service $150/Mth	1,800								
	Window Washing	350								
	Annual Sprinkler Inspection	150								
	Rug Service	390								
	Annual Carpet Cleaning	500								
	Misc Bldg Repairs/Maintenance	700								
	Special Assessment	-								
404	**Repairs/Maint equipment**		1,500							
410	**Rentals**		-	-	-	-	-	-	-	-
433	**Dues and Subscriptions**		1,085	1,440	1,115	1,255	740	500	730	370
	Post License $90 every 3 years ('14-1,'15-5,'16-3)	180								
	Tri County Law Enforcement	75								
	MN Chiefs of Police Assoc	230								
	Range Dues/Special Response Team	600								
440	**Prisoner Expense**		-	2,000	2,000	-	-	223	-	-
442	**Forfeitures**		-	-	-	-	-	103	15	-
500	**Capital Outlay (GENERAL)**		42,000	36,000	-	-	-	-	-	2,328
	Squad Car Replacement	42,000								
	Reserve Squad laptop	-								
	Reserve squad software	-								
721	**Contingency Fund**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 1,300,339**	**$ 1,282,933**	**$ 1,176,942**	**$ 1,128,273**	**$ 1,036,830**	**$ 969,531**	**$ 930,661**	**$ 884,652**

Code-42402

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 8,059	$ 7,066	$ 6,628	$ 6,605	$ 5,334	$ 7,978	$ 10,408	$ 7,994
	Community Development Director (10%)	8,059								
101	**PT Salaries & Wages**		$ 16,642	17,310	15,454	$ 14,342	$ 11,996	$ 3,526		
	Code Enforcement/Zoning Technician (100%)	16.642								
120	**Employer Contrib Ret General**		3,742	3,693	3,345	3,159	2,516	1,633	1,502	1,158
	PERA 7.5%									
	FICA/Medicare - 7.65%									
130	**Employer Paid Ins General**		861	883	805	803	806	-	-	-
151	**Worker's Comp Benefit**		163	237	340	223	380	225	112	124
200	**Office Supplies (GENERAL)**		300	300	300	7	60	336	269	977
	Toner, Etc.	300								
207	**Computer Supplies**		300	-	-	-	-	-	-	-
208	**Training and Instruction**		250	250	250	530	638	-	-	180
300	**Professional Srvs (GENERAL)**		4,000	4,000	4,000	1,428	1,283	2,720	5,256	1,589
	Attorney/Nuisance Abatement/Admin Hearings									
305	**Technology**		1,400	500	500	240	372	1,018		
	Civic System support permits (1/3)	900								
300	**Communications**		450	-	-	-	-	-	-	-
322	**Postage**		50	50	50	-	-	-	27	10
335	**Auto Expense**		800	800	700	466	1,768	757	607	-
	Fuel/Maintenance	800								
351	**Legal Notices Publishing**		270	270	270	120	12	245	526	31
361	**General Liability Insurance**		275	322	625	306	569	464	299	55
	Property/Liability/Volunteer Insurance	268								
494	**Property Management**		400			404	404			
500	**Capital Outlay (GENERAL)**		-	10,000						
	New Software (60% Bldg, 30% Code Enf, 10% P/Z)	-								
	Tablet for Code Enforcement	-								
TOTAL BUDGET/EXPENDITURES			**$ 37,962**	**$ 45,681**	**$ 33,268**	**$ 28,634**	**$ 26,138**	**$ 18,903**	**$ 19,004**	**$ 12,118**

Civil Def-42500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
112	**Contracted Services**		$ 2,500	$ 2,500	$ 2,000	$ 2,140	$ 1,386	$ 1,386	$ 1,386	$ -
	Siren Maintenance	2,140								
	Miscellaneous	360								
220	**General Supplies**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 2,500**	**$ 2,500**	**$ 2,000**	**$ 2,140**	**$ 1,386**	**$ 1,386**	**$ 1,386**	**$ -**

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Genl Maint-43010

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 17,199	$ 16,391	$ 16,242	$ 16,303	$ 15,680	$ 15,151	$ 14,519	$ 13,523
	PS Director (4.1%) & 5 Main Tech's (4.8%)	17,199								
102	**FT Employees OT**		500	500	5,500	85	282	929	0	75
103	**Health Stipend (HRA)**		-	-	-	-	-	-	-	288
120	**Employer Contrib Ret General**		2,695	2,559	3,294	2,382	2,316	2,303	2,111	2,037
	PERA 7.5%									
	FICA/Medicare - 7.65%	175								
130	**Employer Paid Ins General**		4,742	4,608	3,549	3,480	3,651	2,654	4,651	4,156
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	264
151	**Worker's Comp Benefit**		90	-	1,209	-	(1,141)	362	779	478
208	**Training & Instruction**		100			81	30			
220	**General Supplies**		450	450	450	809	199	911	326	136
	Misc General Supplies	450								
222	**Gen I Operating Expense**		7,500	7,500	12,500	5,207	2,348	4,323	5,880	5,278
	Torch Gases	225								
	Rugs/Towels Cleaning	600								
	Parts/Oil/Supplies/Hardware	6,000								
	Rentals	675								
	Mosquito Control Chemicals	-								
240	**Small Tools and Minor Equip**		900	900	900	996	(48)	538	730	926
300	**Professional Srvs (GENERAL)**		-	-	-	77	220	-	-	-
303	**Engineering Fees**		-	-	-	-	31,189	504	-	-
305	**Technology**		100	100	100	249	9	58	-	-
320	**Communications (GENERAL)**		24	24	24	13	22	21	21	18
	CenturyLink Long Distance	24								
351	**Legal Notices**					3				
361	**General Liability Insurance**		1,110	1,439	1,430	1,385	1,301	1,162	1,161	1,029
	Property/Liability/Volunteer Insurance	1,083								
380	**Utilities**		15,000	15,000	15,000	11,963	15,819	13,772	10,250	12,705
	Connexus	6,000								
	Centerpoint	9,000								

Genl Maint-43010

400	**Ground Maintenance**		2,000	-	7,000	-	-	-	-	-
	Brush Disposal	2,000								
401	**Maint & Repairs - Bldgs**		2,000	2,000	1,916	2,948	3,145	2,084	1,413	1,915
	Disposal Service $118/Month	1,416								
	Misc Maint & Repairs - Bldgs	584								
404	**Repairs/Maint Machinery/Equip**		250	250	-	1,555	751	953	193	193
	Annual Lift Inspection	250								
410	**Rentals**		-	-	-	184	-	-	-	-
417	**Uniform Rentals**		252	252	240	245	320	218	421	1,918
	Cleaning ($15 per mth)	180								
	Allowance	72								
500	**Capital Outlay (GENERAL)**		-	-	10,000	50,391	-	-	-	-
	Mosquito Control Equipment	-								
501	**Replacement Fund**		-	-	-	-	-	-	-	-
530	**ImprovsOtherThanBldgs**		-	-	-	31,195	153,968			
700	**Transfers (GENERAL)**		-	-	-	-	-	-	-	-
701	**Equipment/Bldg Payments**		-	-	-	-	-	-	-	-
720	**Operating Transfers**		-	-	-	-	-	-	-	-
TOTAL BUDGET/EXPENDITURES			**$ 54,912**	**$ 51,973**	**$ 79,354**	**$ 129,553**	**$ 230,060**	**$ 45,943**	**$ 42,456**	**$ 44,939**

Streets-43100

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	Wages & Salaries		$ 113,332	$ 109,148	$ 106,075	$ 108,477	$ 93,786	$ 94,802	$ 89,499	$ 81,984
	PS Director (21.2%) & 5 Main Tech's (24.6%)	88,307								
	PW Main Tech (50.0%)	24,925								
	Public Works Committee (25%)	100								
101	PT Salaries & Wages		1,207	-	-	-	-	-	-	-
102	FT Employees OT		9,000	9,000	8,550	1,979	13,260	6,243	5,211	7,260
103	Health Stipend (HRA)		-	-	-	-	-	-	-	1,776
105	Labor Credit - Work for Others		(1,500)	-	-	(1,493)	(2,350)	(1,153)	(1,300)	-
112	Contracted Services		-	-	-	-	-	427	1,770	321
120	Employer Contrib Ret General		18,826	17,892	17,358	15,879	15,564	14,269	13,777	13,526
	PERA 7.5%									
	FICA/Medicare - 7.65%	2,717								
130	Employer Paid Ins General		27,182	24,450	18,952	18,563	19,250	16,350	28,681	25,627
142	Unemployment Comp Benefit		-	-	-	-	-	-	-	1,628
151	Worker's Comp Benefit		19,169	20,712	16,542	24,198	20,508	12,788	8,594	7,036
208	Training and Instruction		500	500	250	1,183	30	165	174	233
212	Motor Fuels		25,000	25,000	25,000	11,050	26,737	24,580	21,018	23,647
220	General Supplies		14,000	14,000	17,500	12,848	12,224	13,843	12,895	15,586
226	Signs		9,500	9,500	-	4,907	-	-	-	-
229	Gravel		3,900	3,900	3,900	3,505	32	1,591	430	1,082
230	Salt/Sand		40,000	40,000	35,000	31,447	25,899	40,066	25,432	27,755
231	Street Maintenance		12,500	9,000	7,500	7,453	9,208	5,677	3,582	7,937
	Special Assessments	1,239								
	Misc Patching/Street repair	7,761								
	Seal Coating	-								
	Sidewalk repair	3,500								
240	Small Tools and Minor Equip		1,000	1,000	1,000	711	1,340	716	-	347
300	Professional Srvs (GENERAL)		1,500	1,500	1,236	2,249	1,483	1,100	842	887
	Safety Training	743								
	CDL Drug Testing	757								
303	Engineering Fees		10,000	10,000	10,000	23,196	47,301	25,325	77,941	10,625
305	Technology		1,000	1,000	1,000	476	133	471		
	TR Computer Support (Help Desk & Consult)	1,000								
320	Communications (GENERAL)		1,752	1,752	2,292	2,381	1,828	1,611	1,401	1,307

Streets-43100

	PW Cell Phones (1/3) On-Call Phone	1,392								
	PW Building Land Line	360								
351	**Legal Notices Publishing**		-	-	-	17	52			
361	**General Liability Insurance**		6,626	8,750	7,427	8,432	6,747	6,798	7,839	7,125
	Property/Liability/Volunteer Insurance	6,464								
380	**Utilities**		275	275	275	-	372	-	258	-
400	**Grounds Maintenance**		1,000	-	-	-	-	-	-	-
401	**Maint & Repairs - Bldgs**		1,500	1,500	1,500	1,772	1,488	976	497	7,911
	Disposal Service $45/Month	540								
	Misc Repairs	960								
404	**Repairs/Maint Machinery/Equip**		24,000	24,000	24,000	17,210	24,642	24,746	19,847	27,527
410	**Rentals**		1,000	1,000	1,000	83	-	42	197	544
417	**Uniform Rentals**		1,529	1,529	1,454	1,500	1,409	1,166	1,348	2,056
	Cleaning ($80 per mth)	960								
	Allowance	569								
433	**Dues and Subscriptions**		150	120	75	75	75	75	75	75
	TCALMC (25%)	75								
	APWA (25%)	75								
494	**Property Management**		1,500	-	750	1,460	1,322	705		
500	**Capital Outlay (GENERAL)**		21,834	13,900	4,000	463	42,807	490	-	-
	Bobcat Buyback Program	4,000								
	Pressure Washer (20% Streets, Parks, Water, Sewer, Storm)	-								
	PW Service Vehicle (1/3 Street, Water, Sewer)	11,334								
	Street painter and trailer	6,500								
511	**Land Acquisition**		-	-	-	-	-		-	446
531	**Improvement-Land**		-	-	-	-	8,307			
	TOTAL BUDGET/EXPENDITURES		**$ 367,282**	**$ 349,428**	**$ 312,636**	**$ 300,022**	**$ 373,452**	**$ 293,871**	**$ 320,010**	**$ 274,247**

Str Light-43160

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
303	**Engineering Fees**		$ -	$ -	$ -	$ 59	$ -	$ -	$ -	$ -
361	**General Liability Insurance**		-	1	10	1	8	189	20	-
	Property/Liability/Volunteer Insurance	-								
380	**Utilities**		63,125	63,125	63,125	63,753	58,810	59,684	59,717	58,776
	Street Lighting	63,125								
500	**Capital Outlay (GENERAL)**		20,000	14,536	28,115	22,517	-	-	-	-
	Street Lighting Infill	20,000								
TOTAL BUDGET/EXPENDITURES			**$ 83,125**	**$ 77,662**	**$ 91,250**	**$ 86,329**	**$ 58,818**	**$ 59,873**	**$ 59,738**	**$ 58,776**

Sanitation-43210

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	Wages & Salaries		$ 3,994	$ 3,800	$ 3,722	$ 3,753	$ 3,600	$ 3,466	$ 3,328	$ 3,090
	PS Director (1.0%) & 5 Main Tech's (1.1%)	3,994								
101	PT Salaries & Wages (seasonal)		6,671	-	-	-	-	-	-	-
102	FT Employees OT		250	250	250	219	46	168	361	127
103	Health Stipend (HRA)		-	-	-	-	-	-	-	66
112	Contracted Services		-	-	-	-	-	-	-	-
120	Employer Contrib Ret General		1,156	614	602	578	528	521	536	482
	PERA 7.5%									
	FICA/Medicare - 7.65%	40								
130	Employer Paid Ins General		1,098	1,068	813	798	832	607	1,066	952
142	Unemployment Comp Benefit		-	-	-	-	-	-	-	60
151	Worker's Comp Benefit		21	-	-	-	-	-	-	-
208	Training & Instruction					12				
212	Motor Fuels		1,500	1,500	1,500	679	1,519	1,404	1,201	1,309
220	General Supplies		-	-	-	1	-	3	3	47
300	Professional Srvs (GENERAL)		300	300	-	133	140	223	(256)	(1)
	Clean-Up Day	300								
303	Engineering Fees		-	-	-	180	-	21		
305	Technology		-	-	-	17	2	13		
351	Legal Notices		-	-	-	1	-	-	-	-
361	General Liability Insurance		142	31	31	30	29	28	35	21
	Property/Liability/Volunteer Insurance	139								
400	Ground Maintenance		3,500	36,000	-	7	-	-	-	-
	Compost screening	3,500								
	Estimated Cost of ReOpening Site	-								
417	Uniform Rentals		17	17	14	19	19	14	14	9
	Allowance	17								
TOTAL BUDGET/EXPENDITURES			**$ 18,649**	**$ 43,578**	**$ 6,932**	**$ 6,426**	**$ 6,714**	**$ 6,468**	**$ 6,288**	**$ 6,163**

Fire-42280

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
300	Professional Srvs (GENERAL)					0	23639.38			
390	Public Safety Expense		233,593	196,479	180,000	180,256	163,983	151,688	142,376	137,724
401	Maint & Repairs - Bldgs					-	75			
TOTAL BUDGET/EXPENDITURES			$ 233,593	$ 196,479	$ 180,000	$ 180,256	$ 187,697	$ 151,688	$ 142,376	$ 137,724

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Capital Outlay and Replacement

Account	Description	2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2014 Original Budget	2013 Original Budget	2012 Original Budget	2011 Original Budget
500	**Capital Outlay (GENERAL)**							
	41000-Capital Outlay	$ -	$ -	$ -	$ 13,000	$ -	$ -	$ -
	41110-City Council (Special Projects)	-	-	-	-	-	-	2,400
	41200-Elections	-	-	-	-	-	-	-
	41500-Administration	-	-	-	-	-	4,917	-
	41910-Planning/Zoning	7,412	3,000	-	-	-	1,639	-
	41941-Muni Bldg	3,500	-	-	-	-	-	-
	42000-Public Safety	-	-	-	-	-	-	-
	42110-Police	42,000	36,000	-	29,000	-	-	-
	42401-Building Inspection	20,000	19,000	-	-	-	-	-
	42402-Code Enforcement	-	10,000	-	-	-	-	-
	45186-Community Ctr	-	-	27,000	-	-	-	-
	46500-EDA	-	-	-	-	-	-	-
	43010-General Maint	-	-	-	-	-	-	-
	43100-Streets	21,834	13,900	257,000	375,000	130,000	410	-
	43160-Street Lighting	20,000	14,536	-	-	-	-	-
	43210-Sanitation/Waste	-	-	-	-	-	-	-
	45200-Park Mnt Equip and Structures	-	-	7,000	10,000	-	410	-
	45300-Parks, Rec, Culture	69,190	12,900	7,000	10,000	-	410	-
	Total Capital Outlay	**$ 183,936**	**$ 109,336**	**$ 298,000**	**$ 437,000**	**$ 130,000**	**$ 7,786**	**$ 2,400**

Account	Description	2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2014 Original Budget	2013 Original Budget	2012 Original Budget	2011 Original Budget
501	**Replacement Fund**							
	Underfunded	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	City Council Reserves (56738)	-	-	-	-	-	-	-
	Elections Reserve (56739)	-	-	-	-	-	-	-
	Admin Reserves (56740)	-	-	-	-	-	-	-
	Police Reserves (56741)	-	-	-	-	-	-	-
	Streets Reserves (56742)	-	-	150,000	-	-	-	-
	Maintenance Reserves (56743)	-	-	-	-	-	-	-
	Park Reserves (56744)	7,500	7,500	7,500	-	-	-	-
	Sanitation Reserves (56745)	-	-	-	-	-	-	-
	ICC Reserves (56746)	-	3,342	-	-	-	-	-
	Planning/Zoning Reserves (56748)	-	-	-	-	-	-	-
	Bldg Inspection Reserves (56749)	-	-	-	-	-	-	-
	Mun Bldg - Bldg Reserves (56750)	-	-	-	-	-	-	-
	Gen Maint - Bldg Reserves (56751)	-	-	-	-	-	-	-
	Park Structures Reserve (56752)	-	-	-	-	-	-	-
	Public Safety Impr Reserve (56753)	-	-	-	-	-	-	-
	Special Projects Reserves (56754)	-	-	-	-	-	-	-
	Reserve for Park Donations (56755)	-	-	-	-	-	-	-
	Reserve for Land Acquisition (56756)	-	-	-	-	-	-	-
	EDA Reserves (56757)	-	-	-	-	-	-	-
	Code Enforcement Reserves (56758)	-	-	-	-	-	-	-
	Total Reserve for Replacement	**$ 7,500**	**$ 10,842**	**$ 157,500**	**$ -**	**$ -**	**$ -**	**$ -**

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 129,662	$ 118,071	$ 114,759	$ 116,845	$ 104,324	$ 93,219	$ 89,215	$ 108,540
	PSD (18.6%) & 5 Main Techs (21.5%)	77,241								
	1 Main Tech (50%)	26,718								
	Utility Billing Clerk (45%)	25,603								
	Public Works Committee (25%)	100								
102	**FT Employees OT**		10,000	10,000	10,000	10,764	11,321	9,910	8,195	8,628
103	**Health Stipend (HRA)**		-	-	-	-	97	20	-	2,309
108	**Wages & Salaries Admin**		34,448	33,322	30,832	29,362	33,975	27,733	25,585	-
	Receptionist/Data Entry/Utility Clerk (25%)	10,883								
	Administrator, Finance Director, City Clerk, Accounting Clerk (6.8%)	22,081								
	Administrative Data Clerk (6.8%)	1,484								
112	**Contracted Services**		15,250	10,250	2,800	2,096	6,868	16,071	20,683	19,648
	Cummins NPower Annual Svc Agreement	2,000								
	Watermain Breaks	7,000								
	Misc Leak/Curb Stop Repairs	6,000								
	Code Updates	250								
120	**Employer Contrib Ret General**		21,211	19,395	18,144	18,514	17,397	14,577	13,716	17,562
	FICA/Medicare - 7.65%	783								
128	**Employer Contrib Ret Admin**		5,238	5,048	4,671	4,350	4,247	4,004	3,679	-
	FICA/Medicare - 7.65%	248								
129	**Pension Expense (GASB 68)**		1,200			1,173				
130	**Employer Paid Ins General**		34,803	34,429	32,837	28,546	26,720	20,578	29,934	34,346
138	**Employer Paid Ins Admin**		8,341	6,962	7,357	6,188	11,895	8,234	6,290	-
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	1,182
151	**Worker's Comp Benefit**		5,212	6,822	7,579	6,922	6,593	6,037	4,357	3,201
208	**Training and Instruction**		2,500	2,500	2,500	3,227	1,948	649	2,585	1,146
	Registration/Lodging/Meals Expense	2,214								
	Mileage Allowance - $350/mth - Lorsung %	286								
211	**S/W Billing Supplies**		1,788	1,788	1,346	1,596	3,520	1,495	57	1,109
	Post Card Paper	788								
	Printer Toner	270								
	Window Envelopes	280								
	Misc Supplies	450								
212	**Motor Fuels**		4,110	4,000	3,750	1,731	3,881	3,554	3,031	3,403
	20% from Financial Administration	110								
	Maintenance Fuel	4,000								
220	**General Supplies**		9,000	9,000	9,000	7,474	8,923	7,198	6,662	6,043

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
221	**Chemicals**		32,000	32,000	30,000	13,988	30,128	27,217	21,764	15,153
	Water Treatment Chemicals	32,000								
232	**Water Meters**		25,318	10,000	7,500	13,486	16,339	1,694	(1,581)	6,945
	City building connections	10,318								
240	**Small Tools and Minor Equip**		1,000	1,000	1,000	(19)	775	1,120	10	1,465
300	**Professional Srvs (GENERAL)**		5,243	5,243	5,243	1,749	1,148	1,993	2,005	1,870
	City Attorney	3,000								
	Safety Training	743								
	CDL Drug Testing	500								
	Northland Securities Cont Disc Report	1,000								
301	**Auditing and Acctg Services**		3,230	3,089	5,339	3,279	2,083	2,446	3,379	5,023
	10% from Financial Administration	3,230								
303	**Engineering Fees**		24,000	24,000	24,000	28,117	11,636	31,650	20,781	6,835
305	**Technology**		3,960	2,280	2,280	2,317	2,586	2,122		
	Civic System support (40%)	2,236								
	Civic Systems UB/CR Support (45%/35%)	947								
	TR Computer Support (Help Desk & Consult)	500								
	PSN Annual Sec Compliance & Monthly eBill (35%)	241								
	Anit-Spam Software	36								
320	**Communications (GENERAL)**		3,360	3,360	2,760	3,189	3,003	2,502	2,258	2,889
	PW Cell Phones (1/3)	1,440								
	Century Link Services	1,920								
322	**Postage**		4,411	4,501	4,041	3,991	1,947	1,184	-	-
	PO Box Fee (45%)	45								
	Monthly Statement Mailing (45%)	3,123								
	Pre-Stamped Window Envelopes (45%)	1,103								
	Annual Mailing Fee (45%)	90								
	Water Samples	50								
351	**Legal Notices Publishing**		200	-	-	167	252	169	150	784
361	**General Liability Insurance**		16,507	19,365	19,835	18,625	18,033	16,944	20,373	11,093
	Property/Liability/Volunteer Insurance	16,104								
380	**Utilities**		48,313	48,313	47,713	43,344	47,428	44,203	43,529	45,465
	Connexus	38,400								
	Centerpoint	9,000								
	City of Isanti - Storm Water Utility	913								
400	**Ground Maintenance**		12,500	17,500	17,500	7,766	13,936	6,828	18	56
401	**Maint & Repairs - Bldgs**		2,000	2,000	2,000	2,378	4,372	2,491	24	10,211

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
404	**Repairs/Maint Machinery/Equip**		10,000	10,000	10,000	12,556	9,830	6,900	772	12,519
405	**Depreciation (GENERAL)**		370,500	352,210	353,954	370,245	358,817	357,343	341,726	322,547
415	**Other Equipment Rentals**		500	500	500	-	-	-	-	-
417	**Uniform Rentals**		1,294	1,294	1,294	1,323	1,172	1,135	1,082	834
	Cleaning ($75 per mth)	900								
	Allowance	394								
433	**Dues and Subscriptions**		3,720	3,690	3,458	3,175	3,218	1,307	4,358	3,076
	Gopher State One-Call Locates	1,340								
	American Water Works Association (AWWA)	180								
	WTF Hazardous Chemical	25								
	Well Monitoring Permits	300								
	Annual Water Use Report	1,700								
	MN Rurual Water Assn (50%)	125								
	TCALMC (25%)	75								
	APWA (25%)	75								
437	**Other Miscellaneous**		325	325	300	322	292	266	2,451	4,375
	Railroad Mgmt Pipeline	325								
438	**Bank Charges**					35	5			
492	**Testing-Waste/Water**		1,500	1,500	1,500	1,009	431	655	743	410
494	**Property Management**		800	-	1,000	823	745	397	-	-
500	**Capital Outlay (GENERAL)**		47,826	73,233	12,000	60	-	-	303	-
	New GIS (25% P/Z. 25% Storm, 25% Water, 25% Sewer)	7,411								
	Utility Vehicle (1/2 Water, Sewer)	16,000								
	Hydro excavator for Vactor (1/3 Water, Sewer, Storm)	1,082								
	Clean water tower	12,000								
	PW Service Vehicle (1/3 Street, Water, Sewer)	11,333								
530	**Improvements Other Than Bldg**		-	-	-	-	-	-	-	251
535	**2011 Water Impr Projects**		-	-	-	-	-	-	-	3
536	**2011 Water Meters**		-	-	-	-	-	-	-	10
	BOND PAYMENTS									
	2005A GO Improv Bonds (2013A)									
22510	**Principal (45%)**		-	-	261,000	261,000	258,750	(205,023)	234,000	225,000
611	**Interest (45%)**		-	-	1,436	1,436	2,600	17,026	34,754	42,629
	2007 MFPA									
22530	**Principal**		51,000	49,000	48,000	48,000	47,000	46,000	44,000	43,000
611	**Interest**		15,017	16,306	17,568	17,568	18,805	20,014	21,172	22,302
	2009 MFPA									

Water-601-49400

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
22530	Principal		242,000	235,000	228,000	228,000	221,000	215,000	208,000	202,000
611	Interest		104,677	111,826	118,761	118,761	125,484	132,025	138,352	143,791
	2008B GO Water Rev Bonds (2013A)									
22530	Principal		35,000	25,000	-	25,000	20,000	20,000	20,000	20,000
611	Interest		7,990	20,700	-	29,753	22,613	23,263	23,913	24,563
	2010A GO Utility Rev Bonds									
22530	Principal		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
611	Interest		6,120	6,620	7,120	7,120	7,520	7,920	8,320	8,720
	2011 MPFA									
22530	Principal		32,000	32,000	31,000	31,000	31,000	30,125	17,920	-
611	Interest		8,186	8,677	9,152	9,152	9,627	9,867	5,481	-
611	Interest Accrual Adjustment		-	-	-	(3,140)	4,977	(4,008)	(1,255)	(1,493)
620	Fiscal Agent Fees (2010A)		190	190	164	189	190	163	164	164
621	Bond Discount		-	-	-	-	-	27,382		
630	Amortization of Bond Discount		-	-	-	-	-		-	4,345
700	Operating Transfers		4,333	4,333	4,377	4,377	4,398		-	(0)
	GO Improv Bond 2011 A - Fund 930	4,333								
	TOTAL BUDGET/EXPENDITURES		$ 1,427,783	$ 1,406,641	$ 1,545,367	$ 1,568,926	$ 1,563,849	$ 1,083,599	$ 1,452,953	$ 1,413,953
	REVENUES									
	Water Sales		$ 906,923	$ 906,923	$ 918,563	$ 916,942	$ 906,923	$ 918,563	$ 969,146	$ 877,628
	Water Connection Fees (WAC)		55,155	55,155	55,155	165,093	145,853	(7,314)	72,348	44,603
	Miscellaneous		-	-	-	9,762	14,462	11,646	9,885	142,378
	Contributions		-	-	-	-	-	-	3,859	20,032
	Special Assessments		-	-	10,906	(1,619)	864	1,119	1,371	8,209
	Interest Income		24,864	24,864	22,424	22,987	47,238	(3,613)	30,966	58,493
13300	Deer Haven Improv - Principal Only 10 Years Beginning 2012 thru 2021		1,590	1,590	1,590	1,590	1,590	1,590	1,590	-
13300	2013 RR Ave & Walk Improv end 2015		-	9,904	4,447	14,352	29,221	-	-	-
	TOTAL REVENUES		$ 988,532	$ 998,436	$ 1,013,085	$ 1,129,106	$ 1,146,151	$ 921,991	$ 1,089,165	$ 1,151,343
	PROFIT(LOSS)		$ (13,015)	$ 14,534	$ 61,680	$ 157,298	$ 149,241	$ (37,096)	$ 178,845	$ 247,654
	CASH FLOW		$ (68,751)	$ (55,995)	$ (178,328)	$ (69,575)	$ (58,881)	$ 195,734	$ (22,062)	$ 64,282

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	**Wages & Salaries**		$ 159,782	$ 146,773	$ 143,183	$ 145,336	$ 130,764	$ 119,814	$ 115,323	$ 139,252
	PSD (25.8%) & 5 Main Techs (29.9%)	107,361								
	1 Main Tech (50%)	26,718								
	Utility Billing Clerk (45%)	25,603								
	Public Works Committee (25%)	100								
102	**FT Employees OT**		10,000	10,000	10,000	9,901	9,881	9,612	6,990	7,992
103	**Health Stipend (HRA)**		-	-	-	-	117	22	-	2,901
108	**Wages & Salaries Admin**		42,072	40,773	37,575	35,637	41,605	33,738	31,188	-
	Receptionist/Data Entry/Utility Clerk (25%)	10,883								
	Administrator, Finance Director, City Clerk, Accounting Clerk (9%)	29,225								
	Administrative Data Clerk (9%)	1,964								
112	**Contracted Services**		4,750	4,750	15,250	9,088	8,141	16,997	20,872	24,112
	Cummins NPower Annual Svc Agreement	3,000								
	Code Updates	250								
	Sewer Repair Services	1,500								
120	**Employer Contrib Ret General**		25,798	23,744	23,200	22,538	21,170	18,330	17,268	21,403
	FICA/Medicare - 7.65%	1,089								
128	**Employer Contrib Ret Admin**		6,399	6,177	5,693	5,283	5,171	4,871	4,484	-
	FICA/Medicare - 7.65%	328								
129	**Pension Expense (GASB 68)**		1,500			1,481				
130	**Employer Paid Ins General**		43,106	42,497	39,048	34,633	33,173	25,257	38,084	42,987
138	**Employer Paid Ins Admin**		9,480	7,634	8,331	6,758	12,770	9,207	7,161	-
142	**Unemployment Comp Benefit**		-	-	-	-	-	-	-	1,644
151	**Worker's Comp Benefit**		7,190	9,371	10,535	9,965	9,115	8,238	4,813	3,659
208	**Training and Instruction**		3,500	3,500	3,500	2,654	2,069	3,927	1,465	1,969
	Registration/Lodging/Meals Expense	3,122								
	Mileage Allowance - $350/mth - Lorsung 9%	378								
211	**S/W Billing Services**		1,788	1,788	1,346	1,596	3,520	1,578	18	6
	Post Card Paper	788								
	Printer Toner	270								
	Window Envelopes	280								
	Misc Supplies	450								
212	***Motor Fuels***		4,110	4,000	4,000	1,561	3,493	3,339	2,730	2,881
	20% from Financial Administration	110								
	Maintenance Fuel	4,000								
220	**General Supplies**		10,000	10,000	10,000	6,863	5,400	7,465	6,434	4,761
221	**Chemicals**		100,000	100,000	100,000	77,717	24,776	119,839	105,983	93,095

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
240	**Small Tools and Minor Equip**		1,000	1,000	1,000	607	704	899	75	1,239
260	**Hauling**		-	-	-	-	-	-	-	-
300	**Professional Srvs (GENERAL)**		3,243	3,243	3,243	1,764	1,032	1,310	1,182	1,410
	Safety Training	743								
	Northland Securities Cont Disc Report	500								
	City Attorney	2,000								
301	**Auditing and Acctg Services**		3,230	3,089	5,339	3,279	2,083	2,446	3,653	5,023
	10% from Financial Administration	3,230								
	2015 Rate Study (45%)	-								
303	**Engineering Fees**		4,000	4,000	4,000	2,262	10,185	1,186	-	15,574
305	**Technology**		2,842	1,940	1,940	2,180	2,290	2,261		
	Civic Systems support (20%)	1,118								
	Civic Systems UB/CR Support (45%/35%)	947								
	TR Computer Support (Help Desk & Consult)	500								
	PSN Annual Sec Compliance & Monthly eBill (35%)	241								
	Anit-Spam Software	36								
320	**Communications (GENERAL)**		3,240	3,240	3,300	3,024	3,626	3,097	2,903	2,924
	PW Cell Phones (1/3)	1,440								
	Century Link Services	1,800								
322	**Postage**		4,501	4,501	4,041	3,991	1,947	1,159	-	-
	PO Box Fee (45%)	45								
	Monthly Statement Mailing (45%)	3,213								
	Pre-Stamped Window Envelopes (45%)	1,103								
	Annual Mailing Fee (45%)	90								
	Miscellaneous Postage	50								
351	**Legal Notices Publishing**		100	-	-	62	304	27	-	31
361	**General Liability Insurance**		17,405	20,093	20,915	19,321	18,975	21,086	18,412	17,651
	Property/Liability/Volunteer Insurance	16,980								
380	**Utilities**		92,210	92,210	92,200	83,875	87,041	89,519	86,320	91,261
	Connexus	78,000								
	Centerpoint	10,200								
	Lakes Gas	3,000								
	City of Isanti - Storm Water Utility	1,010								
400	**Ground Maintenance**		1,500	1,500	1,000	214	1,104	-	2,498	72
401	**Maint & Repairs - Bldgs**		10,200	10,200	10,200	3,159	3,536	52,843	5,372	5,225
404	**Repairs/Maint Machinery/Equip**		20,000	20,000	20,000	18,149	20,445	8,214	19,179	30,859
405	**Depreciation (GENERAL)**		461,000	421,317	423,677	460,958	449,077	457,792	451,332	439,504

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
410	Rentals		-	-	-	35	5,132	-	462	-
415	Other Equipment Rentals		-	500	500	-	-	-	-	-
417	Uniform Rentals		1,399	1,399	1,399	1,698	1,548	1,466	1,473	1,488
	Cleaning ($75 per mth)	900								
	Allowance	499								
433	Dues and Subscriptions		1,825	1,795	1,743	1,675	1,643	1,550	563	1,815
	WWTF Hazardous Chemical	25								
	WWTP Annual Permit Fee	1,500								
	MN Rurual Water Assn (50%)	125								
	MWOA	25								
	TCALMC (25%)	75								
	APWA (25%)	75								
437	Other Miscellaneous		-	-	-	46	-	-	-	38
438	Bank Charges		-	-	-	-	-	-	-	15,458
492	Testing-Waste/Water		10,000	10,000	5,000	5,535	7,935	5,354	4,873	5,855
494	Property Management		800	-	1,000	857	776	414	-	-
500	Capital Outlay (GENERAL)		35,826	3,233	2,411,600	60	-	-	303	22,905
	New GIS (25% P/Z, 25% Storm, 25% Water, 25% Sewer)	7,411								
	Utility Vehicle (1/2 Water, Sewer)	16,000								
	Hydro excavator for Vactor (1/3 Water, Sewer, Storm)	1,082								
	Tablet (1/3 Water, Sewer, Storm)	-								
	PW Service Vehicle (1/3 Street, Water, Sewer)	11,333								
530	Improvements Other Than Bldg		-	-	-	(1)	-	-	-	262
	BOND PAYMENTS									
	1997 MFPA									
22530	Principal		261,862	255,661	249,068	249,068	242,644	236,386	230,290	224,351
611	Interest		5,173	11,941	18,534	18,534	24,958	31,216	37,312	43,251
	2005A GO Improv Bonds (2013A)									
22510	Principal (55%)		-	-	319,000	319,000	316,250	304,698	286,000	275,000
611	Interest (55%)		-	-	1,755	1,755	3,178	12,671	42,477	52,102
	2009A GO Crossover Refund Bonds									
22530	Principal		55,000	50,000	50,000	50,000	50,000	50,000	50,000	45,000
611	Interest		5,555	7,005	8,355	8,355	9,605	10,730	11,730	12,518
	2010A GO Utility Rev Bonds									
22530	Principal		35,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
611	Interest		9,995	10,745	11,495	11,495	12,095	12,695	13,295	13,895
	2014B GO Bonds									

Sewer-602-49450

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
22530	Principal		95,000	90,000	-	-	-	-	-	-
611	Interest		15,375	15,933	-	13,465	-	-	-	-
	2016A GO Bonds									
22530	Principal		-	-	-	-	-	-	-	-
611	Interest		50,500	-	-	13,465	-	-	-	-
22530	*PFA Loan Forgiven*		173,893	173,893	173,893	173,893	173,893	173,893	173,893	173,893
611	Interest Accrual Adjustment		-	-	-	(1,159)	(2,400)	(4,657)	(2,986)	(2,884)
620	Fiscal Agent Fees (2009A/2010A)		575	575	-	504	19,621	510	470	458
621	Bond Discount		-	-	-	-	9,391	21,448		
630	Amortization of Bond Discount		-	-	-	-	-	-	-	5,544
700	Operating Transfers		34,668	34,668	35,013	35,013	35,185	-	-	-
	GO Improv Bond 2011 A - Fund 930	34,668								
	TOTAL BUDGET/EXPENDITURES		1,846,391	1,694,686	4,320,867	1,907,148	1,854,967	1,912,444	1,833,891	1,878,382
	REVENUES									
	Sewer Sales		$ 1,379,000	$ 1,341,517	$ 1,321,607	$ 1,375,982	$ 1,341,517	$ 1,321,607	$ 1,291,380	$ 1,070,768
	Sewer Connection Fees (SAC)		64,590	64,590	64,590	193,703	166,673	(8,570)	84,732	52,187
	Miscellaneous		-	-	-	2,703	6,623	6,155	6,827	28,368
	Special Assessments		-	-	15,909	(1,520)	1,659	2,179	2,696	8,986
	Contributions		-	-	-	-	-	-	33,205	347,256
	Interest Income		16,029	16,029	13,626	27,370	28,086	(2,849)	15,567	23,313
	Loan Forgiveness		173,893	173,893	173,893	173,893	173,893	173,893	173,893	173,893
13300	Municipal Building - Principal Only 2010-2015		-	-	49,252	49,252	49,255	49,255	49,255	49,255
13300	Deer Haven Improv - Principal Only 2012-2021		1,590	1,590	1,590	1,590	1,590	1,590	1,590	-
13300	3rd Ave Improv - Principal 2010-2019		9,542	9,241	8,951	8,951	8,669	8,396	8,131	7,389
13300	2013 RR Ave & Walk Improv end 2015		-	14,352	4,447	14,352	29,221	-	-	-
36210	3rd Ave Improv - Interest 2010-2019		960	1,261	1,552	1,552	1,833	2,106	2,371	2,611
	TOTAL REVENUES		$ 1,645,604	$ 1,622,472	$ 1,655,418	$ 1,847,826	$ 1,809,019	$ 1,553,761	$ 1,669,647	$ 1,764,026
	PROFIT(LOSS)		$ 444,663	$ 505,391	$ 503,871	$ 688,553	$ 678,104	$ 377,054	$ 546,963	$ 577,243
	CASH FLOW		$ 260,213	$ 349,104	$ (2,241,772)	$ 401,635	$ 403,129	$ 99,110	$ 287,088	$ 330,692

Storm-603-49500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	Wages & Salaries		$ 36,193	$ 33,687	$ 32,197	$ 36,981	$ 32,912	$ -	$ -	$ -
	PSD (4.3%) & 5 Main Techs (5%)	17,941								
	PW Main Tech (25.0%)	12,463								
	Utility Billing Clerk (10%)	5,690								
	Public Works Committee (2.5%)	100								
102	FT Employees OT		350	450	450	115	288	-	-	-
112	Contracted Services		250	250	250	-	552	-	-	-
	Code Updates	250								
120	Employer Contrib Ret General		5,612	5,164	4,938	5,378	4,263	-	-	-
	PERA 7.5%									
	FICA/Medicare - 7.65%	1,093								
129	Pension Expense (GASB 68)		5,000	-	-	5,409	-	-	-	-
130	Employer Paid Ins General		7,228	6,088	5,862	4,743	4,054	-	-	-
138	Employer Paid Ins Admin		-	-	-	-	1,138	-	-	-
151	Worker's Comp Benefit		891	35	32	44	30	-	-	-
208	Training and Instruction		500	500		1,043				
211	S/W Billing Supplies		397	397	299	355	787	-	-	-
	Post Card Paper	175								
	Printer Toner	60								
	Window Envelopes	62								
	Misc Supplies	100								
212	Motor Fuels		1,250	1,250	1,250	849	-	-	-	-
	Maintenance Fuel (5%)	1,250								
220	General Supplies		1,000	1,000	1,000	230	406	-	-	-
230	Salt/Sand/Sweepings		3,500	3,500	3,500	3,754	3,128	-	-	-
240	Small Tools and Minor Equip		1,000	1,000	1,000	459	-	-	-	-
300	Professional Srvs (GENERAL)		500	500	500	119	-	-	-	-
	City Attorney	500								
301	Auditing and Acctg Services		3,230	3,089	3,589	3,279	2,083	-	-	-
	10% from Financial Administration	3,230								
	2015 Rate Study (10%)	-								
303	Engineering Fees		40,000	40,000	5,000	21,717	4,143	-	-	-
305	Technology		1,111	887	887	538	4,774	-	-	-
	Civic System support (5%)	280								
	Civic Systems UB/CR Support (10%)	227								
	TR Computer Support (Help Desk & Consult)	500								
	PSN Annual Sec Compliance & Monthly eBill (10%)	69								
	Anit-Spam Software	36								

Storm-603-49500

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
322	Postage		989	989	887	887	445	-	-	-
	PO Box Fee (10%)	10								
	Monthly Statement Mailing (10%)	714								
	Pre-Stamped Window Envelopes (10%)	245								
	Annual Mailing Fee (10%)	20								
351	Legal Notices Publishing		500	500	-	283	41	-	-	-
361	General Liability Insurance		948	718	210	711	194	-	-	-
	Property/Liability/Volunteer Insurance	925								
380	Utilities		3,105	3,105	2,837	3,746	3,008	-	-	-
	City of Isanti - Storm Water Utility	3,105								
400	Ground Maintenance		40,000	20,000	-	-	145	-	-	-
404	Repairs/Maint Machinery/Equip		8,000	8,000	1,700	2,902	5,265	-	-	-
405	Depreciation		20,500	8,808	-	20,409	5,872	-	-	-
410	Rentals		250	250	250	-	-	-	-	-
417	Uniform Rentals		350	350	350	217	170	-	-	-
	Cleaning ($18.75 per mth)	225								
	Allowance	125								
433	Dues & Subscriptions		915	915		400				
	MS4 Stormwater Permit	400								
	MCSC Membership	515								
437	Other Miscellaneous		-	-		188				
500	Capital Outlay (GENERAL)		15,293	3,233	137,750	59	-	-	-	-
	New GIS (25% P/Z, 25% Storm, 25% Water, 25% Sewer)	7,411								
	Auto lube system for Sweeper	6,800								
	Hydro excavator for Vactor (1/3 Water, Sewer, Storm)	1,082								
700	Operating Transfers		-	-	-	94,367	-	-	-	-
	TOTAL BUDGET/EXPENDITURES		$ 198,863	$ 144,667	$ 204,737	$ 209,182	$ 73,699	$ -	$ -	$ -
	REVENUES									
	Storm Water Sales		$ 262,540	$ 250,846	$ 250,000	$ 262,741	$ 240,275	$ -	$ -	$ -
	Other Sales		$ -	$ -	$ -	18,173.55	5,070.43	-	-	-
	Interest Income		250	250	1,500	(417)	(266)	-	-	-
	TOTAL REVENUES		$ 262,790	$ 251,096	$ 251,500	$ 280,498	$ 245,080	$ -	$ -	$ -
	PROFIT(LOSS)		$ 79,220	$ 106,428	$ 46,763	$ 71,315	$ 171,381	$ -	$ -	$ -
	CASH FLOW		$ 84,427	$ 115,237	$ 46,763	$ 91,724	$ 177,253			

Liquor-609-49750

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
100	Wages & Salaries		$ 130,377	$ 122,621	$ 118,931	$ 116,093	$ 113,526	$ 114,763	$ 113,224	$ 128,744
	Liquor Store Manager	71,349								
	Clerk II. Clerk III x2	57,828								
	Liquor Committee	1,200								
101	PT Salaries & Wages		47,229	46,303	46,780	48,601	41,706	41,258	38,985	47,190
102	FT Employees OT		-	-	-	48	129	-	-	-
103	Health Stipend (HRA)		-	-	-	-	98	130	-	1,565
105	Labor Credit - Work for Others		-	-	-	-	-	-	268	-
108	Wages & Salaries Admin		36,831	35,928	32,647	30,443	36,831	29,129	27,122	-
112	Contracted Services		-	-	-	-	-	102	-	-
120	Employer Contrib Ret General		26,817	25,502	25,075	23,853	22,559	21,950	21,219	25,680
	PERA 7.5%									
	FICA/Medicare - 7.65%									
128	Employer Contrib Ret Admin		5,608	5,443	4,868	4,539	4,480	4,217	3,901	-
	PERA 7.5%									
	FICA/Medicare - 7.65%	364								
129	Pension Expense (GASB 68)		550			581				
130	Employer Paid Ins General		34,143	34,196	31,206	31,481	32,345	33,731	36,465	39,364
138	Employer Paid Ins Admin		6,142	4,031	5,295	3,492	5,410	5,142	4,676	-
142	Unemployment Comp Benefit		-	-	-	83	993	13	-	19,316
151	Worker's Comp Benefit		9,658	8,005	7,862	8,130	7,322	6,245	4,016	3,900
200	Office Supplies (GENERAL)		7,000	7,000	7,000	5,690	7,825	6,272	6,043	3,767
208	Training and Instruction		2,700	2,710	2,660	1,109	1,730	1,854	1,354	1,517
	20% of City Car (from Finance)	110								
	Mileage Allowance - $350/mth - Lorsung 10%	420								
	MMBA Conference	600								
	MMBA Bootcamp	600								
	Alcohol Server Training	350								
	Food/Wine Pairing Training	200								
	Regional Meeting/Misc Training	420								
251	Liquor for Resale		567,318	539,407	505,569	553,481	526,250	505,569	475,924	503,790
252	Beer for Resale		1,013,139	1,004,176	965,745	988,429	979,684	965,745	963,314	878,334
253	Wine for Resale		151,658	143,699	141,266	147,959	140,194	141,266	127,189	63,949
257	Ice for Resale		8,292	7,437	6,894	8,090	7,255	6,894	7,558	6,117

Liquor-609-49750

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
259	**Other for Resale**		104,101	93,702	82,723	101,562	91,416	82,723	84,619	79,803
260	**Hauling**		7,294	7,317	6,743	7,116	7,139	6,743	6,686	6,612
300	**Professional Srvs (GENERAL)**		1,943	1,943	1,943	932	743	743	765	1,956
	Safety Training	743								
	Misc Attorney, Engineering, Etc.	1,200								
301	**Auditing and Acctg Services**		3,230	3,089	3,089	3,279	2,083	2,446	3,777	3,290
	10% from Financial Administration	3,230								
305	**Technology**		3,709	694	694	1,170	349	531		
	Civic System support (10%)	559								
	Battery backup for register	250								
	TR Computer Support (Help Desk & Consult)	500								
	Anti-Spam Software/firewall	2,400								
320	**Communications (GENERAL)**		1,800	1,800	1,800	1,569	1,777	1,600	1,462	1,648
	CenturyLink	1,800								
322	**Postage**		-	-	-	-	-	-	-	6
340	**Advertising**		9,000	7,000	7,000	6,395	7,740	6,533	6,230	4,758
	Tastings	2,000								
351	**Legal Notices Publishing**		500	500	500	252	356	204	12	107
361	**General Liability Insurance**		3,818	4,735	4,896	4,553	4,446	4,622	5,484	20,720
	Property/Liability/Volunteer Insurance	3,725								
364	**Dram Shop**		2,715	2,881	2,881	2,619	2,619	3,710	3,396	3,680
	Insurance	2,649								
380	**Utilities**		12,520	13,776	13,776	13,319	13,955	12,877	12,361	12,174
	Connexus (LED's drop cost by 10%)	11,340								
	Centerpoint	720								
	City of Isanti - Storm Water Utility	460								
400	**Ground Maintenance**		1,700	367	500	167	-	271	475	-
	Snow Removal Retainer	1,500								
	Outdoor Sprinkler System	200								
401	**Maint & Repairs - Bldgs**		4,976	4,976	5,000	1,395	2,091	2,927	2,449	2,295
	Disposal Service $41/Month	492								
	Window Washing Services $25/Month	300								
	Rug Service $32/Month	384								
	Floor Waxing 2x per Year	650								

Liquor-609-49750

Account	Description		2017 Preliminary Budget	2016 Current Budget	2015 Final Budget	2015 Actual	2014 Actual	2013 Actual	2012 Actual	2011 Actual
	Misc Main & Repairs	3,150								
404	**Repairs/Maint Machinery/Equip**		3,550	3,550	3,550	933	3,393	1,797	2,267	5,563
	Logivision Dial Up Card - Every 3 yrs	400								
	Register Equipment Repairs Fee/Misc	1,650								
	Register Service	1,500								
405	**Depreciation (GENERAL)**		14,900	13,976	13,976	14,895	13,683	13,373	15,345	15,345
431	**Over/Short**		-	-	-	17	95	(95)	20	27
433	**Dues and Subscriptions**		1,992	1,894	1,894	1,905	1,788	1,630	1,740	1,610
	MMBA	1,682								
	Buyer's Card MOOFSL	20								
	Tobacco License	150								
	Other	140								
437	**Other Miscellaneous**		-	-	-	-	1	10,000	-	-
438	**Bank Charges**		28,000	27,000	26,000	28,146	27,345	25,713	24,732	30,798
443	**Check Recovery Fee**		-	-	-	-	-	-	-	-
490	**Donations-Organizations**		-	-	-	-	-	-	-	-
493	**Alarm System**		1,092	1,090	1,090	1,283	1,090	1,090	1,090	1,142
	Monitoring Service	1,092								
500	**Capital Outlay (GENERAL)**		-	-	5,000	30	-	-	1,466	-
	Caselle Clarity Modules	-								
501	**Replacement Fund**		-	-	-	-	-	-	-	-
520	**Building Structures**		-	-	-	-	-	-	-	-
720	**Operating Transfers**		350,000	300,000	300,000	300,000	200,000	150,000	150,000	150,000
TOTAL BUDGET/EXPENDITURES			**$ 2,604,302**	**$ 2,476,748**	**$ 2,384,854**	**$ 2,463,639**	**$ 2,310,445**	**$ 2,213,720**	**$ 2,155,633**	**$ 2,064,766**
REVENUES										
	Sales		$ 2,537,815	$ 2,475,760	$ 2,383,737	$ 2,475,917	$ 2,415,375	$ 2,314,308	$ 2,268,932	$ 2,087,985
	Interest Income		5,400	5,400	5,400	$ 7,972	$ 14,087	$ (4,338)	$ 5,311	$ 8,345
TOTAL REVENUES			**$ 2,543,215**	**$ 2,481,160**	**$ 2,389,137**	**$ 2,483,889**	**$ 2,429,463**	**$ 2,309,970**	**$ 2,274,243**	**$ 2,096,331**
PROFIT(LOSS)			**$ (61,087)**	**$ 4,412**	**$ 4,284**	**$ 20,251**	**$ 119,018**	**$ 96,250**	**$ 118,610**	**$ 31,565**
CASH FLOW			**$ (46,187)**	**$ 18,389**	**$ 18,260**	**$ 35,146**	**$ 132,701**	**$ 109,623**	**$ 133,954**	**$ 46,909**

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 6, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 2, Block 1, Sun Prairie First Addition**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 2, Block 1, Sun Prairie First Addition for the construction of a 1,428 square foot single family residential home at 10th Avenue SE. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of August 18, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 2, Block 1, Sun Prairie First Addition

RESOLUTION 2016-___

AUTHORIZATION AND EXECUTION OF REPAYMENT AGREEMENT WITH J ROBINSON CONSTRUCTION, INC. ON LOT 2, BLOCK 1, SUN PRAIRIE FIRST ADDITION

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 2, Block 1, Sun Prairie First Addition (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of August 18, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 6th day of September 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of September, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1,428 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1,428 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this __ day of September, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of September, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 2, Block 1, Sun Prairie First Addition, Isanti County, Minnesota

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 6, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 1, Block 2, Sun Prairie First Addition**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 1, Block 2, Sun Prairie First Addition for the construction of a 1,428 square foot single family residential home at 809 Marion St SE. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of August 18, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016- ____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 1, Block 2, Sun Prairie First Addition

RESOLUTION 2016-___

AUTHORIZATION AND EXECUTION OF REPAYMENT AGREEMENT WITH J ROBINSON CONSTRUCTION, INC. ON LOT 1, BLOCK 2, SUN PRAIRIE FIRST ADDITION

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 1, Block 2, Sun Prairie First Addition (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of August 18, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 6th day of September 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of September, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1,428 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

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"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1,428 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this __ day of September, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of September, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 1, Block 2, Sun Prairie First Addition, Isanti County, Minnesota

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 6, 2016

Subject: **Consider Resolution Authorizing the Execution of Repayment Agreement with J Robinson Construction, Inc for Lot 1, Block 3, Villages on the Rum Common Interest Community Number 6**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. J Robinson Construction, Inc. has requested the City to execute a Repayment Agreement for Lot 1, Block 3, Villages on the Rum CIC No. 6 for the construction of a 1,350 square foot single family residential home at 1014 Pleasant View Ct. NW. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of August 18, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. Staff is asking the City Council to consider adoption of the attached resolution and execution of the Repayment Agreement.

City Council Action:

Consider Adoption of Resolution and Execution of Repayment Agreement

Attachments:

1) Resolution 2016-____ Authorization to Execute Repayment Agreement with J Robinson Construction, Inc. for Lot 1, Block 3, Villages on the Rum Common Interest Community Number 6

RESOLUTION 2016-___

AUTHORIZATION AND EXECUTION OF REPAYMENT AGREEMENT WITH J ROBINSON CONSTRUCTION, INC. ON LOT 1, BLOCK 3, VILLAGES ON THE RUM COMMON INTEREST COMMUNITY NUMBER 6

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, J Robinson Construction, Inc. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 1, Block 3, Villages on the Rum Common Interest Community Number 6 (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of August 18, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 6th day of September 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of September, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and J Robinson Construction, Inc, a corporation under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 309 Elm Street SW, Isanti, MN 55040.

WITNESSETH:

WHEREAS, the Developer intends to construct a 1,350 square foot main floor single family home (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means J Robinson Construction, Inc., a Minnesota Corporation, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 1,350 square foot main floor single family home to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$7,983.00** in deferred utility charges. The Deferred Charges consist of **$3,677.00** in Water Connection Charges and **$4,306.00** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to J Robinson Construction, Inc. at 309 Elm Street SW, Isanti, MN 55040; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

J Robinson Construction, Inc.

By _____
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ___ day of September, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of September, 2016, by Joshua W. Robinson, the President of J Robinson Construction, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 1, Block 3, Villages on the Rum, Common Interest Community Number 6

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 6, 2016

Subject: **Consider Adoption of Resolution Awarding Demolition Contract and Authorization of Interfund Loan**

Background:

The City of Isanti acquired 100 Dahlin in June of 2016. Staff was directed to get quotes for the demolition, abatement and waste removal at 100 Dahlin and to bring them forward to the City Council for consideration. All interested parties were provided a copy of the pre-demo survey and were asked to also include topsoil and reseeding as part of the project. City Staff received four complete bids for the project that included the demolition, abatement and removal of the waste and capping the sewer and water lines. Bids were received from some environmental firms exclusively for the abatement but they were in excess of the bids submitted by the four contractors that included abatement in their demo bids. For that reason Staff is only presenting the complete bids for the City Council to consider. The bids in order from lowest to highest are as follows:

Sauter and Sons, Inc.	$25,060.00
Above All Rooftops to Remodeling	$26,600.00
Nitti Roll-Off	$34,378.00
Dirtworks Inc.	$37,000.00

Staff has spoken to each contractor and is confident all of them are capable and responsible bidders. In addition, all contractors are able to compete the project prior to winter which was also a requirement. Based on the bids received to date City Staff would recommend selection of Sauter and Sons, Inc. for Demolition and Abatement Project at 100 Dahlin based upon the lowest responsible bid.

Budgeting:

In 2016, there was not a budget allocation for this potential project but it was discussed at great length at the EDA and previous Finance Committee meetings. Acquisition, renovation and demolition activities would be qualifying activities within TIF District No. 9. The EDA and City Council have identified the General Fund as the immediate source of funding for this project. This is a TIF eligible expense, so cost can be reimbursed to the City if TIF revenue within the district is sufficient. There is a real possibility that revenues generated within TIF 9 will not be sufficient to reimburse the City for this general fund expenditure. Staff understands that there could be an extended hold period which is typical for redevelopment projects. The City could do an inter-fund loan in the event the funds become available from TIF district No. 9 and staff would recommend this action.

Funding Source and Amount:

General Fund and to set up an inter-fund loan with TIF District No. 9 in the event that there are funds available to reimburse for eligible activities in the amount of the amount of the Bid awarded by the City Council ($25,060-$37,000).

City Council Action:

Consider Adoption of Resolution 2016-___ Awarding Demolition of 100 Dahlin Ave NE to Sauter and Sons, Inc. and Authorization of Interfund Loan

Attachments:

1) Resolution Awarding Demolition Contract for 100 Dahlin Ave NE and Authorization of Inter-fund Loan
2) Bids Submitted for Demolition and Abatement.

RESOLUTION 2016-___

AWARDING DEMOLITION CONTRACT FOR 100 DAHLIN AVE NE AND AUTHORIZATION OF INTERFUND LOAN

WHEREAS, the City of Isanti City Council Directed staff to get bids from contractors for the demolition and removal of the buildings and garage located on the real property known as 100 Dahlin Ave NE; and

WHEREAS, City Staff has reviewed the bids and all bidders are responsible and capable bidders and the low bid was submitted by Sauter and Sons, Inc.; and

WHEREAS, the Demolition and abatement work to be conducted, including is on real property located in TIF District No. 9 and the work is a TIF eligible expense; and

WHEREAS, an Inter-fund Loan resolution must be adopted prior to the expenditure of funds in order to be eligible for reimbursement from TIF District No. 9.

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

1) Award project for demolition and abatement to Sauter and Sons, Inc. for an amount not to exceed $25,060.00 and to authorize execution of contract by the Mayor and City Administrator for the demolition and abatement services.
2) Authorize Inter-fund Loan in the amount of $25,060.00 from the City General Fund to TIF District No. 9 for activities related to the demolition and abatement work for 100 Dahlin Ave NE

This Resolution hereby approved by the Isanti City Council this 6th day of September 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources / City Clerk

(SEAL)

Sauter & Sons, Inc.

Excavating & Grading

6651 141st Ave. NW, Ramsey, MN 55303 • Phone (763) 421-7919 FAX (763) 421-0797

August 29, 2016

City of Isanti
Attn: Shawn Sullivan

BID PROPOSAL
RE: Demolition of 100 Dahlin Ave. Isanti, MN

Bid Includes:

1. Demolition of 100 Dahlin Ave,	$21,000.00
2. Asbestos Removal	$1,560.00
3. Removal of Debris in building	$2,500.00
4. Import Topsoil	
5. Reseed	

TOTAL BID **$25,060.00**

Bid does not Include:

1. Winter Conditions
2. Soil Testing or Correction

Bid is valid for 30 days. If you should have any questions concerning this bid, I can be reached at the above number.

Sincerely,

Thomas Sauter
President

ABOVE ALL
Rooftops to Remodeling , Inc.

PO Box 222 - Isanti, MN 55040

Proposal

Date	Estimate #
8/30/2016	15841

City of Isanti
110 1st Avenue NW
Isanti, MN 55040

Project
2016 Building Demolition

Description	Amount
100-102 Dahlin Building Demolition:	
Proper abatement and disposal of all Asbestos related material per waste assessment.	3,100.00
Removal & proper disposal of regulated waste per waste assessment.	2,000.00
Remove entire structures including foundation walls & piers. Sand Backfill to sidewalk grade.	21,000.00
Top soil & seed.	500.00

ABOVE ALL
Rooftops to Remodeling , Inc.

If you have any questions regarding this proposal, please feel free to call our office at any time.

Total $26,600.00

MN License No. BC580515
101 Main Street East - PO Box 222 - Isanti, MN 55040
(763) 444-7824 F(763) 444-7823 office@aboveallonecall.com

NITTI
ROLL-OFF SERVICES, INC.

ESTIMATE

Project Information

Name:	City of Isanti
Address:	100-102 Dahlin
Phone:	763-444-5512
Email:	ssullivan@cityofisanti.us

Contact Information

Date:	8/22/2016
Prepared By:	Dana Nelson
Phone:	C-763-238-1014 O-763-755-0303
Email:	dana@nitticompanies.com

Description of Work

10 day notification to the M.P.C.A. five day notification to the Department of Health (for asbestos removal) Apply for permits. Remove and dispose of household waste. (could not see the inside of the garage)Disconnect sewer and water inside property line. Complete removal and disposal of building and garage. Backfill to subgrade. Apply black dirt and hydroseed.

Charges

Category	Description	Qty	Unit Price	Amount
Materials				
Demo/Excavation Days	0			$5,000.00
Demo Debris	0			$6,400.00
Waste Tax	0			$288.00
Cinder Block/Brick	0			$700.00
Concrete	0			$1,725.00
Asphalt	0			$0.00
Permits	0			$450.00
Neighborhood meeting	0			$0.00
Utility Disconnects	0			$1,600.00
Mobilization	0			$450.00
asbestos inspection	ASBESTOS REMOVAL-- OPTIONAL******			$3,200.00
Dust Control	0			$450.00
AC Units/Freon	0			$0.00
Silt Fence	OPTIONAL*******			$675.00
Silt Logs	0			$0.00
Pest Control	0			$0.00
Fill Dirt and/or Sand	0			$4,200.00
Black Dirt	0			$3,250.00
Compaction	0			$0.00
Hydroseed/Blankets	OPTIONAL*******			$990.00
Tree/Strumps/Brush	0			$0.00
Household MSW	LIGHT BULBS- HOUSEHOLD WASTE--OPTIONAL*****			$3,000.00
Labor	0			$0.00
Extra Equipment	skidsteer to compact,backfill and grade			$2,000.00
	0			$0.00
	0			$0.00
	0			$0.00
	0			$0.00

Acknowledgement

This estimate is valid for thrity (30) days. Our terms are 30% down with the balance due on completion. Please contact us if you would like to move forward and a formal contract will be sent upon request. If you have any questions, please contact us at your earliest convenience.

Total Estimate $34,378.00

Nitti Rolloff Services
12351 Cloud Dr.
Blaine Mn. 55449

Thank you for your business!

Mailing Address: PO Box 169, Cedar, MN
Physical Address: 24656 Ulysses St NE, Isanti, MN
E-mail: stevejr@dirtworksmn.com

Office: 763-434-4771 **Mobile:** 612-685-5498
Fax: 763-444-0174
www.dirtworksmn.com

PROJECT:
Dahlin Ave. Building Demo, Isanti MN

PROPOSAL DATE:
August 26, 2016

Pricing includes the following:

- Demolition of building & de-tached garage
- Removal of concrete foundation and floor as much as possible with out sidewalk caving in
- Capping of sewer and water services where they enter the building
- Import and place fill in basement area after demo is complete
- Import topsoil and seed disturbed areas
- Removal of waste inside of building
- Removal of asbestos

TOTAL $37,000.00

PROPOSAL SUBMITTED BY:

DIRTWORKS, INC.

Steven J. Strandlund
President

ACCEPTED BY:

_____

_____

_____

PROPOSAL NOTES: No permits, bonds, soil corrections, hazardous material removal or compaction testing, traffic control, insulation for foundations, surveying is included. No frost/winter conditions are accounted for in this quote. No seeding or turf restoration is included. Proposal may be with-drawn by us if not accepted within 45 days. Payment is due upon completion. 1+1/2% finance charge will be added to balances over 30 days.

CITY OF ISANTI

L.1.

*Check Summary Register©

AP160803

August 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044711	CITY OF ISANTI	8/22/2016	$2,725.00
Paid Chk# 044712	7-UP BOTTLING	8/22/2016	$196.76
Paid Chk# 044713	ABSOLUTE PORTABLE RESTRO	8/22/2016	$2,080.00
Paid Chk# 044714	ADVANTAGE SIGNS	8/22/2016	$769.74
Paid Chk# 044715	ALLINA HEALTH SYSTEM	8/22/2016	$90.00
Paid Chk# 044716	AMERICAN PLANNING ASSOCIA	8/22/2016	$300.00
Paid Chk# 044717	APADANA	8/22/2016	$14,079.12
Paid Chk# 044718	ARC IRRIGATION	8/22/2016	$1,165.16
Paid Chk# 044719	BELSON OUTDOORS	8/22/2016	$950.26
Paid Chk# 044720	BERNICK'S PEPSI-COLA	8/22/2016	$855.95
Paid Chk# 044721	BEST WESTERN KELLY INN	8/22/2016	$204.52
Paid Chk# 044722	BRADLEY & DEIKE, P.A.	8/22/2016	$828.00
Paid Chk# 044723	BREAKTHRU BEVERAGE	8/22/2016	$2,889.25
Paid Chk# 044724	CASH	8/22/2016	$47.97
Paid Chk# 044725	CENTURYLINK	8/22/2016	$809.24
Paid Chk# 044726	CITY OF BRAHAM	8/22/2016	$729.82
Paid Chk# 044727	CITY OF CAMBRIDGE	8/22/2016	$1,285.63
Paid Chk# 044728	CITY OF ISANTI	8/22/2016	$86.00
Paid Chk# 044729	CORYS COMPLETE	8/22/2016	$320.00
Paid Chk# 044730	CRYSTAL SPRINGS ICE	8/22/2016	$482.10
Paid Chk# 044731	DAHLHEIMER DISTRIBUTING CO	8/22/2016	$7,443.45
Paid Chk# 044732	ECM PUBLISHERS, INC.	8/22/2016	$397.35
Paid Chk# 044733	FASTENAL COMPANY	8/22/2016	$47.28
Paid Chk# 044734	FEDERATED CO-OPS, INC.	8/22/2016	$49.99
Paid Chk# 044735	GARY L. FISCHLER &	8/22/2016	$2,960.00
Paid Chk# 044736	GRANITE ELECTRONICS	8/22/2016	$133.50
Paid Chk# 044737	HACH COMPANY	8/22/2016	$312.74
Paid Chk# 044738	HAWKINS, INC.	8/22/2016	$7,442.04
Paid Chk# 044739	HUDSON MAGIC, LLC	8/22/2016	$190.00
Paid Chk# 044740	INNOVATIVE OFFICE	8/22/2016	$86.82
Paid Chk# 044741	ISANTI COUNTY RECORDER	8/22/2016	$46.00
Paid Chk# 044742	ISANTI COUNTY SHERIFF	8/22/2016	$1,653.99
Paid Chk# 044743	ISANTI READY-MIX, INC.	8/22/2016	$113.00
Paid Chk# 044744	ISANTI REDBIRDS	8/22/2016	$61.61
Paid Chk# 044745	J. J. TAYLOR	8/22/2016	$663.95
Paid Chk# 044746	JOHNSON BROTHERS LIQUOR	8/22/2016	$2,720.44
Paid Chk# 044747	KAWALEK TRUCKING	8/22/2016	$92.80
Paid Chk# 044748	LYNN TRUE	8/22/2016	$15.00
Paid Chk# 044749	MCDONALD DISTRIBUTING CO.	8/22/2016	$8,656.49
Paid Chk# 044750	MENARDS - CAMBRIDGE	8/22/2016	$432.12
Paid Chk# 044751	METAL COATING&MFG.CO.	8/22/2016	$338.31
Paid Chk# 044752	MIDWEST HOSPITALITY SOLUTI	8/22/2016	$316.31
Paid Chk# 044753	MINNEAPOLIS FINANCE	8/22/2016	$152.10
Paid Chk# 044754	MINNESOTA DEED	8/22/2016	$1,498.62
Paid Chk# 044755	MINNESOTA EQUIPMENT	8/22/2016	$50.48
Paid Chk# 044756	MOTOROLA SOLUTIONS, INC.	8/22/2016	$165.00
Paid Chk# 044757	MVTL LABORATORIES, INC.	8/22/2016	$225.60
Paid Chk# 044758	NAPA AUTO PARTS	8/22/2016	$94.07
Paid Chk# 044759	NORTHLAND SECURITIES	8/22/2016	$6,880.00
Paid Chk# 044760	PHILLIPS WINE & SPIRITS, INC.	8/22/2016	$1,069.85
Paid Chk# 044761	QUALITY FLOW SYSTEMS, INC.	8/22/2016	$802.00
Paid Chk# 044762	RED BULL DISTRIBUTION	8/22/2016	$267.75
Paid Chk# 044763	RJM DISTRIBUTING, INC.	8/22/2016	$219.80
Paid Chk# 044764	SELINSKY ENTERPRISES, INC.	8/22/2016	$105.00
Paid Chk# 044765	STAPLES ADVANTAGE	8/22/2016	$77.78
Paid Chk# 044766	STRANDLUND REFRIGERATION	8/22/2016	$255.00

CITY OF ISANTI

*Check Summary Register©

AP160803

(Pg. 2 of 2)

August 2016

	Name	Check Date	Check Amt
Paid Chk# 044767	THE WINE COMPANY	8/22/2016	$267.00
Paid Chk# 044768	VESSCO, INC.	8/22/2016	$438.72
Paid Chk# 044769	VIKING COCA-COLA BOTTLING	8/22/2016	$404.40
Paid Chk# 044770	VINOCOPIA, INC.	8/22/2016	$622.00
Paid Chk# 044771	WAL MART	8/22/2016	$142.02
Paid Chk# 044772	WATSON CO., INC.	8/22/2016	$1,393.36
Paid Chk# 044773	WINE MERCHANTS	8/22/2016	$72.00
Paid Chk# 044774	WISE GUYS PLUMBING, INC.	8/22/2016	$495.00
Paid Chk# 044775	ZEMAN, VALERIE	8/22/2016	$3,257.37
		Total Checks	$84,022.63

CITY OF ISANTI

*Check Summary Register©

AP160804

August 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044781	ANDERSON, JODI	8/26/2016	$168.98
Paid Chk# 044782	ASSURANT EMPLOYEE BENEFIT	8/26/2016	$420.64
Paid Chk# 044783	BAUMGARTNER, MARY	8/26/2016	$98.98
Paid Chk# 044784	BAUMGARTNER, RICHARD	8/26/2016	$98.98
Paid Chk# 044785	BROGGER, COLLETTE	8/26/2016	$96.48
Paid Chk# 044786	BYE, MARY	8/26/2016	$173.98
Paid Chk# 044787	CARLSON, MICHELLE	8/26/2016	$98.98
Paid Chk# 044788	CHANTICLEAR PIZZA	8/26/2016	$116.47
Paid Chk# 044789	CITY OF ISANTI	8/26/2016	$663.20
Paid Chk# 044790	CONNEXUS ENERGY	8/26/2016	$18,457.46
Paid Chk# 044791	DAHLHEIMER DISTRIBUTING CO	8/26/2016	$5,767.38
Paid Chk# 044792	DELTA DENTAL	8/26/2016	$3,120.80
Paid Chk# 044793	ENGLUND, KAREEN	8/26/2016	$71.48
Paid Chk# 044794	ENGQUIST, MARGARET	8/26/2016	$101.48
Paid Chk# 044795	FARRELL, GLENN	8/26/2016	$98.98
Paid Chk# 044796	GAFFANEY, KRISTIN	8/26/2016	$168.98
Paid Chk# 044797	GAMETIME	8/26/2016	$2,274.91
Paid Chk# 044798	HAIGH, LORI	8/26/2016	$173.98
Paid Chk# 044799	HAWKINS, INC.	8/26/2016	$6,814.50
Paid Chk# 044800	HENRYS WATERWORKS,INC.	8/26/2016	$3,747.38
Paid Chk# 044801	INNOVATIVE OFFICE	8/26/2016	$72.57
Paid Chk# 044802	ISANTI FIREFIGHTER'S RODEO	8/26/2016	$650.00
Paid Chk# 044803	JEMELKA, ANDREA	8/26/2016	$119.16
Paid Chk# 044804	JOHNSON, MARGARET	8/26/2016	$173.98
Paid Chk# 044805	LAMB, MELISSA	8/26/2016	$101.48
Paid Chk# 044806	LARSON, BONNIE F.	8/26/2016	$98.98
Paid Chk# 044807	MARX, LINDA L.	8/26/2016	$208.98
Paid Chk# 044808	MEYER, DIANA	8/26/2016	$98.98
Paid Chk# 044809	MINNESOTA EQUIPMENT	8/26/2016	$28.85
Paid Chk# 044810	MN DEPT OF HEALTH	8/26/2016	$2,924.00
Paid Chk# 044811	MOTION PICTURE	8/26/2016	$586.09
Paid Chk# 044812	MVTL LABORATORIES, INC.	8/26/2016	$58.20
Paid Chk# 044813	NAPA AUTO PARTS	8/26/2016	$29.60
Paid Chk# 044814	PAUSTIS & SONS	8/26/2016	$733.75
Paid Chk# 044815	SHRED-N-GO, INC.	8/26/2016	$70.00
Paid Chk# 044816	SORENSON, JUDY	8/26/2016	$111.48
Paid Chk# 044817	ST. LOUIS MRO, INC.	8/26/2016	$45.00
Paid Chk# 044818	STAFKI, JEANNE	8/26/2016	$98.98
Paid Chk# 044819	SUMMIT COMPANIES	8/26/2016	$71.00
Paid Chk# 044820	TAPES PLUS ADVERTISING	8/26/2016	$475.00
Paid Chk# 044821	THORPE DISTRIBUTING CO.	8/26/2016	$168.26
Paid Chk# 044822	TORPY, LORRAINE	8/26/2016	$176.48
Paid Chk# 044823	V.F.W. POST 2735	8/26/2016	$310.00
Paid Chk# 044824	WITHAM, ROSEMARY	8/26/2016	$101.48
Paid Chk# 044825	ZABINSKI BUSINESS	8/26/2016	$235.13
Paid Chk# 044826	ZDON, ERIKA	8/26/2016	$204.48
		Total Checks	$50,685.93

CITY OF ISANTI

*Check Summary Register©

AP160901

September 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044827	PROGRESSIVE BUILDERS	9/1/2016	$142.42
Paid Chk# 044828	BCBSM	9/1/2016	$19.14
Paid Chk# 044829	BELLBOY CORPORATION	9/1/2016	$3,473.23
Paid Chk# 044830	BERNICK'S PEPSI-COLA	9/1/2016	$1,665.45
Paid Chk# 044831	BLAINE BROTHERS INC	9/1/2016	$247.52
Paid Chk# 044832	C & L DISTRIBUTING	9/1/2016	$211.00
Paid Chk# 044833	CERQUA, ROSEMARIE	9/1/2016	$485.43
Paid Chk# 044834	CONCIERGE TITLE INC	9/1/2016	$26.28
Paid Chk# 044835	CRYSTAL SPRINGS ICE	9/1/2016	$300.86
Paid Chk# 044836	DAHLHEIMER DISTRIBUTING CO	9/1/2016	$19,026.75
Paid Chk# 044837	ECM PUBLISHERS, INC.	9/1/2016	$276.21
Paid Chk# 044838	FRANSEN, LINDA	9/1/2016	$580.00
Paid Chk# 044839	GIBRALTER TITLE AGENCY LLC	9/1/2016	$23.04
Paid Chk# 044840	ISANTI RENTAL	9/1/2016	$103.50
Paid Chk# 044841	J. J. TAYLOR	9/1/2016	$1,228.10
Paid Chk# 044842	JOHNSON BROTHERS LIQUOR	9/1/2016	$11,550.17
Paid Chk# 044843	KAWALEK TRUCKING	9/1/2016	$277.60
Paid Chk# 044844	KNIFE RIVER	9/1/2016	$16.00
Paid Chk# 044845	MADDEN GALANTER HANSEN, L	9/1/2016	$719.10
Paid Chk# 044846	MCDONALD DISTRIBUTING CO.	9/1/2016	$16,152.28
Paid Chk# 044847	MLB PRINTING, INC.	9/1/2016	$200.00
Paid Chk# 044848	MVTL LABORATORIES, INC.	9/1/2016	$167.40
Paid Chk# 044849	NAPA AUTO PARTS	9/1/2016	$78.04
Paid Chk# 044850	NORTH COUNTRY LAWN CARE	9/1/2016	$68.75
Paid Chk# 044851	NORTHDALE CONSTRUCTION	9/1/2016	$145,794.92
Paid Chk# 044852	PHILLIPS WINE & SPIRITS, INC.	9/1/2016	$7,361.85
Paid Chk# 044853	PROGRESSIVE BUILDERS	9/1/2016	$50.06
Paid Chk# 044854	QUARBERG, ELIZABETH	9/1/2016	$46.77
Paid Chk# 044855	RED BULL DISTRIBUTION	9/1/2016	$68.50
Paid Chk# 044856	SOUTHERN GLAZERS OF MN	9/1/2016	$4,001.37
Paid Chk# 044857	TITLE SMART INC	9/1/2016	$1.34
Paid Chk# 044858	TOHM, CHAD	9/1/2016	$6.88
Paid Chk# 044859	TR COMPUTER SALES, LLC	9/1/2016	$1,398.00
Paid Chk# 044860	VERIZON WIRELESS	9/1/2016	$525.02
Paid Chk# 044861	VIKING COCA-COLA BOTTLING	9/1/2016	$163.60
Paid Chk# 044862	VIKING TITLE LLC	9/1/2016	$30.36
Paid Chk# 044863	VIKING TROPHIES	9/1/2016	$70.73
Paid Chk# 044864	WATSON CO., INC.	9/1/2016	$2,765.17
Paid Chk# 044865	WINE MERCHANTS	9/1/2016	$72.00
		Total Checks	$219,394.84

City of Isanti

Gross Payroll	77,847.25
Social Security & Medicare	4,243.68
Public Employees Retirement	7,906.41
Total City Expense	89,997.34

Pay Date 8-26-2016

Pay Period 18 (8/7-8/20/16)

CONTRACTOR'S PAY REQUEST **SCHOOL WATERMAIN LOOP IMPROVEMENTS** ISANTI, MINNESOTA BMI PROJECT NO. R13.110979	**DISTRIBUTION:** CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$	156,824.52
TOTAL, COMPLETED WORK TO DATE	$	145,794.92
RETAINED PERCENTAGE (0%)	$	-
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	145,794.92
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	-
PAY CONTRACTOR AS ESTIMATE NO. 1	$	145,794.92

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Northdale Construction Co., Inc.
9760 71st St. NE
Albertville, MN 55301

By _____ V. Pres. 8-25-16
Name Title Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
BOLTON & MENK, INC., ENGINEERS, 7533 SUNWOOD DRIVE NW, SUITE 206, RAMSEY, MN 55303

By _____ City Engineer 8/15/2016
Bradley DeWolf, P.E. Title Date

APPROVED FOR PAYMENT:
Owner: ISANTI, MINNESOTA

By _____
Title Date

PAY ESTIMATE NO. 1

SCHOOL WATERMAIN LOOP IMPROVEMENTS
ISANTI, MINNESOTA
BMI PROJECT NO. R13.110979

WORK COMPLETED THROUGH AUGUST 12, 2016

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED BID QUANTITY		ESTIMATED BID AMOUNT	QUANTITY PREVIOUS ESTIMATE		QUANTITY COMPLETED TO DATE		
1	MOBILIZATION	$ 10,800.00	1	LS	$ 10,800.00	LS	$ -	1.00	LS	$ 10,800.00
2	TRAFFIC CONTROL	$ 3,740.00	1	LS	$ 3,740.00	LS	$ -	1.00	LS	$ 3,740.00
3	TOPSOIL BORROW	$ 35.00	100	CY	$ 3,500.00	CY	$ -	150	CY	$ 5,250.00
4	REMOVE BITUMINOUS TRAIL	$ 38.00	20	SY	$ 760.00	SY	$ -	20	SY	$ 760.00
5	REMOVE & REPLACE CURB & GUTTER	$ 43.50	50	LF	$ 2,175.00	LF	$ -	28	LF	$ 1,218.00
6	BITUMINOUS PATCH	$ 84.70	100	SY	$ 8,470.00	SY	$ -	84.5	SY	$ 7,157.15
7	20" STEEL CASING PIPE (JACKED)	$ 462.00	80	LF	$ 36,960.00	LF	$ -	77	LF	$ 35,574.00
8	8" WATERMAIN RESTRAINED JOINT (IN CASING)	$ 57.12	90	LF	$ 5,140.80	LF	$ -	77	LF	$ 4,398.24
9	8" WATERMAIN	$ 95.43	100	LF	$ 9,543.00	LF	$ -	44	LF	$ 4,198.92
10	8" TRENCHLESS WATERMAIN	$ 54.03	680	LF	$ 36,740.40	LF	$ -	684	LF	$ 36,956.52
11	WATERMAIN PIPE FITTINGS	$ 10.17	696	LBS	$ 7,078.32	LBS	$ -	415	LBS	$ 4,220.55
12	8" GATE VALVE & BOX	$ 2,112.50	4	EA	$ 8,450.00	EA	$ -	4	EA	$ 8,450.00
13	CONNECT TO EXISTING WATERMAIN	$ 4,143.75	4	EA	$ 16,575.00	EA	$ -	4	EA	$ 16,575.00
14	FILTER LOG TYPE STRAW BIOROLL	$ 5.78	100	LF	$ 578.00	LF	$ -	120	LF	$ 693.60
15	INLET PROTECTION 1-1/2" ROCK WEIR	$ 440.00	2	EA	$ 880.00	EA	$ -		EA	$ -
16	EROSION CONTROL BLANKET CATEGORY 3, SEED MIX 25-131, FERTILIZER TYPE 3	$ 2.86	1,900	SY	$ 5,434.00	SY	$ -	2029	SY	$ 5,802.94
			TOTAL =		**$ 156,824.52**		**$ -**			**$ 145,794.92**

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
July 26, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jennifer Garvey, James Witte, and Aaron Zdon
Members Absent:	Mayor Wimmer (Gave Prior Notice)
Staff Present:	Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked to have an update of the BMX association added to the Parks Updates.
Garvey asked to have an update about Legacy Park added to Parks Updates

Motion by Garvey, second by Zdon to approve the July 26th 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

Everett asked James Witte to read the Oath of Office given to him prior to the meeting. Witte read the oath as written.

2. Approval of Minutes from May 24, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Garvey. Second by Witte. Vote was unanimously approved.

3. Arts and Science Academy Park

Everett explained that the Arts and Science Academy approached the City in the past about expanding their enrollment, and that the City of Isanti owns a lot adjoining to the school's property. This became an opportunity for a park to be constructed here; city staff wanted the park to have a draw to get people to visit it – there are not currently many people who can walk there, so it would need something more to get people to go. Exercise equipment seemed like a good fit considering the businesses already in the area, and it is an amenity not offered elsewhere in the city. Right now, the city is working on writing up agreements with the school. Construction is not expected to start at the school this calendar year, and there is no set timeline for construction on the city parcel.

Zdon asked if this would be funded from the Park Dedication Fund; Everett responded that typically that is how this type of project is funded, but there is also grant potential with this type of park. Members indicated that they thought the park was a good idea; there was some discussion about what kinds of equipment would eventually be installed – obstacle course types of equipment, exercise machines, etc. The specifics of the park design will be discussed at a future date.

4. Future Dog Park

Everett explained that the city has been receiving requests for a dog park for a long time and residents are looking for a place where their dogs can be off leash. The city has determined that the grassy lot next to the Indoor Arena (BMX facility) is a good location for a future dog park. According to the proposed plan, the dog park would happen in two phases. Because there are storage buildings on the lot that are needed; the first phase would fence in a small portion of the park. Then, as funds allow, the buildings would be relocated and the fence moved all the way to the southern boundary of the lot.

Zdon stated that he liked the idea of the dog park and this location makes sense, the buildings are past their prime so it would make sense to have them relocated to more convenient places and designed for their intended use; he also thought that the extended parking would be useful for not only the dog park but for BMX events as well. Zdon raised the concern that if the fence were to extend all the way to the back of the lot, there would be a considerable impact on event parking especially during larger BMX events like nationals and state races.

Witte asked if the plan would include just three pieces of agility equipment; Everett explained that this is just an early proposal so that may change in the future. Then Witte also asked if there were any plans to have a water spigot or hose at the site. Everett explained that she did look into it, however "doggie drinking fountains" are about $3000 and the water service would still need to be brought in. Zdon stated that he believed that the water service ended at the BMX facility, so it may be a large cost.
Everett explained that city staff have also discussed that none of our parks have drinking fountains, but it may be nice at some point in the future to provide them, especially at places like Bluebird where there is a heavily used pavilion.

5. Skate Park Update

Everett explained that the hockey rink boards have been removed and sold. The current plan is to have Public Works remove all of the equipment this fall and make repairs during the winter. The equipment would be replaced in the spring onto the cement slab. The timeline of this may be affected by spring weather because the boards need to be hot so they are flexible when they are installed. The funds for the necessary panels have been included in the preliminary 2017 budget and are on track to be approved.

Zdon asked if moving the equipment to the cement slab would affect our ability to use Park Dedication Fund money to purchase additional equipment in the future. Everett explained that she has asked the finance department for an answer on this, and the current understanding is that moving the equipment would not affect the way funds would be allocated. Additionally, because both the pavement and cement slab are in Bluebird Park, there would not be a "new" park constructed, so moving the equipment should not matter. Garvey agreed that moving the equipment should not affect future funding opportunities. Everett explained that the exact placement of the equipment on the cement can be discussed at a later date.

6. School Use of Mattson Tennis Courts

Everett stated that contract with the school was up for their use of Mattson tennis courts. The courts do need to be surfaced. Witte asked if this would be done this year; Everett indicated that the timeline would be very tight because the school will start using the courts again on August 29th Garvey indicated that they will likely want to be out again as soon as the snow melts, so the best time may end up being after the spring season ends. Everett spoke with their athletic director and they will need the courts for 31 days this season starting on August 29. The past agreements had been good for two years and increased by $25. If the fee was increased to $400, they would be paying $12.90/day; if it was increased to $425 they would be paying $13.71/day. Zdon indicated that neither fee would be able to cover the costs of resurfacing.

Garvey made a motion to recommend that the fee be raised to $400 per season, and would be valid

for two years. Witte seconded the motion; it was unanimously approved.

7. Tot Lot Naming Contest

Everett explained that she has drafted a form for the Tot Lot renaming contest from past contests and those from other places; essentially the rules are that entrants need to be residents and the names need to be relevant. Garvey stated that the form makes sense and the examples of potential names should be helpful. Zdon asked if it would be included in the next Isantian; Everett responded that the whole form will probably not be included, but a blurb can be included to inform people about the contest. Everett explained that she can also advertise at the Farmer's Market which runs through September 30th. Garvey asked if there were any deadlines established for the contest. Everett explained that she left a space for the date, but the Park Board could determine this. There is not a meeting in December. The group determined that the October 24 meeting would give people enough time to send in entries. With this as the date, Everett asked if we should also determine a deadline for entries; the group decided that October 10th at 4:30 would be appropriate to organize entries and prepare them for the meeting. Garvey made a motion for Park Board to authorize the renaming contest for Isanti Tot Lot, with names to be discussed at the October 24th meeting and an entry deadline of October 10, 2016, and to have staff move forward with promoting the contest. Witte seconded the motion; it was unanimously approved.

8. Parks Updates – Prioritized List

Everett explained that the list was created by the Park Board members last year to start making necessary repairs to parks, and was further prioritized by them. Staff have been working hard to get through the list. Everett explained that Public Services Director Wood has done a great job getting everyone organized and ordering the necessary parts. Zdon stated that the repainted tables look great.

Everett stated that the parts of the list that have not been completed are in the works and will be done as soon as possible. She has contacted GameTime to begin getting estimates for refurbishing the parks. This would be powder coating the metal elements and replacing the plastic pieces. This process is likely to be expensive, and the board should begin to consider how much money should be spent on parks like Tot Lot where we know that there are already pieces that can't be replaced. The best place to start for now will be to get some prices and move from there.

Everett asked the board to discuss whether or not it would be appropriate to replace the Whisper Ridge tennis net. Garvey stated that with the current condition of the court surface it may not even be safe to play tennis on the courts, so we should consider taking down the net altogether so as not to prompt people to play tennis there. Garvey asked Everett if she had received any calls about the condition of the courts, and Everett stated that she had not and if other staff had she has not heard about them, however that information does generally get forwarded to her. Garvey stated that removing the net may be a way to determine if the courts are being used – people may call in if the nets are gone and they are using the courts. Everett stated that she is not sure that many people beyond those living in the houses bordering the courts even knew it was there. Additionally, there have been discussions in the past about connecting Whisper Ridge with trails into downtown and at this point a larger project would probably take place with the courts. Garvey made a motion to recommend that the Whisper Ridge Nets not be replaced and that the city consider removing the net. Witte seconded; the motion was unanimously approved.

9. Parks Updates – Programming

Everett shared that the community garden is growing well – weeds especially have taken off this year, so keeping up with them has been interesting. Early in the year, the garden was really dry being in full sun, and then we have gotten so much rain that it was too wet for a while, so it has been kind of an experiment in the first year. Staff have received many complements on the garden and gardeners seem very pleased. The school's section looks fantastic; they weren't able to bring students out at the end of the school year because it was too muddy, but they planted right after school got out and have been maintaining it really

well. Their plan is to bring students out to harvest once school starts again. Everett indicated that the acre that the Minnesota Center will be using for their experiment has regrown, so she will be in touch with them once they're back in session about their plans for that area. The lower portion of the park did flood when the river came back up, but Public Works was able to get out on Monday to begin clean up. The bridge is still there and seems undamaged. There had been some fallen trees used to block ATVs from accessing the park from Martin's Landing which are now gone, so they are working to block that off again a different way.

There is a StoryWalk scheduled at the park for August 6 from 1:00-3:00pm. The pages from a children's story (Bear's New Friend) will be posted along the trail and families will be able to read the story as they walk. The flyer has been distributed to daycares, Heavenly Sunshine, ECFE, and posted to Facebook. Hopefully this event will get some new people in to the park as well.

The Farmer's Market is picking up again. The first four markets of the season had rain and limited produce, but a lot of new produce is coming in. The market has a lot of repeat customers who come every week, but there are always also new people who didn't know the market was there that come each week.

The Two Cities, One Community event is happening again this year. Everett stated that staff are working to get businesses for the wellness fair, and if any of the members knew of groups or organizations that may want to come they are also welcome. The activities for the event include a 5K and bike ride. The first 50 participants of both the bike ride and the 5K run/walk will receive free goodie bags (100 total will be given out). After the 5K, will be the wellness fair. This year, the first clue of the medallion hunt will be announced. Hopefully the medallion hunt will get people out and about in town. After the wellness fair there will be a magician in Cambridge as well as free hot dogs and ice cream.

Additional items:
Zdon stated that he would like to update the Park Board on the changes in the BMX association. Everett stated that she has an updated list of board members; Kevin is no longer the president of the organization but is still the track operator. Zdon stated that Kevin had a lot on his plate so this was a good move for everyone. Everett stated that Andy Strom has been the new contact and things seem to be improving. Zdon indicated that the city has also received the financials that they needed.

Garvey asked for an update on the Legacy Park road block. She indicated that they have been seeing traffic at the park again. Everett stated that staff were still waiting for official approval from the bank board to be able to install anything on site. Everett stated that we can always ask PD to go out again and that usually helps, and she will try to get an update on that progress.

Garvey also stated that she would like to receive an update on replacing the outdoor ice rink at the next meeting. She stated that Cambridge has approved two refrigerated outdoor rinks that should be ready this year. Everett stated that as far as she knew, the city was still planning to put the rink closer to the IIA, but it was not currently in the budget. She will look into it more for the next meeting.

10. Adjournment

Motion by Garvey, second by Witte to adjourn the July 26, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:55 p.m.

Dated at Isanti, Minnesota this 26th day of July, 2016.

Respectfully submitted,

Katie Everett
Community Events and Parks Coordinator

RESOLUTION 2016-

A RESOLUTION TO AMEND RESOLUTION 2016-174 ADDRESSING THE DAMAGED PLAYGROUND EQUIPMENT AT BLUEBIRD PARK

WHEREAS, on May 17, 2016 City Council approved Resolution 2016-174 to approve necessary expenses to repair the existing blue climbing structure equipment at Bluebird Park; and,

WHEREAS, it has been found that Resolution 2016-174 must be clarified to reflect the source of the funding for the approved repairs; and,

WHEREAS, the funding source in the amount, not to exceed, $4,546.50 to repair the structure at Bluebird Park will be the General Fund fund;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that Resolution 2016-174 shall be amended to include the General Fund fund as the source of the Bluebird Park climbing structure repair expenses, not to exceed $4,546.50.

This Resolution hereby approved by the Isanti City Council this 6th day of September, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

L.5.

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK III TO BECKY WHITMAN

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Liquor Store Part-Time Clerk III position; and

WHEREAS, the Interviewing Panel selected Ms. Becky Whitman as the most qualified candidate for the open Part-Time Clerk III position.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Liquor Store Part-Time Clerk III position to Ms. Becky Whitman for the City of Isanti and that she shall be eligible to start in that position effective September 7, 2016.
2. That Ms. Becky Whitman shall start at Step 1 of the Wage Scale at $12.98/hr.
3. That Ms. Becky Whitman shall be on probationary status per the Personnel Policy in the position of the Part-Time Clerk III position effective September 7, 2016, or her start date, whichever is later.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources can work with the Liquor Store Manager to fill Whitman's previously held part-time clerk position.
6. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

L.6.

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK TO ASHLEY DUTCHER

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

WHEREAS, the promotion of a Part Time Liquor Store Clerk to Part Time Liquor Store Clerk III created a vacancy; and

WHEREAS, during the Clerk III interview process the Interviewing Panel selected Ashley Dutcher as the most qualified candidate for the newly vacant Part-Time Clerk position; and

WHEREAS, the Personnel Committee approved moving forward with the process, and a successful background check has been completed.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Part Time Liquor Store Clerk position to Ashley Dutcher for the City of Isanti and that she shall be eligible to start in that position on or after September 7, 2016.
2. That Ashley Dutcher shall start at Step 1 of the Wage Scale at $10.57 per hour.
3. That Ashley Dutcher shall be on probationary status per the Personnel Policy in the position of the Part-Time Clerk position effective September 7, 2016, or her start date, whichever is later.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: August 24, 2016

MEMO

Subject: Vehicle Forfeiture ICR#15004183
1999 Dodge Ram 1500 VIN #3B7HF13ZXXG137051

Background:
The City of Isanti through its Police Department have lawfully seized and forfeited a 1999 Dodge Ram 1500. The City of Isanti holds a clear title on this vehicle.

Action:
The City Council through resolution has approved the sale of forfeited vehicles at Pikes Auction of Princeton, Mn. I am requesting the Council review and approve the sale of this vehicle at the next contractor's public auction held on September 17, 2016. Pikes Auction will advertise this vehicle.

The proceeds of this sale will be deposited into the Isanti Police Department Forfeiture Fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION 2016- XXX

RESOLUTION APPROVING TO SELL THE FORFEITED 1999 DODGE RAM 1500 AT PUBLIC AUCTION

WHEREAS, the Police Department lawfully seized and forfeited a 1999 Dodge Ram 1500 because of a DUI arrest; and

WHEREAS, State statute permits the sale of such vehicles under Mn. §169A.63; and

WHEREAS, the proceeds from such sale must be designated for limited use by the governmental authority to promote public safety; and

WHEREAS, they vehicle is not viable for use by the City of Isanti by any department; and

WHEREAS, the next public auction is September 17, 2016 at Wayne Pike Auction in Princeton, Mn.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the sale of such vehicle at public auction and the proceeds to be deposited into the Isanti Police Department Forfeiture Fund.

This was duly adopted by the Isanti City Council this 6th Day of September, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

MEMO

To: Mayor Wimmer and City Council Members
From: Chief Gene C. Hill
Date: 08/19/2016
Subject: 1992 Mazda B4000 Truck

Background:

The Isanti Police Department did lawfully seize under the forfeiture laws of this state the above vehicle. Due to the declination of prosecution by the Isanti County Attorney's Office, there is no forfeiture certificate to transfer the title to the City of Isanti. The person it was seized from was contacted on numerous occasions by phone, to include speaking with his parents which is whose home the owner resided at. After repeated calls, the owner has abandoned the property. The only value to the City of Isanti at this time is the scrap value.

On April 19th, 2011 the City Council adopted and passed a resolution regarding the disposal of forfeited property. This vehicle meets the criteria laid out in policy and has been deemed not repairable per the language of the policy.

The policy states that two verbal quotes be obtained. In calling several scrap yards, the daily price fluctuates. All the salvage yards stated that they would pay the scrap price per ton on the day we called for pickup. Isanti Auto Salvage and West Cambridge Salvage were both contacted and quoted the same price of $100.00. The last vehicle we sold was to Isanti Auto Salvage and to be fair and impartial, I recommend selling this one to West Cambridge Salvage. They will pick up the vehicle for free.

Action:
I am requesting City Council action to approve that the vehicle be deemed abandoned by its owner and to declare this vehicle surplus property. As determined by the City Administrator and Chief of Police, this vehicle would fall under the scrap metal policy. The vehicle would be sold to West Cambridge Salvage who provided a verbal quote per City Policy. The receipt and funds will be delivered to the Finance Director as stated by policy. All money would be placed into the Isanti Police Forfeiture Fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO DISPOSE OF ABANDONED PROPERTY SPECIFICALLY THE 1992 MAZDA B4000 TRUCK

WHEREAS, the Isanti Police Department had initially and legally seized the above vehicle under the Minnesota Forfeiture laws of the state; and

WHEREAS, the Prosecutor declined pursuing the forfeiture; and

WHEREAS, the owner was contacted on numerous occasions via telephone to include speaking with his parents to pick up the property since 2010; and

WHEREAS, the owner had not called nor came to the Police Department to claim such property as of 08-18-2016.

WHEREAS, the city is declaring this property as abandoned and authorizes its disposal by City policy as surplus property; and

WHEREAS, City policy allows the City Administrator and the Department Head to complete such transaction if the dollar amount for such property is less than $500.00 and that two verbal quotes be received.

WHEREAS, two verbal quotes were received in the amount of $100.00 in which the last vehicle was sold to Isanti Auto Salvage; to be fair and impartial this vehicle will be sold to West Cambridge Salvage.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the Chief of Police to dispose of this property and that the proceeds of such sale be deposited into the Isanti Police Forfeiture Fund.

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A LOCAL GAMBLING PERMIT TO THE KNIGHTS OF COLUMBUS #10238

WHEREAS, the Knights of Columbus #10238 has applied for a Local Gambling Permit for a Bingo Fundraiser to be held on November 20, 2016 at St. Elizabeth Ann Seton Church located at 207 County Rd 23 NW, Isanti, MN 55040; and

WHEREAS, the value of prizes will be less than $1,500; and

WHEREAS, proceeds from Bingo are to be used for Knights of Columbus activities; and

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

WHEREAS, the applicant successfully passed a background check by the Isanti Police Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to approve a Local Gambling Permit to the Knights of Columbus to hold a Bingo fundraiser on November 20, 2016 at 207 County Road 23 NW, Isanti, MN 55040.

This resolution was duly adopted by the Isanti City Council this 6th day of September 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

APPLICATION FOR LOCAL GAMBLING PERMIT

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: Knights of Columbus Council 10238

Address of Organization: 207 Wisley Rd NW

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Dean Carpenter
Name | Address | Phone No.

Tim Mellon
Name | Address | Phone No.

Ray Brown
Name | Address | Phone No.

Type of Event: Bingo Date of event: 11/20/16

Use of Proceeds: Local

Location and address of event: St. Eliz Ann Seton Church
207 Wisley Rd NW

Estimated value of prizes to be awarded: $500

Name of applicant: Dean Carpenter Applicant's phone number:

Signature of applicant: Dean Carpenter

Date: 8/24/16

Approved by City Council _____ Resolution # _____

2016

City of Isanti
110 1st Ave NW
PO Box 428
Isanti MN 55040 (763) 444-5512

Receipt No: 1.015676 Aug 24, 2016

Knights of Columbus Council 10238

LICENSES & PERMITS	
11-20-16 St Elizabeth 207 Whiskey Rd NW	50.00
Total:	50.00
CC	
Check No: Visa	50.00
Payor:	
Dean Carpenter	
Total Applied:	50.00
Change Tendered:	.00

08/24/2016 09:46AM

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT FOR NORTH BRANCH AREA EDUCATION FOUNDATION

WHEREAS, the City has received an application for an exempt gambling permit from North Branch Area Education Foundation to hold a fundraiser event on October 8, 2016 at the Spirit River Community Center, 1320 County Road 5 NE; and

WHEREAS, the applicant estimates the value of prizes to be awarded is $7,500; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the North Branch Area Education Foundation application for an exempt gambling permit is approved for the following date:

Saturday, October 8, 2016
At the Spirit River Community Center; and

BE IT FURTHER RESOLVED, that approval is subject to:

a. A successful background check has been revived from the Police Department.
b. The approval for such permits under the laws of the State of Minnesota and their compliance with all laws.

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

_____
Mayor George A. Wimmer

Attested:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations

Isanti

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR AN EXEMPT GAMBLING PERMIT

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: North Branch Area Education Foundation

Address of Organization: 5482 Old Main Street, Suite 7-4

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Name	Address	Phone No.
Chris Merten	[illegible]	
Daniel P. DeWan		
Rob Sanvik	[illegible]	

Type of Event: Fundraiser Date of event: October 8, 2016

Use of Proceeds: Improvement of the North Branch Schools

Location and address of event:

Spirit River Community Center 1320 Co. Rd. 5 NE, Isanti, MN 55040

Estimated value of prizes to be awarded: $7,500.00

Name of applicant: Daniel P. DeWan Applicant's phone number: [illegible]

Signature of applicant:

Date: August 18, 2016

Approved by City Council _____ Resolution # _____

POS = 3 / 311

C:\Users\admindataclerk\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\LCCS2M5N\Exempt Gambling Application.docx

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: North Branch Area Education Foundation

Previous Gambling Permit Number: X-93024

Minnesota Tax ID Number, if any: 3699486

Federal Employer ID Number (FEIN), if any: 27-2029579

Mailing Address: 5842 Old Main Street, Suite 7-4

City: North Branch State: MN Zip: 55056 County: Chisago

Name of Chief Executive Officer (CEO): Chris Merten

Daytime Phone: Email: chrism@nbaef.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

Attach a copy of <u>one</u> of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization fails under a parent organization, attach copies of <u>both</u> of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Spirit River Community Center

Address (do not use P.O. box): 1320 Co. Rd. 5 NE

City or Township: Isanti Zip: 55040 County: Isanti

Date(s) of activity (for raffles, indicate the date of the drawing): October 8, 2016

Check each type of gambling activity that your organization will conduct:

☐ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☑ Raffle **(total value of raffle prizes awarded for the calendar year: $** none to date **)**

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to **www.mn.gov/gcb** and click on ***Distributors*** under ***LIST OF LICENSEES***, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

____ The application is acknowledged with no waiting period.

____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

____ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

____ The application is acknowledged with no waiting period.

____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

____ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 8-22-16
(Signature must be CEO's signature; designee may not sign)

Print Name: Chris Merten

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

____ a copy of your proof of nonprofit status, and

____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

2016

City of Isanti
110 1st Ave NW
PO Box 428
Isanti MN 55040 (763) 444-5512

Receipt No: 1.015677 Aug 24, 2016

North Branch Area Education

LICENSES & PERMITS	
10-8-16 Spirit River 1320 Cty Rd 5 NE	50.00
Total:	50.00
CHECK	
Check No: 2380	50.00
Payor: North Branch Area Education	
Total Applied:	50.00
Change Tendered:	.00

08/24/2016 10:20AM

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING PART TIME LIQUOR STORE CLERK CHRISTIE VISSER'S LETTER OF RESIGNATION

WHEREAS, on Friday, August 26, 2016 Part Time Liquor Store Clerk Christie Visser submitted a letter of resignation with her last day of employment being Saturday, October 29, 2016.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Part Time Liquor Store Clerk Christie Visser is hereby accepted effective October 29, 2016.

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

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING PART TIME LIQUOR STORE CLERK MATTHEW FERRIS' LETTER OF RESIGNATION

WHEREAS, on Saturday, August 27, 2016 Part Time Liquor Store Clerk Matthew Ferris submitted a letter of resignation with his last day of employment being Thursday, September 15, 2016.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. That the resignation of Part Time Liquor Store Clerk Matthew Ferris is hereby accepted effective September, 15, 2016.

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

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

L.13.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: September 1, 2016

RE: Resolution Accepting Proposal for Extension of Interim Finance Director Services

The current service agreement for Financial Services from Abdo, Eick & Meyers, Inc. (AEM) to provide interim Finance Director services expires on September 30, 2016. Staff has requested an extension of the agreement to provide services from AEM. The proposed extension (see attached) would continue services until a new Finance Director is appointed or the date of December 31, 2016 is reached. Also attached for your reference is the existing agreement.

Staff recommends consideration of the attached Resolution approving the extension of Interim Financial Services by AEM.

RESOLUTION NO. 2016-

A RESOLUTION ACCEPTING PROPOSAL FOR EXTENSION OF INTERIM FINANCE DIRECTOR SERVICES

WHEREAS, Abdo Eick & Meyers LLP is providing interim Finance Director services for the City as per the proposal for Interim Finance Services accepted per City Resolution 2016-135. The proposal provided services through September 30, 2016, and

WHEREAS, Abdo Eick & Meyers LLP submitted a proposal to extend said Financial Management Services until such time as the Finance Director position has been filled or December 31, 2016; and

WHEREAS, the City Council feels it is in the best interest of the citizens of the City of Isanti that Interim Financial Management Services contracted through Abdo, Eick & Meyers are continued:

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

1. Hereby accepts Abdo Eick & Meyers LLP proposal to extend Interim Financial Management Services, with terms per the contract dated April 13, 2016, until a new Finance Director is hired or December 31, 2016

This Resolution hereby approved by the Isanti City Council this 6th day of September 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
City Clerk / Human Resources

(SEAL)

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

August 24, 2016

Change Order Form

City of Isanti
Don Lorsung, City Administrator
110 1st Avenue North
Isanti, Minnesota 55040

Proposed by: Jean D. McGann

Change request:

Per request of the City of Isanti (the City) we are extending the Interim Financial Management Services to December 31, 2016. At this time we agree to extend the contract dated April 13, 2016 to allow the City adequate time to complete their recruitment process.

Reason for requiring the change order: Recruitment efforts by City

Nature of work to be performed: Financial Management Services

Contract extended to: December 31, 2016

Estimated cost of change/ additional work:

The City of Isanti will be billed based on the terms outlined in the original agreement dated April 13, 2016. The terms and conditions of payment will be the same as in the original contract.

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

Approved:

City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Name _____

Title _____

Date _____

Name _____

Title _____

Date _____

AEM Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Steve McDonald

Title CEO

Date August 24, 2016

* * * * *

Rejected:

I do not want AEM Financial Solutions, LLC to perform the additional services required. I will be responsible for ensuring that our personnel will provide the requested assistance.

City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Name _____

Title _____

Date _____

Proposal

City of Isanti

Isanti, Minnesota

Submitted
April 13, 2016

AEM Financial Solutions, LLC

Grandview Square
5201 Eden Avenue, Suite 250
Edina, Minnesota 55436
952.835.9090

Contact Persons
Steven R. McDonald, CPA
952.715.3002
steven.mcdonald@aemcpas.com

Jean D. McGann, CPA
952.715.3059
jean.mcgann@aemfinancialsolutions.com

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

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TABLE OF CONTENTS

Letter of Transmittal 2

Welcome to ABDO, EICK & MEYERS, LLP 3

Firm Qualification and Experience

Governmental Client Services 4
Personnel 4

Agreement for Financial Services 5

Scope of Services 8

Similar Engagements with Other Governmental Entities 9

Agreement for the Provision of Professional Services 10

Appendix

A Professional Biographies
B Sample Quarterly Report

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

LETTER OF TRANSMITTAL

Don Lorsung
City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Dear Mr. Lorsung,

Thank you for the opportunity to submit this proposal to the City of Isanti, Minnesota (the City) for interim financial management services. Based on our past experience with Cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through AEM Financial Solutions, LLC (AEMFS) would provide the City with excellent financial management services.

We believe our solution will continue to result in the City receiving high level information, continual improvement of processes and allow the City to keep overall costs stable. Our proposal is based on the past work we have done, the needs of the City, and the experiences we have had working with other cities. The proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from April 21, 2016 through September 30, 2016.

An AEMFS representative will be in the City offices as necessary to perform responsibilities as noted on the Scope of Services page. Services will also be performed remotely as necessary.

Investment by the City for services is indicated in the financial page.

AEMFS would like to thank the City for the opportunity. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

AEM Financial Solutions, LLC
an Abdo, Eick & Meyers, LLP Company

Steven R. McDonald, CPA
CEO

Jean D. McGann, CPA
President, AEM Financial Solutions, LLC
Partner, Abdo, Eick & Meyers, LLP

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

Welcome to ABDO, EICK & MEYERS, LLP

"The investments into our People and Process make a difference for you, our valued client. We focus on the challenges and needs that are relevant to your business or government agency. This allows us to be thoughtful in our approach in providing you with the best solutions, and leaves you assured in the value of our deliverable."

Steve McDonald - Managing Partner

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People

Hire

We focus recruiting efforts on Minnesota state colleges and universities. Innovative recruiting strategies, including a strong social media presence, allow us to attract top talent.

Train

We've invested in a state-of-the-art, on-site training facility and a full-time Learning Director to ensure our team is prepared to exceed your expectations.

Reward

We focus on client results and reward our team based on specific goals, not hours billed.

Process

Listen

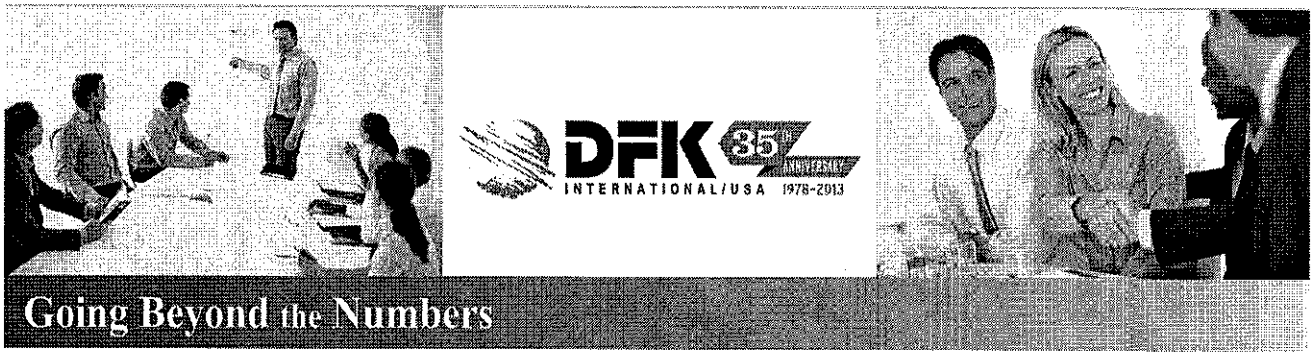
Our process begins with listening. We invest time to better understand your goals and challenges.

Engage

Active engagement with DFK International and domestic industry associations allows us to provide maximum value to your organization.

Deliver

Combing our internal expertise and technological resources with what we've learned about you allows us to deliver a solution that exceeds your expectations.



Going Beyond the Numbers

FIRM QUALIFICATIONS AND EXPERIENCE

For over 50 years, we've helped local governments throughout Minnesota serve their communities more efficiently. As the leading governmental auditing firm in the state, we provide accounting, financial, and audit services to over 200 governmental entities. In 2009, we established AEM Financial Solutions, LLC (AEMFS) a company dedicated to providing day-to-day accounting and financial management services for local governments. The success of AEMFS stems from having over 17 years of government finance and audit experience, six years of Big Four accounting Firm, and over 50 years of providing governmental services in Minnesota.

As an integral part of your team, we work with you to deliver one-of-a-kind solutions for improving best practices in your entire organization. You can expect to work with our partners and managers to resolve issues ranging from operational effectiveness to long term planning and workflow.

AEMFS is a division of Abdo, Eick & Meyers, LLP (the Firm). Overall the Firm has a professional staff of more than 131 in its Edina and Mankato offices. AEMFS specializes in the governmental industry. The following summarizes the type of services we provide.

Governmental Client Services

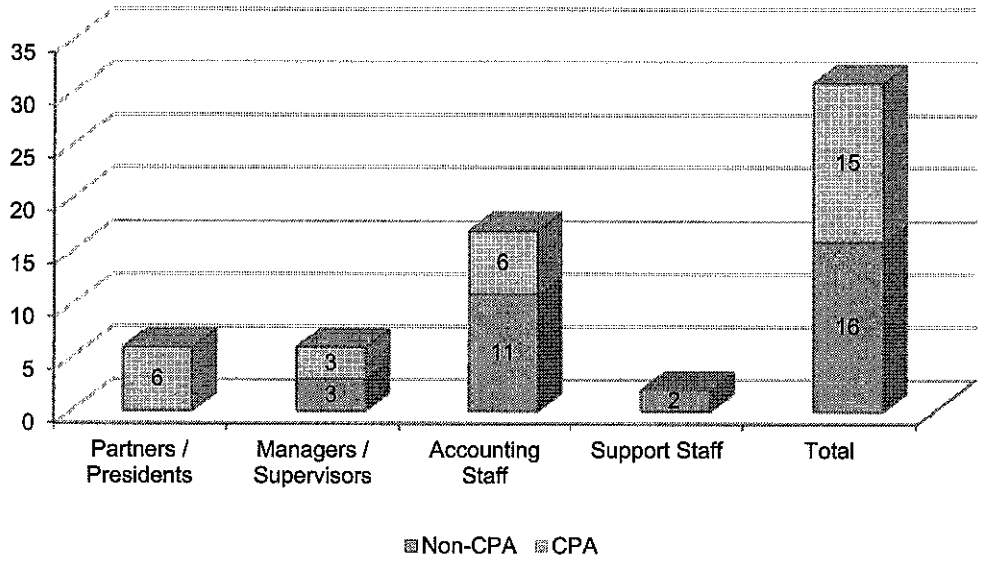
Our governmental client base is composed of cities, municipalities and other public entities. They are as follows:

- Finance director services for approximately 17 cities.
    - 2 municipal clients receive the GFOA's certificate of achievement for excellence in financial reporting
- Process evaluation studies and recommendations
- Operational effectiveness
- Work flow implementation
- Request for proposal development
- Project feasibility analysis
- Rate studies, long term strategic planning and capital improvement planning
- Budget development and analysis

Personnel

AEMFS has a tremendous level of expertise and experience in providing Governmental services. Detailed biographies can be found in Appendix A. This detail will demonstrate that when combined, we have over 55 years of providing solutions to governmental entities along with over 25 years of private sector experience.

Our substantial governmental client base and commitment of staff to governmental services has provided our firm with the competence to serve your professionally and efficiently.



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AGREEMENT FOR FINANCIAL SERVICES

THIS AGREEMENT, is made and entered into on April 13, 2016 by and between the City of Isanti, Minnesota (hereinafter referred to as the "City"), and AEM Financial Solutions LLC (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the City is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;

2. The Contractor shall have no authority to bind the City for the performance of any services or to obligate the City. The Contractor is not an agent, servant, or employee of the City and shall not make any such representations or hold himself/herself out as such;

3. The Contractor shall be the exclusive outsourced accounting service provider for the City during the term of this Agreement;

4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the City at all times.

5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of $2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide City with proof of liability insurance coverage under this Agreement in writing upon request by the City.

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ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until September 30, 2016 unless earlier terminated as provided in Sections 2 and 3.

Section 2 City's Termination Rights: City may terminate this Agreement upon sixty (60) days written notice in the event the City determines in its sole discretion that it is not in the City's best interest to continue using Contractor's services. The City may terminate on ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to City in the event City does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by City. In the event of non-payment within thirty (30) days, Contractor shall give City an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the City's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of this Agreement, the City may provide written notice of intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on September 30, 2016.

ARTICLE V

GENERAL

Section 1 Authorized City Agent: The City's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the City, and any such data and materials shall be remitted to the City by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local. Further, Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the City. The City shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The City agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the City's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the City, as requested by the City.

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ARTICLE V - CONTINUED

GENERAL - CONTINUED

Section 5 Entire Agreement: This Agreement is the entire agreement between the City and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the City with timely and accurate financial recommendations and information that allows City Council the ability to make final financial decisions. Contractor will provide final financial recommendations, but is not responsible for the final decisions made regarding financial matters.

Section 8 City Employment of Contractors Employees; Should the City desire to employ the Contractors employee that is assigned to the City during the term of this Agreement, it must have the written consent of the Contractor to enter into a City employee contract with the Contractors employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 50% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this agreement.

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated in Table 1 and under the attached scope of services. Additional fees will not be incurred without prior approval of the City.

Table 1

Services Period	Monthly Fee
April 21, 2016 - September 30, 2016	$ 11,750

Initial invoice will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract.

Section 10 Additional Services: Should the City request additional services in addition to the Contracted Services, the Contractor will provide the City with proposed fees for the services to be provided. The City shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

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SCOPE OF SERVICES

Contract Task	City Responsibility	Planned Time Frame
1. Cash and Investment monitoring		
Reconcile cash and investments	City Administrator to review and approve	Monthly
Review Monthly to ensure timely and accurately balance		Monthly
Verify bank has proper amount of collateral pledged to City's account	Request monthly collateral statement from the bank	Monthly
Review cash flow to ensure proper amounts are available for operations		Monthly
Review cash flow to ensure proper amounts are available for operations	City Administrator to review and approve	
2. Monthly/Quarterly Reporting		
Complete quarterly dashboard of key indicators		Quarterly
Provide narrative to quarterly financial report	City Administrator to review and approve	Quarterly
Review monthly budget to actual reports for coding errors	City Administrator to review and approve	Monthly
Review journal entries and payroll entries to ensure accuracy	City Administrator to review and approve	Bi-weekly
Review payroll and other monthly/quarterly reports	City Administrator to review and approve	Quarterly
Review accounts payable batches	City Administrator to review and approve	Bi-weekly
Review utility billing reconciliation to ensure accuracy	City Administrator to review and approve	Monthly
Review loan payments and assist with coding	City Administrator to review and approve	Monthly
941 reconciliation	City Administrator to review and approve	Quarterly
3. Annual Reporting		
Complete Financial Reporting Form to the Office of the State Auditor	City Administrator to review and approve	June 30
PT Form 280 to the Minnesota Department of Revenue (if required)	City Administrator to review and approve	September 30
4. Annual Budget Preparation		
Preliminary meeting with City management on budget objectives and strategy		Mid May
Prepare a City management's recommended property tax levy along with a general outline of the City Budgeted funds including any potential budget funding gaps. This will include the all funds summary and preparation of all budget documents	City Administrator to review and approve	May - August
Assist in presenting preliminary budget to Council prior to September 30.		August
Assist in the certification of the preliminary property tax levy to the County and Minnesota Department of Revenue	City Administrator to review and approve	September 30
5. Miscellaneous Tasks		
Provide oversight in recording/accounting for transactions		Weekly
Attend 4 Council meetings for action items and budget discussions		As needed
Update Council, Administrator and staff of new accounting standards		On-going
Provide assistance in reporting and closing out grant programs		Monthly
Respond to surveys and information requests as they are received from outside sources such as the League of MN Cities and Government Finance Officers Association		On-going
Monitor compliance for assigned activities		On-going
Maintain office hours at 8 a week or as arranged in advance with the City Administrator. May also utilize video conferencing as appropriate		On-going

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SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

We have long-term relationships with many cities in Minnesota and have provided a sample of references of those we serve as their Finance Director. Additional references are available upon request.

City of New Hope

Kirk McDonald | 763.531.5112
Engagement Partner - Steve McDonald

City of Pine City

Ken Cammilleri | 320.629.2575
Engagement Partner - Jean McGann

City of Forest Lake

Aaron Parrish | 651.209.9750
Engagement Partner - Jean McGann

City of Le Sueur

Jenelle Teppen | 507.665.6401
Engagement Partner - Jean McGann

City Oak Grove

Rick Juba | 763.404.7075
Engagement Partner - Jean McGann

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AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES
CITY OF ISANTI, MINNESOTA

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Name _____

Title _____

Name _____

Title _____

Date _____

AEM Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Steve McDonald

Title CEO

Date April 13, 2016

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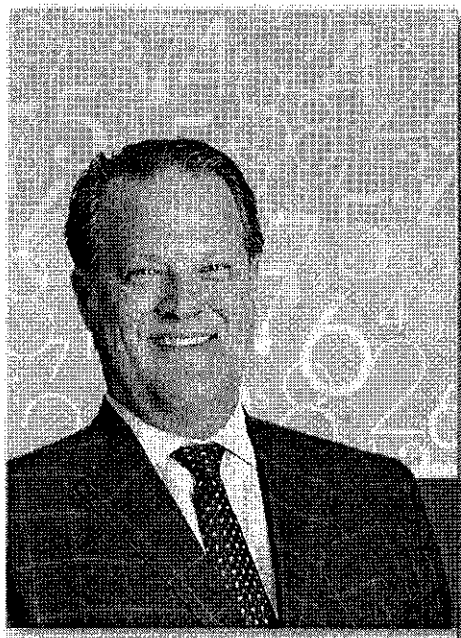
Appendix A



Steven McDonald, CPA

Managing Partner

Direct line 952.715.3002
steven.mcdonald@aemcpas.com

Mr. McDonald joined the Firm in 1991 after graduating from Minot State University with a Bachelor of Science Degree in Accounting. He currently serves as Managing Partner and during his tenure the firm has grown to a top 20 Minnesota accounting firm and a top 200 firm in the United States. Steve's vision of continuous improvement and responsiveness to client needs has resulted leading the firm through several strategic mergers and acquisitions, new service line and industry segment development, and annual double digit growth.

When not at work, Steve enjoys cooking, reading, sports of all types and being involved in his three kids' activities.

Qualifications

- Advising clients on strategies that ensure sustainability and profitability
- Structuring merger and acquisition transactions
- Identify new business opportunities and structures that maximize growth
- Develop process improvements that lead to greater communication and efficiencies
- Regional and national speaker on topics relating to strategic planning, business development and internal controls
- 25 years of experience with local governments and nonprofit organizations

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Association of School Business Officials
- Minnesota Government Finance Officers Association

Affiliations

- Young Presidents Organization
- Performance Excellence Network - Treasurer
- Edina Community Foundation - Treasurer

Education

- Bachelor of Science in Accounting, Minot State University
- Continuing professional education as required by AICPA and Government Accountability Office

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

People + Process. Going Beyond the Numbers

Jean McGann, CPA

Partner and President

Direct line 952.715.3059
jean.mcgann@aemfinancialsolutions.com

Mrs. McGann joined the Firm in 2013. She is licensed to practice as a CPA in Minnesota. Jean leads the Financial Solutions group providing financial management services, day-to-day accounting and customized solutions for local governments and nonprofit agencies.

Outside of work Jean enjoys spending time with family and friends. Jean resides in Twin Cities with her husband and their 2 children.

Qualifications

- 17 years of experience in government finance and auditing
- Over 6 years of experience in operations management
- Experienced in strategic planning and financial forecasting
- Experienced in identifying and implementing cost containment processes
- Policy development, internal control evaluation and project management experience

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association
- Government Finance Officers Association of the United States and Canada

Education

- Bachelor of Arts, Buena Vista University, Storm Lake, Iowa
- Continuing professional education as required by AICPA and Government Accountability Office

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Gayle Bauman

Client Services Manager

Direct line 952.715.3075
gayle.bauman@aemfinancialsolutions.com

Ms. Bauman joined the firm in 2016 after working for many years in City government finance. She has previously held the position of Finance Director for two cities in Minnesota. Gayle has experience in all areas of governmental finance including budgeting, capital planning, debt, financial reporting and cash management. Finance departments provide support to all city departments and Gayle is continually looking for efficiencies to assist others in doing the best job they can do.

In her free time, Gayle enjoys golfing, reading, crafts and spending time at the family cabin in northern Wisconsin.

Qualifications

- Over 17 years of experience working in City government finance
- Experience with budgeting, capital planning and debt management
- Budget reviewer for the Government Finance Officers Association

Professional Memberships

- Minnesota Government Finance Officers Association
- Government Finance Officers Association

Education

- Bachelor of Science in Accounting, Gustavus Adolphus College
  - Minor in Mathematics
- Continuing professional education

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Katelyn Pearsall

Client Services Accountant

Direct line 952.715.3045
katelyn.pearsall@aemfinancialsolutions.com

Katelyn joined the firm in September of 2013. Katelyn specializes in working with payroll, accounts payable, bank reconciliations, utility billing and financial statement preparation using various accounting programs. She also has experience with budgeting and audit preparation.

Katelyn is a dedicated Minnesota Wild hockey fan and enjoys spending time with family and friends.

Qualifications

- 9 years of experience in the accounting industry
- Dean's list at Hennepin Technical College
- Certificates in Microsoft Excel & Word

Education

- Associate of Arts in Accounting from Hennepin Technical College
- Fundamental Payroll Certification

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

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William Albert, CPA

Client Services Accountant

Direct line 952.939.3212
william.albert@aemfinancialsolutions.com

Mr. Albert joined the firm in January 2016. William graduated from the University of Wisconsin Eau Claire with majors in accounting and information systems. His areas of focus include financial analysis, process improvement, financial reporting and forecasting, and internal controls.

William lives in the Twin Cities, when not working he enjoys athletics, concerts, and the many fantastic lakes the Midwest has to offer.

Qualifications

- 3 years of experience in client service accounting
- Experienced in creating financial report packages and schedules
- Experienced in Accounts Payable, Accounts Receivable, and Budgeting

Professional Memberships

- Minnesota Society of Certified Public Accountants

Education

- Bachelor of Business Administration in Accounting and Information Systems, University of Wisconsin – Eau Claire
- Continuing professional education as required by AICPA

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Appendix B

XX Quarter Report

City of Sample

City, Minnesota

As of March 31, 20XX

SAMPLE

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AEM Financial Solutions™

DATE

ACCOUNTANT'S COMPILATION REPORT

Honorable Mayor and City Council
City of Sample
Sample, Minnesota

We have compiled the accompanying statement of revenues and expenditures for the General Fund and statements of revenues and expenses for the enterprise funds of the City of Sample as of March 31, 20XX, for the quarter then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

SAMPLE

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC

5201 Eden Avenue, Suite 260
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

DATE

Honorable Mayor and City Council
City of Sample
Sample, Minnesota

Dear Honorable Mayor and City Council:

We have reconciled all bank accounts through March 31, 20XX and reviewed activity in all funds. The following is a summary of our observations. All information presented is unaudited.

Cash and Investments

The City's cash and investment balances are as follows:

	3/31/20XX	3/31/20XX	Increase/ (Decrease)
Checking	$ 2,245,295	$ 1,295,511	$ 949,784
Investments (at market value)	974,393	963,006	11,387
Total cash and investments	$ 3,219,688	$ 2,258,517	$ 961,171

SAMPLE

Investment Type	3/31/20XX	3/31/20XX	Increase/ (Decrease)
Checking	$ 2,245,295	$ 1,295,511	$ 949,784
Money market	70,131	4,649	65,482
Negotiable CDs	904,262	958,357	(54,095)
Municipal bond	-	-	-
Government agency securities	-	-	-
Total investments	$ 3,219,688	$ 2,258,517	$ 961,171

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

General Fund Cash Balances 20XX - 20XX

SAMPLE

General Fund

Receipts	YTD Budget	YTD Actual	Percent of YTD Budget	
Taxes	$ 82,041	$ -	- %	⇩
Intergovernmental	61,606	2,000	3.2	⇩
Licenses and permits	825	480	58.2	⇩
Charges for services	5,195	1,588	30.6	⇩
Fines and forfeitures	530	587	110.8	⇧
Special assessments	1,375	-	-	⇩
Interest earnings	2,000	1,247	62.4	⇩
Miscellaneous	3,100	4,365	140.8	⇧
Contributions	750	975	130.0	⇧
	$ 157,422	$ 11,242	7.1 %	⇩

Disbursements	YTD Budget	YTD Actual	Percent of YTD Budget	
General government	$ 12,598	$ 15,006	119.1 %	⇧
City Council	2,950	584	19.8	⇩
Executive	1,870	401	21.4	⇩
City Clerk	5,210	4,899	94.0	⇨
Financial administration	19,070	19,000	99.6	⇨
Law/legal services	2,500	2,053	82.1	⇩
Community center	2,925	3,267	111.7	⇧
General government buildings	1,175	298	25.4	⇩
Police	43,056	33,669	78.2	⇩
Fire	15,038	6,507	43.3	⇩
Highways, streets, and roads	33,708	12,765	37.9	⇩
Lions	700	471	67.3	⇩
Parks	5,241	123	2.3	⇩
	$ 146,039	$ 99,043	67.8 %	⇩

Key

⇧ Varies more than 10% than budget positively
⇩ Varies more than 10% than budget negatively
⇨ Within 10% of budget

Current short-term rates being offered by financial institutions are very low as evidenced by the table of U.S. Treasury rates below. The U.S. Treasury rates provide a benchmark perspective for rate of return.

	Treasury yields								
Date	**1 mo**	**3 mo**	**6 mo**	**1 yr**	**2 yr**	**3 yr**	**5 yr**	**7 yr**	**10 yr**
12/31/20XX	0.07	0.12	0.19	0.29	0.61	1.02	2.01	2.71	3.30
12/30/20XX	0.01	0.02	0.06	0.12	0.25	0.36	0.83	1.35	1.89
12/31/20XX	0.02	0.05	0.11	0.16	0.25	0.36	0.72	1.18	1.78
3/31/20XX	0.04	0.07	0.11	0.14	0.25	0.36	0.77	1.24	1.87
6/30/20XX	0.02	0.04	0.10	0.15	0.36	0.66	1.41	1.96	2.52
9/30/20XX	0.03	0.02	0.04	0.10	0.33	0.63	1.39	2.02	2.64
12/31/20XX	0.01	0.07	0.10	0.13	0.38	0.78	1.75	2.45	3.04
3/31/20XX	0.03	0.05	0.07	0.13	0.44	0.90	1.73	2.30	2.73
6/30/20XX	0.02	0.04	0.07	0.11	0.47	0.88	1.62	2.13	2.53
9/30/20XX	0.02	0.02	0.03	0.13	0.58	1.07	1.78	2.22	2.52
12/31/20XX	0.03	0.03	0.12	0.23	0.69	1.11	1.68	2.00	2.20
03/31/20XX	0.05	0.03	0.14	0.26	0.56	0.89	1.37	1.71	1.94

Budget Summary

A more detailed analysis of funds is included as Attachment A.

Cash Balance Summary

A detailed view of department totals compared with budget is included as Attachment B.

Investment Summary

A detailed summary of current investments is included as Attachment C.

SAMPLE

Enterprise Fund Summary

A detailed summary of enterprise fund financial results is included as Attachment D.

Revenue and Expenditures

A detail of revenues and expenditures is included.

* * * * *

This information is unaudited and is intended solely for the information and use of management and City Council and is not intended and should not be used by anyone other than these specified parties.

If you have any questions or wish to discuss any of the items contained in this letter or the attachments, please feel free to contact us at your convenience. We wish to thank you for the continued opportunity to be of service and for the courtesy and cooperation extended to us by your staff.

Sincerely,

AEM FINANCIAL SOLUTIONS, LLC

People
+Process.
Going
Beyond the
Numbers

Attachment A

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENDITURES -
BUDGET AND ACTUAL -
GENERAL FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

	Annual Budget		Budget thru 3/31/20XX		Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)		Percent Received or Expended Based on Budget thru 3/31/20XX
REVENUES								
Taxes*	$ 313,918	*	$ 78,480		$ -	$ (78,480)		N/A %
Local government aid*	228,078	*	57,020		-	(57,020)		N/A
Tax abatements	14,244	*	3,561		-	(3,561)		N/A
Intergovernmental	18,347		4,587		2,000	(2,587)		43.6
Licenses and permits	3,300		825		480	(345)		58.2
Charges for services								
Fire	18,500		4,625		1,418	(3,207)		30.7
Police	2,120		530		587	57		110.8
Other	2,280		570		170	(400)		29.8
Special assessments	5,500		1,375		-	(1,375)		-
Interest earnings	8,000		2,000		1,247	(753)		62.4
Miscellaneous revenue	12,400		3,100		4,365	1,265		140.8
Contributions and donations	3,000		750		975	225		130.0
TOTAL REVENUES	629,687		157,422		11,242	(146,180)		7.1
EXPENDITURES								
General government	50,391		12,598		15,006	(2,408)		119.1
City Council	11,800		2,950		584	2,366		19.8
Executive	7,480		1,870		401	1,469		21.4
City Clerk	20,840		5,210		4,899	311		94.0
Financial administration	76,280		19,070		19,000	70		99.6
Law/legal services	10,000		2,500		2,053	447		82.1
Community center	11,700		2,925		3,267	(342)		111.7
General government buildings	4,700		1,175		298	877		25.4
Police	172,222		43,056		33,669	9,387		78.2
Fire	60,150		15,038		6,507	8,531		43.3
Highways, streets and roads	134,831		33,708		12,765	20,943	(1)	37.9
Lions	2,800		700		471	229		67.3
Parks	20,962		5,241		123	5,118		2.3
TOTAL EXPENDITURES	584,156		146,039		99,043	46,996		67.8
EXCESS REVENUES (EXPENDITURES)	45,531		11,383		(87,801)	(99,184)		113.0
OTHER FINANCING USES								
Operating transfers out	(80,500)		(20,125)		-	20,125	(2)	-
EXCESS (DEFICIENCY) OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	$ (34,969)		$ (8,742)		$ (87,801)	$ (79,059)		N/A %

SAMPLE

* Property taxes,assessments, and local government aids are only paid twice a year

Item — Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $15,000.

(1) Capital outlay budgeted has not been expended or transferred to capital funds to procure capital equipment.

(2) Operating transfers will be posted in 4th quarter.

CITY OF SAMPLE, MINNESOTA
UNAUDITED CASH BALANCES BY FUND
MARCH 31, 20XX, DECEMBER 31, 20XX AND MARCH 31, 20XX

Attachment B

Fund	Balance 3/31/20XX	Balance 12/31/20XX	Balance 3/31/20XX	YTD Change From 12/31/20XX		Change From 3/31/20XX
101 General	$ 526,826	$ 702,975	$ 619,063	$ (83,912)	(1)	$ 92,237
301 G.O. Improvement Bonds 20XX	(628,348)	-	1,826	1,826		630,174
302 G.O. Improvement Bonds 20XX	100,886	135,411	96,744	(38,667)		(4,142)
303 G.O. Improvement Bonds 20XX	-	244,658	191,763	(52,895)	(2)	191,763
376 TIF MN Energy	122,856	123,460	123,976	516		1,120
377 TIF MN Beef Industries, Inc	(46,124)	(46,124)	(46,124)	-		-
401 Fire Equipment Donations	20,262	37,722	42,622	4,900		22,360
402 Public Works Reserve	607,063	265,945	267,057	1,112		(340,006)
403 Police Reserve	76,009	41,191	41,363	172		(34,646)
404 Fire Reserve	1,346	14,365	14,425	60		13,079
405 Ambulance Reserve	43,700	62,933	63,196	263		19,496
406 General Government Reserve	65,000	70,319	70,613	294		5,613
407 Infrastructure Reserve	925,000	347,691	349,145	1,454		(575,855)
408 Culture and Recreation Reserve	47,500	42,275	42,452	177		(5,048)
409 2014 Street Improvements	-	715,927	702,334	(13,593)		702,334
601 Water	(166,695)	-	27,123	27,123		193,818
602 Sewer	116,001	166,065	173,272	7,207		57,271
609 Liquor Store	73,315	71,037	72,488	1,451		(827)
615 Ambulance	373,920	346,194	366,350	20,156		(7,570)
Total	$ 2,258,517	$ 3,342,044	$ 3,219,688	$ (122,356)		$ 961,171

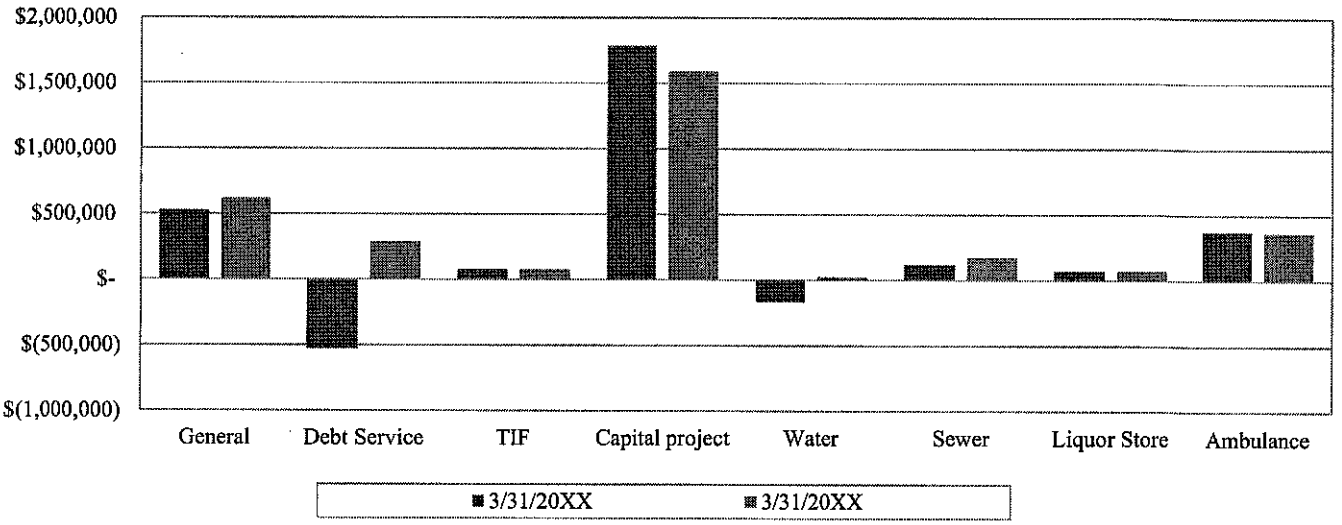
SAMPLE

Item Explanation of changes greater than $50,000.

(1) See General Fund Budget and Actual Statement for additional detail. Property tax and intergovernmental revenue are not receipted until Ju December. General fund reserves must be used to finance general operations until these revenue sources become available.

(2) Debt service obligations were due and paid. Property tax and special assessment will not be receipted until July and December.

Cash Balance by Fund Compared to Prior Year



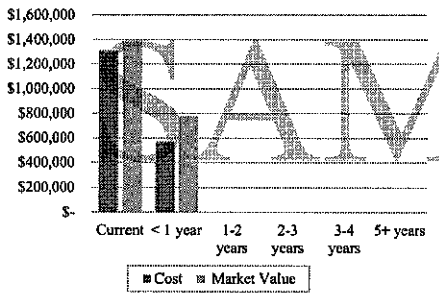
Fund	
⇧ General	⇧ Water
⇧ Debt Service	⇧ Sewer
⇨ TIF	⇩ Liquor Store
⇩ Capital project	⇩ Ambulance

Key	
⇧	Varies more than 10% than budget positively
⇩	Balance decreased more than 10% over prior year
⇨	Balance within 10% of prior year

Attachment C

CITY OF SAMPLE, MINNESOTA
Schedule of Investments
For the Month Ending March 31, 20XX

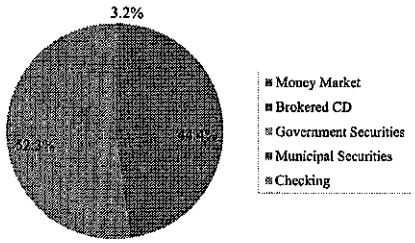
Description	Market Value 1/1/20XX	Deposits	Expenditures	Transfers	Interest	Cost 3/31/20XX	Market Value 3/31/20XX	Unrealized Gain / Loss
General Fund	$ 516,267.21	$ 906,734.90	$ (1,062,797.52)	$ -	$ 133.12	$ 360,337.71	$ 360,337.71	$ -
Ambulance Donations	53,588.01	4,300.00	(535.44)	-	20.26	57,372.83	57,372.83	-
Ambulance Debit Card Acct	1,882.33	-	(250.93)	-	0.68	1,632.08	1,632.08	-
General Fund	923,197.66	-	(250,000.00)	-	2,270.84	675,468.50	675,468.50	-
Fire Dept Debit Card Acct	574.97	-	-	-	0.22	575.19	575.19	-
Twp/Donations Acct	4,741.30	12,055.00	-	-	2.88	16,799.18	16,799.18	-
Fire Truck Utility Acct	10,188.16	-	-	-	3.79	10,191.95	10,191.95	-
Police Dept	4,675.43	5.00	-	-	1.74	4,682.17	4,682.17	-
Liquor store Petty Cash	12.94	335.00	(335.00)	-	-	12.94	12.94	-
Ambulance CD	32,065.17	-	-	-	96.00	32,161.17	32,161.17	-
Ambulance CD	24,402.16	-	-	-	90.84	24,493.00	24,493.00	-
Ambulance CD	132,709.95	-	-	-	496.77	133,206.72	133,206.72	-
Money Market	3,852.48	273,000.00	(287,000.00)	10,486.07	2.85	341.40	70,000.00	69,658.60
BMW Bank	64,094.72	-	64,000.00	(548.47)	548.47	127,546.25	127,000.00	(546.25)
GE Cap Retail Draper Utah	62,155.62	-	(62,000.00)	340.07	340.07	495.69	62,269.70	61,774.01
CIT Bank	73,503.70	-	(73,000.00)	618.80	618.80	1,122.50	73,960.68	72,838.18
Goldman Sachs	74,780.70	-	(74,000.00)	649.27	649.27	1,429.97	75,084.10	73,654.13
GE Cap Bank Inc Retail	73,405.88	-	-	404.81	1,382.21	73,810.69	73,648.24	(162.45)
Goldman Sachs	62,981.73	-	-	693.00	693.00	63,674.73	63,151.20	(523.53)
Goldman Sachs USA NY	77,801.10	-	-	638.99	1,464.73	78,440.09	77,963.34	(476.75)
Safra Natl Bank NY	88,669.81	-	-	360.87	711.99	89,030.68	88,936.81	(93.87)
Sallie Mae SLC Bank	74,950.50	-	-	556.04	1,859.24	77,365.78	75,314.25	(2,051.53)
GE Cap Bk INC Retail	49,446.50	-	-	403.29	403.29	50,253.08	49,733.00	(520.08)
Sallie Mae BK Murray, UT	-	-	-	-	-	-	-	-
	$ 2,409,948.03	$ 1,196,429.90	$ (1,745,918.89)	$ 16,921.14	$ 11,791.06	$ 1,882,762.70	$ 2,153,994.76	$ 271,232.06



SAMPLE

Maturity	Cost 3/31/20XX	Market Value 3/31/20XX	Variance 3/31/20XX
Current	$ 1,311,614.37	$ 1,380,726.72	$ 69,112.35
1 year	571,148.33	773,268.04	202,119.71
1-2 years	-	-	-
2-3 years	-	-	-
3-4 years	-	-	-
5+ years	-	-	-
	$ 1,882,762.70	$ 2,153,994.76	$ 271,232.06

Weighted average Rate of return	0.47%	3/31/20XX
Average Maturity (years)	0.97	3/31/20XX



Investment Type	Market Value 3/31/20XX
Money Market	$ 70,000.00
Brokered CD	956,922.21
Government Securities	-
Municipal Securities	-
Checking	1,127,072.55
	$ 2,153,994.76

Attachment D

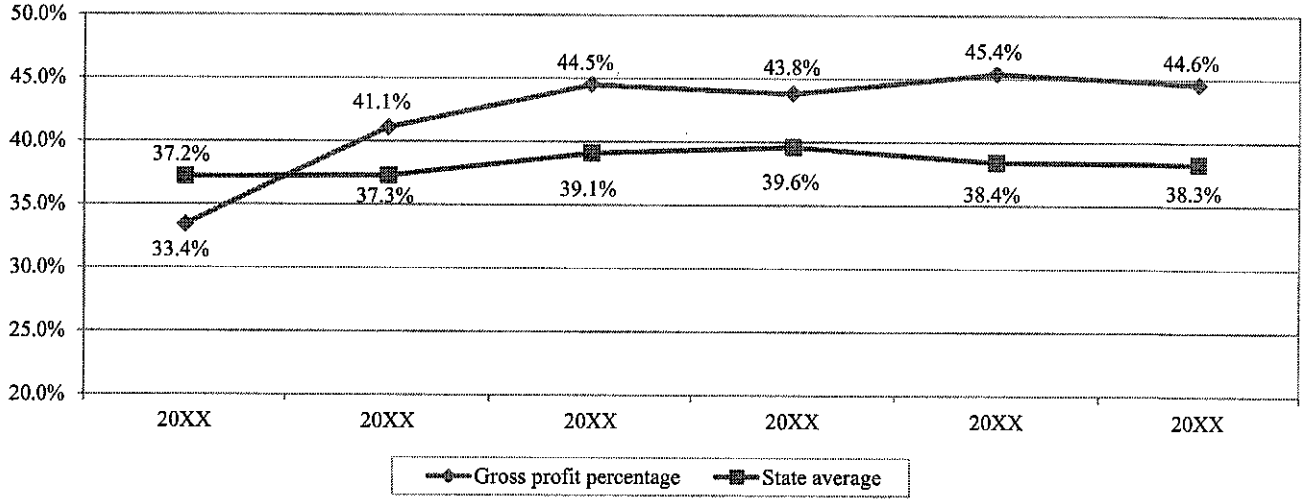
CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
LIQUOR STORE FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)		Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES						
On sale	$ 36,928	$ 48,194	$ 11,266	(1)	$ 35,650	135.2 %
Off sale	39,802	42,505	2,703		44,750	95.0
Other merchandise	18,676	21,316	2,640		11,750	181.4
Cigarettes, other	1,744	1,886	142		2,000	94.3
Pulltab	2,047	2,593	546		2,500	103.7
Miscellaneous	3,176	10,056	6,880		1,800	558.7
TOTAL REVENUES	102,373	126,550	24,177		98,450	128.5
EXPENSES						
Salaries and benefits	29,593	32,523	2,930		28,892	112.6
Supplies	8,266	6,955	(1,311)		4,475	155.4
Cost of goods sold	69,372	75,207	5,835		51,300	146.6
Other	13,757	10,107	(3,650)		14,338	70.5
Depreciation	-	2,225	2,225		2,225	N/A
TOTAL EXPENSES	120,988	127,017	6,029		101,230	125.5
EXCESS REVENUES OVER EXPENSES	$ (18,615)	$ (467)	$ 2,313		$ (2,780)	- %

SAMPLE

Sales		$ 113,901
Cost of sales		75,207
Gross profit		$ 38,694
Gross profit percentage March 31, 20XX		34.0%

Gross Profit Percentage vs. State Average



* 20XX municipal liquor state report is not available at this time. An estimated average has been used for comparison.

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) Liquor sales are up 25% ($5,241) from 1st Quarter of 20XX and beer sales are up 39% (6,101) from 1st quarter of 20XX.

Attachment D

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
WATER FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

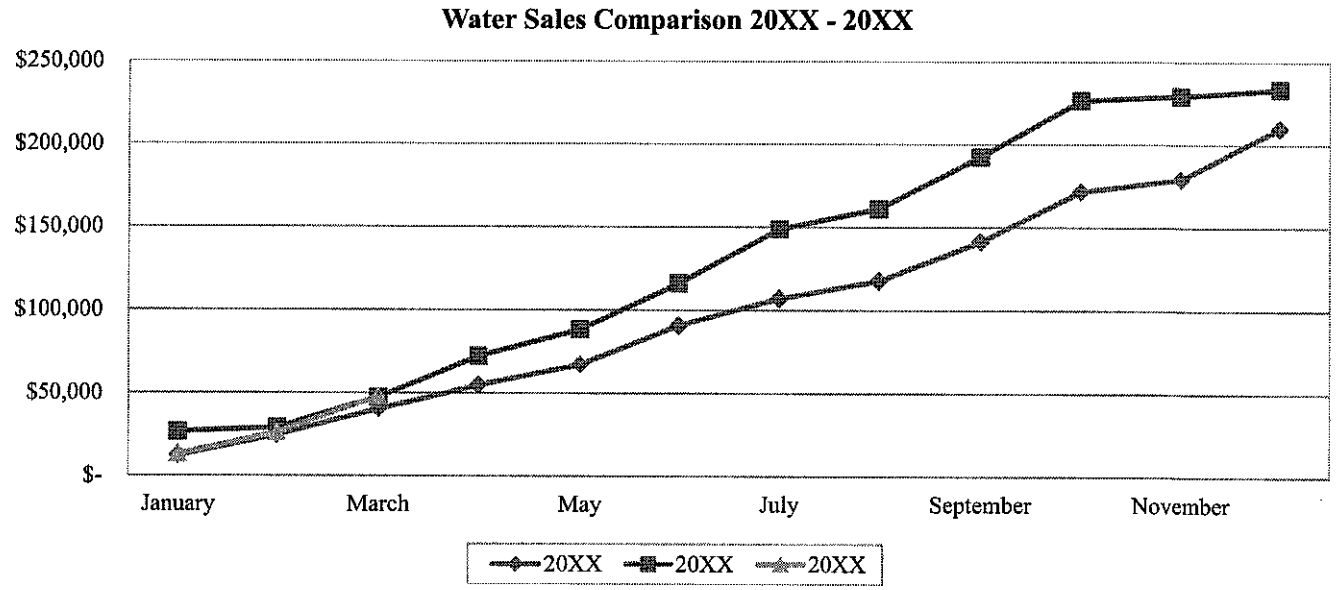
WATER FUND

	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)	Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES					
Charges for services	$ 47,335	$ 47,973	$ 638	$ 51,112	93.9 %
Miscellaneous	25	51	26	-	100.0
TOTAL REVENUES	47,360	48,024	664	51,112	94.0
EXPENSES					
Salaries and benefits	8,595	8,369	(226)	8,689	96.3
Supplies	2,387	4,608	2,221	6,125	75.2
Other services and charges	1,802	5,468	3,666	2,831	193.1
Repair and maintenance	460	-	(460)	5,125	-
Utilities	5,761	3,686	(2,075)	5,000	73.7
Interest	-	-	-	2,819	-
Depreciation	-	26,250	26,250	26,250	100.0
TOTAL EXPENSES	19,005	48,381	29,376	56,839	85.1
EXCESS REVENUES OVER EXPENSES	$ 28,355	$ (357)	$ 5,370	$ (5,727)	6.2 %

SAMPLE

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) NONE



Attachment D

CITY OF SAMPLE, MINNESOTA
STATEMENT OF REVENUES AND EXPENSES -
BUDGET AND ACTUAL -
SEWER FUND (UNAUDITED)
FOR THE THREE MONTHS ENDED MARCH 31, 20XX

SEWER FUND

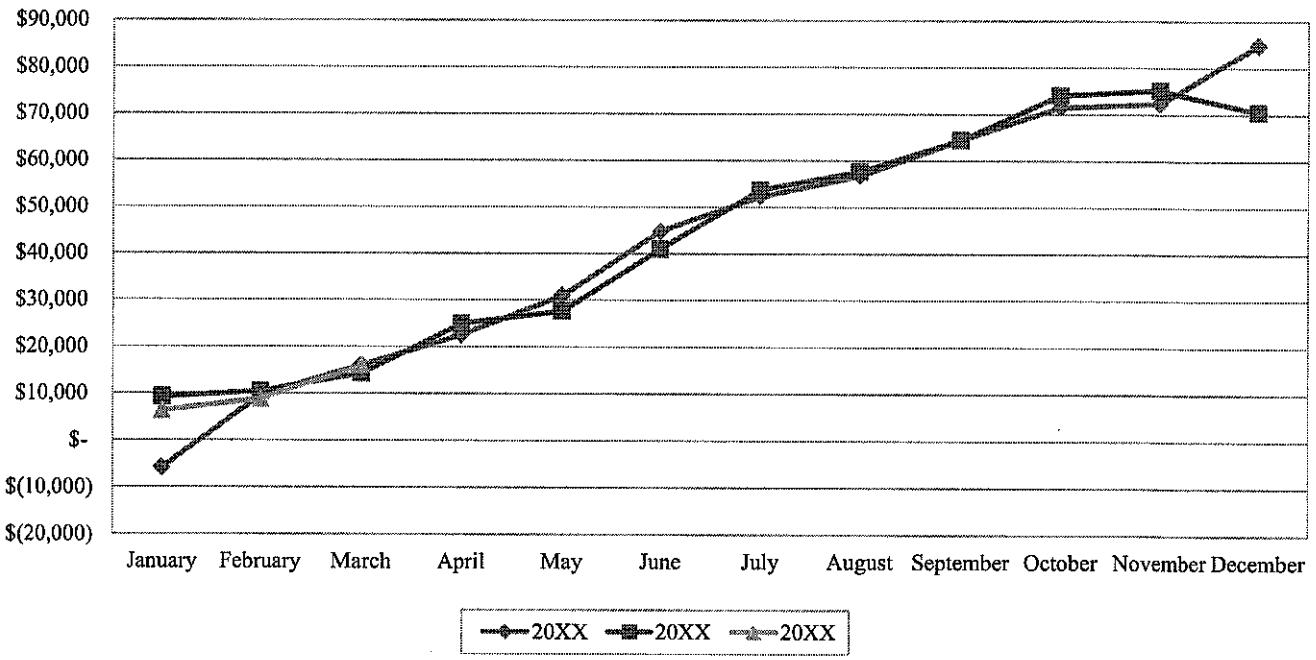
	Actual Thru 3/31/20XX	Actual Thru 3/31/20XX	Variance - Favorable (Unfavorable)	Budget Thru 3/31/20XX	Percent Received or Expended Based on Budget Thru 3/31/20XX
REVENUES					
Charges for services	$ 14,243	$ 15,935	$ 1,693	$ 18,860	84.5 %
Miscellaneous	-	347	347	250	138.8
TOTAL REVENUES	14,243	16,282	2,040	19,110	85.2
EXPENSES					
Salaries and benefits	5,855	5,324	(531)	6,475	82.2
Supplies	3,139	112	(3,027)	1,000	11.2
Other services and charges	1,755	1,716	(39)	2,334	73.5
Repair and maintenance	1,379	374	(1,005)	129,125	0.3
Utilities	480	1,549	1,069	2,500	62.0
Interest	-	-	-	1,320	-
Depreciation	-	19,950	19,950	19,950	100.0
TOTAL EXPENSES	12,608	29,025	16,417	162,704	17.8
EXCESS REVENUES OVER EXPENSES	$ 1,635	$ (12,743)	$ 130,850	$ (143,593)	8.9 %

SAMPLE

Item Explanation of items percentage received/expended less than 80% or greater than 120% and $ variance greater than $10,000.

(1) NONE

Sewer Sales Comparison 20XX - 20XX



A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: August 30, 2016
Subject: Found / Abandoned Property

MEMO

Background:
The police department finds property and retains such property until an owner can be identified. Most often and owner cannot be identified and said property needs to be declared by resolution as abandoned so it can be disposed of in accordance with City policy.

In 2011, City Council allows the Department Head and City Administrator authority to declare individual property valued under $500.00 each to be sold in a sealed bid format or if in the best interest of the City, at public auction at our discretion. I recommend the last option, at public auction. Historically, the City has sold items at Wayne Pikes Consignment Auction which is open to the general public in Princeton, Mn. All of the listed items individually have a value of less than $500.00.

The items for consideration are as follows:

- Old squad car center partitions / center consoles / push bumpers
- Non-functioning old bicycles that are older than 60 days from impound
- Used non-repairable light bars with controls.
- Old Simplicity 5hp snow thrower
- Unleaded gas camp lanterns
- Overhead projector
- Old HP ink jet printer
- Moto Cross helmet
- Old wildfire water backpack cans
- Old yardman string trimmer

The following is policy impart:

C. It may be determined that certain property may best be sold at a public auction unless further designated by policy (i.e. scrap metal or forfeiture vehicles), whereas the City Administrator and Department Head are hereby authorized for its disposal as follows:

1. Should the surplus property be determined by the City Administrator/Designee and Department Head to have a value of less than ~~$250.00~~ $500.00 the property shall be placed in a public auction and shall be advertised as outlined in General. A. Steps 1 through 4.
2. Should the surplus property be determined by the City Administrator/Designee and Department Head to have a value of more than ~~$250.00~~ $500.00, the list shall be approved by City Council; and upon approval, an ad shall be placed in the City designated newspaper to inform the public of location, date and time of the public auction and a list providing the items to place on auction.

Action:

For the City Council to declare the above listed items as surplus property and allow the sale of these items at public auction on September 17, 2016 at Wayne Pike's Consignment Auction. The proceeds of the sale to be deposited into the Isanti Forfeiture Fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION 2016-_____

RESOLUTION APPROVING THE SALE OF SURPLUS / ABANDONED PROPRTY HELD BY THE POLICE DEPARTMENT AT PUBLIC AUCTION

WHEREAS, the police department obtains surplus or abandoned property on a regular basis; and

WHEREAS, the owner of the abandoned property is sought out every time and most often the owner cannot be located; and

WHEREAS, current City policy allows the Department Head and the City Administrator the authority to sell such property if the individual value is less than $500.00 at public auction; and

WHEREAS, the property is of no longer usable by the city and the sale of such property is in the best interest of the city, and

WHEREAS, the next public auction is September 17, 2016 at Wayne Pike Auction in Princeton, Mn.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the sale of the below listed surplus and abandoned property at public auction; and the proceeds to be deposited into the Isanti Forfeiture Fund:

Old squad car center partitions / center consoles / push bumpers
Non-functioning old bicycles that are older than 60 days from impound
Used non-repairable light bars with controls.
Old Simplicity 5hp snow thrower
Unleaded gas camp lanterns
Overhead projector
Old HP ink jet printer
Moto Cross helmet
Old wildfire water backpack cans
Old yardman string trimmer

This resolution was duly adopted by the Isanti City Council this 6th day of September, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

A Community For Generations.
Isanti

L.15.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: September 6, 2016

Subject: Consider Adoption of Resolution Accepting Annual Walkthrough of Buildings on City Property Report.

Background

Per Resolution 2014-180 City Staff was directed to conduct annual walkthroughs of buildings located on city owned property. Building Official Nick Henly has completed the walkthroughs and has updated the annual report. The report documents the general condition of each building and makes some recommendations on the maintenance and or repair for some buildings. All buildings were considered safe.

Staff Request

Consider Adoption of Resolution 2016-_____ Accepting the Annual Walkthrough of Buildings on City Property Report

Attachments

- Resolution No. 2016-XXX
- Walkthrough of Buildings on City Property Report

RESOLUTION 2016-

A RESOLUTION ACCEPTING ANNUAL WALKTHROUGH OF BUILDINGS ON CITY PROPERTY REPORT

WHEREAS, The City of Isanti adopted Resolution 2014-180 directing a Designee to walkthrough buildings on City owned property and to provide a report to the City Council; and,

WHEREAS, The City Engineer and Public Works staff monitor City buildings used to house utility infrastructure such as Pump houses, water towers and wastewater treatment and are not included in this report; and,

WHEREAS, Annual visits to non-utility infrastructure related buildings (excluding park structures shelters) should be done to assess the general conditions of the buildings and their uses to better monitor these city assets;

WHEREAS, the annual walkthroughs have been conducted and a summary report with recommendations has been completed and is attached to this resolution;

WHEREAS, the annual walkthroughs are not considered official building inspections.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota accept and acknowledge the attached report and recommendations.

This Resolution hereby approved by the Isanti City Council this 6th day of September 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Non-Utility Infrastructure Buildings for Annual Walk Through - 08/15/2016

Bldg #	Property Address	Brief Building Description	Contact	Comments	DEPT.
1	110 1st Avenue NW	City Hall	City Admininstrator	**City Exterior** 1.) Metal door frames & some entry beams are rusting and should be painted 2.) front entry: touch up tile grout in front of Janitor Room 3.) Caulking: where sidewalk or apron meets building; where sidewalk meets curbs; touch up around building & windows. **Interior** 5.) Conf rm B: window gasket. **Contractor Exterior** 1.) 2 Leaking roof spots & (annual) plastic ice breaks on roof over entry doors need replacement **Interior** 1.)stained ceiling tiles under leaking roof spots at rear main entry & in front of W side entry door 2.) sheetrock cracks high toward ceiling east side 3.) Concrete repair at street in front of SW service entrance & between flag poles at end of peninsula (main entrance). 4.) possible slow leak under kitchenette sink trap in Council Chambers	Admin
2	208.5 1st Avenue NW	Community Center	Park, and Events Coord.	**City** 1.) 2 EXIT signs not lit. **Contractor** 1.) Roof has 2 small spots of shingles that need repair; S facing roof has 2 tabs of shingles missing toward upper center, and N facing roof has a raised/possibly damaged spot of shingles in upper left.	Parks
3	400 W Dual Blvd NE	Liquor Store	Liquor Store Mgr	**City Exterior** 1.) Hole in lawn needs filled in front of window along Heritage. 3.) Caulk sidewalk where it meets building and pillars including loading dock area 3.) exterior block of entryway should be sealed and window flashed/caulked **Interior** 1.) Interior entry block wall under window is oxidizing- needs paint/seal **Contractor Exterior** 1.) Sinking Apron/sidewalk in front of Entry windows 2.) SW corner of exterior fascia & beam siding wrap need repair/replacement	Liquor
4	100 Isanti Parkway NW	PW Maintenance Garage	Public Works Director	OK	PW

5	100 Isanti Parkway NW	PW Salt / Sand Storage Bldg	Public Works Director	OK	PW
6	11 Isanti Parkway NW	PW Large Storage Building (Gray)	Public Works Director	**Contractor** 1.) Service door casing busted, delaminating, rotting on bottom 2.) Timbers around slab rotting and coming off in SE corner	PW
7	11 Isanti ParkwayNW	PW Small Storage Garage (RED)	Police Chief	**[Same] from 2014/2015:** 1.) window coverings need repair or replacement 2.) Wooden overhead door in need of replacement 3.) Service door installed 5 years ago- casing busted & door needs to be painted 4.) Light swith plate broken. **Gene to Coordinate with Public Works to have branches removed, Window coverings to be replaced, service door casing repaired, light switch replaced, and door painted. These items to be coded to PD Building Maintenance. Overhead door needs to be replaced, Item to be added in to CIP for PD.** **2016**- 1.) Broken window on E side 2.) Service door needs replacement	POLICE

Non-Utility Infrastructure Buildings for Annual Walk Through - 08/15/2016

8	401 1st Avenue NW	Fire Dept / Police Dept	Fire / Police Chief	**City** **Police dept. exterior:** 1.) Holes in asphalt by kitchen exit door need to be filled 2.) dirt generally pitched towards building **Fire dept. exterior:** 1.) bollards need repainting 2.) blacktop is sunk along garage apron in NW corner **Fire Dept. interior**: N/A **Police Dept. Interior:** 1.) door handle into garage very sticky **Contractor** **Police dept. exterior:** 1.) All building gutter joints NEED to be sealed to prevent further leaking onto building; all areas below leaking seams need repainting 2.) All sidewalk and apron joints shoulb be sealed where meets building 3.) Snow backs up over garage roof and periodically damages West gutter **Fire dept. exterior**: 1.) Need more parking spaces 2.) masonry repair required at SW & NW lower corners of building 3.) West side access door needs repair/replace- missing door knob **Fire Dept. interior:** 1.) Roof leaks: West of office door; N side center of garage 2.) water leak at union on main along N wall 3.) Hose fill connection in center of garage needs a support saddle and repair of welds 4.) Water leak at utility sink 5.) windows need replacement **Police Dept. Interior:** 1.) Roof leaks particularly in spring- worse in hall & closet to rest rooms 2.) Floor drain in garage does not drain very well 3.) furnace maintenence/inspection req'd?	Police/Admin/Fire

Buildings Owned by Others on City Property - 8.15.2016

9	620 3rd Avenue NW	Redbirds Concession Stand *Redbirds are responsible for maintaining the building*	Cindy Lind-Livingston	Overall OK. **Recommend:** 1.) door sweep replaced under S side door 2.) Garage door paint touch up 3.) Cover door handle hole of exempt door between garage and concession window	Redbirds
10	950 3rd Avenue NW	Soccer Complex Storage Bldg (North) *Responsibility of the Soccer Club*	Jenny Nystrom	OK- repairs made from 2015	Soccer Club
11	950 3rd Avenue NW	Soccer Complex RWB Garage (South) *Responsibility of the Soccer Club*	Jenny Nystrom	OK- repairs made from 2015. Note: roof sags just a bit between center and W side, watch it doesn't worsen over winter(s)	Soccer Club
12	101 Isanti Pkwy NW	BMX Facility		• Birds nests under the awnings- worse over main entrance • Outdoor lights under N awning filled with water occasionaly • Gutter seams leaking- worst by west door 1 water flows in through that door; downspout at bottom needs adjustment by center W entrance door• Frost in the winter between the block and metal • Ceiling leaking in several places • Condensation falls from heating system • Garage door switches work intermittently • Key missing from lock box at the front • Grease duct through Mezz/roof is beginning to rust • Lock required for outside gate around air exchanger? • Weatherstripping coming off bottom SE corner garage door	BMX

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
August 23, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jennifer Garvey, Mayor Wimmer, James Witte, and Aaron Zdon
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Wimmer to approve the August 23, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from July 26, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Garvey. Second by Wimmer. Vote was unanimously approved.

3. Consider Replacing Unity Park Field Sign in 2016

Everett explained that she has recently done a park check similar to what the board did last year and found that the Unity signs are pretty rough and have kind of just not been noticed. She pointed out the pictures of the current signs and explained the idea for the new sign. She stated that her biggest question is whether or not we want to put two signs back up or if one is enough. She stated that there is about $700 left in the sign budget for the year, and there will be more signs to be purchased but we should be able to cover these. Wimmer state that his question is if it is worth get new signs now since we have about two months left of people using the field and having the exposure of a winter season versus putting them out in the spring. Everett asked if in that case we should buy them now and not install them yet, Wimmer asked why we would do that now. Everett stated that it's just because we know that we have the funds this year, and maybe we wait until the end of the year to do so. Garvey stated that she thinks only one sign is needed on the backstop and asked about the rules sign and if it's the same at River Bluff. Everett stated that these signs are being installed at all parks, but the specific rules listed may change based on the park.

Zdon asked if we should make a motion since we all agree the signs need to be replaced, but to look at the budget at the end of the year and install in the spring so they don't sit out and weather.

Garvey made a motion to look at the funds at the end of 2016 to add one sign at Unity Park. Witte seconded. Unanimously approved.

4. Outdoor Ice Rink Discussion

Everett explained that she would get the discussion started. In order to find prices that are useful, we need to decide exactly what we want and where it's going to go. The idea is that we get one with wooden

boards so they're easier to replace and we don't have to order something special. That part isn't as big of a deal, but do we want another cement slab, do we want it on grass, all of those kinds of details are important to think about before we can figure out exactly what it's going to cost and then whether or not we can do it.

Zdon stated that he had a lot of notes on this one. He stated that we don't want a slab because we want it to be a seasonal rink with temporary boards – or are these things we have to decide? He mentioned that there are temporary board sets out there, or we just berm snow. This year we would only berm snow because don't have any boards, or budget, or the hockey association to help.

Wimmer stated that it was right that there's no budget or anything even budgeted for labor to do a rink at all. Zdon asked if that included the pleasure rink, and Wimmer stated that no, we would be able to do the pleasure rink. But do to a hockey rink, weather we berm it or whatever, because it takes quite a bit more time to maintain as well. Wimmer stated they had the discussion at goal setting at Council at the beginning of the year, we can look at that, but we'd have to look at the cost and figure out how we'll maintain and clear off. The nice thing about the pleasure rink is that they can just take a truck and drive it across to clear the snow, so it's virtually no time or effort to do that. But if we're relying on a berm to hold in water and stuff, obviously we have to figure that out. When we had talked about it at goal setting with council, they looked at trying put something in the budget for 2017, but there still are not funds in the budget to do anything in 2017, and that's where this discussion would need to go figure out what we would do from a cost standpoint to see how many dollars we would actually need for that. We didn't anticipate it being a permanent rink, so it would be something we take down and use that space for other things. But were Wimmer sees places with wooden rinks in 10 or 12 other places, most of them look like they just leave them there. So then we have to figure out what's the way to do it, that we if we are going to take them out, what's a cost effective way to do it.

Zdon stated that he knows we've been saying wood, but he did some googling and there's polycarbonate, plastics, whatever, that literally click together like legos. Wimmer stated that the reason we like the wood is that if something gets broke or damaged, all we have to do is go to Menards and get a new one. Zdon stated that there are both systems out there and that's the research we need to do. It would need to come down, unless we wanted to dedicate somewhere to it. But we don't want a slab, because obviously that didn't work.

Wimmer stated that it worked fine, but the system they had was 30 years old by the time the city got it. Zdon and Garvey stated that was the boards. Zdon said he was referring to the maintenance and Zamboni. Wimmer stated that's because the hockey association walked away from their agreement. The City never would have done it if it hadn't been for that original agreement, and now we're stuck holding the bag with people who want to have hockey – which is understandable because we've had it and it's an enjoyable thing, but the cost of it is considerably more than what was obviously anticipated when it was first completed. Wimmer doesn't know what the impact of Cambridge's two outdoor refrigerator rinks will be, obviously that's a much better system. You can have hockey longer because you're not dependent upon the weather; that's a lot of the issues we ran into there too, winters are so crazy now we don't know.

Wimmer stated that what was discussed by council was that it would be a seasonal wooden rink, it wouldn't be a permanent thing so we could still use that green space. It doesn't have to be that way.

Zdon stated that the good thing is there's a ton of space there, it's right by the warming house, and it's super level. He doesn't think they'd even need to grade it. Those are good cost saving things. It's just a matter of do we do it, how do we do it.

Wimmer stated that at this point, we don't know what the cost estimates are. Is it a 5000, 20000. Zdon said that's what we need to look at. Wimmer stated that it will have a big impact either way on the budget how it is.

Everet stated that the question she had is that if we take the boards down, do we still put in lighting? The lighting is going to be there, and will potentially be in way – or will impact the way that space is used for parking and stuff. Zdon stated that if it's on the perimeter it could still be used, along the tree line, it depends. It could be smartly done. It would work for the rinks, and it would actually be nice if there was parking or camping out there to have lights for security reasons or whatever. Wimmer asked at what cost? Garvey stated she thought we would really have to look at lighting because in the winter time, it's dark by the time kids get home. That would be the biggest cost that we would have to look at.

Zdon stated there are lights at the pleasure rink, and actually that space is big enough for a hockey rink, but it's not perfectly level. It's level where the pleasure rink is, but then it tapers off. But with some leveling, that could theoretically be the hockey rink, but it's quite far from the warming house.

Wimmer suggested that they give Everett some guideline on what you want her to research for cost because council will need hard numbers to consider.

Zdon said he didn't know if Everett could just research the cost of berming and flooding a hockey rink, just doing snow berms. That's the cheapest/easiest for the first phase, whether it's this winter or next winter. And then looking at modular, wood or plastic board systems that would come down. And obviously a lighting option, four probably. Everett asked if anyone remembered how many lights are out there; Zdon stated there are 3 at the pleasure rink now. There were four on the hockey rink, on the corners. Wimmer stated that what we would want to do is match the candlelight, and that's kind of what we do whenever we work with the power company. The lights along the road in Bluebird Park and the lights on Main Street are the only lights the city owns. All the other lights are rentals, for lack of a better word, from the power company. We pay for the power, and we pay a maintenance, but they're actually owned by them.

Garvey asked if that gives Everett enough guidance. She said she'll find out. Garvey stated they talked about this next year berming it, right? Zdon said let's get a cost on it, because it'll be labor and water, and we can only ballpark it because we don't know what weather is going to be. Always on grass, no slab. Zdon stated no lights this winter, it's not going to happen, it's not in the budget. Wimmer stated there definitely won't be lights. Zdon stated there's a little bit of lighting they would catch from the BMX street lights if they want to play at dusk, but that's really the lighting they'll get if they want to play on it this year, or go on the pleasure rink – and be nice to the little kids. Wimmer stated they can't play hockey on the pleasure rink. Garvey asked if we were still planning to maintain the pleasure rink. Wimmer stated yes, the pleasure rink will always be there.

Garvey asked if those lights were connected to the hockey rink lights. Wimmer stated they're on their own system. Everett stated she didn't know of any at this point that were on timers; Wimmer stated he believed those ones come on when it gets dark, but wasn't sure. Garvey said she was mostly wondering if they were tied in to the hockey rink – and so do they go off at 10? Everett stated she'd have to look at them, it might just be a light sensor. Garvey stated that is something to add to the research – what is the current system on/off is at the pleasure rink.

Garvey said she had an additional question. Will the hockey rink lights still be on and usable. Zdon stated they're on a switch, and that is becoming the skate park, so they'll be the lights for that. Garvey asked if we can still use them. It may be a separate discussion. Wmmer stated they won't be used at all because there's no hockey rink there. Garvey stated that people can still use that area; Wimmer asked for what.

Garvey stated people can use that slab in the fall. Zdon stated it's becoming the skate park in the spring, and Garvey responded that yes, but people can use it before the snow flies. Everett stated that, yes there is electricity to them. Garvey stated that it wasn't ever on last year, so her question is can it be on so that people can use the slab. Wimmer asked what people would be using it for and who would be responsible for turning them on and making sure they are shut off, all those kinds of things. Garvey stated that it came up from a hockey coach, just dry land hockey, basically roller hockey. Wimmer stated he wouldn't anticipate using them because it's an extra cost above and beyond, it's one of those things where the agreement was for the hockey association – Garvey stated it didn't matter if it's the hockey association, it's a citizen who wants to use that area for roller hockey practice. Wimmer stated he wouldn't anticipate us using it because it's another cost above and beyond. We can take a look at it, what the cost would be. Zdon stated there's nothing saying they can't use that space during daylight hours. Everett stated that if someone rents Bluebird Park pavilion, and they use the electricity there is a $10 fee if they're not residents or it's free if they are residents, would there be something like that we could do? Wimmer said he didn't know, he'd have to look at what the costs are and everything with that.

Witte asked to clarify that we're just talking this upcoming winter just berming and flooding. Zdon stated for sure the pleasure rink, Wimmer agreed. Wimmer stated we'll have to look at cost for a hockey rink. He stated he wanted to stress again that we're passing the preliminary levy the first week of September. There will be no new dollars after the first week of September in the budget. If we're expecting a fair amount of new cost, it has to come out of something that's already budgeted – and he would pretty much guarantee that's not going to happen, especially since we're going into negotiations with our unions as well, that will start January 1, 2017. He can't anticipate there's going to be any new money, that will impact then, there being a hockey rink next year – the 2018 season. Zdon said yes, this is future planning. Wimmer stated he wanted to make sure it was clear how the cycle works. By state law, we have to have that levy set. We can decrease it, but we cannot increase it.

Everett stated that one last concern she has heard is our ability to maintain these is difficult because, especially with the winter we had last year, when it was cold, it snowed. When it snows, the people who maintain our ice are plowing. Getting it done is a challenge. Garvey stated that in any city it is.

Zdon asked Garvey if she knew if Cambridge was on schedule to be done, she stated that yes they are. Zdon stated Cambridge will have rinks to use then. He asked if she knew if there will be an future "Owls" teams. Garvey stated it's still a big question mark.

5. Legacy Park Update – Mayor Wimmer

Wimmer stated the bank has not given its official written okay yet, the banker he's been working with doesn't believe it's going to be an issue. It's almost four months now, his guess is that from the last conversation he had with the banker is that their lawyers are trying to figure out what they need from a liability standpoint, and that's what they're having the biggest heartburn with, and trying to get whatever agreement we need to write up. It's been painfully slow. We have no leverage, it's basically out of the kindness of their hearts that they'd let us do what we want to do out there. The bankers he's talked to thought this would be great. Zdon stated he would guess they also don't want people back there messing around and getting hurt, because they own that road and those lots.

Wimmer stated the thing is that if we put up a barricade for cars, people will even more than they do now want to cut across and what we're looking at is if we can get something through there. And we said we'd do it through a temporary easement standpoint so if something does happen, it would be the city's liability. We would write what we needed, we would do everything. It wouldn't cost them a cent, we just need their approval to do it.

Garvey stated that even putting up a barricade is still not a guarantee that people aren't going to drive around them and things like that. Wimmer stated that if they do, we can pick up them up right away because they're in violation. Garvey stated that it's something, and it keeps honest people honest.

Everett stated that she did get the request from Chief that park board members see something or somebody calls them to tell they them they saw something, remind them to call PD right away. They would rather be able to respond and do something about it, because our three day later recollections don't get them anywhere. Wimmer stated that from ATVs and other things in the parks, we've had a really good response times and enforcement. The one car that was out there was confiscated. If we can get it right away, they can get on it.

6. Parks Updates – Programming

Everett stated that summer is wrapping up. Street dances when pretty well, we had challenging weather. The first started an hour late, the second one we ended about half way through, but the third one went the whole time and was great. Considering all of that, our attendance was great, the food vendors were always happy, everybody who attended was happy and spending money at our vendors which was awesome. Everybody that I've talked to loves the street dances and they would love to have them every weekend. They're a great think, that the majority at least would love to see continued. We usually plan those things over the winter as the parks brochure is getting redone. One of the food vendors asked at the end, because she's already planning next summer, about the dates because she wants to be able to come.

Two Cities is coming up. We have gotten about 10 businesses and organizations who have committed to coming to the wellness fair, we still have space for more. The sheriff hopefully will bring horses, which would be cool. We're getting in all of our orders of materials and that kind of stuff. Everett just picked up the medals today. We still have 50 people registered for the run/walk and 12 for the bike. So if you know people who like biking. She would we'll have some day-of stuff for bikes, which is easy because we don't have to enter them into the race software, we don't time the bike ride. But the 5K stuff is way easier for us if we have as many of those ahead of time as possible. But we have 50 free goodie bags for each, so hopefully we can get all of those filled. Newspaper ads should be coming out soon. It's on Facebook, but Facebook is weird now, because if people aren't interacting with you page all the time they don't see your stuff, so unless we pay for those kinds of that kind of stuff, it's hard for people to see our posts. Everett will hopefully will get time this week or next to look into what that costs because we have a budget for the event and that might be a good thing to spend money there. A lot of people have liked the page in the past, but if it's showing up on their pages it doesn't do us much good. Garvey asked if we put a flyer in the folders for schools last year. Everett stated she doesn't know about school folders, but would love to do that. They discussed what the folders were and what goes in them. Everett stated that there are some teachers we work pretty closely with, especially at School For All Seasons. She sent an electronic version to a couple of those teachers, but is happy to print them too. Garvey stated a lot of teachers are doing weekly newsletters electronically. Everett stated that sometimes schools are a little picky about what they allow being advertised to kids so we have to run through some hoops to do that, but she'll look into it. Witte stated that in previous years he has reached out to Cliff energy bars and he did that again, but they didn't want to fulfill the order because it was within 90 days. Everett stated that she'll make a note of that for future reference, and Coborn's is planning to come and they will be giving away granola bars. When we were doing our initial planning we didn't know exactly when they'd be open, so we didn't want to depend on them for big things, but next year we may be able to key them in earlier. Zdon and Garvey stated that Allina will probably be the same next year. Everett stated that the bags come from Allina health, and she worked with someone at the county this year, but would love to work with whoever comes into town.

Everett stated that the prioritized list is very close. The Bluebird climber thing still hasn't come. It sounded like when we first asked them to order it, that person who was supposed to order it quit their job,

and no one did the things they were supposed to do before they left, and we didn't find out until we started asking where it was. It hopefully will be here soon and we'll get it up before winter. There is another shipment of stuff coming tomorrow with chains, and coated ladders, connectors, and all kinds of things. Those will be installed soon.

Everett stated that the volleyball court is up and going.

Everett stated that moving into fall, movie nights will start in October. We also take volunteer groups for that. We've had Heavenly Sunshine and the scouts are pretty regular for that, so we love to have them back, but if there are other groups who want to come, they get the proceeds from the concessions those nights. Zdon asked if the movies are picked already. Everett stated that yes, they are all in the parks brochure. They get picked all at once for the October – April season.

7. Adjornment

Motion by Garvey, second by Witte to adjourn the August 23, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:34 p.m.

Dated at Isanti, Minnesota this 23rd day of August, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

DRAFT

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 20, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. Mayors Proclamation – MN Manufacturer's Week October 2 – 8, 2016

F. Approve City Council Minutes
1. September 6, 2016 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1.	Parks, Recreation, and Culture Board Meeting	Tuesday, September 27, 2016 at 6:00 p.m.
2.	City Council Meeting	Tuesday, October 4, 2016 at 7:00 p.m.
3.	Economic Development Authority	Tuesday, October 4, 2016
	(Immediately following the City Council Meeting)	
4.	CITY OFFICES CLOSED	Monday, October 10, 2016
	(In Observance of Columbus Day)	
5.	Planning Commission Meeting	Tuesday, October 11, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings
1. Approval of the Request from Property Resource Group to Vacate an Ingress and Egress Easement and a portion of a Drainage and Utility Easement within Lot 2, Block 1, Isanti Commons Second Edition

K. Business Items
1. Adopting the City of Isanti Residential Rain Garden Incentive Program Policy *(Mayor Wimmer)*
2. Ordinance to Amend the Code for the City of Isanti, Chapter 8, City Council, Amending Article III, Rules of Organization *(Mayor Wimmer)*

City Administrator Don Lorsung

3. Resolution Accepting the Conveyance of Outlots located within the Savannah Run Development
4. Resolution Approving an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to Reduce the Side Yard Setbacks
5. Resolution Approving the Preliminary Plat of Sun Prairie Second Addition, Legally Described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota
6. Consider Adoption of an Interim Ordinance to Establish a Moratorium Temporarily Prohibiting Specific Commercial Uses within a Defined Area Along Highway 65
7. Resolution to Approve Designated Mowing Areas
8. Resolution Approving an Amendment to the Code Enforcement and Nuisance Abatement Policy

9. Resolution Approving the Revision to Rum River BMX Association Agreement to Allow Mail Delivery at the Isanti Indoor Arena
10. Amendment to Chapter 160 Fees and City Fee Schedule – Removal of Collector Street Fee
    a. Ordinance Amending the Code of the City of Isanti, Chapter 160, Fees
    b. Resolution Adopting Fees within the City of Isanti
11. Resolution Authorizing the Submittal of 2016 Comprehensive Economic Development Strategy (CEDS) to East Central Regional Development Commission (ECRDC)
12. Resolution Approving the Increase of Community Events/Parks Coordinator Pay to Meet New FLSA Minimum Requirements

Police Chief Gene Hill

13. Resolution Authorizing the Written Policy Update for the Automated License Plate Reader (ALPR) Equipment
14. Resolution Approving Joint Powers Agreement /Automated License Plate Reader (ALPR) Acceptance

City Engineer Brad DeWolf

15. Engineering Proposal for the 2017 Pavement Maintenance Project
16. Engineering Proposal for the Palomino Road SE Reconstruction Preliminary Engineering Report

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $158,884.79 and Payroll in the amount of $91,674.55
2. Contractor's Pay Request No. 01 Wastewater Treatment Improvements in the Amount of $355,195.00
3. Final Meeting Minutes for the August 3, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the August 10, 2016 Planning Commission Meeting
5. Resolution Approving a Local Gambling Permit to St. Elizabeth Ann Seton – Mother Seton Guild
6. Resolution Approving BlueCross BlueShield Resource Co-Op Medical Renewal Plan for the City of Isanti
7. Resolution Approving Donation Request for MMBA Food Drive Promotion in Isanti Municipal Liquor Store
8. Resolution Authorizing Letter of Support for Minnesota Emerging Entrepreneur Program (MEEP)
9. Resolution Authorizing Execution of Modification of Mortgage for RPF, LLC – City Revolving Loan Fund
10. Resolution Accepting Quote for City Hall Roof Repair

M. Other Communications

1. Draft Meeting Minutes for the September 6, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the September 13, 2016 Planning Commission Meeting
3. August Police Department Report
4. August Code Enforcement Report
5. August Building Inspector Report
6. September Engineering Report

Adjournment

E.1.

Proclamation

Whereas: The manufacturing industry is a dynamic segment of Minnesota's economy, and an integral part of Minnesota's economic development strategy; and

Whereas: Manufacturing has the second largest total payroll among business sectors in Minnesota, providing $20 billion in wages; and

Whereas: Manufacturing contributed almost $48.2 billion to the Minnesota economy 2015, and is the second-largest industry (16 percent) contributing to our private gross domestic product; and

Whereas: Manufactured exports brought $18.9 billion into the Minnesota economy in 2015; and.

Whereas: Manufacturing provides over 317,200 highly skilled, high paying jobs, which significantly contribute to Minnesota's high standard of living and economic vitality.

Whereas: Manufacturing businesses employ 295 people on the City of Isanti which is approximately 17 percent of all jobs located within the City of Isanti

Now, therefore, I, George A. Wimmer, Mayor of the City of Isanti, Minnesota do hereby proclaim that the week of October 2 to October 8, 2016 shall be observed as:

MINNESOTA MANUFACTURING WEEK

in the City of Isanti on this 20th day of September, Two Thousand and Sixteen.

_____

MAYOR George A. Wimmer

CITY OF ISANTI
CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 6, 2016 – 7:00 P.M.
CITY HALL

The meeting was called to order at 7:00 p.m. by Mayor Wimmer.

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser, Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, City Clerk/Human Resources Lindsey McInnis, Police Chief Gene Hill, Economic Development Director Sean Sullivan and Interim Finance Director Gail Bauman.

Others Present: James Harris, Melissa Bettendorf

D. Adopt Agenda
Motion by Lundeen, second by Lorinser to approve the agenda. Motion carried.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. August 16, 2016 – Regular Meeting of the City Council
2. August 16, 2016 – Closed Session Meeting of the City Council

Motion by Bergley, second by Collison to approve the regular and closed session City Council Meeting Minutes. Motion carried.

G. Citizens Input
James Harris, 459 3rd Ave N, approached the podium to inform the City Council he had a question and a statement. He also informed the Council that he would be recording, stating he has been accused of saying things that he has not said before. He was curious as to what the $5 fee that is being charged by the utility company is for? He thought perhaps it was "that you are all too ashamed to send a bill saying we need more of your money." Harris then asked "What is that money actually for?" He also wondered why the questionnaire regarding police brutality he has given out is not being answered.

Mayor Wimmer explained that the fee that is charged to the utility companies is for usage of city right of way, which is a common practice by many communities. They (the utility company) then have chosen to pass that fee on to the users of their utilities. That money is used for our street maintenance programs such as seal coating, crack sealing, those type of things.

The Mayor went on to state that the questionnaire is something that has been responded to many times. The Councilmembers have an option and may or may not respond to it, it is entirely up to them.

H. Announcements

1.	Planning Commission	Tuesday, September 13, 2016 at 7:00 p.m.
2.	City Council Meeting	Tuesday, September 20, 2016 at 7:00 p.m.
3.	Parks, Recreation and Culture Meeting	Tuesday, September 27, 2016 at 6:00 p.m.

I. Council Committee Reports

Mayor noted that while going through the Fire District minutes, he had seen they were potentially purchasing property for a new Fire Hall at the corner of Whiskey and Heritage. Mayor did contact the Fire Chief and let him know that area is not zoned for such a use. Mayor talked with him and advised him to contact Ms. Achman, Community Development Director if they decide to pursue finding a parcel for a new station. They would need to put it in an area that would be properly zoned. Mayor suggested that if we have something like this come up, we want to make sure we get these into the committee reports, so they don't waste time and effort going down the wrong path. Councilor Lundeen explained he was not able to attend the last Fire District meeting, and prior to that it was brought up as a possibility to research and there was no further discussion than that.

J. Public Hearings

K. Business Items

1. Discussion Regarding School District Spending on Security & School Resource Officers *(Mayor Wimmer)*

The Mayor explained he has tried to work with the school district repeatedly and has not received a satisfactory answer in regards to this issue. Cambridge schools have two full time resource officers. One is at the high school and there is another at the middle school. Mayor believes they have also bought equipment such as a squad car. The Isanti Middle School has just one part-time officer. Mayor will be looking for an accounting of what has been spent in this area in both communities. It seems as if there is no parity. If it is a question of the quality of our school resource officer, last year our officer was named the top resource officer in the State. He has most recently received another award from "Toward Zero Deaths". He is a top notch resource officer. The Mayor asked for Council support as he has tried to work with the Superintendent and the school district for an explanation or a reason why things are happening this way. He has not received anything remotely satisfactory for it. It can be assumed there are no worse or better issues in their middle school in Cambridge than in Isanti. A question was asked by Lorinser if Cambridge Police Department put more money into the program or the school district? Mayor answered that the school district does. Collison stated that his understanding was that the second officer and squad car was all paid for by the school. Bergley asked if one was at the Middle School and one was at the High School? Collison said that one is at the High School and the other floats between all the specialty schools and the Middle School. The Mayor said he can understand that the High School needs its own officer and that is not the issue. When we are talking about the middle schools and intermediate schools the resources should be roughly the same. There's a significant amount of money being spent and we are all in that School District. There should be equal support. Councilor Lorinser asked the Mayor what answers he has been given so far. Mayor responded that in regards to the squad car, he has been told it was probably not a good idea but he wants to have actual specific language, why it happened, how it happened and why they are paying for a part time officer in Isanti and a full time officer in Cambridge when they have roughly the same student population. The Mayor added that there may be a perfectly legitimate reason but he wants to see it. He feels that as a tax payer if they are not subsidizing us with the same services as another community, he believes it is an issue. The Mayor would like to send a letter requesting the information, working with the Chief and Staff to compile it. He will update Council when he receives an answer. He stated he has tried to get an answer for roughly the past two years.

Motion by Lundeen, second by Bergley to give Council support to Mayor sending a letter requesting the information discussed above. Motion carried.

2. **Resolution 2016-253** Approving a Special Event Permit Application for a Car Show at Isanti VFW *(Dan Collison)*

Mayor Wimmer pointed out the application for the Special Event Permit came in late and he personally would not have accepted it. He also noted that according to the permit, the sign permit has not yet been received. Councilor Collison stated that he felt this should fall under the exempt signs, subdivision 9. Mayor asked Collison if he had provided staff with a specific sign? Collison said he had not. Mayor indicated that he will need to work with City Staff to make sure all City requirements are met. The Mayor also indicated that he will be putting forth language in City Policy, which will be brought to Council, that a current councilmember will not be allowed to bring forth agenda items to represent another body or organization that they sit on, even if there is no fiduciary benefit to that councilmember.

Motion by Lundeen, second by Bergley to accept the resolution approving the special event permit as long as all city requirements and code are followed and met. Motion carried.

City Administrator Don Lorsung

3. Adoption of Budget and Preliminary Levy
   a. **Resolution 2016-254** Setting the 2017 Final Budget and Levy Meeting
      Final consideration on the budget will be given at the 7:00p.m. December 6th City Council meeting
   b. **Resolution 2016-255** Approving the 2017 Preliminary Budget for the City of Isanti
   c. **Resolution 2016-256** Adopting the Proposed 2016 Tax Levy Collectible in 2017 for the City of Isanti

Gail Bauman, Interim Finance Director, explained per state law cities are required to set their maximum tax levy and certify it to the County by the end of September. She then presented a short power point presentation.

Mayor Wimmer also mentioned to Council that we have to provide the adoption of the budget and preliminary levy to the County before we get the actual City valuation. So this number is what we are collecting in total tax dollars, we will not know the percentage of what the effect of levy will be until we get that evaluation. We don't usually receive the actual City valuation for another month or so.

Ms. Bauman did state that preliminary numbers were received from the County, but if possible it is better to wait until final numbers are available. She began with a slide comparing revenues and expenditures for the past seven years. The four years between 2012 and 2015 we were consciously spending down the General Fund Fund Balance. Then in 2016, it was basically a balanced budget, and this upcoming year we are starting to add back to into the general fund. We have fallen slightly below the 50% mark required by City Policy, so we are beginning placing money back into the General Fund fund balance.

Next is the comparison of expenditures by department from 2007 to 2017. Some departments that increased the most are Public Safety, which went from 24.4% to 33% in 2017. Also, the Parks Recreation and Culture increased during that same timeframe. Debt service stayed the same and general governmental went down, which could be a result of some reclassification between some expenditures. The Mayor mentioned PRC

took over operations of the Community Center, Farmer's Market and Street Dances which were three main things that were not in the 2007 budget.

The next items discussed were the bigger items that impacted the General Fund for 2017. Some of these may not be changes from last year. For example, we had a squad car budgeted last year and we have another squad card budgeted this year. But some things are new, like the $10,000 of mediation/arbitration fees, which is a potential cost to the City and we want to prepare for that. The Mayor mentioned that this is something that has occurred enough that we need to begin to budget for it, and that this number is based on previous fees that the City has incurred. Ms. Bauman then went on to state that there is a 2% COLA included in the budget, also mentioning that contracts have not been approved yet, so this is a placeholder for those. There is an increase in the budget for health insurance, 15% increase in the Fire Protection Services, the final year of street lighting infill project, various capital outlay items in Parks & Rec, increase to the EDA budget, a street painter and trailer and a portion of the GIS software, in which the remaining balance is coming out of Utility funds.

She then discussed the General fund budgeted Revenues by source type. As with most cities property taxes is the biggest at 63.4%, then Intergovernmental Revenues at 17.6%, followed by Transfers. The transfers primarily consist of the transfer from the liquor store, which is budgeted for 2017 at $350,000.

The last item was the preliminary proposed maximum tax levy for 2017 which has an increase of $47,000 to $2,587,561. Mayor Wimmer stated that the breakdown is the $37,000 for the Fire District costs, which is an increase over last year and our best estimate as to potential costs, as well as the $10,000 for mediation/arbitration costs.

The Mayor then explained that the overall increase is 1.5% in total dollars coming in. He stated that property taxes can be challenging to explain to residents how it exactly works. The County typically puts out a video to try and provide further explanation on how the process works. The Mayor said there are basically three main levers on what your individual property tax is going to be. One is what each district is increasing for the tax, the second in the changes in valuations based on each individual home, and the third is the new value of entry to the City.

Mayor Wimmer also identified another area of funding that hurt us, which it the LGA (the tax bill) that had passed both houses but was vetoed by the Governor. The LGA had around $40,000 for the City in new funding. The Mayor feels as if we have put together a very conscientious budget.

Motion by Lundeen, second by Lorinser to approve the Resolutions 2016-254, 2016-255 and 2016-256. Motion carried.

Economic Development Director Sean Sullivan

4. **Resolution 2016-257** for Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 2, Block 1 Sun Prairie First Addition

Motion by Collison, second by Lundeen. Motion carried.

5. **Resolution 2016-258** for Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 1, Block 2, Sun Prairie First Addition

Motion by Lundeen, second by Collison. Motion carried.

6. **Resolution 2016-259** for Authorization and Execution of Repayment Agreement with J Robinson Construction, Inc. on Lot 1, Block 3, Villages on the Rum Common Interest Community Number 6

Motion by Lundeen, second by Bergley. Motion carried.

7. **Resolution 2016-260** Awarding Demolition Contract and Authorization of Interfund Loan
   Council member Lundeen asked where Sauter and Sons, Inc. are located? Economic Development Director Sean Sullivan answered that they were based out of Ramsey, MN. Lundeen pointed out that Above All Rooftops and Remodeling is located in Isanti. Lundeen would like to keep award the contract to a business in our home town. He stated that the business pays local taxes. He suggested trying to see if they could do better. Mayor Wimmer pointed out the difference is a significant amount, over $1,500 and Lorinser added that the policy has always been to take the lowest competent bidder.

Motion by Lorinser, second by Collison to award the contract to *Sauter and Sons, Inc.* Motion carried.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $354,103.40 and Payroll in the amount of $89,997.34
2. Contractor's Pay Request for School Watermain Loop Improvements in the Amount of $145,794.92
3. Final Meeting Minutes for the July 26, 2016 Parks, Recreation and Culture Meeting
4. **Resolution 2016-261** to Amend Resolution 2016-174 Addressing the Damaged Playground Equipment at Bluebird Park
5. **Resolution 2016-262** Offering the Position of Part Time Liquor Store Clerk III to Becky Whitman
6. **Resolution 2016-263** Authorizing the Hire of Part Time Liquor Store Clerk to Ashely Dutcher
7. **Resolution 2016-264** Approving to Sell the Forfeited 1999 Dodge Ram 1500 at Public Auction
8. **Resolution 2016-265** Authorizing the Chief of Police to Dispose of Abandoned Property Specifically 1992 Mazda B4000 Truck
9. **Resolution 2016-266** Approving a Local Gambling Permit to the Knights of Columbus #10238
10. **Resolution 2016-267** Approving Application for Exempt Gambling Permit for North Branch Area Education Foundation
11. **Resolution 2016-268** Accepting Part Time Liquor Store Clerk Christie Visser's Letter of Resignation
12. **Resolution 2016-269** Accepting Part Time Liquor Store Clerk Matthew Ferris' Letter of Resignation
13. **Resolution 2016-270** Accepting Contract Extension with AEM Financial Solutions for Interim Financial Management Services
14. **Resolution 2016-271** Approving the Sale of Surplus/Abandoned Property Held by the Police Department at Public Auction
15. **Resolution 2016-272** Accepting Annual Walkthrough of Buildings on City Property Report

Motion by Lundeen, second by Collison. Motion carried.

M. Other Communications

1. Draft Meeting Minutes for the August 23, 2016 Parks, Recreation and Culture Meeting

Adjournment
Motion by Lundeen, second by Lorinser to adjourn. Motion carried. Meeting was adjourned at 7:25 p.m.

Respectfully submitted,

Janice Lutterman
Administrative Data Clerk

A Community For Generations.

Isanti

J.1.

PUBLIC HEARING

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: September 20, 2016

Subject: Approval of the request from Property Resource Group to Vacate an Ingress and Egress Easement and a portion of a Drainage and Utility Easement within Lot 2, Block 1, Isanti Commons Second Addition.

Background

Lot 2, Block 1, Isanti Commons Second Addition is the lot located just south of the Coborn's grocery store. The lot contains a 66-foot ingress/egress drainage and utility easement on the west side of the property. In order to prepare this property for development, the ingress and egress easement needs to be completely vacated and all but ten feet on the north, south and west sides of the drainage and utility easement need to be vacated. This easement was put in place many years ago to allow for access to certain properties which are now accessible via Broadway St SE and 6th Ave NE. The easement to be vacated is as described below:

That part of Lot 2, Block 1, ISANTI COMMONS SECOND ADDITION, Isanti County, Minnesota, described as follows:

The South 66 feet of that part of the NE ¼ of SW ¼ lying Easterly of the Easterly right of way line of State Trunk Highway No. 65, as measured at right angles to the south line of said NE ¼ of SW ¼, Isanti County, Minnesota

AND

That part of the South 295 feet of the NE ¼ of SW ¼ (as measured at right angles to the south line of said NE ¼ of SW ¼), lying Easterly of the Easterly right of way line of State Trunk Highway No. 65 and lying Westerly of a line drawn parallel with and distant 66 feet Easterly of said Easterly right of way line of State Trunk Highway No. 65, (as measured at right angles to said easterly right of way line).

EXCEPT

The north, south and west 10.00 feet of said Lot 2 drainage and utility easement only, as measured at right angles to north, south and west lines of said Lot 2.

A public hearing was set by the City Council August 16th, 2016 for the September 20th, 2016 City Council meeting.

Public Hearing Notice
Notice was published within the Isanti County News on Wednesday, August 31st and Wednesday, September 7th. Notice was also provided to property owners living within the subject area of the vacation that may be impacted by such a vacation. City staff has received no questions or comments regarding the vacation.

Staff Request
City Staff is requesting action on this item.

Attachments
- Findings of Fact
- Resolution No. 2016-XXX
- Property Survey showing Easement Location

FINDINGS OF FACT AND CONCLUSION

Request

Request from Property Resource Group for the Vacation of that part of Lot 2, Block 1, ISANTI COMMONS SECOND ADDITION, Isanti County, Minnesota, described as follows:

The South 66 feet of that part of the NE ¼ of SW ¼ lying Easterly of the Easterly right of way line of State Trunk Highway No. 65, as measured at right angles to the south line of said NE ¼ of SW ¼, Isanti County, Minnesota

AND

That part of the South 295 feet of the NE ¼ of SW ¼ (as measured at right angles to the south line of said NE ¼ of SW ¼), lying Easterly of the Easterly right of way line of State Trunk Highway No. 65 and lying Westerly of a line drawn parallel with and distant 66 feet Easterly of said Easterly right of way line of State Trunk Highway No. 65, (as measured at right angles to said easterly right of way line).

EXCEPT

The north, south and west 10.00 feet of said Lot 2 drainage and utility easement only, as measured at right angles to north, south and west lines of said Lot 2.

Findings of Fact

1. The applicant received Final Plat Approval for Isanti Commons Second Addition on January 19th, 2016 (Resolution No. 2016-015).
2. The petitioner has petitioned for the vacation of an ingress/egress, drainage and utility easement shown on such plat for Isanti Commons Second Addition.
3. Such property is legally described as Lot 2, Block 1, Isanti Commons Second Addition.
4. The property is zoned "B-2" General Business District within Isanti Commons.
5. The property is currently vacant.
6. The petitioner is requesting the vacation of the easement in order to develop the site. Drainage that was intended to go into these easements will be redirected to a pond that will be constructed as part of this lots development. The ingress/egress easement is no longer necessary to access the lot.
7. A complete application was received on August 3rd, 2016 and a public hearing date was set by the City Council on August 16th, 2016 for Tuesday, September 20th, 2016 (Resolution No. 2016-249).
8. Notice of the Vacation of an Easement Area was published within the Isanti County News on Wednesday, August 31st, 2016 and Wednesday, September 7th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
9. Property taxes are up to date and current as of September 8th, 2016.

Conclusions

1. The vacation of the drainage easements will not adversely affect the public as drainage will be redirected to an onsite pond and the ingress/egress easement is no longer needed for access to the property.

Decision

The City Council reviewed the item at their regularly scheduled meeting on **September 20th, 2016.** The meeting minutes will be made part of the Findings of Fact.

CERTIFICATE OF COMPLETION

Lindsey McInnis, Human Resources/City Clerk of the City of Isanti, State of Minnesota, pursuant to Minnesota Statutes 412.851 hereby states as follows:

1. NOTICE IS HEREBY GIVEN that pursuant to the attached Resolution duly adopted by the City Council of Isanti, Isanti County, Minnesota, as provided under Minnesota Statutes 412.851 and Minnesota Statutes 462.358, Subd. 7, that the City Council of Isanti has completed the vacation of the public drainage and utility easement as described herein as of February 16, 2016.

2. Attached hereto is a copy of said Resolution, which copy is hereby certified to be true and correct copy of the original Resolution, on file and of record in the office of the City Clerk in and for the City of Isanti.

3. The subject public drainage and utility easement which has been vacated by the City of Isanti is as described on the attached Exhibit "A", attached hereto and made a part hereof.

4. The City Clerk hereby certifies that said vacation as evidenced by Resolution No. 2016-XXX attached hereto, has been completed.

CITY OF ISANTI

Dated: _____

By: _____
Its City Clerk

'EXHIBIT A'

CITY OF ISANTI
COUNTY OF ISANTI
STATE OF MINNESOTA

RESOLUTION NO. 2016-XXX

A RESOLUTION VACATING AN INGRESS/EGRESS AND UTILITY EASEMENT

THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Council of the City of Isanti previously passed Resolution No. 2016-004 noting its interest in vacating pursuant to Minnesota Statute 412.851 easements legally described as:

That part of Lot 2, Block 1, ISANTI COMMONS SECOND ADDITION, Isanti County, Minnesota, described as follows:

The South 66 feet of that part of the NE ¼ of SW ¼ lying Easterly of the Easterly right of way line of State Trunk Highway No. 65, as measured at right angles to the south line of said NE ¼ of SW ¼, Isanti County, Minnesota

AND

That part of the South 295 feet of the NE ¼ of SW ¼ (as measured at right angles to the south line of said NE ¼ of SW ¼), lying Easterly of the Easterly right of way line of State Trunk Highway No. 65 and lying Westerly of a line drawn parallel with and distant 66 feet Easterly of said Easterly right of way line of State Trunk Highway No. 65, (as measured at right angles to said easterly right of way line).

EXCEPT

The north, south and west 10.00 feet of said Lot 2 drainage and utility easement only, as measured at right angles to north, south and west lines of said Lot 2;

and setting a public hearing to consider the vacation of such ingress/egress, drainage and utility easement: and,

WHEREAS, a public hearing to consider the vacation of the utility easement was held on the 20th day of September, 2016, before the City Council of the City of Isanti in the City Hall located at 110 First Avenue NW at 7:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the Community Development Director on the 8th day of September, 2016 and all interested and affected persons were given the opportunity to voice their concerns and be heard; and,

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and,

WHEREAS, the City Council of the City of Isanti in its discretion has determined that the vacation will not hinder the public interest because the drainage will be redirected to an onsite ponding area and the ingress/egress easement is no longer necessary in order to access the property; and,

WHEREAS, all members of the City Council of the City of Isanti concur in this Resolution; and,

NOW THEREFORE, BE IT UNANIMOUSLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, COUNTY OF ISANTI, MINNESOTA, that such petition for vacation is hereby granted and the ingress, egress, utility and drainage easement located on the property legally described as Lot 2, Block 1, Isanti Commons Second Addition described as follows be hereby vacated:

That part of Lot 2, Block 1, ISANTI COMMONS SECOND ADDITION, Isanti County, Minnesota, described as follows:

The South 66 feet of that part of the NE ¼ of SW ¼ lying Easterly of the Easterly right of way line of State Trunk Highway No. 65, as measured at right angles to the south line of said NE ¼ of SW ¼, Isanti County, Minnesota

AND

That part of the South 295 feet of the NE ¼ of SW ¼ (as measured at right angles to the south line of said NE ¼ of SW ¼), lying Easterly of the Easterly right of way line of State Trunk Highway No. 65 and lying Westerly of a line drawn parallel with and distant 66 feet Easterly of said Easterly right of way line of State Trunk Highway No. 65, (as measured at right angles to said easterly right of way line).

EXCEPT

The north, south and west 10.00 feet of said Lot 2 drainage and utility easement only, as measured at right angles to north, south and west lines of said Lot 2.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution and that the City Clerk is hereby directed to file a Notice in writing of the completion of these vacation proceedings, together with a certified copy of this Resolution, with the County Recorder in and for Isanti County, Minnesota.

Adopted by the Isanti City Council this 20th day of September 2016.

EFECTIVE DATE: September 20, 2016

	AYES	NAYS
George Wimmer, Mayor		
Dan Collison		
Ross Lorinser		
Paul Bergley		
Steve Lundeen		

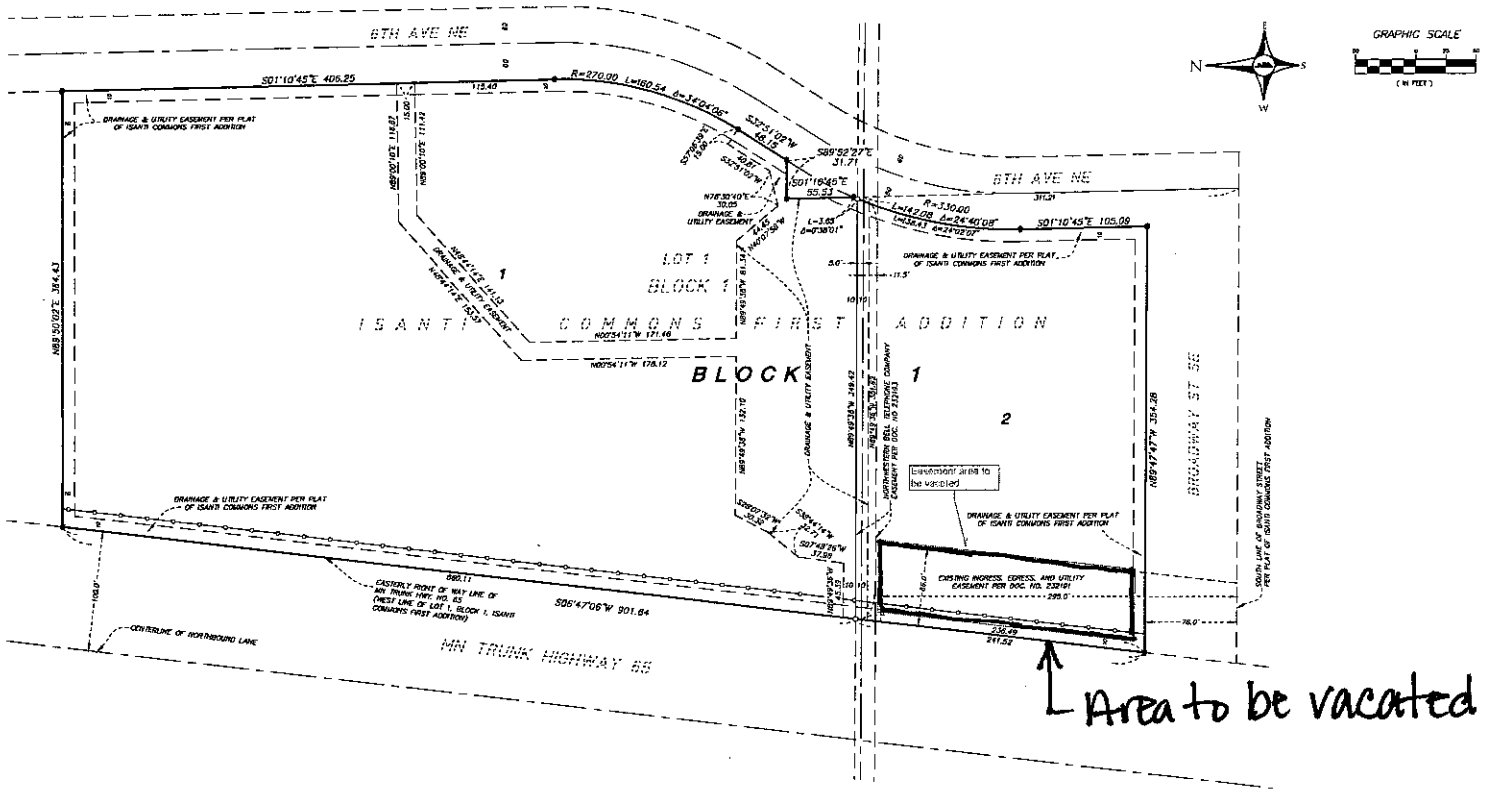
_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

ISANTI COMMONS SECOND ADDITION

SEC. 29, TWP. 35, RNG. 23
ISANTI COUNTY



Area to be vacated

LEGEND

- DENOTES SET IRON MONUMENT
- DENOTES FOUND MONUMENT
- DENOTES ACCESS CONTROL DESIGNATED TO MNDOT ON THE PLAT OF ISANTI COMMONS FIRST ADDITION

NOTE REGARDING WETLANDS

THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES, UNITED STATES CORPS OF ENGINEERS AND OTHER WATER MANAGEMENT AGENCIES HAVE CATEGORIZED VARIOUS WETLANDS, WHICH ARE NOT ACKNOWLEDGED BY CHAPTER 505.01, SUBDIVISION 3 OF MINNESOTA STATUTES AND MAY NOT BE SHOWN HEREON. DEVELOPMENT OF LANDS CONTAINING SAID WETLANDS MAY BE SUBJECT TO SPECIAL CONDITIONS OR LIMITATIONS.

BEARING NOTE

FOR THE PURPOSES OF THIS PLAT, SOUTH LINE OF LOT 1, BLOCK 1, ISANTI COMMONS FIRST ADDITION, IS ASSUMED TO BEAR SOUTH 89 DEGREES 47 MINUTES 47 SECONDS EAST (ISANTI COUNTY MAIN GEODETIC MARKS – 1996 ADJUSTMENT).

KNOW ALL MEN BY THESE PRESENTS: That Isanti Holdings, LLC, a Minnesota limited liability corporation, owner and proprietor of the following described property situated in the County of Isanti, State of Minnesota, to wit:

Lot 1, Block 1, ISANTI COMMONS FIRST ADDITION, according to the plat thereof on file and of record in the office of the County Recorder, Isanti County, Minnesota.

Subject to easements, restrictions, or reservations of record, if any.

Has caused the same to be surveyed and platted as ISANTI COMMONS FIRST ADDITION and do hereby donate and dedicate to the public for public use forever the public way as shown on this plat, and also dedicating the easements as shown on this plat for public utility and/or drainage purposes only.

In witness whereof said Isanti Holdings, LLC has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

_____
Kevin L. Christianson, President

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument by Kevin L. Christianson, President of Isanti Commons, LLC, a Minnesota limited liability corporation, on behalf of the corporation, was acknowledged before me this _____ day of _____, 20___.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that I have surveyed and platted or directly supervised the surveying and platting of the land described on this plat; that this plat is a correct representation of the boundary survey; all mathematical data and labels are correctly designated on the plat; all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as of this date are shown and labeled; and all public ways are shown and labeled; and that there are no wetlands, as defined in MS 505.01, Stbd. 3, or public highways to be designated other than shown. (Subject to note regarding wetlands on the face of this plat.)

_____
Kyle J. Roddy, Land Surveyor
Minnesota License Number 42627

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Kyle J. Roddy, Land Surveyor, Minnesota License Number 42627.

_____ _____ (DO NOT USE STAMP)
SIGNATURE PRINTED NAME

Notary Public, _____ County, Minnesota.
My commission expires _____

I hereby certify that this plat has been checked and recommended for approval as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20___.

_____
Isanti County Surveyor
Minn. License No. _____

Approved by the City Council of Isanti, Minnesota, this _____ Day of _____, 20___, and is in compliance with the provisions of Chapter 505.03, Subd. 2, Minnesota Statutes.

_____ _____
Mayor City Administrator

Approved as to form and execution this _____ day of _____, 20___.

_____
Isanti City Attorney

Recommended for approval this _____ day of _____, 20___.

_____
Isanti City Engineer

Approved by the Planning Commission of the City of Isanti, Minnesota on this _____ day of _____, 20___.

_____ Attest _____
Chairperson Secretary

I hereby certify that the taxes for the year _____ on the property described herein have been paid and that there are no delinquent taxes and transfer entered on this _____ day of _____, 20___.

_____ By _____, Deputy
Isanti County Auditor-Treasurer

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20___ at _____ o'clock __M. and was duly recorded as Document No. _____.

_____
County Recorder, Isanti County, Minnesota.

APA CONSULTING
CAMBRIDGE, MN

K.1.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: September 20, 2016

Subject: Adopting the City of Isanti Rain Garden Incentive Program Policy

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Background:
Mayor Wimmer has approached city staff to begin working on a program to encourage City of Isanti residents to install rain gardens on their properties. Rain gardens can be useful tools in managing stormwater in developed areas where natural infiltration may be limited. City staff believe that residential rain gardens can be a significant tool for managing Isanti's runoff before it is sent back to the Rum River. Rain gardens however, can seem overwhelming to install. In order to promote rain gardens in the City of Isanti, an incentive program has been drafted to help residents who meet the guidelines with 50% of the cost of installing the garden, as well as providing resources to research, plan, and implement the gardens on their property.

The funds in the amount of $5000 for a residential rain garden incentive program have been allocated through the Stormwater Fund in the 2017 preliminary budget. The program would reimburse qualifying participants for up to 50% or $500 of the costs to install a rain garden. Participants would agree to maintaining their gardens for 5 years after installation. Program details are included in the application materials, and have been provided for Council review.

If approved by Council, city staff will create a separate page on the City of Isanti's website, a promotional brochure, and all application-related materials. Additional resources for interested residents will also be compiled and made available.

Staff Request:
Staff are requesting that Council review the drafted incentive program and provide direction for implementing the program in 2017.

Attachments:
- Resolution 2016 – XXX
  - Residential Rain Garden Incentive Program Policy
- Draft Residential Rain Garden Incentive Program Application

RESOLUTION NO. 2016-XXX

A RESOLUTION ADOPTING THE CITY OF ISANTI RESIDENTIAL RAIN GARDEN INCENTIVE PROGRAM POLICY

WHEREAS, the City of Isanti believes that rain gardens are a powerful stormwater management tool; and,

WHEREAS, the City of Isanti would like to encourage its residents to install rain gardens on their property; and,

WHEREAS, the City of Isanti Residential Rain Garden Incentive Program will assist with the financial investment for residents undertaking rain garden projects on their property; and,

WHEREAS, incentives will be reimbursement-based, and sourced from the Stormwater Fund as allocated by City Council in the annual budget; and,

WHEREAS, the program will begin in 2017, and $5000 has been allocated in the 2017 preliminary budget in the Stormwater Fund;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby adopts the City of Isanti Residential Rain Garden Incentive Program, as provided in 'Exhibit A' with the following conditions:

- The program may be reviewed annually by city staff
- The amount of future program reimbursements will be determined during the budget planning process each year

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

'Exhibit A'

A Community For Generations.

Isanti

Rain Garden Incentive Program

Purpose

To encourage resident involvement in stormwater management practices through implementation of residential rain gardens.

Policy

The City of Isanti Rain Garden Incentive Program encourages residents to install rain gardens on their property and supplies resources and monetary assistance to help with the process.

Procedure for Awarding Incentives

The following procedure should be followed when applying to the Rain Garden Incentive Program:

- Interested residents may request an application from the City of Isanti or download it from the city's website.
- Applicants will need to evaluate their property and determine if a rain garden is appropriate, and whether they have the time and resources to commit to installing and maintaining the garden.
- Complete applications can be returned to City Hall, mailed to City of Isanti, PO Box 428, Isanti, MN 55040, or emailed to isantiparks@cityofisanti.us
- Applications will be reviewed by city staff for completeness and compliance to all program guidelines.
- Incentives will be awarded on a first-come basis, and applicants will receive reimbursements upon completing installation of the rain garden and submitting all necessary paperwork and receipts.

Program Eligibility

All City of Isanti property owners are eligible to apply. Each parcel will be considered only once (multiple rain gardens may be installed on a parcel, but only one application should be submitted). Applicants must commit to maintaining the garden for 5 years and allow the City of Isanti to share rain garden site and related materials with the public.

Adoption Date

September 20, 2016

K.2.

ORDINANCE NO. XXX

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 8, CITY COUNCIL, AMENDING ARTICLE III, RULES OF ORGANIZATION

THE CITY COUNCIL OF THE CITY OF ISANTI HEREBY ORDAINS AS FOLLOWS:

The Code of the City of Isanti, Chapter 8 City Council, Article III, 8-13, Paragraph K. Conflicts of Interest is hereby amended as follows:

ARTICLE III, **Rules of Organization**

8-13, Paragraph K.

K. Conflict of Interest. Any Council member prevented from voting because of a conflict of interest shall refrain from debate and voting. That Council member may choose to leave the Council Chambers during debate and voting. A Council member shall not serve as representative for any person or group having business before the Council nor shall a Council member advocate for the interest of any business or individual having business before the Council but who is not personally present or otherwise represented at the City Council meeting.

Effective Date.
This Ordinance shall take effect the day following its publication in the City's Official Newspaper.

Adopted by the Isanti City Council of the City of Isanti, Minnesota this 20th day of September 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources / City Clerk

(SEAL)

Reading Date: September 20, 2016
Effective Date: September 28, 2016
Publication Date: September 28, 2016

A Community For Generations.

Isanti

K.3.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: September 20, 2016

Subject: A Resolution Accepting the Conveyance of Outlots located within the Savannah Run Development.

Background

It was discovered by staff that several outlots within the Savannah Run development had not been deeded to the City. The outlots included in the conveyance are:

Outlot A – storm water ponding
Outlot B – storm water ponding

The development agreement for Savannah Run was entered into by the developer and the City of Isanti on April 5th, 2006. As part of the development agreement, Section 3 Municipal Improvements (e) states that "drainage easements shall be given so as to cover ponding based upon 100-year high water levels. No public storm water ponding shall occur on any residential lot except in drainage and utility easement areas as identified on the plat. Developer shall construct drainage ponds and shall convey title to the Outlots upon which said ponds are constructed to the City, said conveyance shall be free and clear of any taxes due and if recorded after the county cut off period the Developer shall be responsible for all taxes the following year. Upon acceptance and the expiration of the warranty period the City shall be responsible for all pond maintenance".

Woodland Development has drafted a Quit Claim Deed in order to convey the lots to the City. The deed was reviewed by the City Attorney.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-
- Quit Claim Deed as prepared by Woodland Development Corporation on August 30, 2016
- Map of Outlot Areas

RESOLUTION NO. 2016-

A RESOLUTION ACCEPTING THE CONVEYANCE OF OUTLOTS A AND B LOCATED WITHIN THE SAVANNAH RUN DEVELOPMENT

WHEREAS, City staff has identified outlot areas within the Savannah Run development, which were to be conveyed to the City; and,

WHEREAS, the identified outlots contain storm water ponding; and,

WHEREAS, the Development Agreement entered into by the City and the Developer for the development known as Savannah Run in April 2006 required that the outlots be conveyed to the City free and clear of any taxes due and if recorded after the county cut off period the developer would be responsible for all taxes the following year; and,

WHEREAS, the property owner (Woodland Development Corporation) has prepared the necessary Quit Claim Deed conveying such outlots legally described as: Outlot A and Outlot B, Savannah Run, Isanti County, Minnesota; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota hereby accepts the conveyance of Outlots A and B within the Savannah Run development.

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: $ 1.65

DATE: August 30, 2016
(month/day/year)

FOR VALUABLE CONSIDERATION, Woodland Development Corporation
(insert name of Grantor)

a corporation under the laws of Minnesota ("**Grantor**"),

hereby conveys and quitclaims to the City of Isanti
(insert name of Grantee)

a municipality under the laws of Minnesota ("**Grantee**"),

real property in Isanti County, Minnesota, legally described as follows:

Outlots A and B, Savannah Run, Isanti County, Minnesota.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- ■ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____)
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Woodland Development Corporation
(name of Grantor)

By: Pamela J Westlund
(signature)

Its: C.E.O.
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of Anoka

This instrument was acknowledged before me on August 30, 2016 (month/day/year), by Pamela S. Westlund (name of authorized signer) as C.E.O. (type of authority)

and by _____ (name of authorized signer)

as _____ (type of authority) of Woodland Development Corporation (name of Grantor).

(Stamp)

DEBRA J MAROHN
NOTARY PUBLIC
MINNESOTA
My commission exp. Jan 31, 2020

Debra J Marohn
(signature of notarial officer)

Title (and Rank): NOTARY PUBLIC

My commission expires: 1-31-2020 (month/day/year)

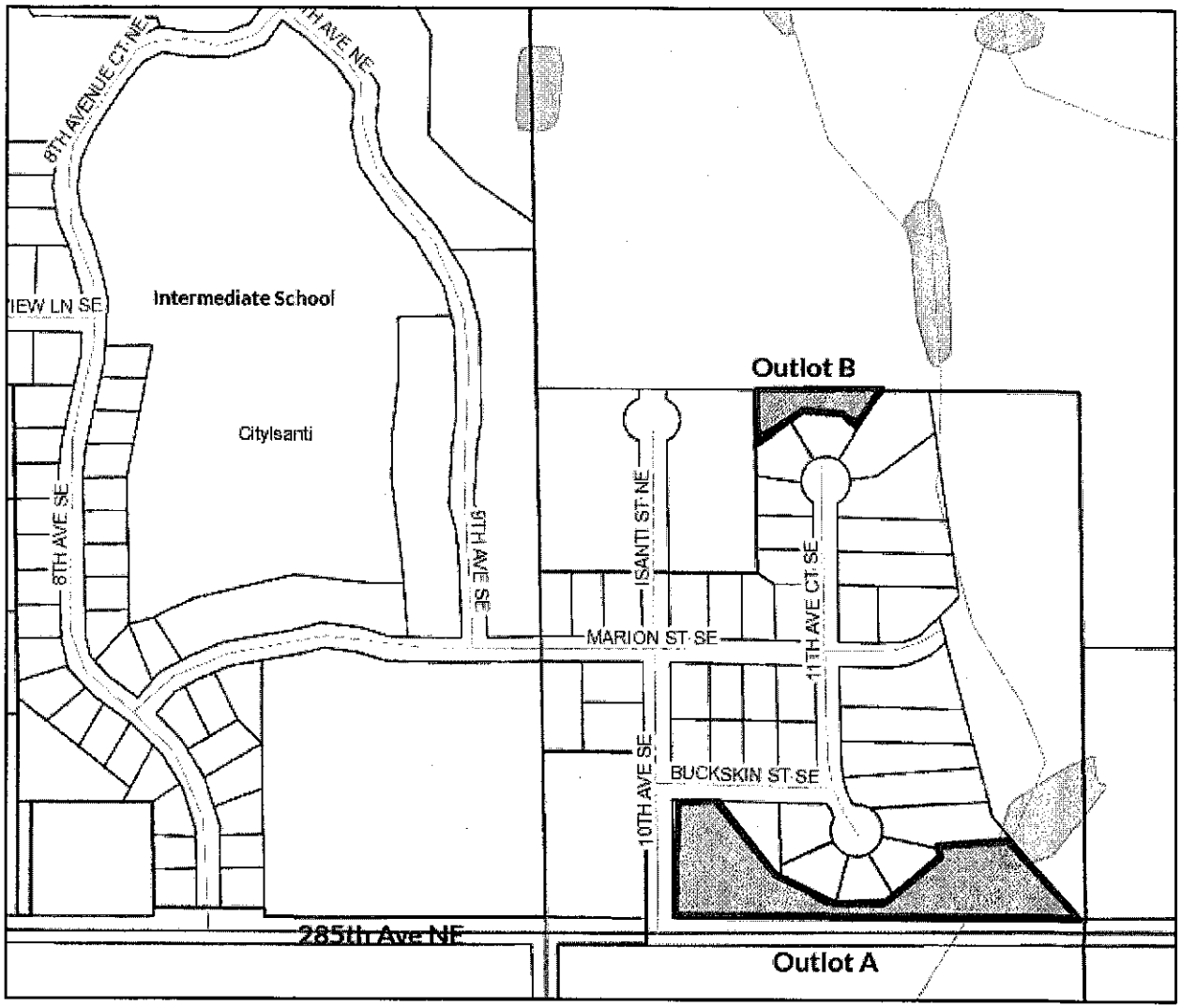
THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Woodland Development Corporation
13632 Van Buren Street N.E.
Ham Lake, Minnesota 55304

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert legal name and residential or business address of Grantee)

The City of Isanti
110 - 1st Avenue N.W.
Isanti, Minnesota 55040-0428

SAVANNAH RUN



A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: September 20, 2016

Subject: Request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota.

Background

Tim Taylor of Taylor Holdings Inc., owner of the remaining vacation lots in Villages on the Rum Third Addition Phase 4, is requesting to reduce the sideyard setbacks. When the plat was approved it was stated that homes shall follow the R-3 zoning requirements. At that time, a 15' setback was required on each side of the property. In 2008, when the zoning code was repealed and replaced, sideyard setbacks were reduced to 10'. Six homes out of the 16 lots that comprise VOR 3, 4 have been constructs and all six homes have less than a 15' sideyard setback on at least one side, if not both.

Mr. Taylor is requesting a 10' sideyard setback for the home and a 5' sideyard setback for the garage in order to accommodate 3 stall garages. Similar requests have been approved for Villages on the Rum Third Addition Phase 3, Villages on the Rum 4th Addition, and portions of Fairway Greens. The front and rear setbacks will remain at 30 feet.

Public Notice

Notice of the Amendment to the Planned Unit Development was published in the official City newspaper, Isanti County News; on Wednesday, August 31, 2016. Written notification was sent to surrounding properties owner located within 350' of said development.

Public Comments

No public comments had been received regarding the proposed amendment prior to the release of the staff memo.

Deadline for City Council Action

The applicant submitted a complete application for the amendment to the Villages on the Rum Third Addition, Phase 4 Planned Unit Development on August 8, 2016. Pursuant to Minnesota State Statute, the City must act on this request by October 7, 2016 (60-days); unless an extension of the review period has been agreed to by the applicant.

Development and Operations Advisory Committee Comments

City staff is requesting a recommendation on the proposed Planned Unit Development Amendment request. The recommendation would carry forward to the City Council meeting on Tuesday, September 20, 2016. The Development and Operations Advisory Committee reviewed the request at their meeting held on

Thursday, August 18th. The Development and Operations Advisory Committee had the following comments/conditions:

1. The only item being amended as part of the applicant's request is the interior side yard setback for an attached garage only (not the entire garage side of the home) and the side yard setback for the home. The interior side yard setback for an attached garage would be decreased from fifteen (15) feet to five (5) feet and the home setback would be decreased from fifteen (15) feet to ten (10) feet. All other previously approved standards, conditions, and plans associated with the original Villages on the Rum Third Addition, Phase 3 Planned Unit Development must be met.

Planning Commission Recommendation:

Motion by Lundeen second by Bergley to recommend approval of the request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota with the following conditions:

1. All other previously approved standards, conditions, and plans associated with the original Villages on the Rum Third Addition, Phase 4 Planned Unit Development must be met.

Motion carried unanimously.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request by Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request by Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request by Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota for the following reasons……
4. Table: Motion to table the request by Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016-XXX
- Findings of Fact and Conclusion
- Letter of Request provided by Tim Taylor of Taylor Holdings, Inc. dated July 21, 2016, which includes a home rendering showing three a stall garage.
- Copy of the Grading Plan for Villages on the Rum 3rd Addition, Phase 4 as prepared by Anderson Land Surveying
- Copy of Final Plat for Villages on the Rum 3rd Addition, Phase 4 as prepared by Anderson Land Surveying

RESOLUTION NO. 2016-

A RESOLUTION APPROVING AN AMENDMENT TO THE VILLAGES ON THE RUM THIRD ADDITION, PHASE 4 PLANNED UNIT DEVELOPMENT TO REDUCE THE INTERIOR SIDE YARD SETBACK FROM FIFTEEN (15) FEET TO TEN (10) FEET FOR THE HOME AND FROM FIFTEEN (15) FEET TO FIVE (5) FEET FOR AN ATTACHED GARAGE (GARAGE PORTION ONLY)

WHEREAS, Timothy Taylor, on behalf of Taylor Holdings Inc. (the 'applicant') submitted a complete application for an amendment to the conditional use permit for the Villages on the Rum Planned Unit Development to include all property located within Villages on the Rum Third Addition Phase 4 Development; and,

WHEREAS, the Amendment to the Villages on the Rum Planned Unit Development interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only); and,

WHEREAS, all required public notices regarding the public hearing were posted and sent; and,

WHEREAS, the Isanti Planning Commission held a public hearing on the request at their regularly scheduled meeting on September 13th, 2016; and,

WHEREAS, the Planning Commission recommended approval of the proposed amendment to the Villages on the Rum Third Addition, Phase 4 Planned Unit Development; and,

WHEREAS, the City Council reviewed the Amendment to the Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only) at its regularly scheduled meeting on September 20th, 2016; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that it adopts the Findings of Fact and Conclusion related to the requested Amendment to the Villages on the Rum Third Addition Phase 4 Development as legally described within this Resolution and **BE IT FURTHER RESOLVED** that the requested amendment to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only) side be hereby approved with the following conditions/stipulations:

1. All other previously approved standards, conditions, and plans associated with the original Villages on the Rum Third Addition, Phase 4 Planned Unit Development must be met.

Adopted by the Isanti City Council on this 20th day of September 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota.

Findings of Fact

1. The applicant, Tim Taylor, on behalf of Taylor Holdings Inc. purchased the ten (10) remaining vacant lots within the Villages on the Rum Third Addition, Phase 4 development.
2. The City of Isanti, approved the Villages on the Rum Development with its various additions and phases; and entered into an agreement with the developer for each individual addition and/or phase.
3. The property located within the portion of the Planned Unit Development known as Villages on the Rum Third Addition, Phase 4.
3. The property is zoned "PUD-R" Planned Unit Development Residential.
4. The developer does not wish to change the overall general concept approved for this portion of the development; however, is requesting an amendment to the side yard setbacks originally approved for the development.
5. Within the Villages on the Rum Third Addition, Phase Four portion of the development, the side yard setback for both the house and garage side, is fifteen (15) feet.
6. The developer would like to enable any potential property owner within the development the opportunity to have a three-stall garage. This does exceed the requirements placed upon the original Planned Unit Development, as a 400 square foot garage is required.
7. Such an amendment is considered a major change requiring a public hearing and notification of all property owners within 350'; and final approval by the City Council.
8. The initial Planned Unit Development for Villages on the Rum and all subsequent additions and phases had been established through the issuance of a Conditional Use Permit for a PUD; in which all plans are considered to be part of the approved PUD.
9. The Applicant submitted a complete application for an Amendment to the Conditional Use Permit for a Planned Unit Development on August 8th, 2016.
10. A public hearing date before the Planning Commission was scheduled for Tuesday, September 13th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
11. Notice of the Amendment to the Planned Unit Development request was published within the Isanti County News on Wednesday, August 31st, 2016. Notices were sent to all property owners located within the development and within 350 feet of the subject property.
12. Section 10 Special Purpose Districts, Article 3 Planned Unit Development District establishes the objectives and rules/regulations for the review and approval of these types of developments.
13. Section 21, Article 2: Conditional Uses, Subdivision 3 Procedures (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Conditional Use Permit request. In addition, the Conditional Use Permit Request is subject to general performance standards and criteria as provided within Section 21, Article 2 Conditional Uses, Subdivision 4 General Performance Standards.

Conclusions

A. In review of the factors established in Section 21, Article 2 Conditional Uses (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
      The developer is not looking to increase the density or number of units, rather is looking to provide for different housing options for buyers within the area. The request is consistent with the policies that are currently in place as the development was approved based on a set of policies that have since been repealed.
   2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.

The property does have an R-3A designation, but the development was approved as a PUD. While the setback within the R-3A designation is ten (10) feet for a side yard, the PUD designation does allow for modifications from the R-3A standards providing the developer is meeting the intent of the PUD ordinance. Within a residential PUD, the underlying zoning district is the guides the initial development; however, density bonuses/transfers, etc. are all options when developing using this concept.

3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   The side yard setback reduction will not be detrimental or endanger the public health, safety, morals, or comfort. The City has permitted this type of reduced side yard setback in other planned unit developments. The request is not necessarily inconsistent with previous approvals in residential areas where there are smaller lots, smaller homes, and higher densities. The smaller setback for the garage would allow for an additional stall, in which a future homeowner could store items inside rather than outside on the lot. The five (5) foot setback as proposed does meet the building code requirements.
4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
   The proposed use does not appear to be injurious to surrounding properties, nor does the proposed use appear to impair property values in the neighborhood. In terms of the reduced side yards within the Villages on the Rum Third Addition, Phase Four portion of the development, the reduction in the side yard is not different from what has been permitted in other developments. The developer intends to maintain all of the other requirements approved for this portion of the VOR PUD. The addition of a three stall garage to the home may actually increase values in the area.
5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
   The reduction in the side yard setback in the development would not appear to impede the normal and orderly development of surrounding properties. The lots were previously platted and several properties have already been developed. While these properties have only been developed for a two car garage, the placement of a three stall garage on the surrounding properties will not impede further development on these parcels. There are many developments in which the number of garage stalls on lots throughout the development varies.
6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
   All of the properties throughout the development have adequate public facilities and services, in which to accommodate the proposed use for each vacant parcel.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
   As for the reduction of the side yard setback for an attached garage, if the property were to be zoned based upon the lot size and home size that was negotiated for this segment of the development, a ten-foot side yard setback would be required on the home side. However, the property is part of a PUD, in which modifications are allowed to be made to the underlying ordinance requirements providing the developer is meeting the intent of the PUD ordinance.
8. The conditional use complies with the general and specific performance standards as specified by within this Article.
   The proposed use has been evaluated against the general performance standards provided for within the Zoning Ordinance. The evaluation can be found below.

B. In review of the general performance standards established in Section 21, Article 2 Conditional Uses, Subdivision 4, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics):*

1. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
   The volume of traffic should not change much or at all. The street is sufficient for this development and beyond.

2. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
All properties were developed in accordance with the zoning ordinance that was in place at that time. This does not appear to be an issue for the development. The street system through this segment of the development has been platted and constructed according to specifications.

3. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Sidewalk has been provided where required throughout the development.

4. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
All properties have or will have a driveway constructed in accordance with zoning requirements.

5. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

6. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

7. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
As the lots develop, they will be required to meet the landscaping requirements as provided within the zoning ordinance.

8. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
Not applicable, residential neighborhood. Street lighting has been provided and homes are anticipated to have lighting as well.

9. The site drainage system shall be subject to the review and approval of the City Engineer.
The site drainage will be reviewed in accordance with approved grading plans.

10. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
All units that have been constructed or will be constructed in the future will meet any covenants or restrictions as may be required by the PUD.

11. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
All properties have or will have trash/recyclable service in accordance with City Code requirements.

12. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
Not applicable.

13. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The PUD was designed and approved in accordance with federal, state, and county laws that may be applicable.

14. Any applicable business licenses mandated by City Code are approved and obtained.
Not Applicable.

15. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not Applicable.

16. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformities shall be eliminated.
Overall, the development was created so as to meet any performance standards as required by the zoning ordinance and the plans approved by the City. Any future home to be constructed on a

vacant lot within the development will meet the intent of the original planned unit development. The homes that have been constructed would still meet the necessary requirements of the PUD.

17. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.
Additional conditions may be placed upon the approval to ensure that through the reduction of the interior side yard setback, for any attached garage on a future home does not have negative affects upon surrounding properties or the community. Such conditions would be outlined below.

C. The reduction in the interior side yard setback for the attached garage only was found to be consistent with the existing platted density within the Villages on the Rum Third Addition, Phase 4 Planned Unit Development.

Decision

The Planning Commission reviewed the request in a public hearing on **September 13th, 2016**. The meeting minutes shall be made a part of the Findings of Fact and Conclusion.

Planning Commission: Motion by Lundeen second by Kennedy to recommend approval of the request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota based on the Finding of Fact and Conclusions with the following conditions:
All other previously approved standards, conditions, and plans associated with the original Villages on the Rum Third Addition, Phase 4 Planned Unit Development must be met.

Motion carried unanimously.

July 21, 2016

Roxanne Achman
Community Development Director
City of Isanti

Dear Roxanne;

I would like to make a change to the lots I currently own. They have a side setback of 15 feet and 15 feet. I would like to make a request to amend this to 10 feet and 5 feet. The purpose is to fit a three car garage on the property. The plan is to put two story houses on the parcels.

The houses should be priced in the area of $235-$245; making them some of the more expensive houses in the city. To make this project successful, owners will want a three car garage.

I have included a site plan and if you look at it, you will see that the shape of the lot on the opposite corners restricts the three car garage. Opening it up to 5 and 10 will allow the 3 car garage and there will still be space between the houses.

I have also included a print of the house style we are planning for.

Please contact me if you have any further questions.

Thanks

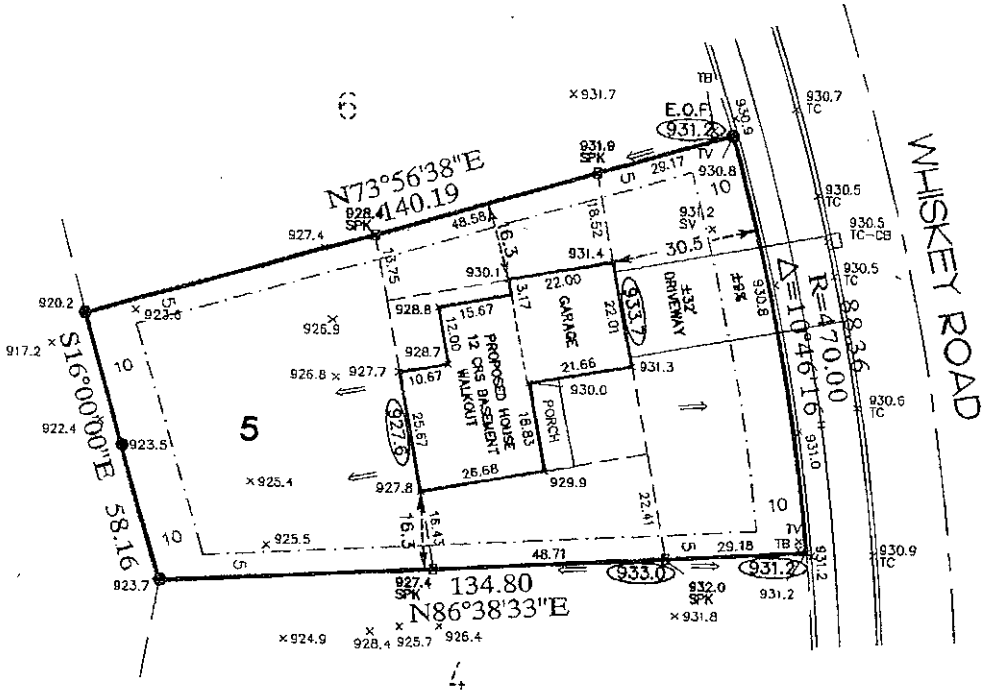
Tim Taylor
Taylor Holdings Inc.
763-245-6507

PDF processed with CutePDF evaluation edition www.CutePDF.com

CERTIFICATE OF SURVEY

FOR: L AND C CONTRACTING
ADDRESS: 917 WHISKEY ROAD, ISANTI

0 30
(IN FEET)
1 inch = 30ft



NOTES

- LOT IS SET UP FOR A SPLIT ENTRY WALKOUT, CONTRACTOR WANTS TO USE A PRELIMINARY, NOT FOR CONSTRUCTION GRADING PLAN FOR HIS FULL BASEMENT WALKOUT ELEVATIONS.
- HOUSE PLACMENT AND ELEVATIONS SET BY CONTRACTOR.
- FIELD WORK COMPLETED ON JULY 14TH, 2016.
- *BEARING'S SHOWN ARE ON ASSUMED DATUM.*
- CONTRACTOR TO VERIFY HOUSE DIMENSIONS, AND SEWER AND BASEMENT DEPTHS.
- FINISHED GRADE 10 FEET FROM PROPOSED BUILDING SHALL BE 0.5 FEET LOWER THAN THE FINISHED GRADE AT THE BUILDING.
- FINISHED GRADE ELEVATIONS ARE TO FINISHED SURFACE WITH TURF ESTABLISHMENT.
- DRIVEWAYS ARE SHOWN FOR GRAPHIC PURPOSES ONLY. FINAL DRIVEWAY DESIGN AND LOCATION TO BE DETERMINED BY CONTRACTOR

NORTH

☐ ⊘ DENOTES EXISTING CATCH BASIN
(1023) DENOTES PROPOSED ELEVATION
×1011.2 DENOTES EXISTING ELEVATION
DENOTES DIRECTION OF DRAINAGE
⊠ DENOTES METAL OFFSET SPIKE

DROP GARAGE 3 CRS. DOWN

PROPOSED ELEVATIONS

GARAGE FLOOR = 933.7
TOP OF BLOCK = 936.2
LOWEST FLOOR = 928.1

LEGAL DESCRIPTION

Lot 5, Block 1, VILLAGES ON THE RUM THRID ADDITION PHASE FOUR, Isanti County, Minnesota.

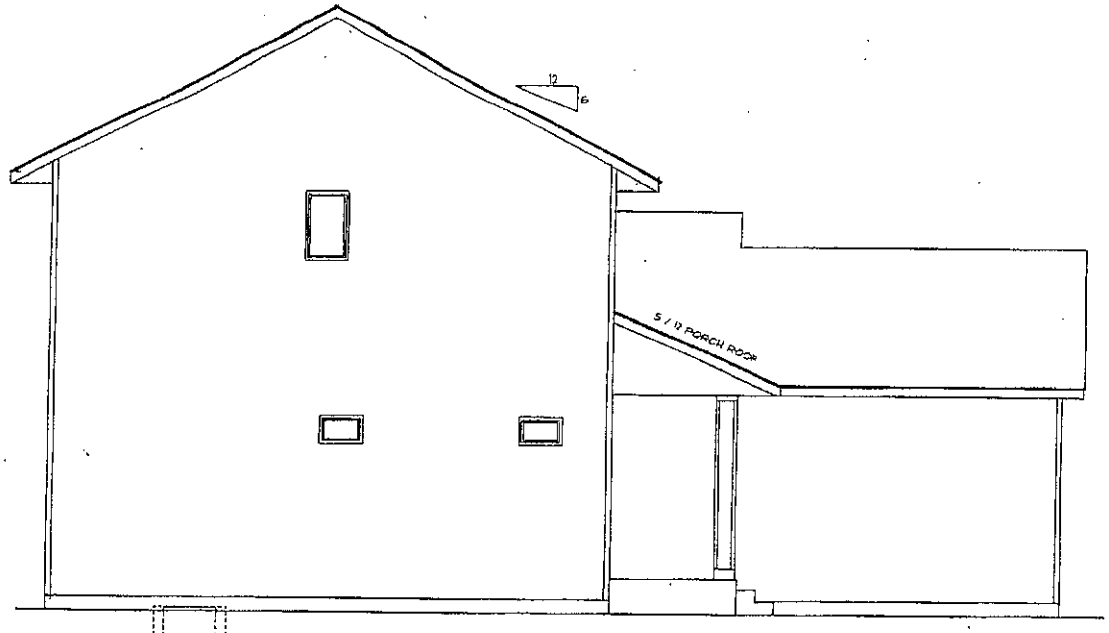
I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

JOSHUA P. SCHNEIDER Date: 7-15-16 Reg. No. 44655

JOB#16340HS

ACRE LAND SURVEYING
Blaine, MN 55449
763-238-6278 js.acrelandsurvey@gmail.com

C:\Users\Josh\OneDrive\Land Desktop 2008\16340hs-VDTR 3rd Add Phase 4\dwg\16340hs.dwg 7/14/2016 11:27:26 AM CDT



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

These plans are prepared as a drafting service only. General contractor assumes full responsibility for all dimensions, grades, elevations, notes, and conformity to local codes. Verify these plans for any possible changes or conversions prior to construction.

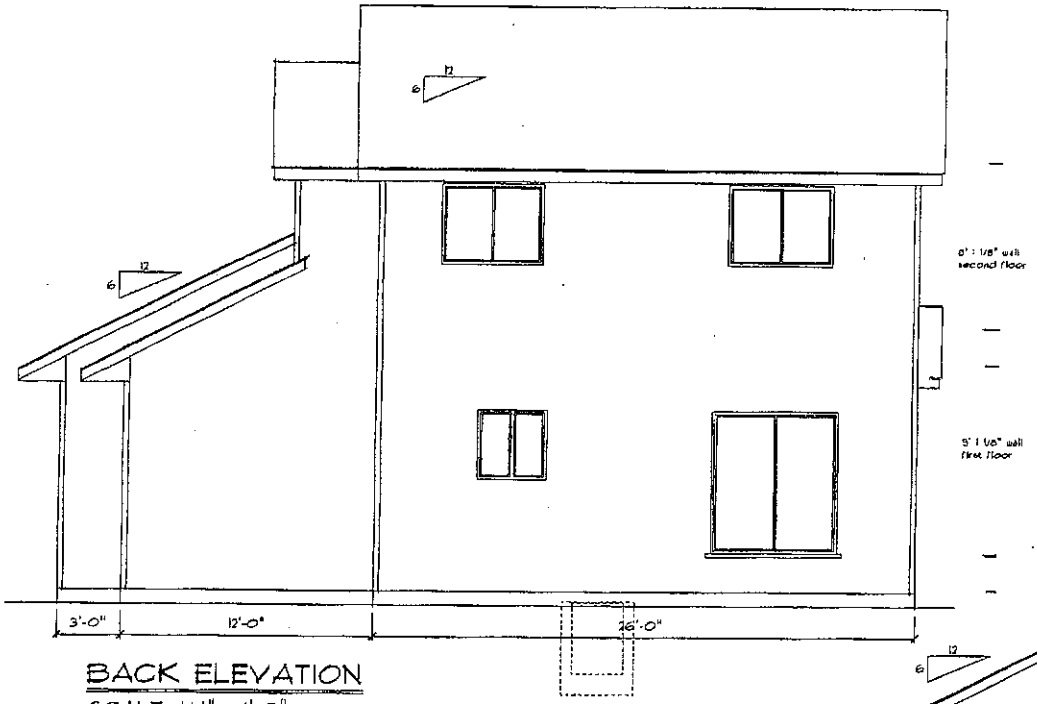
Contractor:

L & C CONTRACTING

for

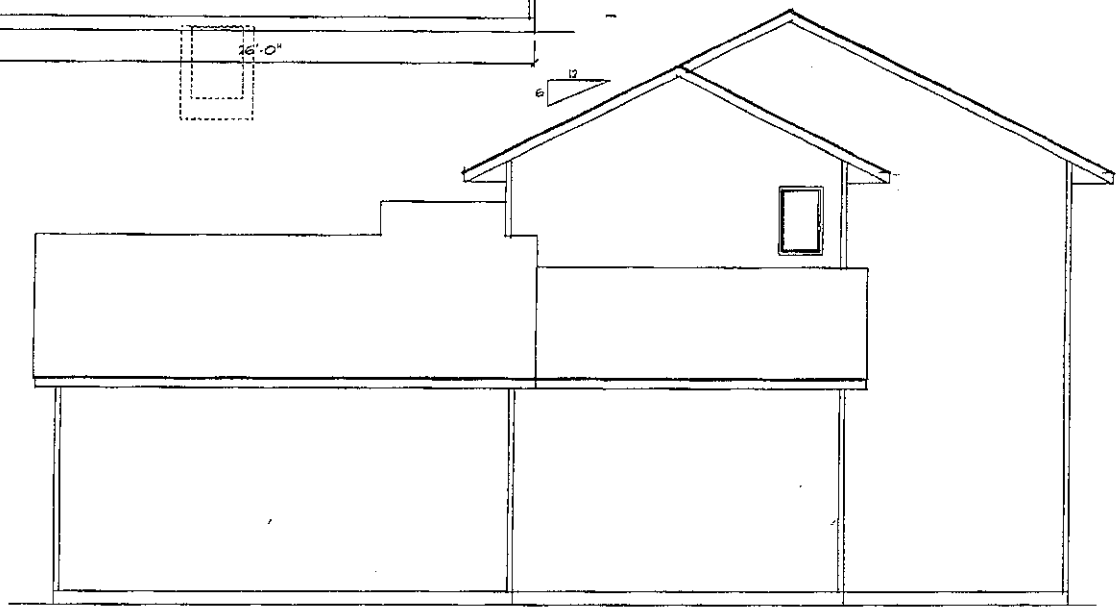
SAVANNA
3 BEDROOM
2-STORY HOME

Date	Revised	plan #	sheet
JUNE 28 2016		L16 233	1 of 6



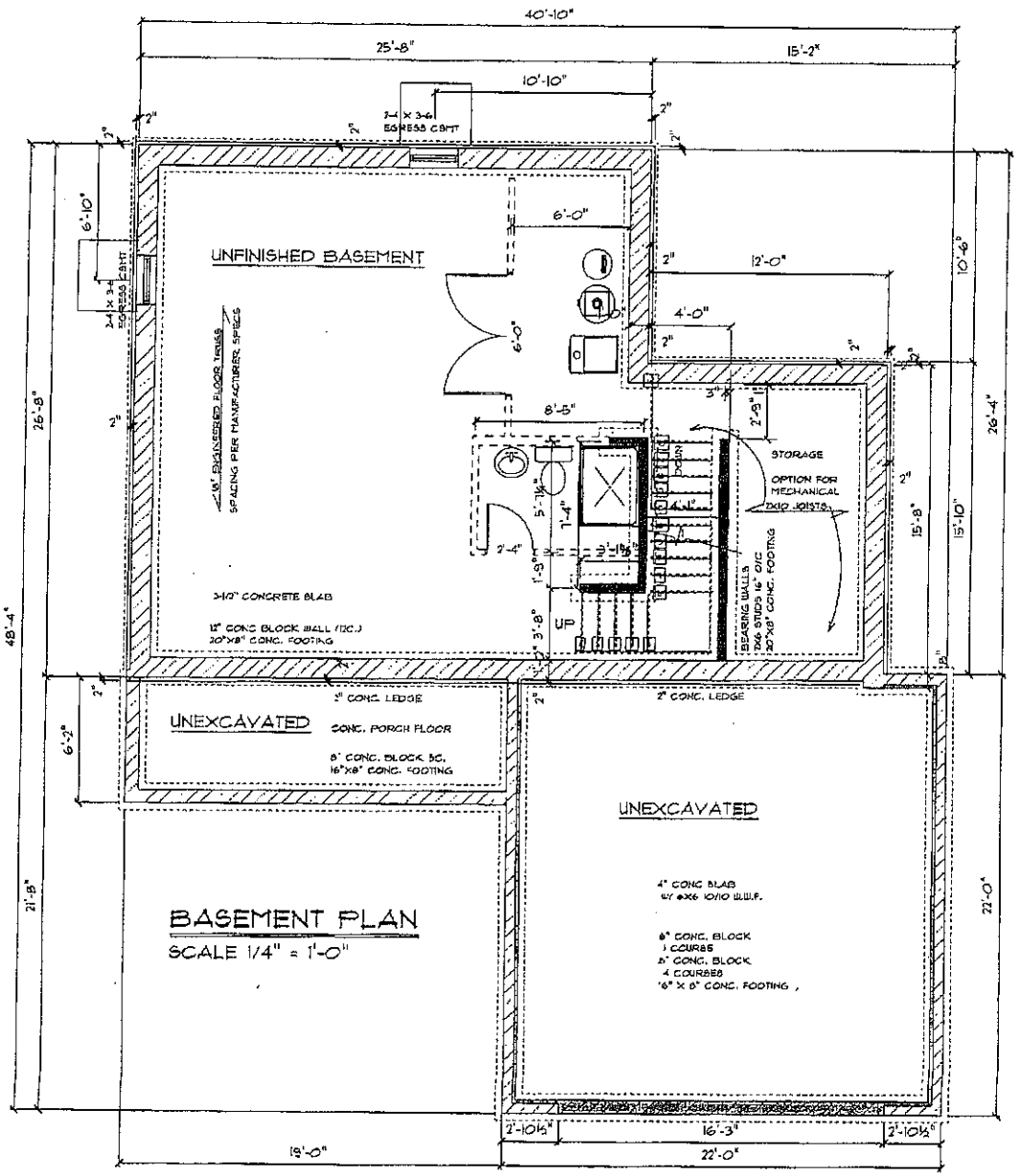
BACK ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



THESE PLANS ARE PREPARED AS A DRAFTING SERVICE ONLY. GENERAL CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DIMENSIONS, GRADES, ELEVATIONS, NOTES AND CONFORMITY TO LOCAL CODES. VERIFY THESE PLANS FOR ANY POSSIBLE CHANGES PRIOR TO CONSTRUCTION.

FOUNDATION NOTES:
- STEP FOOTINGS AS REQUIRED TO MAINTAIN 12" TOP BELOW GRADE, OR AS REQUIRED IN MINNESOTA PROVISIONS TO MRC R403.1.4.1 FOR LOCAL REQUIREMENTS
- ALL STRUCTURAL MEMBERS MUST BE VERIFIED BY THE SUPPLIERS, PER THE MANUFACTURERS SPECIFICATIONS.
- REINFORCE FOUNDATION WALLS PER MINNESOTA RESIDENTIAL CODE TABLE R404-1A (TWO U
- FOOTINGS AS SOIL CONDITIONS REQUIRE.
- FILL BLOCK CORES AT ANY BEAM POCKETS.
- FOUNDATION ANCHORS MINIMUM 72" C/C AND 12" FROM EACH CORNER. OR AS PER MINNESOTA RESIDENTIAL CODE TABLE R403.1.6
- WOOD ON CONCRETE OR LESS THAN 6" FROM GRADE, MUST BE TREATED OR DECAY RESISTANT.

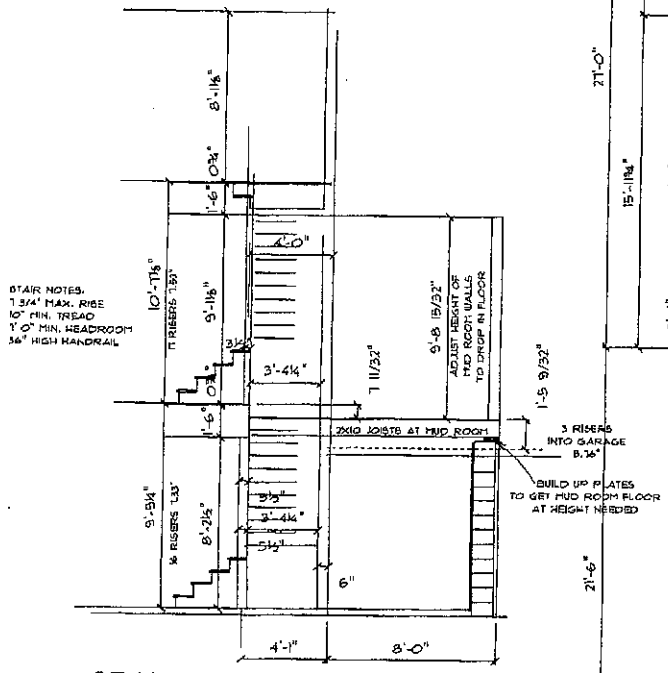
HOLD HOUSE FOUNDATION IN 9" FOR 3" EXTERIOR FOAM

CANTED ENGINEERED SILL PLATE

BASEMENT PLAN

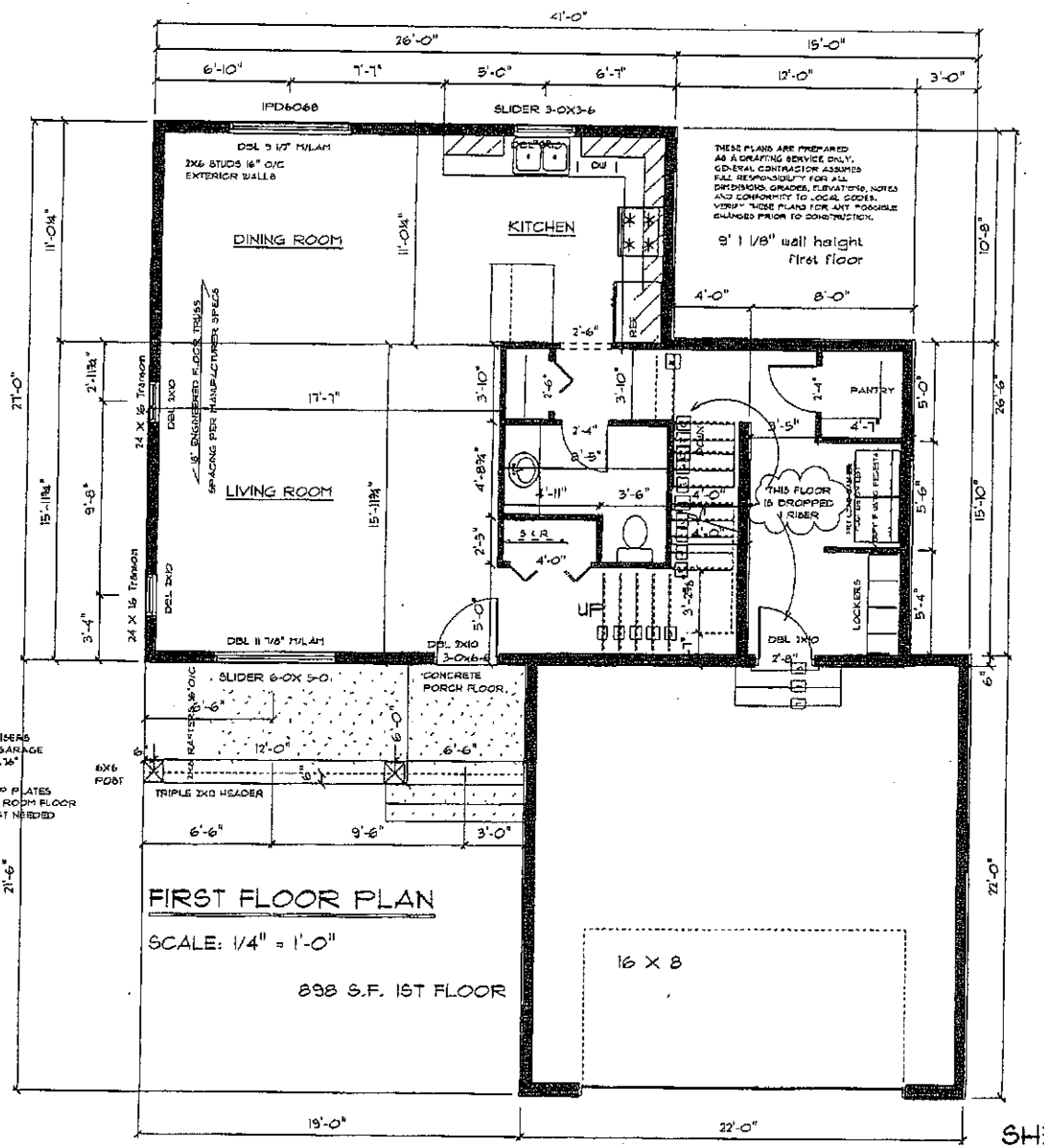
SCALE 1/4" = 1'-0"

SHEET
3 OF 6



STAIR SECTION

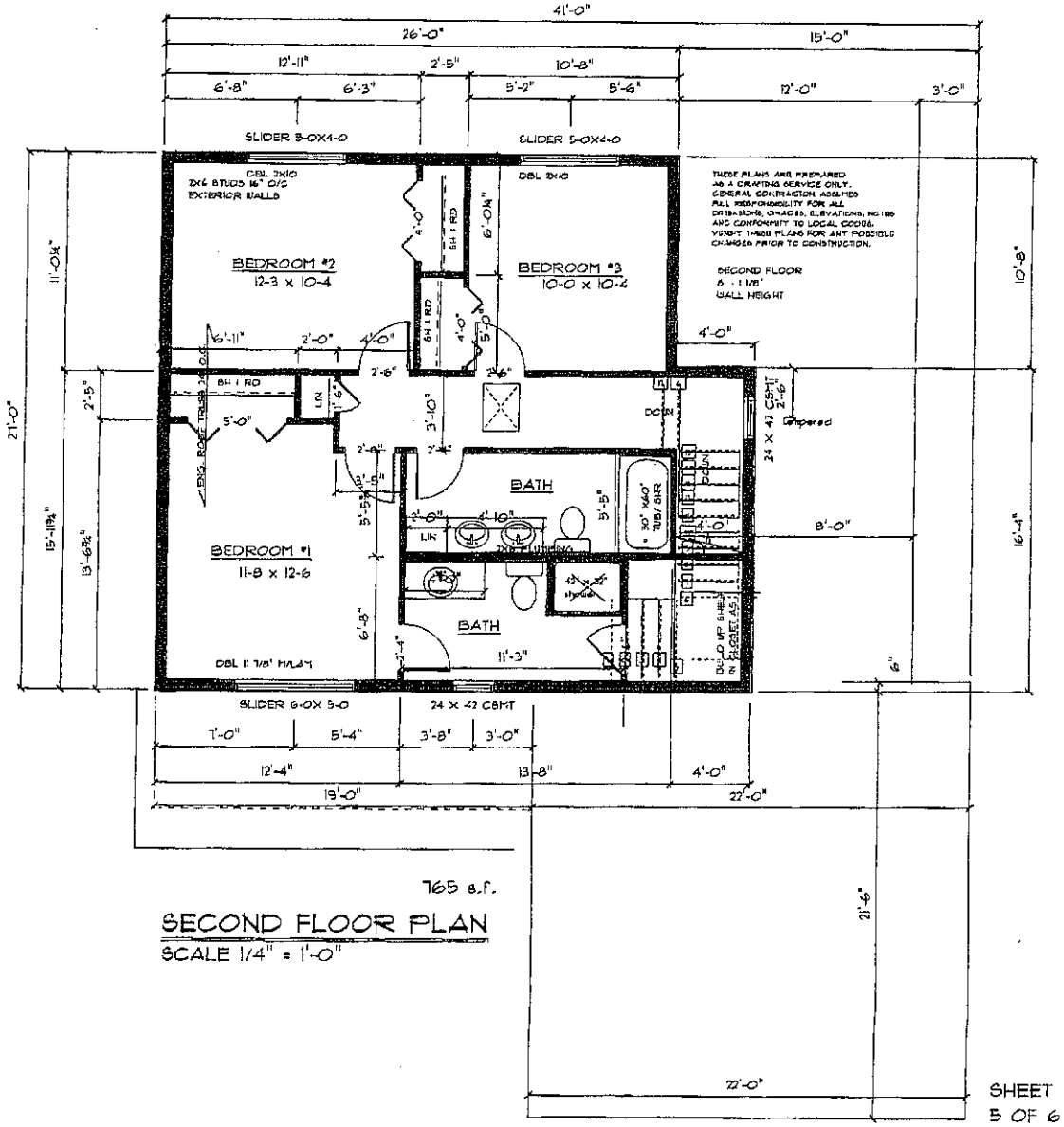
SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

898 S.F. 1ST FLOOR



765 s.f.

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

THESE PLANS ARE PREPARED AS DRAFTING SERVICE ONLY. GENERAL CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ALL DIMENSIONS, GRADES, ELEVATIONS AND CONFORMITY TO LOCAL CODES.

VERIFY DRAWINGS COMPLETELY BEFORE CONSTRUCTION AND HAVE ANY NECESSARY CHANGES MADE.

ROOM SIZES NOTED ARE APPROXIMATE INSIDE DIMENSIONS ONLY.

FOUNDATION NOTES:
- STEP FOOTINGS AS REQUIRED TO MAINTAIN 42" MIN BELOW GRADE, OR AS REQUIRED IN MINNESOTA PROVISIONS TO MRC 1303.1600 FOR LOCAL REQUIREMENTS
- ALL STRUCTURAL MEMBERS MUST BE VERIFIED BY THE SUPPLIERS, PER THE MANUFACTURERS SPECIFICATIONS.
- REINFORCE FOUNDATION WALLS PER MINNESOTA RESIDENTIAL CODE TABLE R404-1-1 (1 thru 7)
- FOOTINGS AS SOIL CONDITIONS REQUIRE.
- FILL BLOCK CORES AT ANY BEAM POCKETS.
- FOUNDATION ANCHORS MINIMUM 72"O/C AND 12" FROM EACH CORNER, OR AS PER MINNESOTA RESIDENTIAL CODE TABLE R404-1 (1)
- WOOD ON CONCRETE OR LESS THAN 6" FROM GRADE, MUST BE TREATED OR DECAY RESISTANT.

WINDOW FALL PROTECTION
PER MINNESOTA CODE 1309.0312

OPERABLE WINDOWS MORE THAN 72" ABOVE GRADE, AND LESS THAN 36 INCHES ABOVE FINISHED FLOORS THAT OPEN ENOUGH FOR A 4 INCH SPHERE TO PASS THROUGH MUST HAVE A WINDOW FALL PROTECTION DEVICE PER ASTM F 2090

FIRE PROTECTION OF FLOORS
PER CODE 501.3

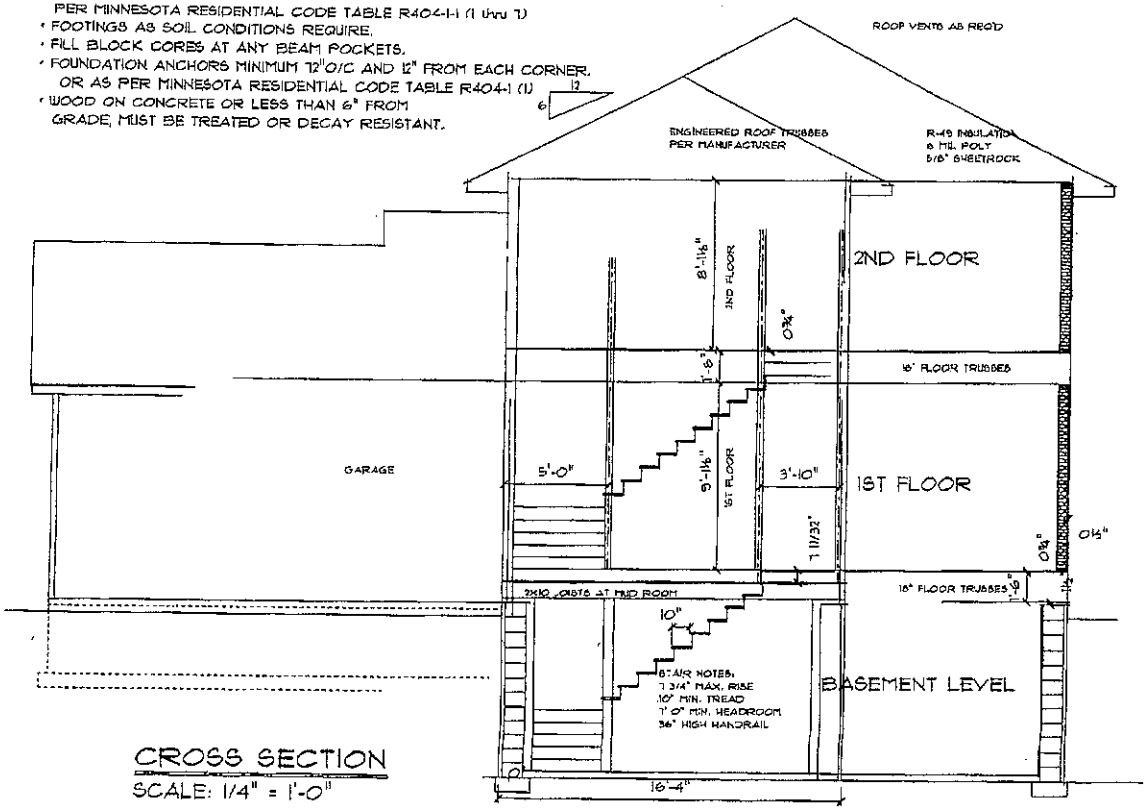
BASEMENT CEILINGS MUST BE PROTECTED WITH 1/2 INCH GYPSUM WALLBOARD, 5/8 INCH WOOD STRUCTURAL PANEL OR EQUIVALENT.

EXCEPT 80 S.F. MECHANICAL SPACE TO BE FIREBLOCKED

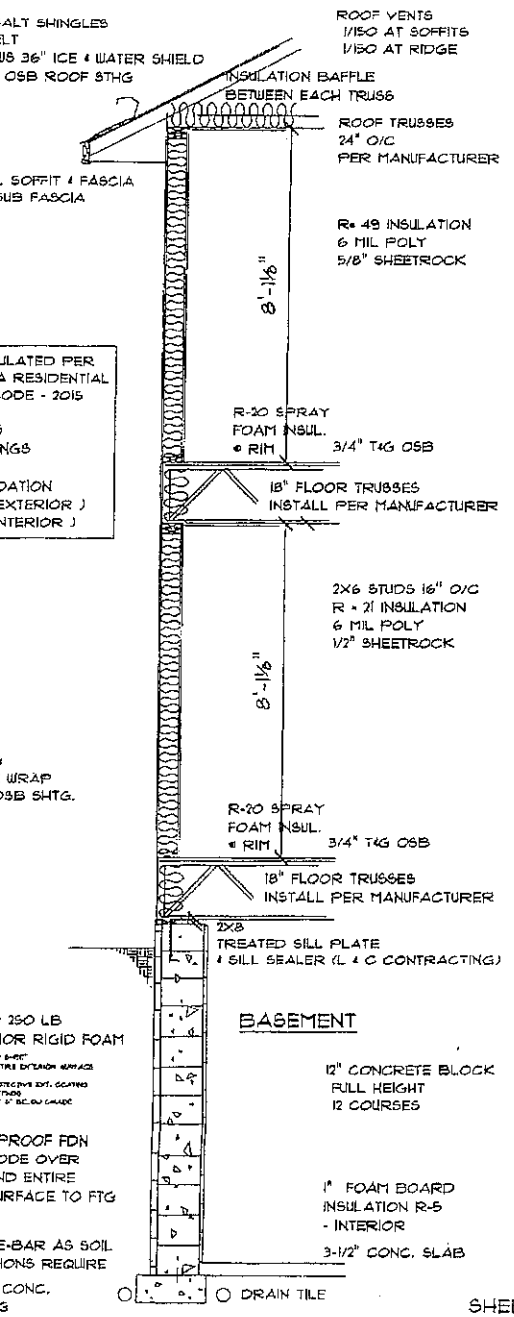
TO BE INSULATED PER MINNESOTA RESIDENTIAL ENERGY CODE - 2015

R 21 WALLS
R 49 CEILINGS

R 15 FOUNDATION
(2" R-10 EXTERIOR)
(1" R -5 INTERIOR)

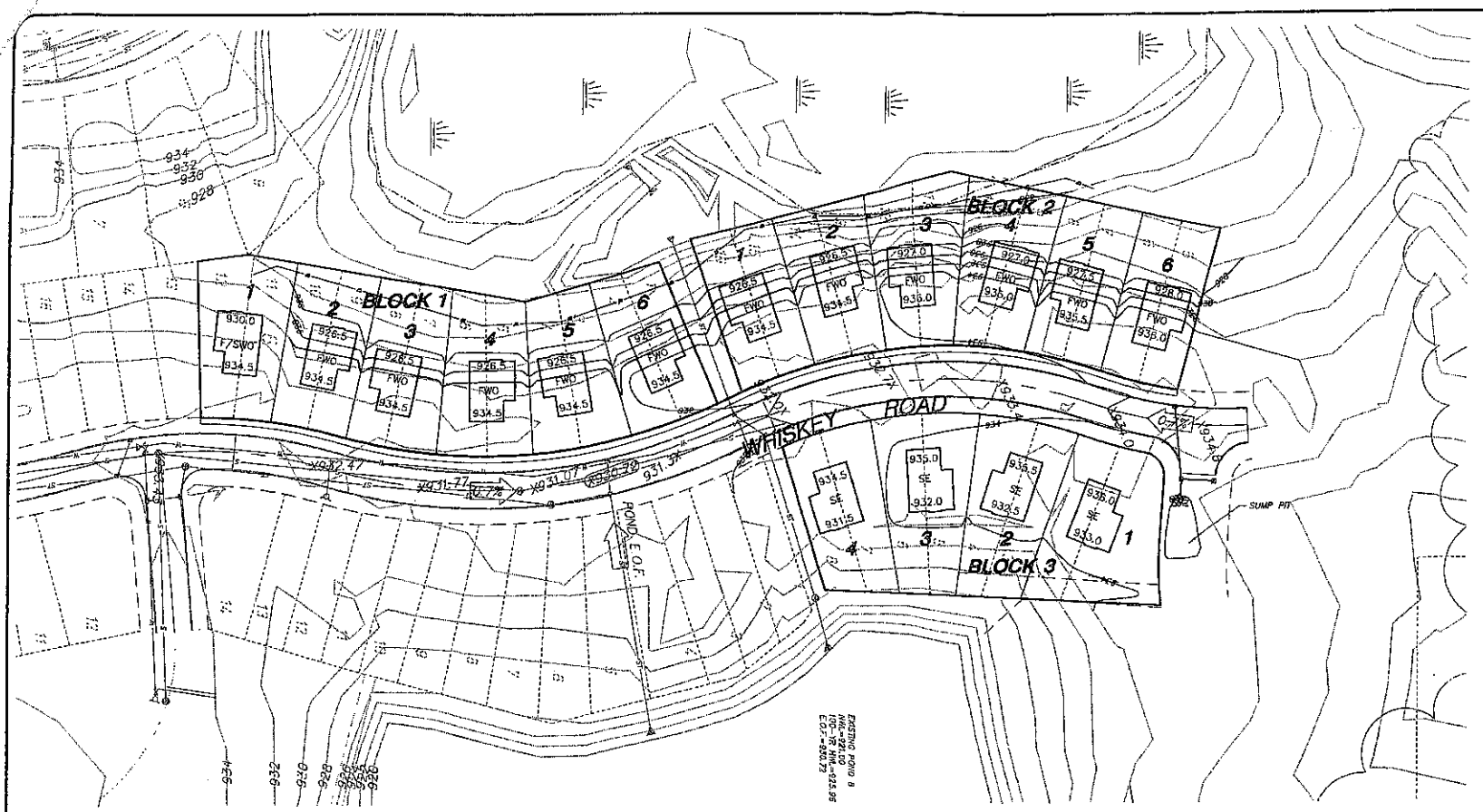


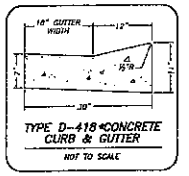
CROSS SECTION
SCALE: 1/4" = 1'-0"



WALL DETAIL

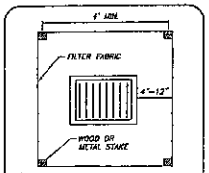
SCALE 1/2"=1'0"





TYPE D-418 CONCRETE CURB & GUTTER

NOT TO SCALE



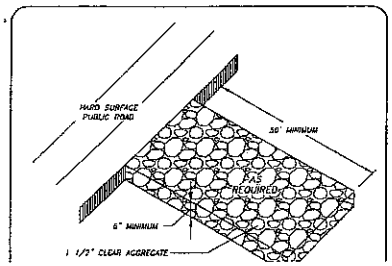
Note:
Bottom of filter fabric is buried in trench, the same as when it is installed as silfence.

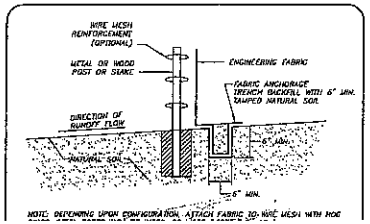
Place filter fabric over catchbasin after street construction.

MNDOT Type C or approved equal is recommended.

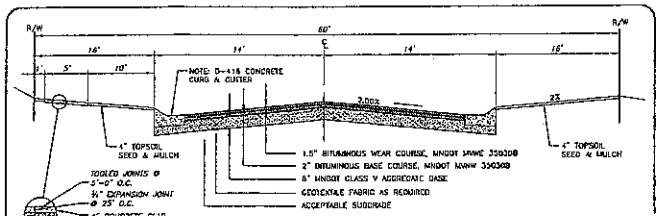
INLET PROTECTION DETAIL

NOT TO SCALE





NOTE: DEPENDING UPON CONFIGURATION, ATTACH FABRIC TO WIRE MESH WITH HOG



HOUSE PAD DETAIL

SUGGESTED GARAGE SLAB ELEVATION

FWO – FULL 12 COURSE BLOCK BASEMENT, WALKOUT OPENING 8.0' BELOW GARAGE ELEVATION

SWO – SPLIT ENTRY WALKOUT 5 COURSE BLOCK, LOWEST OPENING 3.0' BELOW GARAGE ELEVATION

F – FULL 12 COURSE BLOCK BASEMENT, LOWEST FLOOR 8.0' BELOW GARAGE ELEVATION

SE – 5 COURSE BLOCK BASEMENT, LOWEST FLOOR 3.0' BELOW GARAGE ELEVATION

899
FWO
893

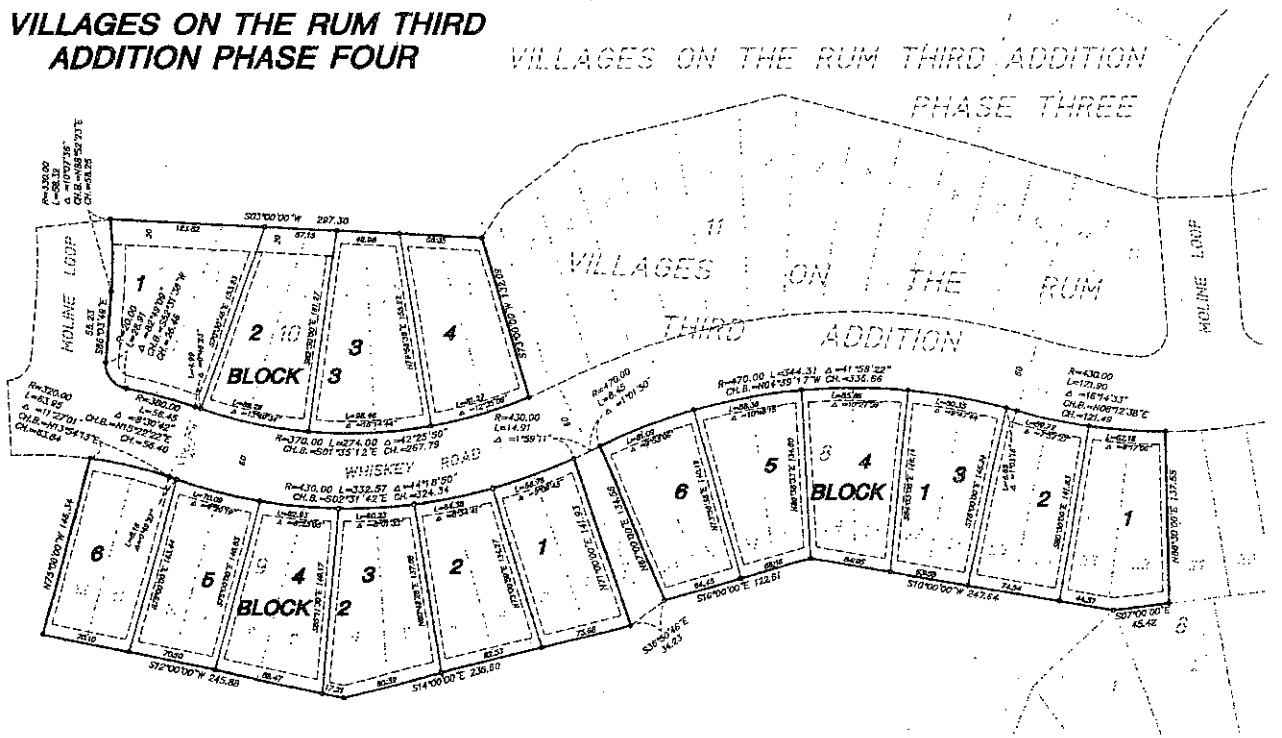
DATE	REVISIONS	BY
	RECORD DRAWING	

ANDERSON LAND SURVEYING
A DIVISION OF PASSE ENGINEERING, INC.
CIVIL ENGINEERS • LAND SURVEYORS
MINNEAPOLIS • HUDSON • CAMBRIDGE
(763)780-4100 (715)381-1150 (763)689-4042
Email: passe@passe-eng.com

VILLAGES ON THE RUM
3RD PHASE 4
PRELIMINARY GRADING PLAN
ISANTI, MINNESOTA

Drawn	GAA
Date	9-30-03
Scale	1"=100'
Project	03-151
Designed	BTT
Approved	BTT
Sheet	GRADE PRELIM

VILLAGES ON THE RUM THIRD ADDITION PHASE FOUR



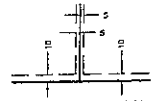
GRAPHIC SCALE

(IN FEET)

LEGEND

- ● DENOTES FOUND IRON MONUMENT
- ○ DENOTES SET IRON PIPE WITH PLASTIC CAP MARKED R.L.S. NO. 42627

Standard Drainage & Utility easements



Bring 10 feet in width and adjoining street and rear lot lines and 5 feet in width and adjoining side lot lines unless otherwise shown.

BEARING NOTE

For the purposes of this plat, the east line of Lot 1, Block 10, VILLAGES ON THE RUM THIRD ADDITION, is assumed to bear South 02 degrees 59 minutes 59 seconds East.

NOTE REGARDING WETLANDS

The Minnesota Department of Natural Resources, United States Corps of Engineers and other water management agencies have categorized various wetlands, which are not acknowledged by Chapter 505.02, Subdivision 1 of Minnesota Statutes and may not be shown hereon. Development of lands containing said wetlands may be subject to special conditions or limitations.

KNOW ALL PERSONS BY THESE PRESENTS: That Ferraro and Iverson, LLC, a Minnesota limited liability company, owner of the following described property situate in the County of Isanti, State of Minnesota, to wit:

Lots 23–33, Block 8, Lots 1–12, Block 9 and Lots 1–8, Block 10 of VILLAGES ON THE RUM THIRD ADDITION, Isanti County.

Have caused the same to be surveyed and platted as VILLAGES ON THE RUM THIRD ADDITION PHASE FOUR and do hereby dedicate the drainage and utility easements shown on this plat for drainage and utility purposes only.

In witness whereof, said Ferraro and Iverson, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

FERRARO AND IVERSON, LLC

_____
Orion R. Iverson, as Chief Manager

State of Minnesota
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Orion R. Iverson, as Chief Manager of Ferraro and Iverson, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public, _____ County, Minnesota
My commission expires _____

I, Kyle J. Roddy, hereby certify that I have surveyed and platted the property described on this plat as VILLAGES ON THE RUM THIRD ADDITION PHASE FOUR; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown or will be correctly placed in the ground within one year after recording; that the outside boundary lines are correctly designated on the plat; that there are no wet lands as defined in MS 505.02, Subd. 1, or public highways to be designated other than as shown. (Subject to the notation regarding wetlands shown on the face of this plat.)

_____
Kyle J. Roddy, Land Surveyor
Minnesota License Number 42627

State of Minnesota
County of _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by Kyle J. Roddy, Minnesota License No. 42627.

_____
Notary Public, _____ County, Minnesota
My commission expires _____

Approved as to form and execution this _____ day of _____, 20____.

By _____
Isanti City Attorney

Recommended for approval this _____ day of _____, 20____.

By _____
Isanti City Engineer

Approved by the Planning Commission of the City of Isanti, Minnesota on this _____ day of _____, 20____.

By _____ Attest _____
Chairperson Secretary

We hereby certify that on the _____ day of _____, 20____, the City Council of Isanti, Minnesota approved this plat and that the conditions of Minnesota Statutes Section 505.03 Subdivision 2, have been fulfilled.

By _____ By _____
Mayor City Administrator

ISANTI COUNTY AUDITOR

No delinquent taxes and transfers entered this _____ day of _____, 20____.

By _____
Isanti County Auditor

ISANTI COUNTY TREASURER

Taxes for the year 20____ on the lands described herein are paid.

By _____
Isanti County Treasurer

ISANTI COUNTY RECORDER

I hereby certify that this instrument was filed in the Office of County Recorder for record on this _____ day of _____, 20____, at _____ o'clock ____M. and was duly recorded as Document No. _____

By _____
Isanti County Recorder

ANDERSON LAND SURVEYING
A DIVISION OF PASSE ENGINEERING, INC.
CIVIL ENGINEERS • LAND SURVEYORS
CAMBRIDGE, MN 55008

A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: September 20, 2016

Subject: Request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Background

TH Construction recently submitted a preliminary plat, grading plan and wetland delineation for Sun Prairie Second Addition. The plat consists of 11 single family lots on the east side of 9th Ave NE/SE, East of the Intermediate School. The average lot size is 11,843sf. Home will be required to be a minimum of 1200sf with 720sf garages. The home will be a mix of split-entry and basement with look-out windows.

Lot Requirements:

Size: Minimum 11,000sf
Width: Corner – 95ft, Other – 80ft
Depth: 137ft
All lots appear to meet the minimum standards.

Comments:

- The developer shall install 1 tree per 50 of lot frontage (roughly 21 trees)
- The developer needs to be informed that they are to avoid curbstops within the driveway.

This development has existing city infrastructure and is covered by the original development agreement for Sun Prairie First Addition. The Signal Light Fee for these lots was paid at the time the original development agreement was signed.

The fees due include:

Park Dedication Fee: 11 lots at $1500 = $16,500
Trunk Sewer Charge: 11 lots at $1000 = $11,000

The development is consistent with original preliminary plat for this area and with the comprehensive plan.

The City Engineer has reviewed the development plan and recommends approval.

Certification of Taxes Paid

Prior to approving an application for Preliminary Plat, certification must be provided to the City that there are no delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Thursday, August 18th, 2016; that all taxes associated with the property were current.

Public Notice
Notice was published within the Isanti County News on August 31st, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comments
No public comments had been received regarding the proposed amendment prior to the release of the staff memo.

Deadline for City Council Action
The applicant submitted an application for Preliminary Plat approval on August 11, 2016. City staff did verify that the application was complete on August 11, 2016. Pursuant to Minnesota State Statute, the City must act on this request by December 9, 2016 (120-days); unless an extension of the review period has been agreed to by the applicant.

Development and Operations Advisory Committee Comments
The Development and Operations Advisory Committee reviewed the request at their meeting held on Thursday, August 18th, 2016. The Committee recommended approval with the condition that trees be installed at one tree per 50 feet of lot frontage and that the developer be made aware that all attempts possible shall be made to ensure driveways are not installed over curbstops.

Planning Commission Recommendation:
Motion by Kennedy second by Bergley to recommend approval of the request TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota with the following conditions:

1. The developer shall install 1 tree per 50 of lot frontage (roughly 21 trees)
2. The developer shall avoid curbstops within the driveway

Motion carried unanimously.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota for the following reasons……
4. Table: Motion to table the request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016-XXX
- Findings of Fact and Conclusions
- City Engineers Review Comments dated 8.15.2016
- Preliminary Plat for Sun Prairie Second Addition as prepared by E.G. Rud & Sons, Inc., dated 8/3/2016

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR SUN PRAIRIE SECOND ADDITION

WHEREAS, TH Construction of Anoka Inc., has made application for Preliminary Plat Approval for Sun Prairie Second Addition; which is legally described as Outlot F, Sun Prairie First Addition, Isanti County, Minnesota; and,

WHEREAS, the Isanti Planning Commission conducted a public hearing on the Preliminary Plat on September 13th, 2016; and,

WHEREAS, all required public notices regarding the public hearing were posted and sent; and,

WHEREAS, the Isanti Planning Commission had recommended approval with conditions of the requested Preliminary Plat based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the Preliminary Plat request at its meeting on September 20th, 2016; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that it adopts the Findings of Fact and Conclusion related to the requested Preliminary Plat and **BE IT FURTHER RESOLVED** that the requested Preliminary Plat Approval from TH Construction of Anoka Inc., be approved with the following conditions:

1. The developer shall install 1 tree per 50 of lot frontage (roughly 21 trees)
2. The developer shall avoid curbstops within the driveway.

Adopted by the Isanti City Council on this 20th day of September 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The applicant, TH Construction of Anoka Inc. ('the applicant'), has made application for Preliminary Plat Approval of Sun Prairie Second Addition, Isanti County, Minnesota.
2. The property is legally described as Outlot F, Sun Prairie Second Addition, Isanti County, Minnesota.
3. The Applicant is requesting Preliminary Plat Approval in an effort to create 11 single-family lots.
4. The property is zoned "R-1" Single-Family Residential District.
5. A preliminary plat is considered a major change requiring a public hearing and notification of all property owners within 350'; and final approval by the City Council.
6. The Applicant submitted an application for Preliminary Plat Approval on August 11th, 2016. It was deemed complete on August 11th, 2016.
7. A public hearing date before the Planning Commission was scheduled for Tuesday, September 13th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
8. Notices were sent to all property owners located within the development and within 350 feet of the subject property.

Conclusions

1. The platting of the property would appear to meet the lot requirements and setback requirements as provided within the zoning ordinance for properties located within the "R-1" Single-Family Residential Districts.
2. The platting of the property would appear to meet the Design Standards as required by Ordinance No. 536.

Decision

The Planning Commission held a public hearing on the item at the **September 13th, 2016** meeting. The meeting minutes, staff memo and exhibits will be made part of the Findings of Facts and Conclusions.

Planning Commission: Motion by Kennedy second by Bergley to recommend approval of the request TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota with the following conditions:

1. The developer shall install 1 tree per 50 of lot frontage (roughly 21 trees)
2. The developer shall avoid curbstops within the driveway

Motion carried unanimously.

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

MEMORANDUM

Date: August 15, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Sun Prairie 2nd Addition – Development Plan Review
Isanti, Minnesota

We have reviewed the Development Plan created by E.G. Rud & Sons, Inc. entitled "Sun Prairie Second Addition" with a signature date of August 3, 2016.

The development plan includes subdividing Outlot F of Sun Prairie 1st Addition into 11 residential lots. The site was graded and sewer and water services were stubbed out in anticipation of this 11 lot layout as part of the Sun Prairie 1st Addition construction.

We have reviewed the submitted development plan and have no comments.

We recommend approval of the development plan as submitted.

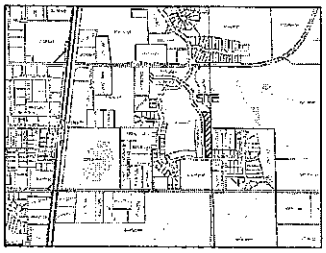
Please contact me if you have any questions.

CERTIFICATE OF SURVEY

~of~ SUN PRAIRIE SECOND ADDITION
~for~ TH CONSTRUCTION OF ANOKA
617 EAST MAIN STREET, SUITE 3
ANOKA, MN 55303

VICINITY MAP

PART OF SEC. 29, TWP. 35, RNG. 23



ISANTI COUNTY, MINNESOTA
(NO SCALE)

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 06/21/16.
- Bearings shown are on an assumed datum.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Utility information is from field observation and Record Drawings by Plans Engineering, Inc. dated 7/24/2009.

PROPERTY DESCRIPTION

Outlot F, SUN PRAIRIE FIRST ADDITION, Isanti County Minnesota.

PROPERTY DATA

- Existing Zoning: R-1 Single Family Residential
- Total Site Area: 130,276± SQ. FT. – 2.99± ACRES
- Parcel ID. – 16.109.0550

LEGEND

- DENOTES CATCH BASIN
- DENOTES CABLE PEDESTAL
- DENOTES CURB STOP
- DENOTES ELECTRICAL BOX
- DENOTES EXISTING SPOT ELEVATION
- DENOTES GAS METER
- DENOTES HYDRANT
- DENOTES LIGHT POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES SOIL BORING. (BY OTHERS)
- DENOTES STORM SEWER APRON
- DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PEDESTAL
- DENOTES WATER VALVE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ISANTI COUNTY TAX INFORMATION)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 06/03/16 License No. 41578

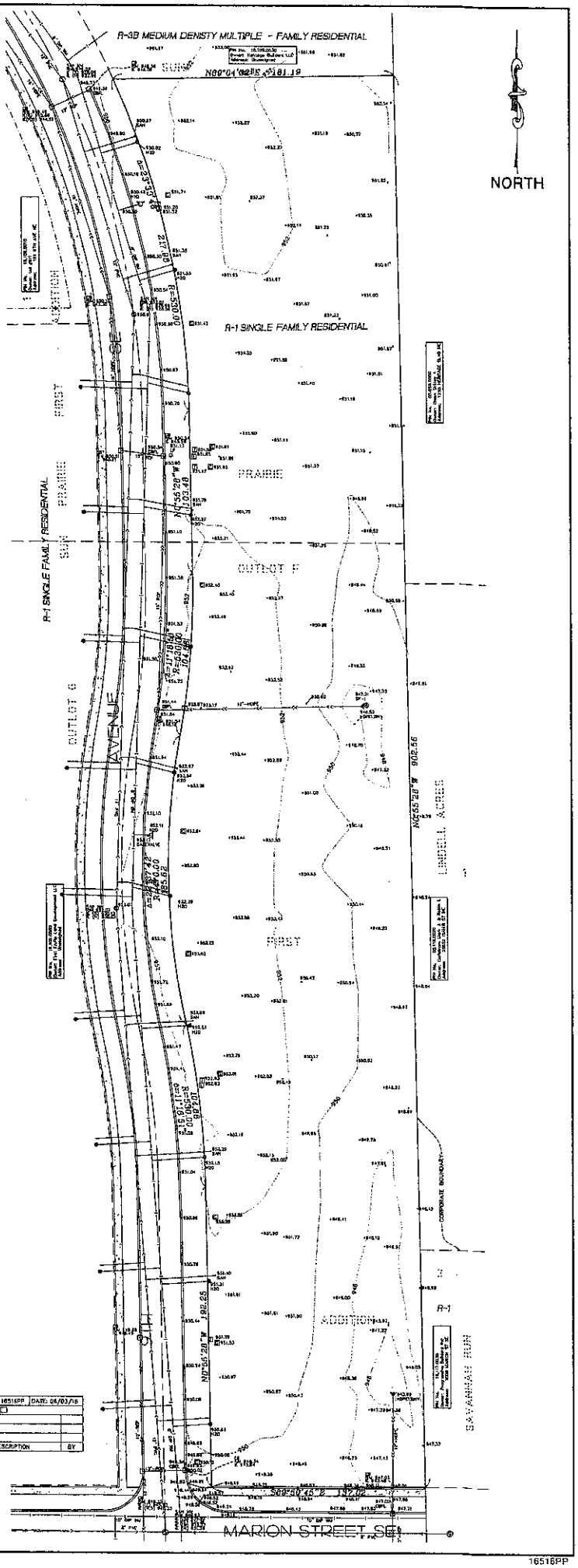
GRAPHIC SCALE

1 INCH = 60 FEET

DRAWN BY: MWB	JOB NO. 16516PP	DATE: 06/03/16
CHECK BY: JER	SCANNED ☐	

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701
www.egrud.com

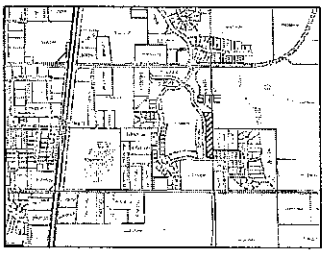

R-3B MEDIUM DENSITY MULTIPLE - FAMILY RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
NORTH
N89°04'08"E 581.19
N00°55'52"W 330.00
N89°04'08"E 330.00
S00°55'52"E 330.00
N89°04'08"E 330.00

PRELIMINARY PLAT

~of~ SUN PRAIRIE SECOND ADDITION
~for~ TH CONSTRUCTION OF ANOKA
617 EAST MAIN STREET, SUITE 3
ANOKA, MN 55303

VICINITY MAP

PART OF SEC. 29, TWP. 35, RNG. 23



ISANTI COUNTY, MINNESOTA
(NO SCALE)

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PROPERTY DESCRIPTION

Outlot F, SUN PRAIRIE FIRST ADDITION, Isanti County Minnesota.

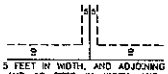
DEVELOPMENT DATA

- Existing Zoning: R-1 Single Family Residential
- Parcel ID: - 16.109.0550
- Total Site Area: 130,276± SQ. FT. – 2.99± ACRES
- 11 Proposed Single Family Lots
- Average Lot Size – 11,843 SQ. FT.

R-1 DEVELOPMENT STANDARDS

Minimum Lot Size – 11,000 sq. ft.
Minimum Lot Width – 80 feet, corner lots 95 feet
Minimum Lot Depth – 137 feet
Front Yard Setback – 30 feet
Rear Yard Setback – 30 feet
Side Yard Setback – 10 feet, or 20 feet abutting RW

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

LEGEND

- DENOTES CATCH BASIN
- DENOTES CABLE PEDESTAL
- DENOTES CURB STOP
- DENOTES ELECTRICAL BOX
- 832.34 DENOTES EXISTING SPOT ELEVATION
- DENOTES GAS METER
- DENOTES HYDRANT
- DENOTES LIGHT POLE
- DENOTES SANITARY SEWER MANHOLE
- DENOTES SOIL BORING. (BY OTHERS)
- DENOTES STORM SEWER APRON
- DENOTES STORM SEWER MANHOLE
- DENOTES TELEPHONE PEDESTAL
- DENOTES WATER VALVE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES BUILDING SETBACK LINE
- DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ISANTI COUNTY TAX INFORMATION)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 08/03/16 License No. 41578

GRAPHIC SCALE

1 INCH = 30 FEET

DRAWN BY: MMD	JOB NO: 16516PP	DATE: 08/03/16
CHECK BY: JER	SCANNED ☐	

NO.	DATE	DESCRIPTION	BY
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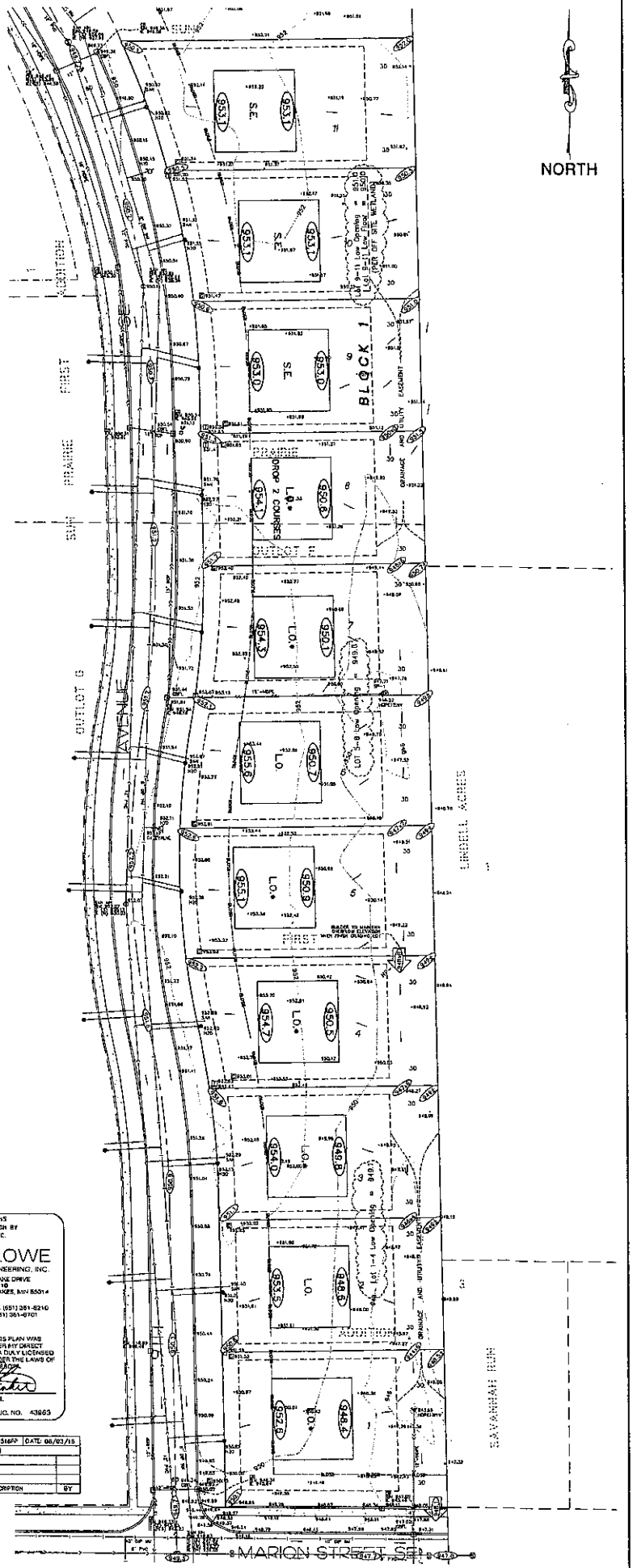
E.G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors
www.egrud.com 6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

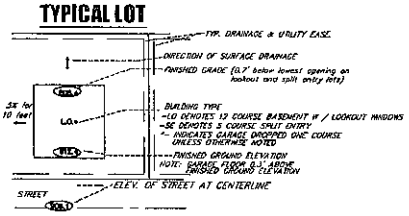
16516PP

DEVELOPMENT PLAN

~of~ SUN PRAIRIE SECOND ADDITION
~for~ TH CONSTRUCTION OF ANOKA
617 EAST MAIN STREET, SUITE 3
ANOKA, MN 55303



TYPICAL LOT



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- Utility information is from field observation and Record Drawings by Plowe Engineering, Inc. dated 7/24/2009.

TREE PRESERVATION AND LANDSCAPING NOTES

- There are no significant trees on site. Site has been previously mass graded.
- Builder to install 1 boulevard tree for every 50 feet of lot frontage.
- Deciduous trees shall be 2.5 inches in diameter and Coniferous / Evergreen trees shall be 6 feet in height above the root ball at the time of planting.
- Boulevard trees must be on the approved species list in Section 15 of the City of Isanti Zoning Ordinance, or be approved by City staff.

GRADING AND EROSION CONTROL NOTES

- Jacobson Environmental Services, LLC has visited the site and determined that there are no wetlands present.
- No mass grading of the site is proposed. Site was graded as part of the Grading Plan of SUN PRAIRIE FIRST ADDITION.
- Builders are to install silt fence around the perimeter of the lot at time of house construction.
- See "STORM WATER POLLUTION PREVENTION PLAN" for additional erosion control notes and site sequencing.

LEGEND

- DENOTES CATCH BASIN
- DENOTES CABLE PEDESTAL
- DENOTES CURB STOP
- DENOTES ELECTRICAL BOX
- x 852.34 DENOTES EXISTING SPOT ELEVATION
- DENOTES GAS METER
- DENOTES HYDRANT
- DENOTES LIGHT POLE
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- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES BUILDING SETBACK LINE
- 848.6 DENOTES PROPOSED ELEVATION
- 848.6 DENOTES PROPOSED EMERGENCY OVERFLOW ELEVATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

JASON E. RUD

Date: 06/03/16 License No. 41578

PONDING CALCULATIONS AND STORM SEWER DESIGN BY PLOWE ENGINEERING, INC.

PLOWE ENGINEERING, INC.
SITE PLANNING & ENGINEERING
5776 LAKE DRIVE SUITE 110 LINO LAKES, MN 55014
PHONE: (651) 361-8210 FAX: (651) 361-8701

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ADAM GINKEL
DATE: 06/03/2016 LIC. NO. 43663

GRAPHIC SCALE
30 0 15 30 60 120
1 INCH = 30 FEET

DRAWN BY: MJD	JOB NO: 16516PP	DATE: 06/03/16
CHECK BY: JER	SCANNED ☐	

NO.	DATE	DESCRIPTION	BY
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16516PP

PART II.C. – TERMINATION OF COVERAGE

1. TERMINATION OF COVERAGE WHEN CONSTRUCTION IS COMPLETE: ALL PERMITTEE(S) MUST SUBMIT A NOTICE OF TERMINATION (NOT) TO THE MPCA ON A FORM PROVIDED BY THE COMMISSIONER WITHIN 30 DAYS AFTER ALL ACTIVITIES REQUIRED FOR FINAL STABILIZATION (SEE PART IV.G.) ARE COMPLETE. THE PERMITTEE(S)' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.

2. TERMINATION OF COVERAGE WHEN TRANSFER OF OWNERSHIP OCCURS: ALL PERMITTEE(S) MUST SUBMIT A NOT ON A FORM PROVIDED BY THE COMMISSIONER, WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PURCHASER(S)' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.

3. PERMITTEE(S) MAY TERMINATE PERMIT COVERAGE PRIOR TO COMPLETION OF ALL CONSTRUCTION ACTIVITY IF ALL OF THE FOLLOWING CONDITIONS ARE MET. AFTER THE PERMIT IS TERMINATED UNDER THIS PART, IF THERE IS ANY SUBSEQUENT DEVELOPMENT ON THE REMAINING PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WAS NOT COMPLETE, NEW PERMIT COVERAGE MUST BE OBTAINED IF THE SUBSEQUENT DEVELOPMENT ITSELF OR AS PART OF THE REMAINING COMMON PLAN OF DEVELOPMENT OR SALE WILL RESULT IN LAND DISTURBING ACTIVITIES OF ONE (1) OR MORE ACRES IN SIZE.

A. CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 90 DAYS.

B. AT LEAST 90 PERCENT (BY AREA) OF ALL ORIGINALLY PROPOSED CONSTRUCTION ACTIVITY HAS BEEN COMPLETED AND PERMANENT COVER ESTABLISHED ON THOSE AREAS.

C. ON AREAS WHERE CONSTRUCTION ACTIVITY IS NOT COMPLETE, PERMANENT COVER HAS BEEN ESTABLISHED.

D. THE SITE IS IN COMPLIANCE WITH PART IV.G.2. AND PART IV.E.3., AND WHERE APPLICABLE, PART IV.G.4. OF PART IV.D.5.

4. PERMITTEE(S) MAY TERMINATE COVERAGE UPON APPROVAL BY THE MPCA IF INFORMATION IS SUBMITTED TO THE MPCA DOCUMENTING THAT TERMINATION IS APPROPRIATE BECAUSE THE PROJECT IS CANCELED.

PART III.A.3 – TRAINING DOCUMENTATION

TRAINING DOCUMENTATION: THE PERMITTEE(S) SHALL ENSURE THE INDIVIDUALS IDENTIFIED IN PART III.F. HAVE BEEN TRAINED IN ACCORDANCE WITH THIS PERMIT'S TRAINING REQUIREMENTS. THE PERMITTEE(S) SHALL ENSURE THE TRAINING IS RECORDED IN OR WITH THE SWPPP. THE TRAINING MUST START BEFORE CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:

A. NAMES OF THE PERSONNEL ASSOCIATED WITH THIS PROJECT THAT ARE REQUIRED TO BE TRAINED PER PART III.F.1. OF THIS PERMIT;

B. DATES OF TRAINING AND NAME OF INSTRUCTOR(S) AND ENTITY PROVIDING TRAINING;

C. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.

PART III.B – SWPPP AMENDMENTS

THE PERMITTEE(S) MUST AMEND THE SWPPP AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPS THAT ARE DESIGNED TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER:

1. THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR UNDERGROUND WATERS.

2. INSPECTIONS OR INVESTIGATIONS BY SITE OWNER OR OPERATORS, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR UNDERGROUND WATERS OR THAT THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G. NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 9).

3. THE SWPPP IS NOT ACHIEVING THE GENERAL OBJECTIVES OF MINIMIZING POLLUTANTS IN STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY, OR THE SWPPP IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THIS PERMIT.

4. AT ANY TIME AFTER PERMIT COVERAGE IS EFFECTIVE, THE MPCA MAY DETERMINE THAT THE PROJECT'S STORMWATER DISCHARGES MAY CAUSE, HAVE REASONABLE POTENTIAL TO CAUSE, OR CONTRIBUTE TO NON-ATTAINMENT OF ANY APPLICABLE WATER QUALITY STANDARD, OR THAT THE SWPPP DOES NOT INCORPORATE THE APPLICABLE REQUIREMENTS IN PART III.A.8., (IMPAIRED WATERS AND TMDLS), IF A WATER QUALITY STANDARD CHANGES DURING THE TERM OF THIS PERMIT, THE MPCA WILL MAKE A DETERMINATION AS TO WHETHER A MODIFICATION OF THE SWPPP IS NECESSARY TO ADDRESS THE NEW STANDARD. IF THE MPCA MAKES SUCH DETERMINATION(S) OR ANY OF THE DETERMINATIONS IN PARTS III.B.1.–3., THE MPCA WILL NOTIFY THE PERMITTEE(S) IN WRITING. IN RESPONSE, THE PERMITTEE(S) MUST AMEND THE SWPPP TO ADDRESS THE IDENTIFIED CONCERNS AND SUBMIT INFORMATION REQUESTED BY THE MPCA, WHICH MAY INCLUDE AN INDIVIDUAL PERMIT APPLICATION. IF THE MPCA'S WRITTEN NOTIFICATION REQUIRES A RESPONSE, FAILURE TO RESPOND WITHIN THE SPECIFIED TIMEFRAME CONSTITUTES A PERMIT VIOLATION.

PART III.C. – TEMPORARY SEDIMENT BASINS

WHERE FIVE (5) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, THE PERMITTEE(S) MUST PROVIDE A TEMPORARY SEDIMENT BASIN TO PROVIDE TREATMENT TO THE RUNOFF BEFORE IT LEAVES THE CONSTRUCTION SITE OR ENTERS SURFACE WATERS. A TEMPORARY SEDIMENT BASIN MAY BE CONVERTED TO A PERMANENT BASIN AFTER CONSTRUCTION IS COMPLETE. ONE TEMPORARY BASIN IS NO LONGER REQUIRED WHEN PERMANENT COVER HAS INCREASED THE ACREAGE OF DISTURBED SOIL DRAINING TO LESS THAN FIVE (5) ACRES DRAINING TO A COMMON LOCATION. IF THE PERMITTEE(S) IS/ARE ENGINEERING BUT MAY REQUIRED, TO INSTALL TEMPORARY SEDIMENT BASINS WHERE APPROPRIATE IN AREAS WITH STEEP SLOPES OR HIGHLY ERODIBLE SOILS EVEN IF LESS THAN FIVE (5) ACRES DRAINS TO ONE AREA. THE BASINS MUST BE DESIGNED AND CONSTRUCTED ACCORDING TO THE FOLLOWING REQUIREMENTS.

1. THE BASINS MUST PROVIDE LIVE STORAGE FOR A CALCULATED VOLUME OF RUNOFF FROM A TWO-YEAR, 24-HOUR STORM FROM EACH ACRE DRAINED TO THE BASIN, EXCEPT THAT IN NO CASE SHALL THE BASIN PROVIDE LESS THAN 1,800 CUBIC FEET OF LIVE STORAGE FROM EACH ACRE DRAINED TO THE BASIN.

2. WHERE THE CALCULATION IN PART III.C.1. HAS NOT BEEN PERFORMED, A TEMPORARY SEDIMENT BASIN PROVIDING 3,600 CUBIC FEET OF STORAGE PER ACRE DRAINED TO THE BASIN SHALL BE PROVIDED FOR THE ENTIRE DRAINAGE AREA OF THE TEMPORARY BASIN.

3. TEMPORARY BASIN OUTLETS MUST BE DESIGNED TO PREVENT SHORE-CROSIONING AND THE DISCHARGE OF FLOATING DEBRIS. THE TEMPORARY BASIN SHALL BE DESIGNED WITH PROVISIONS FOR DRAINDOWN FOR MAINTENANCE ACTIVITIES, AND MUST INCLUDE A STABILIZED EMERGENCY OVERFLOW TO PREVENT FAILURE OF POND INTEGRITY. THE OUTLET STRUCTURE MUST BE DESIGNED TO WITHDRAW WATER FROM THE SURFACE IN ORDER TO MINIMIZE THE DISCHARGE OF POLLUTANTS, EXCEPT THAT THE USE OF A SURFACE WITHDRAWAL MECHANISM FOR DISCHARGE OF THE BASIN MAY BE TEMPORARILY SUSPENDED DURING FROZEN CONDITIONS. ENERGY DISSIPATION MUST BE PROVIDED FOR THE BASIN OUTLET (SEE PART IV.D.3.).

4. SEDIMENT BASINS MUST BE SITUATED OUTSIDE OF SURFACE WATERS AND ANY BUFFER ZONE REQUIRED UNDER APPENDIX A.C.3, AND MUST BE DESIGNED TO AVOID DRAINING WATER FROM WETLANDS UNLESS THE IMPACT TO THE WETLAND IS IN COMPLIANCE WITH THE REQUIREMENTS OF APPROPRIATE WETLAND PROTECTION RULES.

5. THE TEMPORARY BASINS MUST BE CONSTRUCTED AND MADE OPERATIONAL PRIOR TO 10 OR MORE ACRES OF DISTURBED SOIL DRAINING TO A COMMON LOCATION.

6. WHERE A TEMPORARY SEDIMENT BASIN MEETING THE REQUIREMENTS OF THIS PART IS INFEASIBLE, EQUIVALENT SEDIMENT CONTROLS SUCH AS SMALLER SEDIMENT BASINS, AND/OR SEDIMENT TRAPS, SILT FENCES, VEGETATIVE BUFFER STRIPS, OR ANY APPROPRIATE COMBINATION OF THESE SHALL BE REQUIRED FOR EACH DOWN-SLOPE BOUNDARIES OF THE CONSTRUCTION AREA AND FOR SIDE-SLOPE BOUNDARIES AS DEEMED BY INDIVIDUAL SITE CONDITIONS. IN DETERMINING WHETHER INSTALLING A SEDIMENT BASIN IS INFEASIBLE, THE PERMITTEE(S) MUST CONSIDER PUBLIC SAFETY AND ANY OTHER APPLICABLE LAWS SUCH AS SITE TOPOGRAPHY AND AVAILABLE AREA ON SITE. THIS DETERMINATION OF INFEASIBILITY MUST BE DOCUMENTED IN THE SWPPP PRE PART III.A.5.

PART III.E – RECORD RETENTION

THE SWPPP (ORIGINAL OR COPIES) INCLUDING ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE(S) WHO HAS/HAVE OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN EITHER THE FIELD OFFICE OR IN AN ON-SITE VEHICLE DURING NORMAL WORKING HOURS.

ALL OWNER(S) MUST KEEP THE FOLLOWING RECORDS ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN PART II.C. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF

1. THE FINAL SWPPP
2. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (PART IV.E. INSPECTIONS AND MAINTENANCE)

PART III.E – RECORD RETENTION (CONT)

4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT-OF-WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE, AND
5. ALL RECORDED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

PART III.F. – TRAINING REQUIREMENTS

THE PERMITTEE(S) SHALL ENSURE THE FOLLOWING INDIVIDUALS IDENTIFIED IN THIS PART HAVE BEEN TRAINED IN ACCORDANCE WITH THIS PERMIT'S TRAINING REQUIREMENTS.

1. WHO MUST BE TRAINED:
A. INDIVIDUAL(S) PREPARING THE SWPPP FOR THE PROJECT
B. INDIVIDUAL(S) OVERSEEING IMPLEMENTATION OF, REVISING, AND AMENDING THE SWPPP AND INDIVIDUAL(S) PERFORMING INSPECTIONS AS REQUIRED IN PART IV.E. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE MPCA.
C. INDIVIDUAL(S) PERFORMING OR SUPERVISING THE INSTALLATION, MAINTENANCE AND REPAIR OF BMPS. AT LEAST ONE INDIVIDUAL ON A PROJECT MUST BE TRAINED IN THESE JOB DUTIES.

2. TRAINING CONTENT: THE CONTENT AND EXTENT OF TRAINING MUST BE COMMENSURATE WITH THE INDIVIDUAL'S JOB DUTIES AND RESPONSIBILITIES WITH REGARD TO ACTIVITIES COVERED UNDER THIS PERMIT FOR THE PROJECT. AT LEAST ONE INDIVIDUAL PRESENT ON THE PERMITTED PROJECT SITE (OR AVAILABLE TO THE PROJECT SITE IN 72 HOURS) MUST BE TRAINED IN THE JOB DUTIES DESCRIBED IN PART III.F.1.B. AND PART III.F.1.C.

3. THE PERMITTEE(S) SHALL ENSURE THAT THE INDIVIDUALS ARE TRAINED BY LOCAL, STATE, FEDERAL AGENCIES, PROFESSIONAL ORGANIZATIONS, OR OTHER ENTITIES WITH EXPERTISE IN EROSION PREVENTION, SEDIMENT CONTROL, PERMANENT STORMWATER MANAGEMENT AND THE MINNESOTA NPDES/SDS CONSTRUCTION STORMWATER PERMIT. AN UPDATE REFRESHER—TRAINING MUST BE ATTENDED EVERY THREE (3) YEARS STARTING THREE (3) YEARS FROM THE ISSUANCE DATE OF THIS PERMIT.

IV.B. EROSION PREVENTION PRACTICES

1. THE PERMITTEE(S) MUST PLAN FOR AND IMPLEMENT APPROPRIATE BMPS SUCH AS CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, INSPECTION AND MAINTENANCE OF PART IV.E. AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION AS NECESSARY TO COMPLY WITH ONE OF THE FOLLOWING PROJECT WATERS OF THE STATE. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE DELINEATED (E.G., WITH FLAGS, STAKES, SIGNS, SILT FENCE ETC.) ON THE PROJECT SITE PLANS WHEN DESIRED. THE PERMITTEE(S) MUST MINIMIZE THE NEED FOR MAINTENANCE OF PORTIONS OF THE PROJECT THAT HAVE STEEP SLOPES. FOR THOSE SLOPED AREAS WHICH MUST BE DISTURBED, THE PERMITTEE(S) MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., TEMPORARY OR PERMANENT COVER, TERRACING).

2. THE PERMITTEE(S) MUST STABILIZE ALL EXPOSED SOIL AREAS (INCLUDING STOCKPILES). STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHENEVER ANY CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 7 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

3. IF USING STORMWATER CONVEYANCE CHANNELS, THE PERMITTEE(S) MUST DESIGN THE CHANNELS TO ROUTE WATER AROUND UNSTABILIZED AREAS ON THE SITE AND TO REDUCE EROSION, UNLESS INFEASIBLE. THE PERMITTEE(S) MUST USE EROSION CONTROLS AND VELOCITY DISSIPATION DEVICES SUCH AS CHECK DAMS, SEDIMENT TRAPS, RIPRAP, OR GROUTED RIPRAP AT OUTLETS WITHIN AND ALONG THE LENGTH OF ANY CONSTRUCTED STORMWATER CONVEYANCE CHANNEL, AND AT ANY OUTLET, TO PROVIDE NON-EROSIVE VELOCITY TO MINIMIZE EROSION OF CHANNELS AND THEIR EMBANKMENTS, OUTLETS, ADJACENT STREAM BANKS, SLOPES, AND DOWNSTREAM WATERS DURING DISCHARGE CONDITIONS.

4. THE PERMITTEE(S) MUST STABILIZE THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER. STABILIZATION OF THE LAST 200 LINEAL FEET MUST BE COMPLETED WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE.

THE PERMITTEE(S) SHALL COMPLETE STABILIZATION OF THE REMAINING PORTIONS OF ANY TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 7 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED.

TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED DURING THE TEMPORARY PERIOD OF ITS USE AS A SEDIMENT CONTAINMENT SYSTEM. THESE AREAS MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM.

APPLYING MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES IS NOT ACCEPTABLE STABILIZATION IN ANY PART OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE.

5. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

6. UNLESS INFEASIBLE DUE TO LACK OF PERMOUS OR VEGETATED AREAS, THE PERMITTEE(S) MUST DIRECT DISCHARGES FROM BMPS TO VEGETATED AREAS OF THE SITE (INCLUDING ANY NATURAL BUFFERS) IN ORDER TO PROMOTE SEDIMENT REMOVAL AND MAXIMIZE STORMWATER FILTRATION. THE PERMITTEE(S) MUST USE VELOCITY DISSIPATION DEVICES IF NECESSARY TO PREVENT EROSION WHEN DIRECTING STORMWATER TO VEGETATED AREAS.

PART IV.C. – SEDIMENT CONTROL PRACTICES

1. THE PERMITTEE(S) MUST EMPLOY SEDIMENT CONTROL PRACTICES AS NECESSARY TO MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.

A. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS THAT ARE DESIGNED AS PART OF SEDIMENT CONTAINMENT SYSTEM (E.G., DUE TO SOILS WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.

B. IF THE DOWN GRADIENT SEDIMENT CONTROLS ARE OVERLOADED (BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS), THE PERMITTEE(S) MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS TO ELIMINATE THE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN PART III.B.1.–3

2. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERIMETERS AND BE LOCATED UPGRADIENT OF BUFFER ZONES. THE PERIMETER SEDIMENT CONTROL PRACTICES MUST BE IN PLACE BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED IN ACCORDANCE WITH PART IV.G.

3. THE PERMITTEE(S) SHALL RE-INSTALL ALL SEDIMENT CONTROL PRACTICES THAT HAVE BEEN ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY HAS BEEN COMPLETED. THE PERMITTEE(S) SHALL COMPLETE ANY SHORT-TERM ACTIVITY THAT REQUIRES REMOVAL OF SEDIMENT CONTROL PRACTICES AS QUICKLY AS POSSIBLE. THE PERMITTEE(S) MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.

4. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED BY THE PERMITTEE(S) OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MNDOT ENGINEER). THE PERMITTEE(S) MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.

5. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN ANY NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.

6. WHERE VEHICLE TRAFFIC LEAVES ANY PART OF THE SITE (OR ONTO PAVED ROADS WITHIN THE SITE):

A. THE PERMITTEE(S) MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE. EXAMPLES OF VEHICLE TRACKING BMPS INCLUDE (BUT ARE NOT LIMITED TO) ROCK PADS, MUD MATS, SLASH MULCH, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS.

B. THE PERMITTEE(S) MUST USE STREET SWEEPING IF SUCH VEHICLE TRACKING BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET (SEE PART IV.E.3.D.).

7. THE PERMITTEE(S) MUST INSTALL TEMPORARY SEDIMENTATION BASINS AS REQUIRED IN PART III.C. OF THIS PERMIT.

PART IV.C. – SEDIMENT CONTROL PRACTICES (CONT.)

8. THE PERMITTEE(S) MUST MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL. MINIMIZING SOIL COMPACTION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA OF THE SITE DICTATES THAT IT BE COMPACTED.

9. THE PERMITTEE(S) MUST PRESERVE A 50 FOOT NATURAL BUFFER OR OF A BUFFER IS INFEASIBLE ON THE SITE) PROVIDE REDUNDANT SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JURISDICTIONAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. THE PERMITTEE(S) IS/ARE NOT REQUIRED TO ENHANCE THE QUALITY OF THE VEGETATION THAT ALREADY EXISTS IN THE BUFFER OR PROVIDE VEGETATION IF NONE EXIST. HOWEVER, PERMITTEE(S) CAN IMPROVE THE NATURAL BUFFER WITH VEGETATION.

PART IV.D. – DEWATERING AND BASIN DRAINING

1. THE PERMITTEE(S) MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. THE PERMITTEE(S) MAY OBTAIN/ARE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASINS TO SURFACE WATERS IF THE BASIN WATER HAS BEEN VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED IN THE BASIN AND THAT NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF THE WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMPS, SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM PROPERTIES. IF THE PERMITTEE(S) MUST DISCHARGE WATER THAT CONTAINS OIL OR GREASE, THE PERMITTEE(S) MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G. CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGING THE WATER. THE PERMITTEE(S) MUST ENSURE THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES.

2. ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES, OR INUNDATION IN WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.

3. IF THE PERMITTEE(S) IS/ARE USING FILTERS WITH BACKWASH WATER, THE PERMITTEE(S) MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION. THE PERMITTEE(S) MUST NOT DISCHARGE BACKWASH WATER TO A SANITARY SEWER IF PERMISSION IS GRANTED BY THE SANITARY SEWER AUTHORITY. THE PERMITTEE(S) MUST PROVIDE ANY NECESSARY TREATMENT OF THE FILTER MEDIA USED IN DEWATERING DEVICES WHEN REQUIRED TO RETAIN ADEQUATE FUNCTION

PART IV.E. – INSPECTIONS AND MAINTENANCE

1. THE PERMITTEE(S) MUST ENSURE THAT A TRAINED PERSON (AS IDENTIFIED BY PART III.A.3.A.) WILL ROUTINELY INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. FOLLOWING AN INSPECTION THAT OCCURS WITHIN 24 HOURS AFTER A RAINFALL EVENT, THE NEXT INSPECTION MUST BE CONDUCTED WITHIN SEVEN (7) DAYS AFTER THE RAINFALL EVENT.

2. ALL INSPECTIONS, MAINTENANCE, CONDUCTED DURING CONSTRUCTION MUST BE RECORDED WITHIN 24 HOURS IN WRITING AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP IN ACCORDANCE WITH PART III.E. RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:

A. DATE AND TIME OF INSPECTIONS

B. NAME OF PERSON(S) CONDUCTING INSPECTIONS

C. FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED

D. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES)

E. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCH (0.5 INCHES) IN 24 HOURS. RAINFALL AMOUNTS MUST BE OBTAINED BY A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE. A WEATHER STATION THAT IS WITHIN 1 MILE OF YOUR LOCATION OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES.

F. IF ANY DISCHARGE IS OBSERVED TO BE OCCURRING DURING THE INSPECTION, A RECORD OF ALL POINTS OF THE PROPERTY FROM WHICH THERE IS A DISCHARGE MUST BE MADE, AND THE DISCHARGE SHOULD BE OBSERVED VISUALLY FOR FOAM, OILS, FLOATING AND SUSPENDED SOLIDS, FOAM, OR OTHER VISUAL INDICATORS OF POLLUTANTS) AND PHOTOGRAPHED.

G. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN PART III.B. WITHIN SEVEN (7) CALENDAR DAYS.

3. INSPECTION FREQUENCY ADJUSTMENT

A. WHERE PARTS OF THE PROJECT SITE HAVE PERMANENT COVER, BUT WORK REMAINS ON OTHER PARTS OF THE SITE, THE PERMITTEE(S) MAY REDUCE INSPECTIONS OF RE AREAS WITH PERMANENT COVER TO ONCE PER MONTH.

B. WHERE CONSTRUCTION SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AREAS AND NO NON-FROZEN GROUND CONDITIONS IS OCCURRING ANYWHERE ON THE SITE, THE SITE MUST BE INSPECTED DURING NON-FROZEN GROUND CONDITIONS AT LEAST ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS. FOLLOWING THE TWELFTH MONTH OF PERMANENT COVER ON ALL EXPOSED SOIL AREAS, INSPECTIONS MAY BE TERMINATED UNTIL CONSTRUCTION ACTIVITY IS ONCE AGAIN INITIATED UNLESS THE PERMITTEE(S) IS/ARE NOTIFIED IN WRITING BY THE MPCA THAT EROSION ISSUES HAVE BEEN DETECTED AT THE SITE AND INSPECTIONS NEED TO RESUME.

C. WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, THE INSPECTIONS MAY BE SUSPENDED. THE REQUIRED INSPECTIONS AND MAINTENANCE SCHEDULE MUST BEGIN WITHIN 24 HOURS AFTER RUNOFF OCCURS AT THE SITE OR 24 HOURS PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.

4. THE PERMITTEE(S) IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS, AS WELL AS EROSION PREVENTION AND SEDIMENT CONTROL BMPS, UNTIL ANOTHER PERMITTEE HAS OBTAINED COVERAGE UNDER THIS PERMIT ACCORDING TO PART II.B.5. OR THE PROJECT HAS UNDERGONE FINAL STABILIZATION, AND AN NOT HAS BEEN SUBMITTED TO THE MPCA.

5. THE PERMITTEE(S) MUST INSPECT ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS DURING ALL ROUTINE AND POST-RAINFALL EVENT INSPECTIONS. ALL DAMAGED BMPS MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS UNLESS ANOTHER TIME FRAME IS SPECIFIED BELOW. THE PERMIT

SITE SPECIFIC INFORMATION

SITE NAME
SUN PRAIRIE SECOND ADDITION

PROJECT LOCATION
EAST SIDE OF 65TH AVE SE, NORTH OF MARION ST SE
ISANTI, MN 55040

PID #: 16-109-0550
T/R/S: 29-35-23

LAT/NDC: 45.4651
LONG/DDC: -93.2251

PROJECT OWNER
T H CONSTRUCTION OF ANOKA, INC.
617 E MAIN ST
ANOKA, MN 55303

KIRSTEN STATDHA
CELL: (763) 422-8899

CONSTRUCTION ACTIVITY DESCRIPTION

THIS PROJECT PROPOSED THE CONSTRUCTION OF ELEVEN (11) SINGLE-FAMILY LOTS ON OUTLOT F OF THE PREVIOUSLY PLATTED "SUN PRAIRIE" IN ISANTI, MINNESOTA.

THESE LOTS WERE PREVIOUSLY MASS GRADED (APPROX. 2003/2004). SEVERAL STORM WATER MANAGEMENT PONDS WERE DESIGNED AND CONSTRUCTED FOR THE OVERALL "SUN PRAIRIE" DEVELOPMENT. THE MAJORITY OF THE IMPERVIOUS SURFACE FROM THESE SECOND ADDITION LOTS ARE COLLECTED AND ROUTED TO THOSE EXISTING PONDS.

NO NEW STREET CONSTRUCTION IS PROPOSED. NO NEW UTILITIES ARE PROPOSED AS SEWER AND WATER SERVICES WERE INSTALLED AT THE TIME OF MASS GRADING.

INDIVIDUAL LOT HOME CONSTRUCTION WILL REQUIRE ROCK CONSTRUCTION ENTRANCE (WHERE CONSTRUCTION TRAFFIC ENTERS ONTO EXISTING BITUMINOUS ROADWAYS), SILT FENCE (AT LOT PERIMETER OR AS NECESSARY TO PREVENT SEDIMENT FROM LEAVING CONSTRUCTION AREA), BIO-ROLLS (AS NECESSARY TO PREVENT SEDIMENT FROM LEAVING CONSTRUCTION AREA), AND OTHER APPROVED EROSION AND SEDIMENT CONTROL MEASURES TO PROTECT DOWNSTREAM RECEIVING WATERS.

SITE AREAS

	BEFORE CONSTRUCTION	AFTER CONSTRUCTION
TOTAL PROJECT AREA	2.99 ACRES	
TOTAL ESTIMATED IMPERVIOUS	0 ACRES	0.88 ACRES
TOTAL ESTIMATED PERVIOUS	2.99 ACRES	2.11 ACRES

LESS THAN 1.0 ACRE OF NEW IMPERVIOUS CREATED
PROPOSED IMPERVIOUS DIRECTED TO EXISTING PONDS 9200 FOR DEVELOPMENT

TOTAL DISTURBED AREA

APPROX. 1.25 ACRES (APPROX.)
(MPCA NPDES CONSTRUCTION STORMWATER PERMIT REQUIRED)

RECEIVING WATERS WITHIN ONE MILE

NAME OF WATER BODY	TYPE OF WATER BODY	SPECIAL WATER	IMPAIRED WATER
ON-SITE PONDS	POND	NO	NO
UNNAMED WETLANDS	WETLAND	NO	NO
UNNAMED POND	POND	NO	NO

THERE ARE NO SPECIAL OR IMPAIRED WATERS WITHIN A ONE (1) MILE RADIUS

SITE MAP AND DESIGN CALCULATIONS

EXISTING PONDS ARE IN-PLACE AND WERE SIZED TO ACCOMMODATE PROPOSED IMPERVIOUS AT TIME OF ORIGINAL MASS GRADING (2003/2004).

SOILS, SLOPES, VEGETATION

SOIL TYPE(S): EXISTING ON-SITE SOILS ARE PRIMARILY SANDS WITH SOME SILT (SP-SM, SP, AND SM)

SLOPES: PROPOSED SLOPES WILL BE GENERALLY MODERATE AND ARE NOT EXPECTED TO EXCEED 3:1.

VEGETATION: DISTURBED AREAS WILL BE RESTORED WITH SEED & MULCH AND SOD.

PERSON WHO PREPARED SWPPP ("DESIGNER")

ADAM GRIKEL
PLOWE ENGINEERING, INC.
8770 LAKE DRIVE
LINO LAKES MN 55014
(651) 361-8200

PERSON WHO WILL OVERSEE IMPLEMENTATION OF SWPPP ("CONTRACTOR")

TBD

PERSON(S) WHO WILL INSPECT BMPS AND ESC MEASURES ("INSPECTOR")

TBD

TRAINING DOCUMENTATION

DOCUMENTATION MUST ACCOMPANY THE SWPPP INDICATING THAT THE INDIVIDUALS IDENTIFIED IN PART III.F. HAVE BEEN TRAINED IN ACCORDANCE WITH THE REQUIREMENTS OF PART III.F. DOCUMENTATION SHALL INCLUDE:

A. NAMES OF THE PERSONNEL ASSOCIATED WITH THIS PROJECT THAT ARE REQUIRED TO BE TRAINED PER PART III.F.1. OF THIS PERMIT.

B. DATES OF TRAINING AND NAME OF INSTRUCTOR(S) AND ENTITY PROVIDING TRAINING.

C. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.

SITE SEQUENCING & ESC NOTES

PRIOR TO ANY LAND-DISTURBING ACTIVITY, THE CONTRACTOR SHALL INSTALL SILT FENCE AS NECESSARY TO PREVENT SEDIMENT FROM LEAVING CONSTRUCTION SITE AREA. ADDITIONAL SILT FENCE AND/OR BIO-ROLLS MAY BE NECESSARY IF LOCAL CONDITIONS REQUIRE. SILT FENCE SHALL REMAIN IN-PLACE UNTIL THE FINAL STABILIZATION HAS BEEN ESTABLISHED IN ACCORDANCE WITH PART IV.C.

CONTRACTOR TO PROVIDE ROCK CONSTRUCTION ENTRANCE AT ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC ENTERS ONTO EXISTING BITUMINOUS ROADWAYS.

IF ANY SLOPES APPEAR TO BE FAILING, THE CONTRACTOR SHALL PROVIDE ADDITIONAL SILT FENCE, BIOROLLS AND EROSION CONTROL BLANKET AS NEEDED.

ADJACENT STREETS SHALL BE KEPT CLEAN OF CONSTRUCTION MATERIALS, DIRT, AND OTHER UNDESIRABLE MATERIALS. WHEN MATERIALS OR DEBRIS HAVE WASHED/FLOWED ONTO ADJACENT STREETS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO SWEEP/SCRAPE STREETS AS NECESSARY OR AS DIRECTED BY THE CITY.

ALL EXPOSED SOILS MUST HAVE TEMPORARY EROSION CONTROL PROTECTION OR PERMANENT COVER WITHIN SEVEN (7) DAYS.

THE CONTRACTOR SHALL PROVIDE ALL SOD, SEED, MULCH AND FERTILIZER WHICH SHALL CONFORM WITH THE FOLLOWING MNDOT SPECIFICATIONS AS MODIFIED BELOW.

ITEM		MNDOT SPECIFICATION/NOTES
SOD		3878
SEED **		3878
* FOR TURF ESTABLISHMENT		
	COMMERCIAL TURF	MNDOT MIX 25-131 (220 LBS/ACRE)
	RESIDENTIAL TURF	MNDOT MIX 25-128 (120 LBS/ACRE)
TEMPORARY	FALL COVER	MNDOT MIX 21-112 (100 LBS/ACRE)
	SPRING/SUMMER	MNDOT MIX 21-111 (100 LBS/ACRE)
SOIL-BUILDING COVER		MNDOT MIX 21-113 (110 LBS/ACRE)
	1-2 YEARS COVER	MNDOT MIX 22-111 (30.5 LBS/ACRE)
	2-5 YEARS COVER	MNDOT MIX 22-112 (40 LBS/ACRE)
MULCH		3882 (TYPE 1 - DISC ANCHORED)
FERTILIZER		3881
WOOD FIBER BLANKET		3885 (CATEGORY 2)

* HIGH A MINIMUM OF:
RESIDENTIAL TURF - ONCE PER 2 WEEKS
COMMERCIAL TURF - ONCE PER 4 WEEKS

** SEEDED AREAS SHALL BE EITHER MULCHED OR COVERED BY FERROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION.

TEMPORARY OR PERMANENT MULCH MUST BE UNIFORMLY APPLIED BY MECHANICAL OR HYDRAULIC MEANS AND STABILIZED BY DISC-ANCHORING OR USE OF HYDRAULIC SOIL STABILIZERS.

ALL EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS OR IMPLEMENTED IN THE FIELD SHALL BE IN ACCORDANCE WITH THE CITY AND NPDES PHASE II PERMIT REQUIREMENTS, AND THE MPCA'S "PROTECTING WATER QUALITY IN URBAN AREAS BEST MANAGEMENT PRACTICES FOR MINNESOTA."

THE CONTRACTOR SHALL PAY SPECIAL ATTENTION TO ALL ADJACENT PROPERTY LINES AND MAKE SURE THE EROSION CONTROL PRACTICES INPLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.

THE CONTRACTOR SHALL MAINTAIN SILT FENCE, INCLUDING THE REMOVAL OF ACCUMULATED SEDIMENT, THROUGH COMPLETION OF BUILDING CONSTRUCTION. SILT FENCE TO BE REMOVED ONLY AFTER COMPLETION OF BUILDING CONSTRUCTION AND UPON ESTABLISHMENT OF VEGETATION.

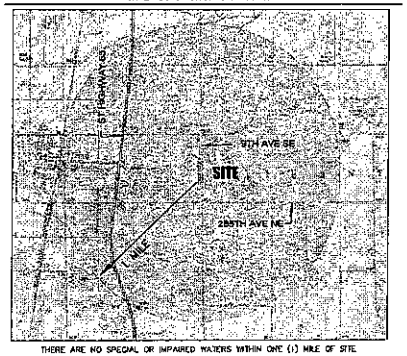
THE CONTRACTOR SHALL PROVIDE WOOD FIBER BLANKET FOR ALL AREAS OF CONCENTRATED FLOW AND FOR ALL SLOPES 3:1 OR GREATER.

PROTECT ALL EXISTING STORM WATER MANAGEMENT FACILITIES FROM CONSTRUCTION RUN-OFF. CONTRACTOR TO PROVIDE INLET SEDIMENT CONTROL FOR ANY STORM SEWER INLETS THAT RECEIVE RUN-OFF FROM CONSTRUCTION ACTIVITIES.

UPON GRADING COMPLETION THE CONTRACTOR SHALL PROVIDE NATIVE TOPSOIL, SEED, AND MULCH ANCHORED WITH A STRAIGHT SET DISC WITHIN 48 HOURS OF FINAL GRADING.

EXCESS SOIL SHOULD BE TREATED LIKE OTHER EXPOSED SOIL AND STABILIZED WITHIN 72 HOURS. ANY SOIL STOCKPILES ARE TO HAVE SILT FENCE PLACED ON DOWNSTREAM SIDES AND SHALL NOT BE PLACED IN SURFACE WATERS.

MAP OF SURFACE WATERS



THERE ARE NO SPECIAL OR IMPAIRED WATERS WITHIN ONE (1) MILE OF SITE

(1) COON CREEK: ASSESSMENT UNIT 07010206-530
AQUATIC MACROINVERTEBRATE BIOASSESSMENTS
THESE IMPAIRMENTS AFFECT AQUATIC LIFE.

BECAUSE THIS PROJECT HAS A DISCHARGE POINT WITHIN ONE MILE OF THE ABOVE-REFERENCED IMPAIRED WATER, THE SWPPP HAS INCLUDED THE FOLLOWING:

C.1. DURING CONSTRUCTION

A. ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

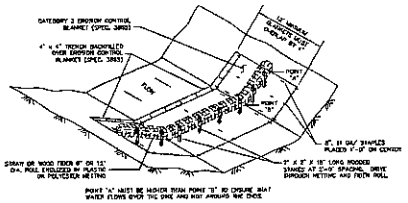
B. TEMPORARY SEDIMENT BASIN REQUIREMENTS DESCRIBED IN PART III.B.1-5 MUST BE USED FOR COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH FIVE (5) OR MORE ACRES DISTURBED AT ONE TIME.

C.2. POST CONSTRUCTION.

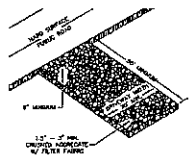
THE WATER QUALITY VOLUME THAT MUST BE TREATED BY THE PROJECT PERMANENT STORMWATER MANAGEMENT SYSTEM DESCRIBED IN PART III.C. SHALL BE ONE (1) INCH OF RUNOFF FROM THE NEW IMPERVIOUS SURFACES CREATED BY THE PROJECT. SEE PART III.C.2 FOR MORE INFORMATION ON INFILTRATION DESIGN AND APPROPRIATE SITE CONDITIONS. IF IT IS DETERMINED THAT SITE CONDITIONS ARE NOT APPROPRIATE FOR INFILTRATION (E.G. LACK OF 3 FT. OF SEPARATION TO SEASONALLY SATURATED GROUND WATER, PROXIMITY TO BEDROCK, CONTAMINATED SOILS) THE REASONS SHOULD BE DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE PROJECT. INFILTRATION IS NOT REQUIRED IN HYDROLOGIC SOIL GROUP D SOILS.

SITE SPECIFIC CONDITIONS

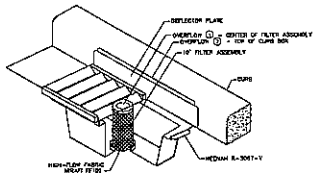
(1) DEWATERING WILL NOT BE REQUIRED FOR THE PROPOSED IMPROVEMENTS
(2) SITE CONDITIONS (MODIFIED SOILS) PRECLUDE INFILTRATION.



BIO-ROLL BLANKET
N.T.S.



ROCK CONSTRUCTION ENTRANCE
N.T.S.



WIMCO INLET PROTECTION
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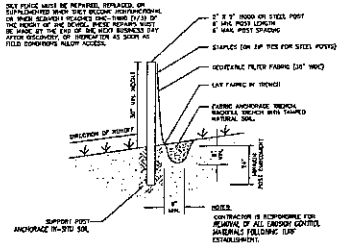


SILT FENCE
N.T.S.

DRAWN BY: A.G. | DESIGN BY: A.G.
CHKD BY: D.W.P. | PROJ. NO.: 16-1026
ORIGINAL DATE: AUGUST 4, 2016

DATE	REVISION DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY

ADAM GRIKEL LIC NO. 43893
DATE: 08-04-2016

SUN PRAIRIE SECOND ADDITION
ISANTI, MINNESOTA
STORM WATER POLLUTION PREVENTION PLAN

PREPARED FOR
T H CONSTRUCTION OF ANOKA

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC
8770 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

C1.2

A Community For Generations.
Isanti

K.6.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: September 20, 2016

Subject: Consider Adoption of an Interim Ordinance to Establish a Moratorium Temporarily Prohibiting Specific Commercial Uses within a Defined Area Along Highway 65.

Background

In light of the recent growth along Highway 65 it is imperative that the City perform due diligence in studying the corridor to ensure this area "will truly define the community and let travelers know that they have entered a unique, vital and vibrant place," as stated in the 2008 Comprehensive Plan.

The Development and Operations Advisory Committee has been reviewing the uses within the "B-2" General Business District within the Highway 65 Corridor area for some time. It has been determined that in the best interest of the community and its development that a moratorium be adopted pursuant to Minnesota Statutes Section 462.355, Subdivision 4, authorizing municipalities to adopt an interim ordinance to regulate, restrict or prohibit any use, development, or subdivision for the purpose of protecting the planning process and the health, safety and welfare of its citizens. The moratorium will allow the Development and Operations Advisory Committee time to further review development along the corridor.

This will not affect operating businesses, nor will it prevent development along Highway 65. Any business within the listed uses in the "B-2" District and not listed in the moratorium are permitted to request approval to operate or locate anywhere within the B-2 District. The area affected by the moratorium is outlined on the attached map and only affects parcels currently zoned "B-2" General Business and Tier 1 – Business between Credit Union Drive and 7th Avenue (a line drawn north and south along each street).

Staff Request

Consider Adoption of the Interim Ordinance establishing a Moratorium until further research has been completed in the creation of a Highway 65 District.

Attachments

- Ordinance No. XXX
- Map of Area Affected by Moratorium
- League of Minnesota Cities – Zoning Guide for Cities – Page 37-38, Interim Ordinances (Moratoria)

ORDINANCE NO. _____

INTERIM ORDINANCE PURSUANT TO MINNESOTA STATUTES SECTION 462.355, SUBDIVISION 4, TO ESTABLISH A MORATORIUM TEMPORARILY PROHIBITING SPECIFIED COMMERCIAL USES WITHIN A SPECIFIC AREA BEING STUDIED WITHIN THE CITY OF ISANTI'S JURISDICTION, INCLUDING THE CORPORATE LIMITS AND THE TIER ONE AREA

THE CITY OF ISANTI DOES ORDAIN:

SECTION 1. Preliminary Findings. Minnesota Statutes Section 462.355, Subdivision 4, authorizes municipalities to adopt an interim ordinance to regulate, restrict or prohibit any use, development, or subdivision for the purpose of protecting the planning process and the health, safety and welfare of its citizens.

SECTION 2. Statement of Policy. The City of Isanti finds that the City is presently conducting or has authorized a study to be conducted, or has scheduled a hearing to consider adoption or amendment of the comprehensive plan or official zoning controls. The City declares that this Interim Ordinance is established pursuant to the aforementioned statute.

There are substantial concerns with the uses permitted within the "B-2" General Business District as it relates to Highway 65 being a gateway into Isanti. The 2008 Comprehensive Plan states that this area "will truly define the community and let travelers know that they have entered a unique, vital and vibrant place." The City Council finds that the consequences of allowing certain uses may be incompatible with said long term planning goals for the Highway 65 corridor. And that such uses currently allowed in the "B-2" General Business District may not be consistent with the city's long term planning goals within said district goals for the Highway 65 corridor. Development along Highway 65 has recently gained momentum and has set a standard of superior commercial development attracting both residents and travelers alike. It is in the best interest of the City and it residents to attract such development, and to uphold a standard that has already been set by numerous existing and in-progress developments along the Highway 65 corridor.

SECTION 3. Prohibition.
In accordance with the findings and policy set forth in Sections 1 and 2 and pursuant to the authority of Minnesota Statues, Section 462.355, subd. 4, the following uses shall be prohibited from consideration and approval during the effective period of this Interim Ordinance: Agricultural sales and services, day care center, dry cleaning and laundromat, funeral home, locksmith, thrift store, tool / equipment rental facility (indoor and and/or with open sales lot), ambulance or medical carrier services, automobile sales and service, farm implement, household maintenance and small engine repair facilities, meat processing facilities, motor vehicle rental facilities, motor vehicle repair facilities, motor vehicle sales, stand-alone parking facilities, religious institutions, self-storage facility, social service facility, temporary patient/family housing, wholesale establishment, wind energy conversion systems, animal sales and services, commercial kennel, farmer's market, flea market, pawn shop, secondhand store, tattoo parlor / body piercing studio, adult uses, and educational institutions except existing educational facility

improvements and pending educational facility improvements previously approved by the City Council within the City's jurisdiction, including the corporate limits and the Tier One area.

SECTION 4. Duration. This Ordinance shall expire within one year of the passage of this Ordinance by the City Council, without City Council action, or it may be repealed earlier if the City Council determines that the requisite studies and ordinances have been completed and adopted and that the appropriate evaluation and action, including any necessary revisions of the zoning code, have been finalized. The duration of this Ordinance may be extended by adoption of a subsequent Ordinance for a total of not to exceed the statutory limits in Minn. Stat. 462.355, subdivision 4.

SECTION 5. Separability. Every section, provision, or part of this Ordinance is declared separable from every other section, provision or part; and if any section, provision, or part thereof or action taken hereunder shall be invalid, it shall not affect any other section, provision, or part.

SECTION 6. Publication. This Ordinance shall be published in the City's designated newspaper and shall be effective immediately.

Adopted by the City Council of the City of Isanti on this 20th day of September, 2016.

George A. Wimmer
Mayor

ATTEST:

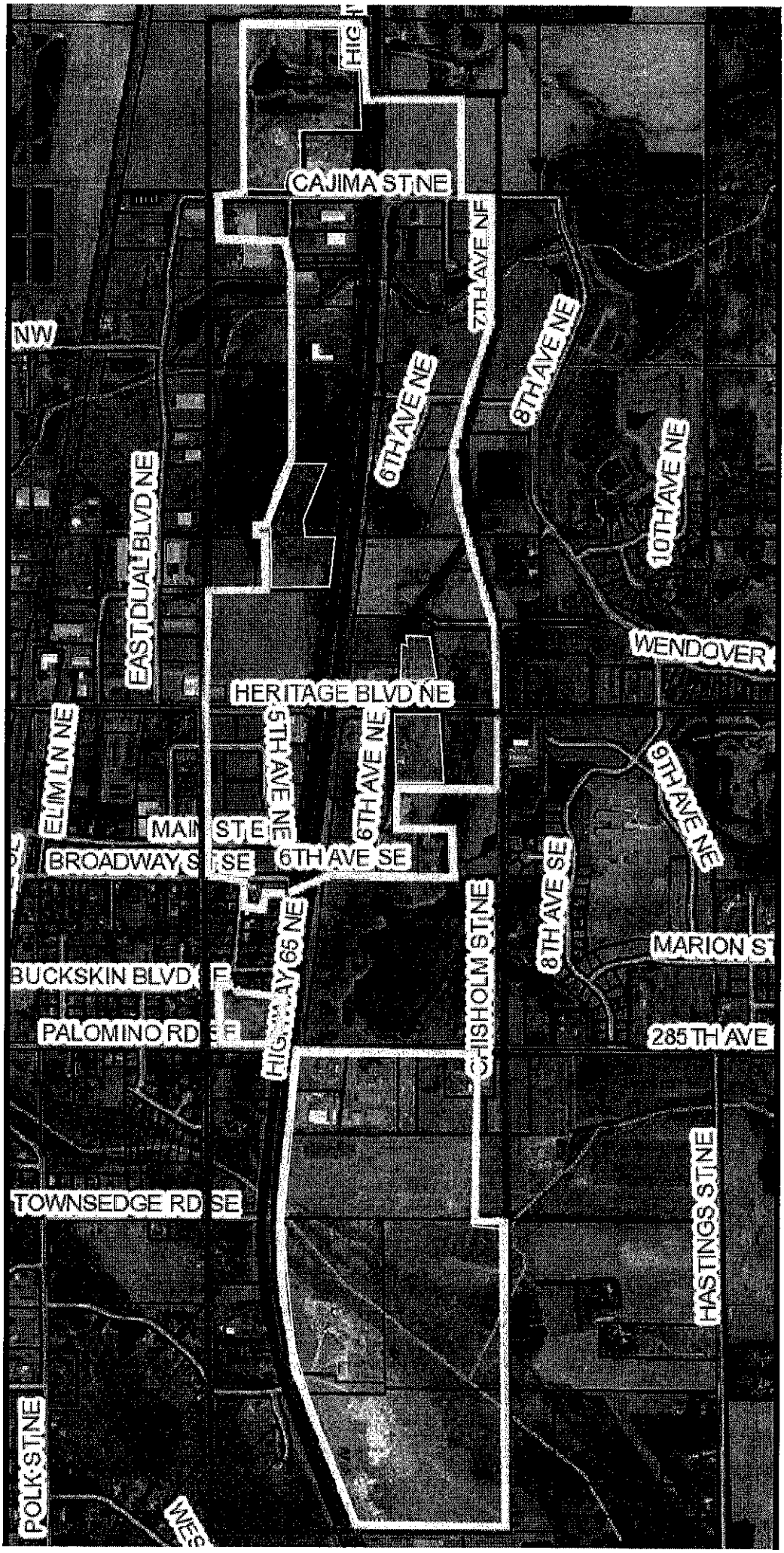
Lindsey McInnis
Human Resources / City Clerk

Reading Date: 09-20-2016
Publication Date: 09-28-2016
Effective Date: 09-28-2016

Moratorium Boundaries

- Moratorium boundaries
- Boundary of affected properties based on current zoning (B-2 and T1-B).
- City Limits
- Tier 1 Business Parcels (shaded yellow)

N



RELEVANT LINKS:

1. Interim Ordinances (Moratoria)

Minn. Stat. § 462.355, subd. 4.
Pawn America Minnesota, LLC v. City of St Louis Park, 787 N.W.2d 565 (Minn. 2010).

Adoption of an interim ordinance (more commonly known as a moratorium) may aid cities in the zoning ordinance amendment process, by allowing a city to study an issue without the pressure of time generated by pending applications. Cities may use a moratorium to protect the planning process, particularly when formal studies may be needed on a particular issue. Cities must follow the procedures established in state statute to initiate a moratorium.

a. Procedure for interim ordinance adoption

Minn. Stat. § 462.355, subd. 4(a).

Cities must initiate a moratorium by adopting an ordinance (interim ordinance). The interim ordinance may regulate, restrict, or prohibit any use, development, or subdivision within the city or a portion of the city for a period not to exceed one year from the effective date of the ordinance. An interim ordinance may only be adopted where the city:

- Is conducting studies on the issue.
- Has authorized a study to be conducted.
- Has held or scheduled a hearing for the purpose of considering adoption or amendment of a comprehensive plan or other official controls, including the zoning code, subdivision controls, site plan regulations, sanitary codes, building codes and official maps.
- Has annexed new territory into the city for which plans or controls have not been adopted.

The legal justification for the interim ordinance should be stated in the findings of fact when the ordinance is adopted.

Minn. Stat. § 462.355, subd. 4(b).
Duncanson v. Board of Supervisors of Danville Tp., 551 N.W.2d 248 (Minn. Ct. App. 1996).

No notice or hearing is generally necessary before an interim ordinance is enacted. However, a public hearing must be held if the proposed interim ordinance regulates, restricts or prohibits livestock production (feedlots). In such case, the notice of the hearing must be published at least ten days prior to the hearing in a newspaper of general circulation in the city.

b. Procedure for interim ordinance extension

Minn. Stat. § 462.355, subd. 4(c).

An interim ordinance may be extended only in limited circumstances if the procedures of state statute are followed. An interim ordinance may be extended if the city holds a public hearing and adopts findings of fact stating that additional time is needed to:

Minn. Stat. § 462.355, subd. 4(c)(3).

- Complete and adopt a comprehensive plan in cities that did not have comprehensive plan in place when the interim ordinance was adopted. This allows an extension for an additional year.

RELEVANT LINKS:

Minn. Stat. § 462.355, subd. 4(c) (1).

- Obtain final approval or review by a federal, state, or metropolitan agency of the proposed amendment to the city's official controls, when such approval is required by law and the review or approval has not been completed and received by the municipality at least 30 days before the expiration of the interim ordinance. This allows an extension for an additional 120 days.

Minn. Stat. § 462.355, subd. 4(c) (2).

- Complete "any other process" required by a state statute, federal law, or court order and when the process has not been completed at least 30 days before the expiration of the interim ordinance. This allows an extension for an additional 120 days.

Minn. Stat. § 462.355, subd. 4(c).

- Review an area that is affected by a city's master plan for a municipal airport. This allows for an additional period of 18 months.

The required public hearing must be held at least 15 days but not more than 30 days before the expiration of the interim ordinance, and notice of the hearing must be published at least ten days before the hearing.

c. Applicability

Minn. Stat. § 462.355, subd. 4(c).
Semler Const., Inc. v. City of Hanover, 667 N.W.2d 457 (Minn. App. 2003).

An interim ordinance or moratorium may not delay or prohibit a subdivision that has been given preliminary approval, nor extend the time for action under the 60-day rule with respect to any application filed prior to the effective date of the interim ordinance.

Woodbury Place Partners v. Woodbury, 492 N.W.2d 258 (Minn. Ct. App. 1993).
Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Planning Agency, 535 U.S. 302, 122 S. Ct. 1465 (2002).

According to the Minnesota Court of Appeals, the use of an interim ordinance prohibiting or limiting use of land is generally not compensable if there is a valid purpose for the interim regulation. In evaluating whether an interim ordinance is a temporary taking in the nature of a regulatory taking, courts will look to the parcel as whole. There is no bright-line rule for regulatory takings; rather, they must be evaluated on a case-by-case basis.

VI. Zoning ordinance enforcement

A.G. Op. 477b-34 (July 29, 1991).

The Municipal Planning Act authorizes cities to enforce their zoning ordinance through criminal penalties. In addition, civil remedies, such as an injunction, are available to cities to cure on-going violations. The Minnesota Attorney General has ruled that it is a general duty of a city to enforce its zoning ordinance and that a city cannot refuse to enforce zoning requirements by ignoring illegal land uses. In enforcing city ordinances, however, a city must be aware that certain landowners may have specific rights as existing non-conformities; if their non-conforming use pre-dated the city's zoning regulation.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of City Council**

From: Josi Wood, Public Services Director/ Assist. City Admin

Date: September 20, 2016

Subject: Resolution to Approve Designated Mowing Areas

Background:

Staff has thoroughly reviewed the current areas that the City mows per the mowing policy and is requesting to revise the mowing policy so all City facility areas are maintained in an aesthetic manner, minimize the amount of time and resources spent to maintain them, and have a policy that is consistent throughout the City

Staff is recommending to use this language as further detailed in attachment 'Exhibit A':
The City of Isanti will only mow along City sidewalks that are located on City property. Maintaining the area on both sides of a sidewalk to the curb adjacent to a property is the property owner's responsibility. The City will maintain a maintenance strip along designated bike/walking paths throughout the City as defined in 'Exhibit A'. The City will maintain mowing turf from the designated bike/walking paths of developed residential parcels to the curb on streets that are recognized as main corridors entering into the City as defined in 'Exhibit A'.

The Development and Operations Advisory Committee met on September 8th to discuss the potential changes and recommends the approval of changes as outlined per the attached mowing policy.

There are a few changes that would take place per the recommendation:
REMOVE these sections:

1. The sidewalk section on the west side of Whiskey Rd NW within the Associations parcel would be removed. We currently do not mow this section unless the Association is not in compliance. The recommendation is for the CEZT to follow protocol to have a contracted service mow if the Association does not and have it billed out to them.
2. The sidewalk section on the north side of Isanti Parkway NW between Whiskey and 3rd. This was not originally mowed by the city but was absorbed in 2014. This is not a main corridor and therefore does not fit into the language as stated above. If the City would continue mowing this area along both sides of the sidewalk and to the curb line, it would be the "exception to the rule". The residents would be notified that this would again become their responsibility.
3. Vacated portion of 2nd Ave SW - The right-of-way that was vacated September 4, 2012 which is now a utility easement; approximately .65 acres. Per Resolution 2012-206 this area was never maintained by the City and in fact maintained by the abutting residents. The easement area is their property. There are similar areas of vacated property that the City does not mow. Staff is recommending to inform residents that the City began mowing this property in error and that it

will again become the responsibility to the abutting property owners. The City will still maintain access and mow around the storm pond area as historically has been occurring.

4. The small parcel at the corner NW intersection of Dahlin and Main St. This is the Isanti Village Apts parcel. They would be notified by a letter informing them they need to mow.

ADD these sections with mowing a maintenance strip:

5. Trail along South Passage from Whiskey Rd SW to Railroad Ave SE.
6. Trail along 285th/CR 55 on either side of 8th Ave
7. Trail along 8th Ave NE from Cajima St NE to Heritage Blvd NE on East side.
8. Trail along Heritage Blvd both west and east of 8th Ave NE on the south side.

ADD these sections with mowing to curb:

9. Trail through ditch to curb on Heritage Blvd NE from 8th Ave NE to the end of the trail on the north side.
10. C-I bike/walk trail from trail to curb.
11. The ditches on either side of Whiskey Rd SW from trail/sidewalk to curb due to being on a main corridor in the city.

Request:

Staff is requesting action on this item.

Attachment:

- Resolution 2016-XXX
- 'Exhibit A' – Mowing Policy
- Map of mowing areas per mowing policy

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING DESIGNATED MOWING AREAS

WHEREAS, the City Council desires to establish a mowing policy for the Public Works Department that ensures proper mowing of city facilities that include: bike paths, sidewalks on public grounds, park facilities, public building sites and City parking facilities; and,

WHEREAS, staff have reviewed the areas mowed by Public Works, recommending changes to ensure that such facilities are maintained in an aesthetic manner, minimize the amount of time and resources spent to maintain them, and have a policy that is consistent throughout the City; and,

WHEREAS, the Development and Operations Advisory Committee has reviewed this matter and is recommending consideration by the City Council of the attached Mowing Policy as defined in 'Exhibit A'; and,

WHEREAS, this Resolution supersedes resolutions designated mowing areas;

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

1. That the attached Mowing Policy, 'Exhibit A', is adopted and implemented after date of adoption for the mowing of all areas addressed in the policy.
2. Property owners will be notified if they are affected by the change in policy.
3. That any questions regarding mowing of park grounds and recreational facilities are referred to the Park, Recreation and Culture Board.
4. That questions on City building grounds or facilities are referred to the City Buildings and Grounds Committee.
5. That questions regarding Public Utility buildings and grounds shall be referred to the Public Works Committee.

This resolution was duly approved by the Isanti City Council this 20th of September, 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

'Exhibit A'
City of Isanti
Mowing Policy

The City of Isanti will only mow along City sidewalks that are located on City property. Maintaining the area on both sides of a sidewalk to the curb adjacent to a property is the property owner's responsibility. The City will maintain a maintenance strip along designated bike/walking paths throughout the City as defined in 'Exhibit A'. The City will maintain mowing turf from the designated bike/walking paths of developed residential parcels to the curb on streets that are recognized as main corridors entering into the City as defined in 'Exhibit A'.

<u>The City of Isanti will only mow a maintenance strip* along the designated bike/walking paths identified below:</u>

- The path extending from Whiskey Rd SW and terminating on Nina St SW.
- The path extending from Whiskey Rd NW to Rum River Drive NW.
- The path extending on Whiskey Rd NW from Heritage Blvd to Isanti Parkway on the east side.
- The path extending on Isanti Pkwy NW from Whiskey Rd NW to Third Ave on the South side.
- The path extending on South Passage SW from Whiskey Rd SW to Railroad Ave SE.
- The path extending on 8th Ave NE from Cajima St NE to Heritage Blvd NE on the east side.
- The path extending on Heritage Blvd NE to the west and east of 8th Ave SE on the south side.
- The path along outside city limit parcels extending on Railroad Ave SE from South Passage SE to Townsedge Rd SE on the west side.
- The path extending along 285th/CR 55 on either side of 8th Ave SE.
- The path extending along 8th Ave NE from Cajima St NE to Heritage Blvd NE.
- New paths developed by the City; or by Developers or property owners by written agreement and designated for public use.

*Maintenance strip is defined as one pass along each side of the path equivalent to approximately 4 feet.
The City may mow areas to the curb where the designated bike/walking path as outlined above is within 10 feet from the curb as is in the best interest of the City.

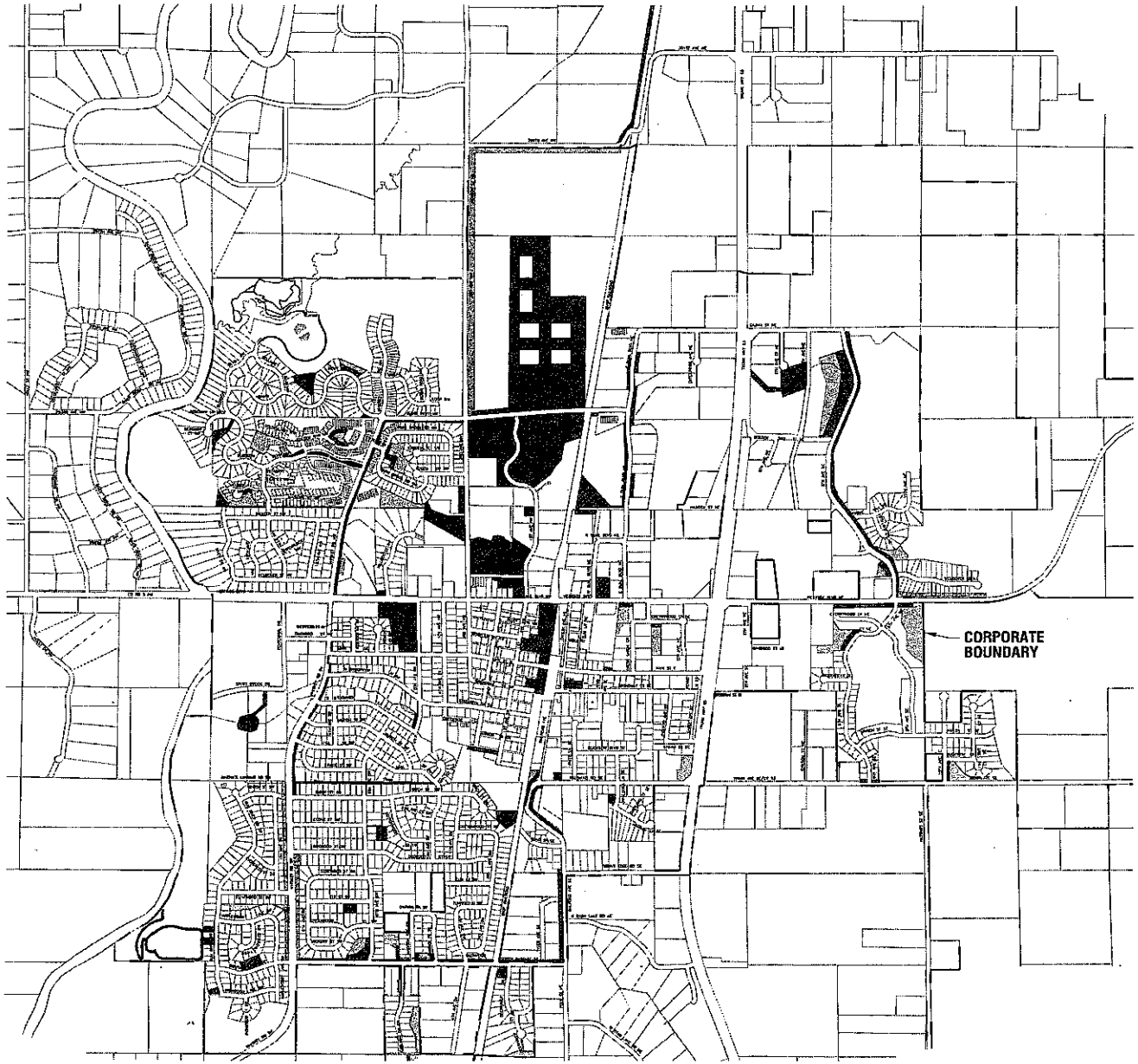
<u>The City of Isanti will only mow from the designated bike/walking paths to the curb on developed main corridors into the city as identified below:</u>

- The path extending on Whiskey Rd SW from Heritage Blvd to South Passage SW on the east side where there is an adjacent sidewalk.
- The path extending on Whiskey Rd SW from Heritage Blvd to South Passage SW on the west side where there is an adjacent sidewalk.
- The path extending north along 3rd Ave NW to the northern most section of Cambridge Isanti Bike/Walk Trail that the City of Isanti has agreed to mow.

- The path extending on Heritage Blvd NE from 8th Ave NE to the end of the trail on the north side.

The City of Isanti will mow other areas as identified below:

- The railroad property on the west side of the tracks located downtown from Heritage Blvd SW to Broadway St SW.
- The corner railroad property on the east side of the tracks located downtown at southwest intersection of Main St SE and Railroad Ave SE.
- The islands on Blossom Blvd NW.
- All park grounds (does not include grounds to be maintained by user organizations through written agreement or contract).
- All City building grounds and public parking lot areas.



CITY OF ISANTI
2016 - MOWING MAP WITH PONDS

ISANTI COUNTY, MINNESOTA

FEBRUARY, 2016

A Community For Generations.

Isanti

LEGEND

- IRRIGATED
- NON-IRRIGATED
- MOW TO CURB (INCLUDING DITCH)
- STORM POND

N

0 1500 3000

SCALE FEET

BOLTON & MENK

A Community For Generations.
Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, AICP
Community Development Director

Date: September 20, 2016

Subject: Code Enforcement Policy - Revisions

Background

While conducting compliance checks and maintaining extensive records, the previous and current Code Enforcement / Zoning Technicians have noted an abundance of properties with repeat code violations. Some of the most common violations consist of vehicles (some inoperable) parked on front yards (in the grass); the accumulation of junk, refuse, and trash.

Of the 572 properties on record since August 2013, with non-grass/noxious weeds violations, 12.3% have repeat or recurring violations. From January 1, 2016 to September 12, 2016, 21 properties have repeat or recurring violations on record. While only representing 5.5% of all properties with violations in 2016, still, these properties pose a challenge to code compliancy and a source of frustration to the community of Isanti.

As the current code enforcement policy implies, repeat or recurrent violations are treated as new offenses, allotting the violator 2 weeks to correct the issue and an administrative citation if not compliant by said deadline. However, to discourage and reduce further repeat violations, it would be beneficial for the City to have the power to immediately issue Administrative Citations to repeat offenders. Revisions to the code enforcement policy would not only discourage relapse in code compliancy by residents, but would enable staff to hold repeat violators more accountable. Having the opportunity to swiftly act, would enable City staff to enforce those rules and regulations fairly and uniformly throughout the community.

DOAC Recommendation

Due to the number of repeat violation that were/are being noted, and City staff's inability to quickly correct some of these glaring repeat code violations, the Development and Operations Advisory Committee held a discussion on this item at their regularly scheduled meeting on September 8, 2016. The Committee had recommended that the current policy be amended, so as to allow City staff to, in the event of a repeat violation of the same, or of a similar nature, which was previously cleared, occurring within a twelve (12) month period on the same property, owned by the same property owner, immediately issued an Administrative Citation to the violator.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-

RESOLUTION NO. 2016-XXX

RESOLUTION UPDATING A PROCESS FOR CODE ENFORCEMENT AND NUISANCE ABATEMENT

WHEREAS, the City of Isanti had desired a more efficient and effective process for the abatement of City Code violations and nuisance complaints; and,

WHEREAS, Resolution No. 2007-025 was adopted by the City Council on February 6, 2007; which established a nuisance abatement process; and,

WHEREAS, since the adoption of Resolution No. 2007-025, several actions by the City Council have further amended and re-defined this process. This resulted in adoption of Resolution 2014-096 which clarified and standardized the enforcement process; and,

WHEREAS, the process now includes action against repeat nuisance violations within a twelve (12) month period; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution No. 2016-XXX Replaces Resolution No. 2014-096, in its entirety as well as nullifies any subsequent action previously taken by the City Council to amend the original nuisance abatement process outlined in Resolution No. 2007-025.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the following code enforcement and nuisance abatement process:

1. Enforcement of the Nuisance Ordinance and other City Code violations can be either complaint driven or inspection based. Complaints received against property owners that have been deployed, City staff is granted discretion and due diligence when dealing with these residents.
2. A letter is sent to the property owner(s) and/or tenant(s) responsible for the City Code violation. The property owner(s) and/or tenant(s) are given fourteen (14) consecutive calendar days to comply with City Ordinances.
3. After fourteen (14) days, the property will be re-inspected. If the cause of the violation has not been corrected and the property fails to comply with City Ordinances, the property owner(s) and/or tenant(s) may be issued an Administrative Citation. In addition, the matter may be referred to the City Council for abatement and/or the Police Department and City Attorney in the event that criminal action is necessary.
4. The property owner and/or occupant is given ten (10) days to pay the Administrative Citation fine and bring the property into compliance, or contact the City to request an Administrative Hearing at which time the property owner and/or occupant will be found guilty or not guilty of the violation. In the event that the property owner and/or occupant are found not guilty, the City reserves the right to pursue an administrative penalty or a criminal conviction for a violation of the same provision of the City Code based on a different set of facts.
5. In the case, the matter is referred to the City Council for consideration of abatement, the proceedings are as provided in 216-6 of the Code of the City of Isanti.
6. <u>In the event of a repeat violation of the same, or of a similar nature, which was previously cleared, occurring within a twelve (12) month period on the same property, owned by the same property owner, the violator will be immediately issued an Administrative Citation.</u>
7. The City Council priority for enforcement of City Ordinances is as follows:
    a. Health and safety issues constituting a violation of City, State, or Federal law shall be abated immediately utilizing any and all law enforcement procedure that is available.
    b. Clean-up of junk, debris, discarded material, and hazardous situations. This includes

garbage, outdoor refrigerators, salvage materials, etc.

c. Address long grass, weeds or other deteriorating situations; to include snow shoveling as well.
d. Address vehicles and trailers without current license, particularly if they are inoperable. This would also include broken down machinery, disassembled machinery, wrecked vehicles, etc.
e. Address vehicles and trailers parked in the yard, not on the driveway. This also includes parking of machinery/vehicles not on impervious or unimproved surface, property locations, etc.
f. All other items, to include farm animals, sprinkling, etc.

7. Large lot mowing, nuisance mowing, and sidewalk snow/ice violations, shall follow the process and procedures as adopted by Resolution of the City Council.

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

Attest:

George A. Wimmer
Mayor

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

K.9.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: September 20, 2016

Subject: Revision of Rum River BMX Association Agreement to Allow Mail Delivery at the Isanti Indoor Arena

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Background:
The Rum River BMX Association has requested permission to install a mail receptacle at the Isanti Indoor Arena where their offices are located. At the August 16, 2016 City Council meeting, it was discussed that a secured door slot style box could be allowed with revisions to the agreement between the City of Isanti and the association. Council directed staff to begin working to revise the documents. City staff have worked with the City Attorney to revise the document according to the Council discussion.

The Rum River BMX Association Lease Agreement includes Exhibit D: Operating Policy. The Operating Policy has been revised to include Paragraph 9 in the City of Isanti commitments section, and is included for Council Review.

DOAC Recommendation:
At the September 8, 2016 meeting, the committee reviewed the changes and recommends that council adopts the revision.

Staff Request:
Staff is requesting that Council review the revision to the Rum River BMX Association Operating Agreement.

Attachments:
- Rum River BMX Association Operating Agreement revision

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING REVISION TO RUM RIVER BMX ASSOCIATION AGREEMENT TO ALLOW MAIL DELIVERY AT THE ISANTI INDOOR ARENA

WHEREAS, the Rum River BMX Association has signed a long-term, 40-year lease with the City of Isanti for use of the Isanti Indoor Arena; and,

WHEREAS, the Rum River BMX Association has requested permission to have Association mail delivered to the Isanti Indoor Arena; and,

WHEREAS, the Isanti City Council discussed and approved a secure door style slot with a revision to the standing lease agreement; and,

WHEREAS, city staff have revised the agreement per Council direction;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the revision to the Rum River BMX Lease Agreement and Operating Policy.

This resolution was duly adopted by the Isanti City Council this 20th day of September, 2016.

Attest:

_____
George A. Wimmer
Mayor

_____
Lindsey McInnis
Human Resources / City Clerk

(SEAL)

Excerpt of Rum River BMX Lease Agreement
Exhibit D

Operating Policy

Intent

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

Hours of Use

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

Community Use

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

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

Special Events (Tournaments or Meets)

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

City Of Isanti

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

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

5. Any water and sewer service used by the Rum River BMX Association to operate the indoor facility, north restrooms, south restrooms and concession area will be metered and billed to the Rum River BMX Association at standard City Rates. Separate metered access to water for exclusive maintenance of the BMX track will be provided to Rum River BMX Association at no cost and usage will not be billed to said Association.
6. When the City becomes aware of grant opportunities, the City shall forward those opportunities along to the Rum River BMX Association. The City also agrees to provide letters of support to the Rum River BMX Association for such grant applications.
7. During the term of the Lease, the Rum River BMX Association shall not be assessed any future improvement of Isanti Parkway NW.
8. The City's commitments as described in this agreement, are subject to the condition that the Rum River BMX Association provides adequate evidence satisfactory to the City that it is able to cover all operating expenses and any future projects in accordance with all terms and conditions herein agreed upon.
9. The City of Isanti shall allow the Rum River BMX Association, at said Association's sole option, to install a door slot style mailbox at the Isanti Indoor Arena BMX facility with a locked receptacle for delivery of U.S. mail to Rum River BMX Association, subject to the following conditions:

   (A) Any such mailbox and all deliveries to such mailbox shall be subject to any and all applicable general and local U.S. Postal Service policies and/or regulations.
   (B) Regular deliveries will be made to the mailbox by the United States Postal Service in accordance with its normal delivery schedule.
   (C) All costs pertaining to the installation, use, maintenance, security and/or any other matter related to the mailbox shall be the sole responsibility of the Rum River BMX Association.
   (D) Rum River BMX shall and does hereby agree to indemnify and hold the City of Isanti and its officers, employees and agents harmless from any and all loss, costs, liability and/or damages resulting from or in any way pertaining to the installation, use, maintenance , security or in any other way related to said mailbox.
   (E) Upon installation of such mailbox, the Rum River BMX Association may elect use 101 Isanti Parkway NW, Isanti MN 55040 as its official address as registered with the Minnesota Secretary of State and with any other governing or regulatory agencies, provided however, that Rum River BMX Association shall be solely responsible at its own expense to take all steps necessary to accomplish any and all such official address changes, and shall thereupon be responsible to provide the City of Isanti with written confirmation of any and all such official address changes, whereupon all references to the address of the Rum River BMX Association in the Lease Agreement between the City of Isanti, as Landlord, and Rum River BMX Association, as Tenant, dated October 27, 2014, and in this Operating Policy, shall be changed to so reflect said new official address
   (F) In the event of termination of said Lease Agreement dated October 27, 2014 and/or upon Rum River BMX Association vacating and moving from the facility located at 101 Rum River Parkway NW, Isanti, MN 55040, the Rum River BMX Association, if so requested by the City of Isanti in its sole discretion, shall be responsible at the sole expense of the Rum River BMX Association to remove any mailbox installed pursuant to the provisions of this paragraph, and to return or replace the door wherein such mailbox/slot was placed so that the door is in the same condition as existed prior to the installation of such mailbox/slot. [Paragraph 9 added according to Resolution XXX-2016]

Exhibit D

Rum River BMX Association

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

Exhibit D

Maintenance

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

City of Isanti Responsibilities

1) The City will be responsible for stocking supplies, cleaning and maintenance of the South side restrooms within the BMX Facility which shall also be open to the public during such hours as the City may specify.
2) The City agrees to plow the public parking lot directly west of the BMX Facility during park hours and for BMX events when the snow is in accumulation of 3" or more.
3) The City will be responsible for all general and cleaning maintenance of the warming house on the South side of the BMX Facility.
4) The City will be responsible for all mowing, fertilizing and maintenance of the grassy area located outside the BMX Facility, as depicted on Exhibit A of the Lease Agreement.

Rum River BMX Association Responsibilities

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

9) Rum River BMX Association agrees to securely lock the interior locks of the South side restrooms of the BMX Facility each day from the hours of 10:00 p.m. to 7:00 a.m. unless otherwise directed by the City.
10) Rum River BMX Association will be responsible for all interior maintenance of the BMX Facility associated with the track including but not limited to track repairs, mowing of turf, and turf repairs.
11) All necessary equipment for track maintenance and/or operation and all storage of such equipment shall be the sole responsibility of the Rum River BMX Association.

Site Improvements

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

_____
Mayor George A. Wimmer

ATTEST:

_____
Donald C. Lorsung
City Administrator

(SEAL)

RUM RIVER BMX ASSOCIATION

By:_____

Its:_____

Date:_____

K.10.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 20, 2016

Subject: **Consider Amendments to City Code and Fee Schedule – Removal of Collector Street Fee**

Background:

City Staff, Northland Securities and DOAC have reviewed the history and finances relating to the Collector Street Fee. This review indicates that all debt service obligations set forth in the 2005A Bonds, which was the reason the Collector Street Fee was implemented, have been satisfied. Removal of this fee has the potential to encourage future economic development in the City of Isanti.

Attached is a draft Ordinance Amendment for City Code Chapter 160, Fees, and a proposed Resolution with the terminology deletion, as outlined below:

~~**Collector Street Fee**~~ ~~**$9,000.00/Usable Acre in Area in NE quadrant of CSAH 5 and TH 65**~~

DOAC Recommendation:

DOAC met on September 6, 2016 and the recommendation was to eliminate the Collector Street Fee

Request for Action:

a.) Consider adoption of Ordinance No ___ AN ORDINANCE AMENDING THE CODE OF THE CITY OF ISANTI CHAPTER 160 FEES
b.) Consider adoption of Resolution 2016-___ A RESOLUTION ADOPTING FEES WITHIN THE CITY OF ISANTI

Attachments:

1) Consider adoption of Ordinance No ___ AN ORDINANCE AMENDING THE CODE OF THE CITY OF ISANTI CHAPTER 160 FEES
2) Consider adoption of Resolution 2016-___ A RESOLUTION ADOPTING FEES WITHIN THE CITY OF ISANTI

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF ISANTI CHAPTER 160 FEES

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

I. **Section 160-2. Enumeration of fees – of Chapter 160, of the Code of the City of Isanti is hereby amended to add or delete from the text of Section 160-2 as follows:**

DELETE

Street Department
~~Collector Street Fee - $9,000 / Usable Acre in Area in NE quadrant of CSAH 5 and TH 65~~

II. **EFFECTIVE DATE.**
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council, this 20th day of September, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

Reading Date: 9-20-2016
Publication Date: 9-28-2016
Effective Date: 9-28-2016

(SEAL)

RESOLUTION NO. 2016-___

A RESOLUTION ADOPTING FEES WITHIN THE CITY OF ISANTI

WHEREAS, the City Council by Ordinance sets forth a fee table for the City of Isanti; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City that all fees within the City are established by resolution; and

WHEREAS, these fees are fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed in accordance with Minnesota Administrative Rules 1300.0160; and

WHEREAS, The Collector Street Fee was created to assist in payment of the debt service of the 2005A Bonds that included the construction of street, sewer and water infrastructure in the Northeast Quadrant of Hwy 65 and Heritage Blvd; and

WHEREAS, the Collector Street Fee first appeared in the City Fee Schedule through Ordinance 355 in 2006 and the fee has been amended from time to time; and

WHEREAS, Resolution 2007-303 dedicated future revenues from the Collector Street Fee to be allocated to Sewer (55%) and Water (45%) to assist in the payment of the debt service associated with the 2005A Bonds; and

WHEREAS, All of the debt service associated with the issuance of the 2005A Bonds is retired and there are no outstanding obligations for said bonds; and

WHEREAS, There are a few existing development agreements that reference the Street Collector Fee and an obligation to pay by the Developer upon platting of the property; and

WHEREAS, the following fee schedule shall be effective September 20, 2016.

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

1. Set forth the following fee schedule:

Administration

Administrative Citations – City Code Violations	
Chapter 216, Nuisances	$200.00
Chapter 227, Parking and Storage	$200.00
Chapter 256, Residential Property Maintenance Standards	$200.00
Chapter 284, Streets and Sidewalks	$200.00
Ordinance #445, Zoning Ordinance	$200.00
Ordinance #445, Section 16 Signs	$100.00
Chapter 87-5.1, Animal Litter	$ 75.00
Adult Use Fee	$5,000.00

Adult Use Investigation Fee	$2,000.00
Affidavit of Candidacy	$15.00
Agenda Packet Subscription	$150.00
Agenda Subscription	$25.00
Copies	$.25 per page, plus tax
Dog Bite Incident (if applicable)	$90.00
Dog Boarding (at Impound)	$22.00 per day plus tax
Dog Impound 1st Time	$65.00 plus tax
Dog Impound 2nd Time	$70.00 plus tax
Dog Impound 3rd Time	$80.00 plus tax
Additional Fee for Pick up (7pm-8am & Holidays)	$30.00
Dog License (Duplicate)	$5.00
Dog License (Fixed)	$10.00
Dog License (Not)	$15.00
Dog License Late Fee	$5.00
Dog License Lifetime	$50.00
Euthanasia / Disposal	$175.00
FAX - in	$.25 per page, plus tax
FAX - out	$.25 per page, plus tax
Gambling Permits – Application & Investigative Fee	$50.00
Kennel License (Commercial)	$100.00 per year
Kennel License (Residential)	$50.00 per year
Lawn Sprinkling 1st Violation	$20.00
Lawn Sprinkling 2nd Violation	$35.00
Lawn Sprinkling 3rd Violation	$50.00
Meeting Minutes – Copy of CD	$10.00
Non-Compliance Fee	$25.00
Notary	$5.00 per document
Pawnbroker/Shop	$1,500.00
Pawnshop Investigation Fee Initial Application Only, does not apply to Renewal	$1,500.00
Pawnshop Transaction Fee	$1.30 plus pass through costs per transaction
Peddler Permit	
Day	$25.00
Month	$75.00
Seasonal (6 months or less)	$200.00
Application Investigation Fee	$75.00
Retail Fire Works Permit – Application Fee	$15.00
Retail Fire Works Permit – Permit Fee	$25.00
Returned Checks	$30.00
Secondhand Goods Dealer	$1,500.00
Secondhand Goods Dealer Investigation Fee Initial Application only, not for renewals	$1,500.00
Secondhand Goods Dealer, Temporary	$750.00
Secondhand Goods Dealer Transaction Fee	$1.30, plus pass through costs per transaction
Special Assessment Fee Unpaid Utility Bills, Code Enforcement Violations, Etc.	$30.00 per assessment

Special Meeting Request	$500.00
Special Vehicle Permit	$25.00
Staff Time (not specified elsewhere)	Actual hourly wage multiplied by 145%
Street Block Party Deposit	$50.00 (Refundable)

Building Inspections

Building Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
Basement Finishes Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
City Utility Services under Driveway	$100.00
Commercial Landscape Escrow	$5,000.00 per site (Refundable)
Curb Cut Permit	$75.00
Deck Permit	$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry
Demolition Permit	greater of $100.00 or 1.27% of contract price
Excavation Permit Fee	
a. Hole	$125.00
b. Emergency Hole	$55.00
c. Trench	$50.00
Fence Permit (Fences >7')	$80.00
Fire Suppressant Permit – Commercial/Multi-Family	1.5% of project value
Grade Survey Check	
a. Commercial	$50.00
b. Residential	$50.00
Grading Permit	$150.00
Investigative Fee	100% of permit fee
Lawn Irrigation Permit	$80.00
License Verification Fee	$5.00
Mechanical Permit	$75.00 per unit
Mechanical Permit – Commercial/Multi-Family	1.5% of project value
Minimum Permit Fee	$50.00
Plan Check Fee	65% of calculated permit fee, when applicable
Plan Check Fee – Duplicate Plans	Duplicate plan fees reduced to 25% of calculated permit fee
Plumbing Permit	$80.00 and $5.00 per unit
Plumbing Permit – Commercial/Multi-Family	1.5% of project value
Re-Roof Permit	$80.00
Re-Siding Permit	$80.00
Rental License Late Fee	100% of rental license fee
Replacement of Air Conditioner Permit	$75.00 per unit

Replacement of Air Conditioner Permit – Commercial/Multi-Family	1.5% of project value
Replacement of Furnace Permit	$75.00 per unit
Replacement of Furnace Permit – Commercial/Multi-Family	1.5% of project value
Residential Driveway Escrow	$2,000.00 (Refundable)
Residential Landscape Escrow	$6,000.00 (Refundable)
Residential Rental License Fee	
1 Unit	$150.00
2-4 Units	$175.00
5-12 Units	$225.00
13-20 Units	$240.00
21–50 Units	$250.00
51 + Units	$300.00
Additional Inspections	$50.00 Per Inspection
State Surcharge	Applied to all permits
Swimming Pool Permit	$80.00
Water/Sewer Line Repair Inspection Fee	$80.00
Window/Door Replacement Permit	$80.00

Electrical Inspection Fees

All Services Residential Service Change $100.00, this includes one inspection. Or the below rates.		Circuits and Feeders The inspection fee for the installation, addition, alteration, or repair of each circuit, feeder, feeder tap, or set of transformer secondary conductors:	
0 to 300 amp	$50	0 to 30 amp	$8
400 amp	$58	31 to 100	$10
500 amp	$72	101 to 200 amp	$15
600 amp	$86	300 amp	$20
800 amp	$114	400 amp	$25
1000 amp	$142	500 amp	$30
1100 amp	$156	600 amp	$35
1200 amp	$170	700 amp	$40
Add $15.00 for each additional 100 amps		Add $5.00 for each additional 100 amps	
Minimum permit fee is $50.00 plus $5.00 state surcharge. This is for one inspection only. Minimum fee for rough-in inspection and final is $100.00 plus $5.00 state surcharge.			
Maximum fee for single family dwelling not over 200 amps is $150.00 plus $5.00 state surcharge. Maximum of 2 rough-in inspections and one final inspection.			
Apartment Buildings: Maximum fee per unit of an apartment or condominium complex is $100.00. This does not cover service and house wiring. A separate permit must be issued for house wiring.			

Swimming Pools: $100.00 this includes 2 inspections

Traffic Signals: $10.00 per each standard

Street Lighting: $5.00 per each standard

Transformers/Generators: $10.00 per unit + $0.50 per KVA

Retro Fit Lighting: $0.75 cents per fixture

Sign Transformer: $10.00

Remote Control/Signal Circuits: $1.00 per device

Re-inspection Fees: $50.00

*Fees are doubled if the work starts before the permit is issued

Community Center

Cleaning Fee (if elected by renter)	$125.00, plus tax
Damage Deposit	$250.00
Damage Fees	
Cleaning	$35.00 per hour minimum, plus tax
Tables	$100 each, plus tax
Chairs	$20.00 each, plus tax
Unreturned keys	$250.00, plus tax
Smoking Non-Designated Areas	$200.00, plus tax
Other Items	To be determined based on replacement cost, plus tax
Equipment Available to Rent (larger deposit may be required)	
LCD Home Theater Projector on Cart	$50.00, plus tax
9' Portable Screen	$20.00, plus tax
Blu-Ray DVD Player	$15.00, plus tax
Speakers & Microphone (Includes tripod stands if requested)	$15.00, plus tax
Podium	$10.00, plus tax
Non-Profit Organizations	$50.00, plus tax (full day) $25.00, plus tax (4 hours or less)
Private (less than 50 individuals) or For-Profit Organizations	$100.00, plus tax (full day) $ 50.00, plus tax (4 hours or less)
Special Events Includes use of the kitchen. Dishes and utensils provided by you for your event. With or without alcohol. Greater than 50 individuals in attendance.	$275.00, plus tax

Fee Arrangements – When Requested
Non-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax
1	$50
2	$100
3-4	$150
5	$200

Days Per Month	Monthly Fee, plus tax
1-2	$25
3-5	$50

** Minimum rental fee of $25/month or $5/day when rented more than 5 days per month.
** Groups storing belongings at the facility may be subject to a monthly storage fee.
** Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.
**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Fee Arrangements – When Requested
For-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax
1	$150
2	$300
3-4	$450
5	$600

Days Per Month	Monthly Fee, plus tax
1-2	$50
3-4	$100

**All other fees and deposits for the rental of the facility apply.
**Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.
**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Economic Development Authority

Assignment & Assumption Agreement	$1,000.00 plus costs
Development Agreement (Non-Abatement or TIF)	$1,000.00 plus costs
Establishment of New TIF District	$4,800.00 or actual cost
Host Approval of Conduit Debt	$3,000 escrow
Issuance of Conduit Debt	1/4% of the proposed issuance amount, $3,000 minimum, $25,000 maximum escrow
Revolving Loan Fund Application Fee	1% origination fee

TIF Development Agreement	$2,500.00 plus costs
Tax Abatement Application Fee	$1,000.00 plus costs

Liquor/Beer

Background Check & Investigation Fee	
For Partnership – Corporation – Association	$300.00
For Individual	$100.00
Initial Application only, does not apply for Renewals	
Beer Off-Sale (3.2)	$150.00
Beer On-Sale (3.2)	$250.00
Brewers Off-Sale Malt Liquor	$310.00
Brewers Tap Room On-Sale	$500.00
Brew Pub Off-Sale Malt Liquor	$310.00
Club License (Max dictated by MN State Statutes)	$500.00
Intox Liquor On-Sale	$2,500.00
Intox Liquor Sunday On-Sale	$200.00
Setups	$200.00 per year
Temporary Consumption and Display Permit	$25.00
Temporary On-Sale 3.2 Beer License (1-4 Days)	$50.00
Temporary On-Sale 3.2 Beer License (1-4 Days)	
Multiple Events	$500.00
Temporary On-Sale Beer	$50.00
Temporary On-Sale Liquor	$50.00
Temporary On-Sale Liquor (2-4 Days)	$50.00
Temporary One-Day On-Sale Liquor License	$25.00
Wine	$300.00

Parks Department

Copy of Comprehensive Park Plan	$10.00
Community Garden – Ground Plot (Season Fee)	$15.00
Community Garden – Raised Bed (Season Fee)	$20.00
Park Dedication Fee (Residential)	$1,500.00 per unit
Park Dedication Fee – Multi Family with Recreational Amenities – Up to 25% Reduction of	$1,500 per unit fee
Park Dedication Fee (All Others)	$1,500.00 per Commercial/Industrial Acre
Park Shelter Electric Box Deposit	$50.00
Park Shelter Fee – Non City Resident or Business	$10.00 plus tax
Special Event Cleanup Deposit	$100.00
Tennis Court Usage	Resident (Individual) 1 court No Charge 2 courts $6 plus tax Non-Resident (Individual) 1 court $6 plus tax 2 courts $12 plus tax Civic Group, Youth Organization, League, Business, Industry, Church or School Per court, per reservation $15 plus tax Per season (1 or 2 courts) $250 plus tax
Unity Park Softball Field Usage	$25.00 plus tax per day Non-Resident

	$15.00 plus tax per day Resident

Planning & Zoning Department

Administrative Appeals	$200.00 plus costs
Administrative Permit	$75.00
Administrative Subdivision	$275.00 plus costs
Annexation/De-Annexation	$100.00 plus costs
Comprehensive Plan Amendment	$325.00 plus costs
Conditional Use Permit	$325.00 plus costs
Conditional Use Permit Amendment	$275.00 plus costs
Copy of Comprehensive Plan	$50.00
Copy of Maps	$ .50 black and white
Copy of Zoning Map	Fee based on size & type of map
Copy of Zoning Ordinance	$25.00
Copy of Engineer Design Standards	$35.00
Development Agreement for Subdivisions	$2,500 escrow plus costs
Development Agreement (Non-Subdivision)	$1,500 escrow plus costs
Easement Application	$200.00 plus costs
EAW & EIS Review	$600.00 plus costs
Final Plat	$325.00 plus $10.00 per lot/unit plus costs ($1,500.00 escrow)
Interim Use Permit	$325.00 plus costs
Minor Subdivision Plat	$325.00 plus costs ($1,000.00 escrow)
Planned Unit Development – Final Plan	$325.00 plus costs ($1,500.00 escrow)
Planned Unit Development – General Plan	$500.00 plus costs ($1,500.00 escrow)
Preliminary Plat	$500.00 plus costs ($1,500.00 escrow)
Rezoning Request	$325.00 plus costs
Sign Permit (permanent)	$75.00
Sign Permit (temporary)	$50.00
Signal Light Fee	$119.00 per residential unit $ .10 per sq. ft. of usable Commercial lot platted
Site Plan Review	$325.00 plus costs ($1,000.00 escrow)
Site Plan Review Financial Surety (Commercial/Industrial)	125% of estimated cost of site improvements (driveway, parking and loading areas)
Text Amendment	$275.00
Vacation Request	$275.00 plus costs
Variance Request	$325.00 plus costs
Wetlands Replacement Plan Review	$500.00
Zoning Permits	$80.00
Zoning Verification Letter	$30.00

Police Department

Administrative Citation	$60.00
Alcohol Screening	$3.00 per time or $75.00 per year
Chemical Disposal (small amount)	Cost of Disposal
Chemical Disposal (large Amount)	Cost of Disposal
Cleaning of Crime Scene	Cost of Cleanup

Copy of Photo	$5.00
Copy of Police Report	$.25 per page, plus tax
Copy of Video/Audio/DVD	$25.00
Fee for Returned Check listed under Administration	
Fingerprinting	$15.00 per non-resident or non-Isanti business, $ 0.00 for Isanti resident or business
Parking Ticket	$20.00
Police Records Search	$35.00
Professional Hire of Police Office	$50.00 per hour
Reschedule Hearing on Administrative Citation	$50.00
Storage Fees	$20.00 per day
Towing	As per towing contract fee schedule
Unjust Hearing	150% of cost of hearing

Sewer and Water Department

Delinquent Posting Notice Fee	$15.00
New Construction:	
Meter (5/8 & 3/4 inch)	Cost included in permit fee
Meter (larger, > 3/4 inch, diameter)	Cost minus $285.00
Replacement:	
Meter (5/8 & 3/4 inch)	
Head	$80.00
Body	$230.00
Meter (larger, > 3/4 inch, diameter)	Cost plus $25.00
Meter Replacement Administrative	
Fee for Non-Compliance	$75.00/month
Private Metered Water Sales	
a. Meter Deposit	$1,200.00 (refundable deposit)
b. Backflow Preventer Deposit	$800.00 (refundable deposit)
c. $10.00 minimum and up to 1st 1000 gallons; as per rate study per/1,000 thereafter	
Private Well Water Testing	$90.00
Sewer Access Fee (SAC)	$4,306.00 per unit based on REC assessment
Sewer Rates	Per City Code Chapter 260
Storm Water Rates	Per Ordinance No. 569
Trunk Utility Charge	$1,000.00 if more than one unit based on REC schedule $2,050.00 per Commercial/Industrial acre
Unpaid Water and Sewer	$5.00 per month
Water Access Charge (WAC)	$3,677.00 per unit based on REC assessment
Water Disconnect	$50.00
Water Reconnect	$50.00
Water Meter Testing	1 Hour Public Works Staff plus Costs
Water Rates	Per City Code Chapter 325

Street Department

Bobcat/Tractor Charge with Operator	$100.00 per Hour
~~**Collector Street Fee**~~	~~**$9,000.00/Usable Acre in Area in NE quadrant of CSAH 5 and TH 65**~~

Labor	$50.00 per Hour
Magikist Line Thawer with Operator	$100.00 per Hour
Mow Charge with Operator	$90.00 per Hour
Sidewalk Snow Removal	$30.00
Street Cut Permit	$1,200.00
Weed Whip Charge with Operator	$75.00 per Hour

MINNESOTA WARN RATES- Equipment Charges Are Per Hour with Operator

	Business Hours	Non-Business Hours
Road Grader with Wing, Dump Truck with Snowplow and Wing, Wheel Loader	$160.00	$180.00
Self-propelled Broom, Air Compressor with Accessories and Pickup, Pickup, One Ton Trucks, Rollers, Tractors	$90.00	$110.00
Sewer Jet Rodding Machine, Vactor with Pickup (Each Requires Two Operators) There is an additional charge of $.35 per lineal foot for sewer cleaning.	$135.00	$145.00
Single Axle Truck, Street Sweeper, Single Axle Dump Truck with Snowplow, Brush Hog	$125.00	$145.00
Six Inch Pumps with Engine	$75.00	$95.00
Skidsteer, Self-propelled Mower/Snow Blower/ Broom Attachment, Small Trencher	$90.00	$105.00
All Other Equipment Such As Chain Saw, Push Mower, Snow Blower and Weed Whips	$75.00	$95.00

Fire

Fire Extinguisher Service Deposit Fee	$25.00 (refundable)
Fire Extinguisher – Administrative Fee	$3.00

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota authorize elimination of the Collector Street Fee

BE IT FURTHER RESOLVED by the City Council of the City of Isanti that all outstanding, or pending Collector Street Fees included in existing Development Agreement that have not been paid prior to this date be considered satisfied or forgiven from this date forward.

This resolution was duly adopted by the Isanti City Council this 20th day of September, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

A Community For Generations.

Isanti

Request for City Council Direction

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 20, 2016

Subject: **Consider Resolution for Submittal of 2016 Comprehensive Economic Development Strategy (CEDS) to East Central Regional Development Commission (ECRDC)**

Background:

Please find the 2016 CEDS Survey Update completed by City Staff and reviewed by the EDA. Updates were made to the demographic information and narratives and the Medical Clinic was removed. The projects identified for the 2016 CEDS include: 1) Rail Served Industrial Park, 2) Downtown Redevelopment, 3) Mechanized Sewer Treatment Plant Upgrade and 4) Hotel. The purpose of the CEDS Survey is to identify Economic Development priorities that could qualify for EDA funding and it serves as an internal planning document. If there are additional projects that the City Council feels should be added it should be conveyed to Staff before submittal to the ECRDC. The survey needs to be returned to the ECRDC by September 22, 2005.

City of Isanti EDA Recommendation:

Motion to recommend to the City Council the submittal of attached 2016 CEDS was made by EDA on September 6, 2016.

Staff Request for Action:

Staff is looking for a motion to approve, deny or amend the Resolution 2016-_____ Authorizing Submittal of 2016 Comprehensive Economic Development Strategy (CEDS) Survey to East Central Regional Development Commission (ECRDC).

Attachments:

1) Resolution 2016-_____ Authorizing Submittal of 2016 Comprehensive Economic Development Strategy (CEDS) Survey to East Central Regional Development Commission (ECRDC).

RESOLUTION 2016-___

AUTHORIZING SUBMITTAL OF 2016 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) TO EAST CENTRAL REGIONAL DEVELOPMENT COMMISSION (ECRDC)

WHEREAS, CEDS is a survey submitted to cities in the region to identify priority projects; and

WHEREAS, projects not identified in the CEDS survey are not eligible to apply for federal EDA funds; and

WHEREAS, a 1) Rail Served Industrial Park, 2) Downtown Redevelopment, 3) Mechanized Sewer Treatment Plant Upgrade and 4) Hotel have been identified as economic development priorities by the City Council; and

WHEREAS, the deadline for submittal of the 2016 CEDS survey is September 22, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize City staff to submit the 2016 CEDS survey attached hereto to the ECRDC.

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

East Central Regional Development Commission
100 Park Street South
Mora, MN 55051

Comprehensive Economic Development Strategy (CEDS) Survey

Name of agency or unit of government: City of Isanti

Address: 110 First Avenue NW, PO Box 428, Isanti, MN 55040-0428

Telephone: 763.444.5512

Fax: 763.444.5560

Contact person: Sean Sullivan, Economic Development Director

Email: ssullivan@cityofisanti.us

Website: www.cityofisanti.us

Person completing survey: Sean Sullivan, Economic Development Director

I. Project Description:

Please provide a description of each of your projects prioritized below, with Project 1 being the highest priority project, and Project 5 being lowest. Please be as specific as you can with your description, including how projects will benefit your community, the region, labor force, etc. Please also include who the major beneficiaries of the project are, the estimated cost, where you are at in the planning process, and any other information you would deem beneficial when advocating for the project.

Project 1:

City of Isanti Rail Served Industrial Park/Rail Siding/Spur

The City of Isanti began its work on developing a rail served industrial park in 2006. The City of Isanti and the City of Cambridge discussed a joint rail park between the two communities and funded a consultant to advise the communities on rail locations. The study was completed and passed on to Isanti County. Isanti County contracted consultants Janna King and Michelle Keller to assist with identifying locations of a potential rail park within Isanti County. Based on initial consultations with King and Keller, it was determined that an industry expert be hired to conduct a formal feasibility / market study. The City of Isanti site was one of the three sites identified. Charles McSwain Consulting was contracted by Isanti County to further research the feasibility of rail sites within Isanti County. The results of the research identified the site in the City of Isanti as the most financially feasible site in Isanti County. Current market conditions don't warrant the construction of the site in preparation of imminent development; however, the improving economic conditions may eventually drive its construction. In the event a catalyst

project was to come forth, incremental development of the park would be economically viable. The main costs associated with the Rail Industrial Park are the switches, siding, and spurs necessary.

Ever Cat Fuels constructed a bio-diesel manufacturing plant within Isanti and desires to have the ability to receive and ship its products by rail in the future. This project was opened in 2008 and serves as a model for bio-diesel fuel production in the country. Ever Cat Fuels would be a beneficiary of the rail served industrial park and may contribute financially to its development. A regional industrial rail park has the potential to bring in new businesses, industry, and well-paying jobs to the City of Isanti, which would benefit the entire region.

A rail served industrial park will assist businesses with costs associated with shipping and receiving via rail. The impact of a rail served industrial park is believed to extend beyond the Region 7E boundaries as businesses in adjoining counties use the spur to decrease their shipping costs.

The City of Isanti owns the land proposed for the rail served industrial park. There is the potential for acquisition of adjacent land to expand the proposed rail served industrial park site. BNSF has confirmed that the proposed site in the City of Isanti is large enough for a rail siding and the preliminary design has been approved by BNSF. The City Engineer has developed some preliminary design concepts for the park and associated infrastructure. More work needs to be completed and these concepts need to be further refined and developed to achieve maximum efficiency. The City is seeking funding for engineering and environmental studies of the park, spur, rail switches, rail lines and interior roads to access the park.

Isanti City and County residents have long commute times to their jobs outside of the community. According to the US Census, the average Isanti commute is 33.2 minutes, which is 10 minutes longer than the average commute in Minnesota. Many workers from Isanti are commuting farther in order to find well-paying jobs to support their families. The time and cost of the commute takes away from the family and the community. Reducing commute times and creating well-paying jobs within the City of Isanti and Isanti County is important to the strength of the region. The rails served industrial park would greatly assist with job development in the City of Isanti and Isanti County.

Project 2:

City of Isanti Downtown Redevelopment.

A successful historic downtown is important to the success of the entire City of Isanti. The City has upgraded Main Street with new pavement, infrastructure, lighting and banners. The Isanti City Hall was constructed in Historic Downtown Isanti as a way to energize the area and to provide some connectivity to other commercial development on Heritage Boulevard (CSAH 5). There is still redevelopment work to be done including the revitalization of existing buildings, and redevelopment of underutilized properties.

Main Street was the signature place to shop and have a business. The intent is to keep this area viable as a successful business district. The City has explored senior housing, market rate housing, and business expansions and relocations to spur downtown growth and redevelopment. In 2012, the City of Isanti partnered with the private sector to construct a downtown directional

sign to help generate commerce and the sign has been updated in 2016 to reflect changes in the occupant downtown. In 2016, there was only two vacant buildings (Former Chamber office and 100 Dahlin), on historic Main Street. The City acquired 100 Dahlin and is in the process of demolishing the building on site and redeveloping the site.

The City has incorporated a Transit Multi-Modal Facility into the comprehensive plan and is noted as an important tool for the growth of the downtown and to assist our citizens in their daily long commutes to their jobs. Passenger rail, light rail, commuter rail and park & ride facilities have been a focus of discussion in Isanti County. The City of Isanti supports a rail stop within our community but understands that station locations are limited. It was determined that Isanti could support a commuter bus. To begin bus service the annual cost would be approximately $50,000 based on estimated ridership.

In 2013, the City of Isanti re-established a number of events and meetings to get more focus and involvement in historical downtown Isanti and they continue to be successful. The City EDA opened and operated a successful Farmer's Market at Eagle Park in downtown Isanti in 2013 and hosted two street dances. The City now has three street dances annually as they have proven to be very popular and great community building events. A full time Park and Events Coordinator position was created in 2014 to manage these events and to staff the Park and Recreation and Culture Board activities. Area businesses, the local Chamber of Commerce, and City Officials plan to meet to discuss issues pertinent to downtown Isanti and the community as a whole. The Isanti and Cambridge Area Chambers of Commerce are in the process of merged and the organization now is called the North 65 Chamber of Commerce. The office is located at 2 Enterprise in the City of Isanti.

The City, East Central Regional Library System, and the Friends of the Library have combined resources and opened a "Library Outreach Stop" at Isanti City Hall, as a step to providing local library services. This serves as another key draw to the downtown and City Hall.

Project 3:

Mechanized Sewer Treatment Plant Upgrade

The City of Isanti is a young and vibrant community with a 2016 population estimated to be 5,629 according to State Demographer information from 2016 and recent housing permits pulled. Over the past 3 years the City has seen 130 single family housing permits pulled. The average age of City of Isanti residents is 30 years and the median household income is $56,987. Isanti is also home to over 170 businesses and 1,750 employees. The City owns 24 Minnesota Shovel Ready Certified acres (4 lots) in the Isanti Industrial Complex Industrial Park and has an additional 137 acres of land set aside for more industrial development (Rail Served Industrial Park) and 32 developable acres just north of the existing industrial park. Prior to the Great Recession, Isanti County was the second fastest growing county in the nation based on growth percentage and the increase of housing starts is promising.

Although it cannot be assumed Isanti will grow at the levels it did during the mid-2000's it a fairly safe assumption that it will continue to grow at a fairly rapid rate. As of September, 2016, there were 337 platted lots (230-SFR, 103 Multi-Family) with infrastructure in place ready for immediate development. In order to keep up with future capacity and more stringent state environmental standards relating to water quality and additional nutrient removal, the City plans

to make facility upgrades to make the current sewer treatment plant a fully mechanical facility within seven years. The capacity of the current system is 657,000 gallons per day. The estimated capacity of the new system is 850,000 plus gallons per day and will be constructed with a projected growth period of 20 years. Although the need is not immediate, it is imminent. Planning for the construction and identifying potential funding for this structure that will not overburden the taxpayer is important. Preliminary project estimates for the new plant are $10 million dollars, which includes reuse equipment the City already owns. In order to continue to grow smartly, maintain its place as a center of commerce, serve as a regional center for events, and be a great place for people to live, a new Mechanical Sewer Treatment Plant will need to be constructed.

Project 4:

Hotel.

The City of Isanti is home to many annual events and sport teams. Isanti Jubilee / PRCA Pro Rodeo, David C Johnson Civic Arena, the Isanti Soccer Complex, and the Minnesota State Soccer Cup have brought several people to the City of Isanti in past years. Isanti is home to the 2011 Class C State Champion Redbirds which have moved up to Class B and are very competitive. A 75,000 square foot indoor BMX Arena, name Isanti Indoor Arena – Home of Rum River BMX was constructed in 2015 and has been hugely successful bringing 80,000 participants/spectators to the City of Isanti annually. The indoor BMX arena is the only project of its kind in the nation and is a bona-fide draw regionally and nationally. Financing for this project was done through City issued Tax Abatement bonds and participation by the Initiative Foundation. The City has entered into a 40 year lease with the Rum River BMX Association to operate the second best track in the United States. Based on these demand generators, their impact, and the fact that the closest, hotel to Isanti is located in Cambridge, a regional hotel market study was warranted and completed in 2016.

The City of Isanti contracted with IDM to update a 2014 Tourism Impact Analysis Project Feasibility Study for the Isanti market in 2016. The findings of this study indicated a market for an 80 room hotel in this area. City Officials have been working on a 33-49 unit hotel with an indoor pool concept that would allow visitors to city attractions/events to stay and shop in Isanti and provide a venue for city residents to utilize. Estimated project costs for the 49 unit building are $4 million dollars. This would also allow for the Civic Ice Irena, Isanti Soccer Complex, Isanti Indoor Arena – Home of Rum River BMX and other athletic facilities to hold more tournaments and events which would also increase commerce within the region.

Isanti is home to Evercat Fuels which is a cutting edge biodiesel pilot plant used to demonstrate the environmentally friendly process used to manufacture biodiesel. This facility employs nearly thirty employees and provides living wage jobs. Many out of town visitors come to see this pilot plant to learn about the processes involved with a new renewable energy source. Currently these visitors are forced to stay out of town or make a "day-trip" to Minnesota to visit Evercat. There are many other flourishing businesses including Advanced Telemetry Systems, ISD 911, SnoBear USA and Metal Coatings and Manufacturing that also help generate local demand for a hotel. Locating a hotel in Isanti, or this region, would help bring more jobs, commerce, investment, and modern amenities to Isanti County.

II. Based on the projects you listed, please answer the following project benefits: (place a check for primary project benefits)

Project No.	#1	#2	#3	#4
Job Creation	X	X	X	X
Job Retention		X		
Livable Wages	X	X		X
Public Facilities	X		X	
Housing		X	X	
Social / Recreational		X	X	X
Downtown Revitalization / Renovation		X		
Other	X	X		X

If other, please explain:

Rail: Diversification of industrial businesses.

Transportation alternative for industrial businesses to transport materials and goods to and from their location.

Downtown: Redevelopment of our downtown to bring additional business and services to our community.

Economic Growth Corridor for possible commuter rail / light rail / passenger rail / park & ride depot location.

Hotel: Synergy between sporting venues and the Isanti Indoor Arena – Home of Rum River BMX will increase exposure for the City of Isanti and increase commerce.

III. Population to Benefit:

Project No.	#1	#2	#3	#4
City	5,497[b]	5,497[b]	5,497[b]	5,497[b]
County	38,413[a]	35,965[b]	5,497[b]	35,965[b]
Region 7E	163,347[a]	35,965[b]	5,497[b]	35,965[b]

a: MN DEED 2014 https://apps.deed.state.mn.us/lmi/rws/Results.aspx

b: Population - Source Minnesota State Demographer July 2016, City of Isanti Population - 5,497, City of Cambridge – 8,496 and township populations for Athens - 2,155; Bradford - 3,375; Cambridge TWP – 2,373; Fish Lake – 2,000; Isanti TWP - 2,268; North Branch TWP – 1,813; Oxford – 909; Spencer Brook – 1,598; Springvale – 1,466; Stanford – 2281 and Wyanett - 1734.

IV. Characteristics of Population to Benefit:

Project No.	#1	#2	#3	#4
Unemployment	4.3% [a]	4.1%[a]	4.1%[a]	4.1%[a]
Low/Mod Income (family)	3,727[c]	3,727[c]	3,727[c]	3,737[c]
Elderly (60 plus yrs)	7,072[d]	7,072[d]	7,072[d]	7,072[d]
Youth (0-24 yrs)	12,565[d]	12,565[d]	12,565[d]	12,565[d]
Entire Community	163,347[c]	35,965[b]	5,497[b]	35,965[b]
Other	_____	_____	_____	

If other, please explain: _____

a: MN DEED Isanti County November 2016 https://apps.deed.state.mn.us/lmi/rws/Results.aspx
b: Population - Source Minnesota State Demographer July 2016, City of Isanti Population - 5,497, City of Cambridge – 8,496 and township populations for Athens - 2,155; Bradford - 3,375; Cambridge TWP – 2,373; Fish Lake – 2,000; Isanti TWP - 2,268; North Branch TWP – 1,813; Oxford – 909; Spencer Brook – 1,598; Springvale – 1,466; Stanford – 2281 and Wyanett - 1734.
c: MN DEED 2014 – Low/Mod 80% median fam. http://www.positivelyminnesota.com/apps/lmi/rws/Results.aspx.
d: 2014 American Community Survey - US Census Fact Finder Isanti County
http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=CF

V. Job Retention:

Project No.	#1	#2	#3	#4
1-5 jobs			X	
6-10 jobs	X			X
11-20 jobs		X		
More than 20 jobs				

VI. Job Creation:

Project No.	#1	#3	#4	#5
1-5 jobs			X	
6-10 jobs				X
11-20 jobs		X		
21-49 jobs				
More than 50 jobs	X			

VII. Project Readiness (planned start date):

Project No.	#1	#2	#3	#4
Within 1 year		X		X
Within 2 years				
Within 3 years (or more)	X		X	

Note: That with a rail industrial park, actual construction could not begin until all applicable environmental studies have been completed. The above schedule assumes that an EIS would be needed in order to begin. If a catalyst project committed to the City of Isanti the project could commence in shortly over 1 year.

Anticipated timing for the need to upgrade to fully mechanized sewer treatment facility is 7 years but capacity issues could move that up sooner.

VIII. Anticipated Financing Sources (check all that apply)

Project No.	#1	#2	#3	#4	
Economic Development Administration (EDA)	X	X	X	X	
Essential Function Bonds					
General Obligation Infrastructure Bonds			X		
Revenue Bonds	X				
MN Housing Finance Agency		X			
Housing		X			
Pollution Control Agency	X				
State Public Facilities Authority			X		
Tax Increment Financing	X	X			
USDA/Rural Development	X	X	X	X	
None Considered					
Other	X	X	X	X	X

If other, please explain:

Rail: County of Isanti, Tax Abatement, Department of Transportation, BDPI

Downtown: Tax Abatement, City of Isanti Revolving Loan Fund

Hotel: Tax Abatement, City Financing

IX. Community Tools

Who are your community's go-to persons for economic development/business rapid response?

1) Economic Development Director Sean Sullivan
   Phone: 763.444.5512 Ext. 111, ssullivan@cityofisanti.us

2) Don Lorsung, City Administrator
   Phone: 763.444.5512 Ext. 117, dlorsung@cityofisanti.us

3) Development Advisory Committee (Current Members – Annual Appointment)

   Mayor George Wimmer
   Phone: 763.442.8749, George@GeorgeWimmer.com

   Councilmember Ross Lorinser
   Phone: 763.587.3841, ross.lorinser@gmail.com

Industrial Parks

Name of industrial park and location:

Centennial Industrial Park. North side of the City of Isanti. East of the BNSF railroad tracks. West of TH 65. South of Cajima St (road in Isanti).

Size of industrial park: 62.00 acres approximate buildable

Acres available in industrial park: 24.00 acres approximate buildable

Asking price for industrial park land (per acre): $1 (if they meet City requirements)

Infrastructure in place at industrial park (please check all that apply):

Roads:	X	Water:	X	Sewer:	X
Storm Sewer:	X	Telecom.	X	Fiber Optics:	X

Are there any plans for expansion of the existing industrial park or create a new industrial park?

Yes: X No:

Please explain: A rail served industrial park, which would expand our current industrial park, is the City's number one CEDS request. In addition, there are 32 acres adjacent and to the north of the existing industrial park that could serve for expansion of the existing park. There is no timetable for either project.

Total daily water capacity: 1,584,000 gallons. Available daily water capacity: 1,584,000 gallons

Total daily sewer capacity: 576,000 gallons. Available daily sewer capacity: 576,000 gallons

Loan Funds

City Revolving Loan Fund – Yes

Asset Base - $42,969 Available September 2016

Source – City Funds and State MIF Loan Repayment (20%)

X. Other Information Requested:

What do you believe is the greatest obstacle to the Economic Development of the community or area served by your organization?

Rank from 1 to 5 with 1 being the greatest obstacle.

Adequate housing	____
Inadequate Infrastructure	____
Inadequately trained labor force	5
Lack of agency staff	____
Lack of capital	1
Lack of development plan	____
Lack of labor force	2
Lack of sites for development	____
Lack of transportation	3
Other	4

If other, please explain: The foreclosure crisis and uncertainty for costs for transportation, energy and goods and services. Isanti has fully recovered from the foreclosure crisis of 2009-2013. However, there are still some reservations as to re-investing in Isanti as many past investors were hurt financially by the sudden decline in economic activity in Isanti due to the Great Recession. Fuel costs have been trending lower, but historically they have been rather volatile. Gas prices are averaging $2.20 in the area now but the days of $4.00 gas are not out of recent memories for people and businesses looking to move to Isanti. Until we have some stability for an extended period of time there will be reservations by potential investors in Isanti. In addition, the cost of construction of new buildings far exceeds the price of acquiring exiting buildings. Vacant Building inventory continues to decline in Isanti and regionally but this serves as a barrier to new building construction in the industrial sector.

Thank you for taking the time to complete this survey.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council Members**
From: Lindsey McInnis, Human Resources/ City Clerk
Date: September 14, 2016
Subject: FLSA Regulation Change for Exempt Employees

Background:
On May 18, 2016 the Department of Labor made final ruling updating the overtime regulations, which will automatically extend overtime pay protections to as many as 4 million workers in the first year of implementation. The key provision that will affect the City of Isanti is that the standard salary level has increased from $455 per week to $913 per week. Or, essentially has made it so that an exempt employee must earn a minimum of $47,476 annually. This new provision goes into effect on December 1, 2016. Future automatic updates to salaried employees will occur every three years, beginning on January 1, 2020.

Impact to City:
This change impacts one exempt position, Community Events/Parks Coordinator, which is currently held by Katie Everett. Katie is currently salaried at Step 1 of the pay scale, earning $43,404.[98]. Her next step increase is not until April 6, 2017. At that time, she will move to Step 2 which according to our planned 2017 pay scale is $46,004. [41]. Even with this bump, she will not meet the required minimum pay.

Recommendation:
The Personnel Committee discussed options as to how to keep this position in compliance as of December 1st when the new FLSA law goes into effect. The Personnel Committee recommends increasing the Community Events/Parks Coordinator pay to the FLSA minimum of $47,476 effective 12/1/2016, and then at her anniversary date 4/6/2017 she would be bumped to Step 3 of the pay scale which would place her over the required FLSA threshold. This would further mean that on January 1, 2017 Ms. Everett would not be eligible for a COLA increase, as her new rate would have exceeded that COLA amount.

Attachments:
- Resolution 2016-XXX – Resolution Approving the Increase of Community Events/Parks Coordinator Pay to Meet New FLSA Minimum Requirements

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING THE INCREASE OF COMMUNITY EVENTS/PARKS COORDINATOR PAY TO MEET THE NEW FLSA MINIMUM REQUIREMENTS

WHEREAS, the Department of Labor made final ruling updating the overtime regulations on May 18, 2016; and,

WHEREAS, the key provision that will affect the City of Isanti is that the standard salary level has increased from $455 per week to $913 per week effective December 1, 2016; and,

WHEREAS, this provision affects one position which is the Community Events/Parks Coordinator position, currently held by Katie Everett; and,

WHEREAS, the Personnel Committee reviewed this matter and recommends increasing Ms. Everett's pay to the FLSA minimum of $47,476 effective December 1, 2016; and

WHEREAS, the Personnel Committee further recommends moving Ms. Everett to Step 3 of the pay scale upon successful completion of a performance appraisal on her anniversary date, April 6, 2017; and,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Community Events/Parks Coordinator annual salary will increase to $47,476 effective December 1, 2016
2. Ms. Everett will not be eligible for a COLA increase on January 1, 2017
3. That upon successful completion of a performance appraisal, Ms. Everett be placed at Step 3 of the pay scale on her anniversary date of April 6, 2017.
4. Human Resources and the City Administrator are authorized to complete all required documentation for the completion of this pay change.

This resolution was duly adopted by the Isanti City Council this 20th day of September, 2016.

Attest:

Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: September 6, 2016

Subject: Policy Update - Automated License Plate Reader Policy

Background:
City Attorney Clark Joslin and I have reviewed the proposed policy due to legislative updates and have recommended the policy be updated as presented. A minor change was made removing a paragraph from the policy

Action:
I am requesting that the City Council review, consider and approve the updated policy as it is written in regards to regulating access, operation and data retention requirements of the ALPR.

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING THE WRITTEN POLICY UPDATE FOR THE AUTOMATED LICENSE PLATE READER (ALPR) EQUIPMENT

WHEREAS, the Isanti City Council had approved and ALPR Policy in 2015; and

WHEREAS, the 2015 Minnesota Legislative Session had some policy language that was to expired as of August 1, 2015; and

WHEREAS, City Attorney Clark Joslin and the Chief of Police reviewed the policy and made the necessary deletions to bring the ALPR Policy current with legislative changes.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize and accept the proposed updated policy #184 as it is written to be the Isanti Police Departments ALPR Policy governing it use within the department and in accordance to federal and state law.

This resolution was duly adopted by the Isanti City Council this 20th day of September, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

ISANTI POLICE DEPARTMENT
DEPARTMENT MANUAL
Automated License Plate Readers (ALPRS)

GENERAL ORDER: No. 184

EFFECTIVE DATE: October 21, 2015
DATE OF ISSUANCE: October 21, 2015
REVISION DATE: September 21, 2016
RE-EVALUATION DATE: Yearly

184.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (Minn. Stat. § 626.8472).

184.1.1 DEFINITIONS

a. Automated License Plate Reader (ALPR): A device that uses infrared cameras to scan license plate data of moving and stationary vehicles. This data is then compared to a downloaded "hotlist" to identify license plates associated with certain unlawful acts.
b. Hotlist: A downloadable list of stolen vehicles and license plates, suspended or revoked licenses and registrations as well as any other unlawful activity information. This information is provided by the Minnesota Department of Public Safety's Driver and Vehicle Services (DVS) Division. National Crime Information Center (NCIC), and the Bureau of Criminal Apprehension (BCA).
c. Alert: An alert is generated when the Automated License plate Reader identifies license plates that have the possibility of matching information on the hotlist.

184.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Isanti Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Chief of Police or their designee. The Chief of Police or their designee will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.

184.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Office members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

a. An ALPR shall only be used for official law enforcement business.
b. An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not necessary before using an ALPR.
c. While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents.
d. No member of this office shall operate ALPR equipment or access ALPR data without first completing office-approved training.
e. No ALPR operator may access confidential office, state or federal data unless authorized to do so.
f. If practicable, the officer should verify an ALPR response through the Minnesota Justice Information Services (MNJIS) and National Law Enforcement Telecommunications System (NLETS) databases before taking enforcement action that is based solely upon an ALPR alert.

184.3.1 LIMITATIONS OF THE ALPR

a. Because the ALPR is not connected to a "real-time" database, but rather a downloadable file, the data on the ALPR may be outdated. As such, it is imperative for Officers to independently confirm all alerts prior to initiating a traffic stop.
    1. The hotlist is a scheduled task on the ALPR, set up on the server to load twice daily. Officers should upload the latest hotlist prior to use of the device.
b. The ALPR may generate a false-positive alert in certain instances, such as if another state's license plate number matches the numbers of a Minnesota license plate on the hotlist.

184.3.2 PROCEDURES

a. Receiving an Alert
    1. When the ALPR detects a hotlist entry, an audible alert and visual notification will be generated.
    2. An alert shall not be used on its own as reasonable suspicion or probable cause for a traffic stop or enforcement contact. Contact with the vehicle and occupants may only be made after the alert is confirmed by matching both the vehicle and driver/occupant information with the hotlist description and verifying information through appropriate means such as the Communications Center, MDC, CJIS, originating agency, etc.
b. Daily Use Log
    1. Complete a LPR Daily Use Log to detail the number of plate reads, alerts, stops, arrests and citations issued as a result of the ALPR. Also delineate and equipment

problems or significant arrests generated from an ALPR in the notes section. Offices will submit their Daily Use Logs to the Chief of Police or their designee.

184.3.3 RESTRICTIONS, NOTIFICATIONS AND AUDITS

The Isanti Police Department will observe the following guidelines regarding ALPR use (Minn. Stat. § 13.824):

a. Data collected by an ALPR will be limited to:
    1. License plate numbers.
    2. Date, time and location of data captured.
    3. Pictures of license plates, vehicles and areas surrounding the vehicle captured.
b. ALPR data may only be matched with the Minnesota license plate data file, unless additional sources are needed for an active criminal investigation.
c. ALPRs shall not be used to monitor or track an individual unless done so under a search warrant or because of exigent circumstances.
d. The Bureau of Criminal Apprehension shall be notified within 10 days of any installation or use and of any fixed location of an ALPR.

184.4 DATA COLLECTION AND RETENTION

The Chief of Police or their designee is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with office procedures.

ALPR data received from another agency shall be maintained securely and released in the same manner as ALPR data collected by this office (Minn. Stat. § 13.824).

ALPR data not related to an active criminal investigation must be destroyed no later than 60 days from the date of collection with the following exceptions (Minn. Stat. § 13.824):

a. Exculpatory evidence - Data must be retained until a criminal matter is resolved if a written request is made from a person who is the subject of a criminal investigation asserting that ALPR data may be used as exculpatory evidence.
b. Address Confidentiality Program - Data related to a participant of the Address Confidentiality Program must be destroyed upon the written request of the participant. ALPR data already collected at the time of the request shall be destroyed and future related ALPR data must be destroyed at the time of collection. Destruction can be deferred if it relates to an active criminal investigation.

All other ALPR data should be retained in accordance with the established records retention schedule.

184.4.1 SAFE AT HOME PROGRAM

Safe at Home is a statewide address confidentiality program administered by the Office of the Minnesota Secretary of State and governed by Minnesota Statutes Chapter 5B, and Minnesota Rules Chapter 8290.

It was designed in collaboration with local victim service providers and law enforcement. This program became effective September 1, 2007 and is designed to help survivors of domestic violence, sexual assault, stalking, or others who fear for their safety maintain a confidential address.

The intent of Safe at Home is to allow its participants to go about their lives, interacting with public and private entities, without leaving traces of where they can typically be located, such as their residential address, a school address, or an employment address, in an attempt to keep their aggressor from locating them.

Because program participants use a PO Box address assigned to them, Safe at Home provides a mail forwarding service. Safe at Home forwards a participant's First Class Mail to them at their actual physical address. The actual physical address remains under security with the Safe at Home office. In addition to being the participant's agent to receive mail, the Office of the Minnesota Secretary of State is a participant's agent to receive service of process.

Any request for public data with regards to a vehicle registration captured on an ALPR that is duly designated as a Safe At Home registrant, those data requests should be reviewed closely to ensure that Safe at Home data is not being disclosed.

184.4.2 LOG OF USE

A public log of ALPR use will be maintained that includes (Minn. Stat. § 13.824):

a. Specific times of day that the ALPR collected data.
b. The aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal public databases with which the data were compared.
c. For each period of active use, the number of vehicles or license plates related to:
    1. A vehicle or license plate that has been stolen.
    2. A warrant for the arrest of the owner of the vehicle.
    3. An owner with a suspended or revoked driver's license or similar category.
    4. Active investigative data.
d. For an ALPR at a stationary or fixed location, the location at which the ALPR actively collected data and is installed and used.

A publicly accessible list of the current and previous locations, including dates at those locations, of any fixed ALPR or other surveillance devices with ALPR capability shall be maintained. The list may be kept from the public if the data is security information as provided in Minn. Stat. § 13.37, Subd. 2.

184.5 ACCOUNTABILITY

All saved data will be closely safeguarded and protected by both procedural and technological means. The Isanti Police Department will observe the following safeguards regarding access to and use of stored data (Minn. Stat. § 13.824; Minn. Stat. § 13.05):

a. All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
b. Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or office-related civil or administrative action.
c. Biennial audits and reports shall be completed pursuant to Minn. Stat. § 13.824, Subd. 6.
d. Breaches of personal data are addressed as set forth in the Protected Information Policy (Minn. Stat. § 13.055).
e. All queries and responses, and all actions, in which data are entered, updated, accessed, shared or disseminated, must be recorded in a data audit trail.
f. Any member who violates Minn. Stat. § 13.09 through the unauthorized acquisition or use of ALPR data will face discipline and possible criminal prosecution (Minn. Stat. § 626.8472).

184.6 POLICY

The policy of the Isanti Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this office. Because such data may contain confidential information, it is not open to public review.

184.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures (Minn. Stat. § 13.824):

a. The agency makes a written request for the ALPR data that includes:
    1. The name of the agency.
    2. The name of the person requesting.
    3. The intended purpose of obtaining the information.
    4. A record of the factual basis for the access and any associated case number, complaint or incident that is the basis for the access.
    5. A statement that the request is authorized by the head of the requesting law enforcement agency or his/her designee.
b. The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.

1. A release must be based on a reasonable suspicion that the data is pertinent to an active criminal investigation.

c. The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

Gene C. Hill
Chief of Police

K.14.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: September 6, 2016

Subject: Joint Powers Agreement / Automated License Plate Reader (ALPR) Acceptance

Background:

The City Council in December 2012 had authorized the Chief of Police to research and apply for a grant to obtain an Automated License Plate Reader (ALPR). Through the Federal Department of Commerce and in cooperation with Mille lacs County Sheriff's Office (MLCSO), this ALPR has been approved for distribution and installation our mid-shift car. The officers assigned to this vehicle I feel will use this tool to its full capacity.

ALPR's have been in the news a lot in the last few years because of data privacy. The Mn. legislature recently amended MN Chapter 13 to address the data collection for ALPR's to include its retention, data release and access to how the information can be used and by whom. The PD also has a current policy in place that addresses all the concerns to the recent law change. Because the data collected is stored on the regional server at the MLCSO, all data requests would be forwarded to their office and our staff time would be very limited. In speaking with Sheriff Lindgren, in the last three years, they have had only one data request.

Because this equipment is part of a regional ALPR System through MLCSO, the equipment technically is assigned to MLCSO and we are using their equipment through a Joint Powers Agreement (JPA), which I have an updated copy after review by City Attorney Joslin and the League of Minnesota Cities. Sheriff Lindgren has reviewed these minor language changes and has approved the changes via email for this JPA to move forward.

After much thought, I still would like to have this equipment installed and available here at the PD. I have spoken to several officers in which use the system actively in other departments. They feel that their detection of people that are wanted, suspended, revoked, cancelled and vehicle related items that are stolen; such as license plates and vehicles, has been enhanced. These are people we focus on now to make our community safer, I feel that this tool will aid us in detecting more individuals...making our community even safer.

If for some reason down the road we no longer want this equipment, the JPA allows us to return the equipment to MLCSO with a 30 day notice.

Action:
I am requesting that the City Council review, consider and accept the Joint Powers Agreement along with the Cooperative Law Enforcement Agreement Special Equipment Request & Use Addendum; to include authorization of the Chief of Police to have the authority to accept this equipment and sign for the equipment on behalf of the Isanti Police Department.

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING STAFF TO ALLOW THE EXECUTION OF THE JOINT POWERS AGREEMENT AND THE COOPERATIVE LAW ENFORCEMENT AGREEMENT SPECIAL EQUIPMENT REQUEST & USE ADDENDUM BETWEEN MILLE LACS COUNTY SHERIFF'S OFFICE AND THE ISANTI CITY POLICE DEPARTMENT

WHEREAS, the Isanti Police Department had the opportunity to apply for an Automated License Plate Reader (ALPR) Grant through the Federal Department of Commerce in 2012; and

WHEREAS, the Police Department makes use of grant opportunities to provide state of the art technology and equipment to better service the community; and

WHEREAS, the City of Isanti Police Department was selected to receive an ALPR for its use within the community in conjunction with the other regional law enforcement practices; and

WHEREAS, the specialized equipment is on loan through the Mille Lacs County Sheriff' Office who facilitates the regional ALPR Program in conjunction with the Department of Commerce; and

WHEREAS, in order to properly safe guard the City's interest, a Joint Powers Agreement and Addendum is necessary; and

WHEREAS, the agreement has been reviewed by the City Attorney and change recommendations have been incorporated into the existing agreement; and

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

1. To allow the signing of the Joint Powers Agreement to include the Addendum of the specialized equipment (ALPR).

2. To have this equipment installed on a City owned vehicle within the police department.

This resolution was duly adopted by the Isanti City Council this 20th day of September, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

LAW ENFORCEMENT MUTUAL AID AGREEMENT BETWEEN THE CITY OF ISANTI AND MILLE LACS COUNTY

Purpose

This agreement is made pursuant to MN. Stat. § 471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this Agreement is to make equipment, personnel and other resources available to political subdivisions/"governmental units" from other political subdivisions/"governmental units" for law enforcement purposes including, but not limited to, detection, investigation, enforcement and emergency management services.

Definitions

Party – means a political subdivision or "governmental unit" as defined by MN. Stat. § 471.59, Subd. 1.

Requesting Official – means the person designated by a Party who is responsible for requesting assistance from the other Party

Requesting Party – means the party that requests assistance from other parties.

Responding Official – means the person designated by the party who is responsible to determine whether and to what extent that party should provide assistance to the Requesting Party

Responding Party – means a party that provides assistance to the Requesting party

Assistance Type – Law enforcement personnel and equipment.

1. Procedure

1.1 Request for Assistance: Immediate Response/Short Term

1.1.1 Request for Assistance. Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from the other party, the Requesting Party may call upon the Responding Party for assistance.

1.1.2 Responding to Request. Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

1.1.3 Method. Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and the Responding Party shall indicate its intended response using the same method.

1.1.4 Command of Scene. Except as provided in Section 1.1.4.1, the Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

1.1.4.1 Specialized Forces and Specialized Equipment Request(s). When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc., the personnel and/or equipment of the Responding Party shall be under the direction of the Responding Party

1.1.5 Recall of Assistance. The Responding Official may at any time recall assistance provided hereunder to the Requesting Party when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to recall or withdraw the assistance provided by it.

1.1.6 Release of Assistance. The Requesting Party may at any time advise the Responding Party that the assistance of the Responding Party is no longer needed. In such event the Responding Party shall withdraw its assistance at the earliest possible time that is safe for its personnel and equipment to withdraw.

1.2 Request for Assistance: Long Term

1.2.1 Request for Assistance. Whenever, in the opinion of a Requesting Official, there is need for assistance from the other party that will reasonably be expected to continue beyond (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.

1.2.2 Responding to Request. Upon the request for assistance from a Requesting Official on behalf of the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

1.2.3 Method. A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Responding Party to the Requesting Official.

1.2.4 Recall of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgment or by any order from the governing body of the Responding Party, is considered to be in the best interests of the Responding Party to do so.

1.2.5 Command of Scene. The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Officer determines to withdraw assistance.

2. Worker's Compensation

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

3. Damage to Equipment

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

4. Liability

4.1 Requesting party Liable. For the purpose of the Minnesota Municipal Tort Liability Act (MN. Stat. Ch. § 466), the employees and officers of the Responding Party are deemed to be employees (as defined in MN. Stat. § 466.01, Subd. 6) of the Requesting party. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 of this Agreement.

4.2 Indemnification and Defense. The Requesting Party agrees to defend and indemnify the Responding party against any claims brought or actions filed against the Responding Party or any other officer, employee, or volunteer of the Responding Party for damage or injury to, death of, or damage to the property of any third person or persons, arising from the performance and provisions of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement, or arising from the use of any equipment provided to the Requesting Party by the Responding Party.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some of all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney or a single law firm.

4.3 No Liability. No party to this Agreement nor any officer, employee, agent or official of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

5. Charges to the Requesting party

5.1 No charges will be levied by a Responding Party to this Agreement for assistance rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual costs of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.

5.2 Such charges are not contingent upon the availability of federal or state government funds.

6. Duration

This Agreement will be in force until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty-days (30) written notice to the other party or parties to the Agreement.

7. Execution

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

8. Miscellaneous

This Agreement will be governed by the laws of the State of Minnesota.

This Agreement shall be construed as complementary to and not inconsistent with the provisions of MN Stat. Sect. 12.331, which authorizes inter-agency disaster assistance.

Signature

By signature below, the authorized representative of a governmental unit hereby enters into the foregoing agreement, effective upon the date of signature.

Date: _____ Entity: _____

By: _____

Title: _____

Date: _____ Entity: _____

By: _____

Title: _____

Date: _____ Entity: _____

By: _____

Title: _____

Date: _____ Entity: _____

By: _____

Title: _____

By signature below, the authorized representative of a governmental unit hereby enters into the foregoing agreement, effective upon the date of signature.

Date: _____ Entity: _____

By: _____

Title: _____

Date: _____ Entity: _____

By: _____

Title: _____

Date: _____ Entity: _____

By: _____

Title: _____

Date: _____ Entity: _____

By: _____

Title: _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
SPECIAL EQUIPMENT REQUEST & USE ADDENDUM
BETWEEN MILLE LACS COUNTY SHERIFF'S OFFICE AND THE ISANTI CITY POLICE DEPARTMENT

(1) Definitions:

(a) **Automated License Plate Reader (ALPR):** A device that uses infrared cameras to scan license plate data of moving and/or stationary vehicles. For purposes of this definition, "device" includes any related equipment including, but not limited to, wires, hinges and brackets along with any data generated including data collected from the device or any data generated after data is collected by the device and compared to any database used to identify license plates associated with certain unlawful acts.

(b) **Automated License Plate Reader (ALPR) Policy:** A policy adopted by a law enforcement agency governing the use of ALPR units, all associated equipment and any data generated from such use. Any policy dealing with the use of ALPR units, associated equipment and any data generated from such use must require the devices and data obtained be only used for official law enforcement purposes, including, but not limited to, identifying stolen or wanted vehicles, identifying stolen license plates and missing persons, gathering information related to active warrants, assisting in homeland security, providing or engaging in electronic surveillance, suspect interdiction and recovering stolen property. No policy which is inconsistent with the policies and procedures of the Mille Lacs County Sheriff's Office shall be deemed an ALPR policy.

(c) **Automated License Plate Reader (ALPR) Daily Use Log:** Document to be completed by a law enforcement agency listing the number of plates, alerts, stops, citations issued, and arrests made as a result of data collected by an ALPR unit. Document is also to delineate any equipment malfunctions. Documents are to be submitted to the head of any law enforcement entity, such as the Chief of Police or someone designated by the Chief of Police, and to the Mille Lacs Sheriff or designee on a daily basis. Documents are available by request from the Mille Lacs County Sheriff's Office. Any document not obtained from the Mille Lacs County Sheriff's Office must be approved as to form and content prior to submission by the City of Isanti Police Department.

(2) Agreement:

The City of Isanti Police Department is hereby making a long term equipment request under the Cooperative Agreement for one ALPR to be provided and installed by the Mille Lacs Sheriff's Office on the City of Isanti Police Department's Patrol Vehicle(s). The City of Isanti Police Department agrees it will not remove, reinstall, or otherwise transfer the ALPR to any other device, vehicle, or location without the written approval of the Mille Lacs Sheriff's Office.

Operation will permit connection to the Server Area Network (herein after SAN) for the Central Minnesota Auto Theft Prevention Program under the Mille Lacs County Sheriff's Office for connectivity to the BCA for LSAG through the ALPR that the Mille Lacs County Sheriff's Office owns to access data generated from the use of the ALPR. This agreement applies to all APLR devices used by the City of Isanti Police Department to access the SAN. No access to the SAN is permitted which is not consistent with the terms of this Agreement. Operation shall at all times be consistent with ALPR policy and

requires daily submission by the City of Isanti Police Department of an ALPR Daily Use Log to the Mille Lacs County Sheriff's Office.

Parties expressly acknowledge that any claims for damages, malfunctions, injuries or any harm to persons or property caused directly or indirectly as a result of such installation or removal shall be subject to any defenses, indemnification, or similar barriers against liability consistent with the terms of the existing Cooperative Law Enforcement Agreement. To comply with any obligation of the City of Isanti Police Department under this, or any similar indemnification provision contained in any Mutual Aid Agreement, it is recommended that the City of Isanti Police Department notify their insurance provider that the City of Isanti Police Department has made this request for long term assistance for specialized equipment and that there may be installation/uninstall -processes that will occur as a result of the request.

(3) Duration:

(a) City of Isanti Police Department - Should the City of Isanti Police Department wish to terminate this Agreement it agrees to provide 30 days written notice to the Mille Lacs County Sheriff's Office so it may make arrangements for return of the ALPR to the Mille Lacs Sheriff's Office.

(b) Mille Lacs Sheriff's Office - The Mille Lacs Sheriff's Office may recall assistance, including equipment, under the terms of any existing Law Enforcement Mutual Aid Agreement or Addendum. In addition to the reasons provided in such documents, misuse, non-use, improper use, or non-repair of an ALPR are expressly recognized as reasons the Mille Lacs Sheriff's Office would recall the assistance provided under this Addendum. Should the Mille Lacs County Sheriff's Office recall the assistance described herein the Mille Lacs County Sheriff's Office may remove ALPR devices, including any related equipment and data from the possession of the City of Isanti Police Department should the ALPR not be delivered to the ~~the~~ Mille Lacs Sheriff's Office.

(4) Miscellaneous:

All other terms and conditions of the existing Cooperative Law Enforcement Agreement remain in full force and effect.

Signed

_____

City of Isanti Police Department – Police Chief

_____

Mille Lacs County Sheriff

BOLTON & MENK
Real People. Real Solutions.

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

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

MEMORANDUM

Date: September 12, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E. BCD

Subject: Engineering Proposal for the 2017 Pavement Maintenance Project
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the 2017 Pavement Maintenance Project.

Our scope of work will include the following:

- Evaluate the scope of constructing the needed improvements to fit the budget created by the 2016 Franchise Fee
- Evaluate need for seal-coat vs mill & overlay
- Prepare figures describing the improvements
- Prepare construction plans and specifications
- Establish a Cost Estimate for the proposed improvements

Should the Council approve the Plans and Specifications, our scope also includes:

- Perform bidding and construction administration.
- Perform construction inspection.
- Perform final inspection and project close out.

We propose to complete the described scope of work for an hourly, not to exceed, fee of $39,500.

Thank you for the opportunity to present this proposal. Please contact me at (612) 756-1032 if you have any questions or need additional information.

Bolton & Menk is an equal opportunity employer.

RESOLUTION NO. 2016-____

A RESOLUTION APPROVING THE PROPOSAL FOR ENGINEERING SERVICES FOR THE 2017 PAVEMENT MANAGEMENT PROGRAM

WHEREAS, the City Council has adopted a Pavement Management Plan for streets and trails in the City of Isanti; and,

WHEREAS, Bolton & Menk have prepared a Proposal for Engineering Services for the 2017 Pavement Management Project; and,

WHEREAS, the Finance Committee has reviewed the Proposal and is recommending consideration of the Proposal for Engineering Services by the City Council:

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

a. Hereby accepts Bolton and Menk's Proposal for Engineering Services for the 2017 Pavement Management Program.

b. Hereby approves the use of funding from franchise fees dedicated to pavement management program activities to pay for these services.

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

K.16.

BOLTON & MENK

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Ramsey, MN 55303-5119

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

MEMORANDUM

Date: September 12, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E.

Subject: Engineering Proposal for the Palomino Road SE Reconstruction
Preliminary Engineering Report
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the preliminary engineering evaluation and preparation of a Preliminary Engineering Report for the Palomino Road SE Reconstruction Project.

The proposed project would reconstruct Palomino Road SE from Railroad Avenue SE to Trunk Highway 65. This street segment had the lowest rated pavement condition in the City. The Pavement Management Plan, adopted by the City, has this street segment scheduled for full reconstruction in 2017.

Our scope of work will include the following:

- Survey existing conditions
- Research existing right of way
- Establish a Cost Estimate for the proposed improvements
- Prepare a Preliminary Engineering Report discussing our findings
- Create figures to supplement the report
- Provide a recommendation as to the feasibility of the project

We propose to complete the described scope of work for an hourly, not to exceed, fee of $15,000.

Thank you for the opportunity to present this proposal. Please contact me at (612) 756-1032 if you have any questions or need additional information.

RESOLUTION NO. 2016-____

RESOLUTION ACCEPTING PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR PREPARATION OF A PRELIMINARY ENGINEERING EVALUATION AND REPORT FOR THE 2017 PALOMINO ROAD SE RECONSTRUCTION IMPROVEMENT PROJECT

WHEREAS, the City's Pavement Management Plan has programmed projects for street improvements. These include street reconstruction improvement projects. Such projects may be part of the Municipal State Aid System and eligible for funding. Under City policy, the use of special assessments may also be included as a source of funding for reconstruction of streets. For 2017 the following project has been identified for consideration:

Palomino Road SE, from Trunk Highway 65 to Railroad Avenue SE; and

WHEREAS, Bolton & Menk, Inc. have submitted a proposal for professional services for the preparation of a Preliminary Engineering Evaluation and Report for the 2011 Reconstruction Improvement Projects as stated above:

WHEREAS, the Finance Committee has reviewed the Engineering Proposal for the Palomino Road SE Reconstruction Engineering Report and recommends it consideration by the City Council; and

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

1. To hereby accept the proposal from Bolton & Menk, Inc. to provide professional services for the preparation of a Preliminary Engineering Evaluation and Report on Reconstruction of Palomino Road SE, as so described above on an hourly basis with a not-to-exceed cost of $15,000; said fees may be eligible for eventual state-aid reimbursement in proportion to the eligible/non-eligible state-aid costs. Non-eligible fees shall be reimbursed from project funds.

This resolution was duly approved by the Isanti City Council this 20th of September 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

CITY OF ISANTI

L.1.

*Check Summary Register©

AP160902

September 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044873	BELLBOY CORPORATION	9/13/2016	$5,662.45
Paid Chk# 044874	BERNICK'S PEPSI-COLA	9/13/2016	$1,191.60
Paid Chk# 044875	BOLTON & MENK, INC.	9/13/2016	$1,560.00
Paid Chk# 044876	BREAKTHRU BEVERAGE	9/13/2016	$566.50
Paid Chk# 044877	CENTER POINT ENERGY	9/13/2016	$607.71
Paid Chk# 044878	CENTURYLINK	9/13/2016	$35.49
Paid Chk# 044879	CITY OF ISANTI	9/13/2016	$8.65
Paid Chk# 044880	CRYSTAL SPRINGS ICE	9/13/2016	$210.60
Paid Chk# 044881	DAHLHEIMER DISTRIBUTING CO	9/13/2016	$10,586.82
Paid Chk# 044882	EARL F. ANDERSEN	9/13/2016	$5,931.49
Paid Chk# 044883	ECM PUBLISHERS, INC.	9/13/2016	$255.75
Paid Chk# 044884	ELECTRO WATCHMAN, INC.	9/13/2016	$26.72
Paid Chk# 044885	FEDERATED CO-OPS, INC.	9/13/2016	$49.99
Paid Chk# 044886	GOPHER STATE ONE-CALL, INC.	9/13/2016	$210.60
Paid Chk# 044887	HACH COMPANY	9/13/2016	$706.06
Paid Chk# 044888	HAWKINS, INC.	9/13/2016	$1,243.74
Paid Chk# 044889	HENRYS WATERWORKS,INC.	9/13/2016	$3,000.10
Paid Chk# 044890	INNOVATIVE OFFICE	9/13/2016	$59.89
Paid Chk# 044891	ISANTI READY-MIX, INC.	9/13/2016	$50.00
Paid Chk# 044892	ISANTI TIRE & AUTO CARE	9/13/2016	$510.88
Paid Chk# 044893	JOHNSON BROTHERS LIQUOR	9/13/2016	$3,173.30
Paid Chk# 044894	KAWALEK TRUCKING	9/13/2016	$135.20
Paid Chk# 044895	LEAF TOWING AND	9/13/2016	$50.00
Paid Chk# 044896	MCDONALD DISTRIBUTING CO.	9/13/2016	$9,478.15
Paid Chk# 044897	MENARDS - CAMBRIDGE	9/13/2016	$430.30
Paid Chk# 044898	MINNCO CREDIT UNION	9/13/2016	$689.82
Paid Chk# 044899	PHILLIPS WINE & SPIRITS, INC.	9/13/2016	$5,522.13
Paid Chk# 044900	POSTMASTER	9/13/2016	$110.00
Paid Chk# 044901	PSN	9/13/2016	$49.95
Paid Chk# 044902	RESOURCE TRAINING	9/13/2016	$29,770.00
Paid Chk# 044903	RIVERSIDE MARKET	9/13/2016	$87.03
Paid Chk# 044904	RJM DISTRIBUTING, INC.	9/13/2016	$200.85
Paid Chk# 044905	SIGNS BY JILL	9/13/2016	$322.00
Paid Chk# 044906	SYLVESTER, MATTHEW	9/13/2016	$91.99
Paid Chk# 044907	TOSHIBA FINANCIAL SERVICES	9/13/2016	$281.48
Paid Chk# 044908	TR COMPUTER SALES, LLC	9/13/2016	$2,930.25
Paid Chk# 044909	TRI-COUNTY LAW ENFORCEME	9/13/2016	$75.00
Paid Chk# 044910	URBANS HARDWARE	9/13/2016	$297.92
Paid Chk# 044911	US INTERNET	9/13/2016	$57.80
Paid Chk# 044912	VERIZON WIRELESS	9/13/2016	$625.77
Paid Chk# 044913	VIKING COCA-COLA BOTTLING	9/13/2016	$509.20
Paid Chk# 044914	WATSON CO., INC.	9/13/2016	$1,275.93
Paid Chk# 044915	XEROX CORPORATION	9/13/2016	$82.04
		Total Checks	$88,721.15

CITY OF ISANTI

*Check Summary Register©

September 2016

AP160903

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044916	AEM FINANCIAL SOLUTIONS, LL	9/15/2016	$11,750.00
Paid Chk# 044917	ARC IRRIGATION	9/15/2016	$1,607.57
Paid Chk# 044918	BILL'S QUALITY CLEANING	9/15/2016	$521.00
Paid Chk# 044919	CORYS COMPLETE	9/15/2016	$165.00
Paid Chk# 044920	CRYSTAL SPRINGS ICE	9/15/2016	$78.16
Paid Chk# 044921	DAHLHEIMER DISTRIBUTING CO	9/15/2016	$8,522.87
Paid Chk# 044922	EARL F. ANDERSEN	9/15/2016	$1,009.68
Paid Chk# 044923	ECM PUBLISHERS, INC.	9/15/2016	$542.01
Paid Chk# 044924	G & K SERVICES	9/15/2016	$565.77
Paid Chk# 044925	HARRIS, MICHAEL	9/15/2016	$168.71
Paid Chk# 044926	INNOVATIVE OFFICE	9/15/2016	$238.12
Paid Chk# 044927	ISANTI REDBIRDS	9/15/2016	$564.20
Paid Chk# 044928	JOSLIN & MOORE	9/15/2016	$6,606.00
Paid Chk# 044929	MACQUEEN EQUIPMENT, INC.	9/15/2016	$112.59
Paid Chk# 044930	MADDEN GALANTER HANSEN, L	9/15/2016	$1,629.29
Paid Chk# 044931	MCDONALD DISTRIBUTING CO.	9/15/2016	$4,944.45
Paid Chk# 044932	MINNESOTA EQUIPMENT	9/15/2016	$12.16
Paid Chk# 044933	MJL CONTRACTING	9/15/2016	$1,575.00
Paid Chk# 044934	MN DEPT OF REVENUE	9/15/2016	$21,641.00
Paid Chk# 044935	NORTHLAND LANDSCAPING	9/15/2016	$86.00
Paid Chk# 044936	OLSON POWER & EQUIPMENT	9/15/2016	$573.97
Paid Chk# 044937	PAUSTIS & SONS	9/15/2016	$1,176.08
Paid Chk# 044938	RED BULL DISTRIBUTION	9/15/2016	$189.50
Paid Chk# 044939	REICHMANN, WADE	9/15/2016	$1,035.00
Paid Chk# 044940	SELECTACCOUNT	9/15/2016	$27.43
Paid Chk# 044941	SUMMIT COMPANIES	9/15/2016	$6.00
Paid Chk# 044942	TWIN CITY GARAGE DOOR CO.	9/15/2016	$856.00
Paid Chk# 044943	WATSON CO., INC.	9/15/2016	$687.64
Paid Chk# 044944	WEX BANK	9/15/2016	$1,911.05
Paid Chk# 044945	WOOD, JOSEPHINE	9/15/2016	$1,361.39
		Total Checks	$70,163.64

City of Isanti

Gross Payroll	79,535.27
Social Security & Medicare	4,326.60
Public Employees Retirement	7,812.68
Total City Expense	91,674.55

Pay Date 9-9-2016

Pay Period 19 (8/21-9/3/2016)

Lump Sum Contract

Contractor's Application for Payment No. 1

Project:	Wastewater Treatment Plant Improvements	From (Contractor):	Gridor Construction, Inc.	Application Date:	9/6/2016
To (Owner):	City of Isanti, MN	Owner's Project No.:		Period From:	8/1/2016
Via (Engineer):	Bolton & Menk, Inc.	Engineer's Proj. No.:	R13.109638	Period To:	8/31/2016

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
	TOTALS	$0.00	$0.00
	NET CHANGE BY CHANGE ORDERS		$0.00

1.	**ORIGINAL CONTRACT PRICE**		$	2,942,400.00
2.	**Net change by Change Orders**		$	0.00
3.	**Current Contract Price (Line 1 + 2)**		$	2,942,400.00
4.	**TOTAL COMPLETED AND STORED TO DATE** (Column F on Progress Estimate)		$	355,195.00
5.	**RETAINAGE:**			
	a. 5% X $0.00 **Work Completed**		$	0.00
	b. 5% X $0.00 **Stored Material**		$	0.00
	c. **Less Total Retainage Released Early**		$	0.00
	d. **Total Retainage (Line 5a + Line 5b - Line 5c)**		$	0.00
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**		$	355,195.00
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**		$	0.00
8.	**AMOUNT DUE THIS APPLICATION**		$	355,195.00
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (Column G on Progress Estimate + Line 5 above)		$	2,587,205.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 9/6/16

Payment o $ 355,195.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 9/12/16
(Engineer) (Date)

Payment o $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

L.2.

Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application	D Work Completed: This Period Percent	E Work Completed: This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 1									
1.001	Mobilization Insurance and Bonds	$90,000		100%	$90,000		$90,000	100.0%	$0
1.002	Allowances	$150,000		8%	$12,109		$12,109	8.1%	$137,891
Subtotal for	Division 1	$240,000			$102,109		$102,109	42.5%	$137,891
						check	$102,109		
Division 2									
2.001	Erosion Control / Silt Fence	$5,000		50.00%	$2,500		$2,500	50.0%	$2,500
2.002	Clear and Grub Site	$10,000		100.00%	$10,000		$10,000	100.0%	$0
2.003	Fine Grade and Restore Site	$10,000					$0	0.0%	$10,000
2.004	Demo Labor and Material	$80,000					$0	0.0%	$80,000
2.005	Excavation and Fill	$80,000		60.00%	$48,000		$48,000	60.0%	$32,000
2.006	Backfill of Structure	$50,000					$0	0.0%	$50,000
2.007	Manholes and Precast	$35,000					$0	0.0%	$35,000
2.008	Exterior Pipe - Labor and Equipment	$85,000		10.00%	$8,500		$8,500	10.0%	$76,500
2.009	Exterior Pipe - Materials	$65,000				$59,305	$59,305	91.2%	$5,695
2.010	Paving	$40,000					$0	0.0%	$40,000
2.011	Landscape and Seedings	$7,500					$0	0.0%	$7,500
2.012	Pond Cleaning / Transfer	$40,000					$0	0.0%	$40,000
Subtotal for	Division 2	$507,500	$0.00		$69,000	$59,305	$128,305	25.28%	$379,195
		check				Check	$128,305		
Division 3									
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000		16.00%	$52,000		$52,000	16.0%	$273,000
3.002	Rebar Material	$80,000		35.00%	$28,000	$17,715	$45,715	57.1%	$34,285
3.003	Rebar Labor	$65,000		35.00%	$22,750		$22,750	35.0%	$42,250
3.004	Precast Concrete - Hollow Core	$45,000					$0	0.0%	$45,000
Subtotal for	Division 3	$515,000	$0.00		$102,750	$17,715	$120,465	23.39%	$394,535
		check				Check	$120,465		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	D Work Completed This Period Percent	D Work Completed This Period Amount	E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)
Division 4									
4.001	Masonry	$200,000					$0	0.0%	$200,000
Subtotal for	Division 4	$200,000	$0.00		$0	$0	$0	0.00%	$200,000
		check				Check	$0		
Division 5									
5.001	Misc Metals - Materials	$55,000					$0	0.0%	$55,000
5.002	Misc Metals - Labor	$15,000					$0	0.0%	$15,000
Subtotal for	Division 5	$70,000	$0.00		$0	$0	$0	0.00%	$70,000
		check				Check	$0		
Division 6									
6.001	Rough Carpentry	$2,500					$0	0.0%	$2,500
Subtotal for	Division 6	$2,500	$0.00		$0	$0	$0	0.00%	$2,500
		check				Check	$0		
Division 7									
7.001	Waterproofing / Insulation	$10,000					$0	0.0%	$10,000
7.002	Roofing	$40,000					$0	0.0%	$40,000
7.003	Sealants / Caulking	$5,000					$0	0.0%	$5,000
Subtotal for	Division 7	$55,000	$0.00		$0	$0	$0	0.00%	$55,000
		check				Check	$0		
Division 8									
8.001	HM Doors, Frames and Hardware	$15,000					$0	0.0%	$15,000
Subtotal for	Division 8	$15,000	$0.00		$0	$0	$0	0.00%	$15,000
		check				Check	$0		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	D Work Completed This Period Percent	D Work Completed This Period Amount	E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)
Division 9									
9.001	Painting	$140,000					$0	0.0%	$140,000
Subtotal for	Division 9	$140,000	$0.00		$0	$0	$0	0.00%	$140,000
		check				Check	$0		
Division 10									
10.001	Signs	$2,500					$0	0.0%	$2,500
10.002	Fire Extinguishers	$400					$0	0.0%	$400
10.003	Safety Equipment	$500					$0	0.0%	$500
Subtotal for	Division 10	$3,400	$0.00		$0	$0	$0	0.00%	$3,400
		check				Check	$0		
Division 11									
11.001	Hydraulic Gates	$20,000					$0	0.0%	$20,000
11.002	Submersible Pumps	$45,000				$2,816	$2,816	6.3%	$42,184
11.003	Vortex Pumps	$20,000					$0	0.0%	$20,000
11.004	Grit Removal	$40,000					$0	0.0%	$40,000
11.005	Grit Seperation	$30,000					$0	0.0%	$30,000
11.006	Fine Screen	$160,000					$0	0.0%	$160,000
11.007	Blowers	$125,000					$0	0.0%	$125,000
11.008	Coarse Bubble Aeration	$20,000					$0	0.0%	$20,000
11.009	Automatic Sampler	$15,000					$0	0.0%	$15,000
Subtotal for	Division 11	$475,000	$0.00		$0	$2,816	$2,816	0.59%	$472,184
		check							
Division 12									
	NONE						$0	0.0%	$0
Subtotal for	Division 12	$0	$0.00		$0	$0	$0	0.00%	$0
		check				Check	$0		
Division 13									
13.001	Steel Filter Modifications	$100,000					$0	0.0%	$100,000
Subtotal for	Division 13	$100,000	$0.00		$0	$0	$0	0.00%	$100,000
		check				Check	$0		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	E This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 14									
	NONE	$0					$0	0.0%	$0
Subtotal for	Division 14	$0	$0.00		$0	$0	$0	0.00%	$0
		check				Check	$0		
Division 15									
15.001	Interior Process Piping - Material	$65,000					$0	0.0%	$65,000
15.002	Interior Process Piping - Labor & Equipment	$20,000					$0	0.0%	$20,000
15.003	Process Valves - Material	$15,000					$0	0.0%	$15,000
15.004	Mechanical Insulation	$34,000					$0	0.0%	$34,000
15.005	Plumbing	$50,000					$0	0.0%	$50,000
15.006	HVAC	$125,000					$0	0.0%	$125,000
Subtotal for	Division 15	$309,000	$0.00		$0	$0	$0	0.00%	$309,000
		check				Check	$0		
Division 16									
16.001	Electrical GC's	$30,000		5.00%	$1,500		$1,500	5.0%	$28,500
16.002	Branch Wiring	$35,000					$0	0.0%	$35,000
16.003	Lighting and Heaters	$35,000					$0	0.0%	$35,000
16.004	Service / Distribution Equipment	$20,000					$0	0.0%	$20,000
16.005	Motor Control Equipment	$15,000					$0	0.0%	$15,000
16.006	Motor Control Wiring	$50,000					$0	0.0%	$50,000
16.007	Control Panels	$65,000					$0	0.0%	$65,000
16.008	Instruments	$30,000					$0	0.0%	$30,000
16.009	Engineering and Start up	$30,000					$0	0.0%	$30,000
Subtotal for	Division 16	$310,000	$0.00		$1,500	$0	$1,500	0.48%	$308,500
		check				Check	$1,500		
	Grand Total	$2,942,400	$0		$275,359	$79,836	355,195	12.07%	$2,587,205

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 1
Period Ending: 8/31/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
	Grand Totals	$2,942,400								
1.001	Mobilization Insurance and Bonds	$90,000								
1.002	Allowances	$150,000								
Subtotal for	Division 1	$240,000								
Division 2										
2.001	Erosion Control / Silt Fence	$5,000								
2.002	Clear and Grub Site	$10,000								
2.003	Fine Grade and Restore Site	$10,000								
2.004	Demo Labor and Material	$80,000								
2.005	Excavation and Fill	$80,000								
2.006	Backfill of Structure	$50,000								
2.007	Manholes and Precast	$35,000								
2.008	Exterior Pipe - Labor and Equipment	$85,000								
2.009	Exterior Pipe - Materials	$65,000		$59,305	HD Supply	$59,305				$59,305
2.010	Paving	$40,000								
2.011	Landscape and Seedings	$7,500								
2.012	Pond Cleaning / Transfer	$40,000								
Subtotal for	Division 2	$507,500	$0	$59,305		$59,305	$0	$0	$0	$59,305
Division 3										
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000								
3.002	Rebar Material	$80,000		$17,715	Rebar Fab	$17,715				$17,715
3.003	Rebar Labor	$65,000								
3.004	Precast Concrete - Hollow Core	$45,000								
Subtotal for	Division 3	$515,000	$0	$17,715		$17,715	$0	$0	$0	$17,715
Division 4										
4.001	Masonry	$200,000								
Subtotal for	Division 4	$200,000	$0	$0		$0	$0	$0	$0	$0
Division 5										
5.001	Misc Metals - Materials	$55,000								
5.002	Misc Metals - Labor	$15,000								
Subtotal for	Division 5	$70,000	$0	$0		$0	$0	$0	$0	$0

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Grider Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 1
Period Ending: 8/31/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to Date	Amount Remaining in Storage
Division 6										
6.001	Rough Carpentry	$2,500								
Subtotal for	Division 6	$2,500	$0	$0		$0	$0	$0	$0	$0
Division 7										
7.001	Waterproofing / Insulation	$10,000								
7.002	Roofing	$40,000								
7.003	Sealants / Caulking	$5,000								
Subtotal for	Division 7	$55,000	$0	$0		$0	$0	$0	$0	$0
Division 8										
8.001	HM Doors, Frames and Hardware	$15,000								
Subtotal for	Division 8	$15,000	$0	$0		$0	$0	$0	$0	$0
Division 9										
9.001	Painting	$140,000								
Subtotal for	Division 9	$140,000	$0	$0		$0	$0	$0	$0	$0
Division 10										
10.001	Signs	$2,500								
10.002	Fire Extinguishers	$400								
10.003	Safety Equipment	$500								
Subtotal for	Division 10	$3,400	$0	$0		$0	$0	$0	$0	$0
Division 11										
11.001	Hydraulic Gates	$20,000								
11.002	Submersible Pumps	$45,000		$2,816	QFS	$2,816				$2,816
11.003	Vortex Pumps	$20,000								
11.004	Grit Removal	$40,000								
11.005	Grit Seperation	$30,000								
11.006	Fine Screen	$160,000								
11.007	Blowers	$125,000								
11.008	Coarse Bubble Aeration	$20,000								
11.009	Automatic Sampler	$15,000								
Subtotal for	Division 11	$475,000	$0	$2,816		$2,816	$0	$0	$0	$2,816

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 1
Period Ending: 8/31/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 12										
	NONE									
Subtotal for	Division 12	$0	$0	$0		$0	$0	$0	$0	$0
Division 13										
13.001	Steel Filter Modifications	$100,000								
Subtotal for	Division 13	$100,000	$0	$0		$0	$0	$0	$0	$0
Division 14										
	NONE									
Subtotal for	Division 14	$0	$0	$0		$0	$0	$0	$0	$0
Division 15										
15.001	Interior Process Piping - Material	$65,000								
15.002	Interior Process Piping - Labor & Equipment	$20,000								
15.003	Process Valves - Material	$15,000								
15.004	Mechanical Insulation	$34,000								
15.005	Plumbing	$50,000								
15.006	HVAC	$125,000								
Subtotal for	Division 15	$309,000	$0	$0		$0	$0	$0	$0	$0
Division 16										
16.001	Electrical GC's	$30,000								
16.002	Branch Wiring	$35,000								
16.003	Lighting and Heaters	$35,000								
16.004	Service / Distribution Equipment	$20,000								
16.005	Motor Control Equipment	$15,000								
16.006	Motor Control Wiring	$50,000								
16.007	Control Panels	$65,000								
16.008	Instruments	$30,000								
16.009	Engineering and Start up	$30,000								
Subtotal for	Division 16	$310,000	$0	$0		$0	$0	$0	$0	$0
	Grand Totals	$2,942,400	$0	$79,836		$79,836		$0	$0	$79,836

Rebartab Inc.
REINFORCING BAR FABRICATORS

Plant: 720 First Street Southwest
Mailing: P.O. Box 120267
New Brighton, MN 55112-0015

Phone: (651) 633-3337
Fax: (651) 633-2332

Invoice

Invoice No / Date:	0002696086	8/16/2016
Bill of Lading No / Date:	6083167	8/16/2016
Sales Order No:	6080794	
Customer:	GRICON	
Job:	16202	
Salesperson:		
Contact:	Sherri ext. 281	
Phone:	(763) 746-9070 Ext: *181	

Sold To

GRIDOR CONSTRUCTION, INC.
3990 - 27th STREET S.E.
BUFFALO, MN 55313 USA

Ship To

WWTP IMPROVEMENTS
100 Isanti Parkway NW
CONCRETE ONLY
Isanti, MN 55040 USA

Customer P.O.	Ship Via	F.O.B.	Terms
2016-08	Our Truck	Jobsite/PREPAID	NET 30 DAYS

Item	Description	Qty Shipped	Price	Amount
Reinforcing Steel Per Release CC PWG, Release 2, Drawing R1, REMAINDER FTGS. AND WALLS				
RB	Black Rebar	22,941lbs		11,012.00
Reinforcing Steel Per Release CC PWH, Release 3, Drawing R2, CONTROL STRUCTURE				
RB	Black Rebar	10,641lbs		5,108.00
DWLBAR6	#6 SETTING BAR W/FLG. x 3-0(F)	44EA		450.00
SB72	L.F. SB 2" ALL PLASTIC	30LF		5.00

Pay Item 3.502

Approved
For 16-08 3-510
Date Paid
Check No

RECEIVED
AUG 22 2016
GRIDOR CONSTR., INC.

Total Weight: 33,799 Lbs

	Subtotal	16,575.00
	Freight	0.00
MN-6.875% 1139.53	Tax	1,139.53
	Payment/Credit Amount	0.00
	Balance	17,714.53

NO RETAINAGE ALLOWED
NET 30 DAYS

PLEASE PAY FROM THIS INVOICE
NO STATEMENT WILL BE SENT

Quality Flow Systems, Inc.
Quality Control & Integration, Inc.
800 - 6th Street NW
New Prague, MN 56071
Phone: (952) 758-9445

Invoice 32294

Invoice Date	Due Date
7/25/2016	8/24/2016

Bill To	Ship To
Gridor, Construction, Inc. 3990 - 27th Street S.E. Buffalo, MN 55313	Forterra 1340 - 6th Street Elk River, MN 55330

P.O. Number	Terms	Rep	Via	F.O.B.	Project
2016-08 11310	Net 30	PGM	Best Way	ORIGIN	21821 - Isanti, MN

Ordered	Invoiced	B/O	Item Number	Description	Unit Price	Ext. Price
2	2	0	HA-S1S	"Halliday" Access cover-30" x 48" single door w/safety grate	906.00	1,812.00T
1	1	0	HA-S1S	"Halliday" Access cover-24" x 48" single door w/safety grate	823.00	823.00T

Pay Item 11.002

Approved
For 16-08 11130
Date Paid
Check No

RECEIVED
JUL 28 2016
GRIDOR CONSTR., INC.

Thank you for your business.

Finance charges at a rate of 1.5% per month or 18% annually, will be added to any account that is past due. In addition, the customer is responsible for all costs associated with collections including resonable attorney fees.

Subtotal	$2,635.00
Sales Tax (6.875%)	$181.16
Total	$2,816.16

SUPPLY WATERWORKS INVOICE

1030 Craig Park Court
St. Louis, MO 63146

Invoice #	F829405
Invoice Date	8/05/16
Account #	099717
Sales Rep	BRIAN STENSLAND
Phone #	763-428-7473
Branch #243	St Michael, MN
Total Amount Due	$40,564.62

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST.LOUIS, MO 63146

GRIDOR CONSTRUCTION (230)
3990 27TH ST SE
BUFFALO MN 55313-5045

000/0000
00000

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

7521

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/15/16	8/02/16	SEE BELOW	ISANTI WWTF	2016-08		BEST WAY	F829405

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	CUSTOMER PO#- 15150B-DIRECT SHP PVC						
	HD SUPPLY WATERWORKS PO#-7697066						
312026	12 SDR26 PR160 PVC PIPE(G)	1680	1680		10.14000 FT		17,035.20
4152614	15X14' SDR26 PVC SWR PIPE(G) PS115	1260	1260		14.15000 FT		17,829.00
21818W	18 C905 DR18 PVC PIPE (G) MARKINGS PC235	100	100		30.91000 FT		3,091.00

Pay Item 2.005

Approved
For 16-08 15-155
Date Paid
Check No

Freight	Delivery	Handling	Restock	Misc

Subtotal:	37,955.20
Other:	.00
Tax:	2,609.42
Invoice Total:	$40,564.62

Terms: NET 30
Ordered By: STEVE LEE

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

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HD SUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	F840283
Invoice Date	8/18/16
Account #	099717
Sales Rep	BRIAN STENSLAND
Phone #	763-428-7473
Branch #243	St Michael, MN
Total Amount Due	$18,740.55

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST.LOUIS, MO 63146

GRIDOR CONSTRUCTION (230) 000/0000
3990 27TH ST SE 00000
BUFFALO MN 55313-5045

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/19/16	8/16/16	SEE BELOW	ISANTI WWTF	2016-08		BETR CARE=15337	F840283

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- 15150B, 15150C, 15150D						
:1AMG118	18 MJ REGULAR GASKET F/DI	14	14		8.93000	EA	125.02
:1AMB10735CTB	3/4X3-1/2 T-HEAD B&N COR BLUE	75	75		2.30000	EA	172.50
:1AMB10740CTB	3/4X4 T-HEAD B&N COR BLUE	375	375		2.46000	EA	922.50
:1AMB10745CTB	3/4X4-1/2 T-HEAD B&N COR BLUE	200	200		2.59000	EA	518.00
'27214521874	6" COR-BLUE MJ STUD SET	4		4	30.11000	EA	.00
'27214521875	18" COR-BLUE MJ STUD SET	2		2	100.01000	EA	.00
'21014521739	6" #341 VIC FLANGE ADAPTER TNEMEC 140-1211 EPOXY PRIMED STD ZINC HARDWARE WITH "L" GASKET	1		1	255.72000	EA	.00
'21014521741	8" #341 VIC FLANGE ADAPTER TNEMEC 140-1211 EPOXY PRIMED STD ZINC HARDWARE WITH "L" GASKET	3		3	360.48000	EA	.00
:1I184ME	18 MJ 45 EPOXY (I) CP DI C153 (IMPORT)	1	1		382.38000	EA	382.38

Approved
For 16-08 15-150
Date Paid
Check No

Freight	Delivery	Handling	Restock	Misc

Subtotal:	17,535.02
Other:	.00
Tax:	1,205.53
Invoice Total:	$18,740.55

Terms: NET 30

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

SUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # F840283
Invoice Date 8/18/16
Account # 099717
Sales Rep BRIAN STENSLAND
Phone # 763-428-7473
Branch #243 St Michael, MN
Total Amount Due $18,740.55

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

GRIDOR CONSTRUCTION (230) 000/0000
3990 27TH ST SE 00000
BUFFALO MN 55313-5045

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/19/16	8/16/16	SEE BELOW	ISANTI WWTF	2016-08		BETR CARE=15337	F840283

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- 15150B, 15150C, 15150D						
'11250A	12 SJ CL50 DI PIPE C/L	20	20		22.50000	FT	450.00
.9AFGR12C	12 FASTITE JT SBR GASKET COND	1	1		N/C	EA	
'11452S	14 SJ CL52 DI PIPE C/L IN LIEU OF 011450S	20	20		28.03000	FT	560.60
.9ATGF14	14 FASTITE GASKET IN LIEU OF 19AFGR14C	1	1		50.01000	EA	50.01
:9APLQ	LUBE 1 QT F/WATER/SWR PIPE	6	6		N/C	EA	
'4243514	24X14' PVC SWR PIPE (G) F679 PS46 SDR35	28	28		28.48000	FT	797.44
'20418W	4 C900 DR18 PVC PIPE (G) MARKINGS PC235	20	20		1.85000	FT	37.00
'21018W	10 C900 DR18 PVC PIPE (G) MARKINGS PC235	20	20		9.45000	FT	189.00
'21218W	12 C900 DR18 PVC PIPE (G) MARKINGS PC235	60	60		13.02000	FT	781.20
:7159GG26	15 HW SWR SDR26 90 GXG	1	1		383.30000	EA	383.30
'486056037816P	860-56-0378-16P 14" HYMAX CPLG 15.00-16.10 LR, 16.02-17.10 HR	2	2		1015.00000	EA	2,030.00
:1I049M	4 MJ 90 BEND (I) CP DI C153	2	2		32.23000	EA	64.46
:1I069M	6 MJ 90 BEND(I) CP DI C153	1	1		52.70000	EA	52.70
:1I109M	10 MJ 90 BEND (I) CP DI C153	2	2		121.94000	EA	243.88
:1I129M	12 MJ 90 BEND (I) CP DI C153	3	3		164.19000	EA	492.57
:1I149M	14 MJ 90 BEND (I) CP DI C153	2	2		274.81000	EA	549.62

CONTINUED... Page: 1

SUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	P840283
Invoice Date	8/18/16
Account #	099717
Sales Rep	BRIAN STENSLAND
Phone #	763-428-7473
Branch #243	St Michael, MN
Total Amount Due	$18,740.55

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

GRIDOR CONSTRUCTION (230) 000/0000
3990 27TH ST SE 00000
BUFFALO MN 55313-5045

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/19/16	8/16/16	SEE BELOW	ISANTI WWTF	2016-08		BETR CARE=15337	P840283

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- 15150B, 15150C, 15150D						
:1I084M	8 MJ 45 BEND (I) CP DI C153	1	1		62.28000	EA	62.28
:1I124M	12 MJ 45 BEND (I) CP DI C153	6	6		135.88000	EA	815.28
:1I184M	18 MJ 45 BEND (I) CP DI C153	3	3		382.38000	EA	1,147.14
:1I122M	12 MJ 22-1/2 BEND(I)CP DI C153	1	1		118.89000	EA	118.89
:1I10S112T	10 MJ L/P SLEEVE(I) CP DI C153	1	1		92.76000	EA	92.76
:1I12S112T	12 MJ L/P SLEEVE(I) CP DI C153	3	3		125.43000	EA	376.29
:1I18S115T	18 MJ L/P SLEEVE(I) CP DI C153	2	2		835.31000	EA	1,670.62
:1I12W080M	12X8 MJ WYE (I) CP DI C153	1	1		387.17000	EA	387.17
:1IAMF810SLDE10	10 ONE-LOK DI RESTR SLDE10 (I) SIGMA (DIP) GLAND ONLY	3	3		50.10000	EA	150.30
:1IAMF812SLDE12	12 ONE-LOK DI RESTR SLDE12 (I) SIGMA (DIP) GLAND ONLY	13	13		72.89000	EA	947.57
:1IAMF812SLCE12	12 SIGMA PVC RESTR SLCE12 C900	19	19		82.46000	EA	1,566.74
:1IAMF814SLDE14	14 ONE-LOK DI RESTR SLDE14 (I) SIGMA (DIP) GLAND ONLY	4	4		92.94000	EA	371.76
:1IAMF818SLDE18	18 ONE-LOK DI RESTR SLDE18 (I) SIGMA (DIP) GLAND ONLY	4	4		188.32000	EA	753.28
:1AMG106	6 MJ REGULAR GASKET F/DI	4	4		2.26000	EA	9.04
:1AMG108	8 MJ REGULAR GASKET F/DI	2	2		2.76000	EA	5.52
:1AMG112	12 MJ REGULAR GASKET F/DI	16	16		4.50000	EA	72.00
:1AMG512	12 MJXIPS PVC TRANS GASKET	20	20		9.31000	EA	186.20

CONTINUED... Page: 2

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
August 3, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:45 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, Steve Lundeen and Tara Hallberg

Commissioners Absent: None

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

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

3. Approve Minutes of July 5, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Collison to approve the minutes for July 5, 2016. Motion carried unanimously.

4. Consider Recommendation to Declare Garage at 100 Dahlin as Surplus Property

Economic Development Director Sullivan highlighted the history of the project. He asked the EDA if they still wanted to declare the property as surplus property in light of quotes received for the demolition and asbestos removal.

Discussion ensued.

Motion by Collison second by Hallberg to recommend to the City Council to declare the garage located at 100 Dahlin as surplus property. Motion carried unanimously.

5. Review Quotes or Bags for Local Marketing Effort

Economic Development Director Sullivan give a brief summation of the request by the EDA to look into City of Isanti "Goodie Bags" for community events. He went of the various bag types, costs and potential insert items. He asked the EDA for further input.

President Wimmer suggested a larger program that potentially would include "Isanti Bucks" or more buy in / collaboration from local businesses. He indicated that the City program would include all businesses which could potentially be more beneficial that a chamber program due to the fact that not all businesses are chamber members. He cited the farmers market bags and the level of participation by local businesses. He wanted to stress consistency and the fact that the program would "be there" annually.

Commissioner Dragisich stated that we needed buy in from businesses. The bags are only as successful as the items that are in it and we need a good participation rate from businesses.

Member Lorinser stated he attends many events including 5K runs and the "goodie bags" have great items in them. We would hope for the some level of items in our bags.

Member Lundeen said he was in favor of high quality, potentially reusable bags.

Motion by Collison second by Bergley to research a City of Isanti Gift Bag. Motion carried unanimously.

6. Other Business / Updates / Communications

President Wimmer updated the EDA on the Coborn's appearance modification and that SnoBear USA was moving along nicely.

Sullivan handed out housing market information showing trends for and that that City of Isanti is a leader in many areas.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee Update
e. CGI
f. 100- 102 Dahlin
g. Housing Starts in 2016
h. Business Arrivals and Departures in Isanti 2016

7. Adjournment

Bergley motioned, seconded by Collison to adjourn at 8:00 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 3rd day of August, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
AUGUST 10, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Jeff Duncan, Paul Bergley, Wayne Traver, Greg Cesafsky, and Jim Kennedy.

Members Absent: Steve Lundeen (prior notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

Achman stated that item 3.B. has been withdrawn from the agenda. EverCat Fuels has decided to move their storage container into their existing outdoor storage area rather than expand the area to include the containers outside of it.

2. Approval of Minutes from July 12, 2016 Planning Commission Meeting.

Duncan questioned if there were any comments or changes to the minutes.

Motion by Bergley second by Traver to approve the July 12th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Bergley asked what a UTV was.

Kennedy stated it was a Utility Trail Vehicle.

Bergley wanted to make sure that Mr. Jedneak was aware that there would be no outdoor speaker system allowed.

Mr. Jedneak stated that he was not aware of that, but would not be using one.

Achman stated that one of the conditions of motor vehicle sales is that no outdoor speaker systems can be used. She further stated this is something that is more often requested by larger dealerships.

Bergley asked if there was another auto sales office in the Dual Square Mall.

Achman stated that several have been approved to be within the Dual Square Mall, but none of them have come to fruition.

Duncan asked if the items come fully assembled.

Mr. Jedneak stated that they did not. Typically, the handle bars and a front or back tire need to be put on. They are about 95% assembled. For shipping purposes, they come stacked on pallets.

Duncan asked how the assembly relates to the statement that no onsite assembly will occur.

Achman stated that as long as the assembly occurs within the building, there should be no issues.

Mr. Jedneak stated that the UTV's are assembled at another site.

The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from Blake Jedneak, Soca Powersports, for Approval of a Conditional Use Permit to allow for Motor Vehicle Sales within the Dual Square Mall located at 401 East Dual Blvd NE, Isanti, Minnesota based on the Finding of Fact and Conclusions with the following conditions:

1. Services and sales are associated with a principal building with a minimum floor area of at least one thousand (1,000) square feet.
2. All area of the property not devoted to building, parking, or open sales lot area shall be landscaped in accordance with Section 15 of this Ordinance.
3. Off-street parking and loading shall meet the requirements as stipulated within Section 17 of this Ordinance.
4. All new or used vehicles parked or displayed outdoors on the property shall conform to all requirements of the State of Minnesota; shall be operable; shall include all engine, muffler, brakes, and operating parts; shall be equipped with all exterior body parts as if new (for a passenger vehicle, truck or van, this shall mean four (4) tires, all doors and windows, headlamps and grillwork, mirrors, fenders, trunk, lids, body panels and molding, etc, or if a boat, all windshields, safety railings, hulls, trailer, etc.); shall be uniformly and wholly painted; and shall be free from having any loose or damaged exterior parts.
5. All repair, assembly, disassembly or maintenance of motor vehicles or motor vehicle parts shall occur within an enclosed building.
6. A detailed site plan conforming to the requirements of Section 18 of this Ordinance shall be submitted. The site plan shall also illustrate the location of all open sales and storage areas.
7. No outside speaker system shall be permitted without the approval from the City Council.

8. A landscaped buffer shall be provided, if the use abuts any residential zoning district. Solid screening to a minimum height of six (6) feet shall be provided along any portion of the open sales lot abutting a residential property or district. Such screening shall consist of a continuous landscape berm, solid wood fence, wall, or other comparable material. Fencing shall be constructed of wood or comparable material and should be of an ornamental or decorative design. If a chain link or wood fence is used, landscaping shall be provided on the outside of the fence facing the abutting residential property or district.
9. Motor vehicle displays shall take up no more than two 9'x 19' parking stalls.

Motion carried unanimously.

B. Request from EverCat Fuels for Approval of an Amendment to Resolution No. 2013-192 Approving a Conditional Use Permit to allow for Outdoor Storage on the property located at 425 East Dual Boulevard NE, Isanti, Minnesota.

This item has been withdrawn from the agenda.

C. Request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings.

Duncan read the item into the minutes.

Achman presented the staff memo.

Duncan opened the public hearing.

Duncan asked if there was any guidance in the bill for what types of medical conditions would be eligible for the temporary healthcare dwelling?

Achman informed the Planning Commission that there was no guidance. Staff would rely on a note from the person's medical provider stating the dwelling was necessary in order to receive care from a family member, relative or another caregiver. It wouldn't necessarily always be a family member.

Traver asked if this would allow the small homes to be placed right on someone's lot.

Achman confirmed that would be the case, which would create density issues, impervious surface issues, etc.

The public hearing was closed.

Bergley asked what was trying to be accomplished with this bill.

Achman stated that it may be providing an alternative to placing someone in a nursing home or assisted living facility for short term care.

Motion by Bergley second by Cesafsky to recommend approval of the request from the City of Isanti to Approve an Amendment to Zoning Ordinance 445 Opting Out of Minnesota State Statute 462.35.93 which Permit and Regulate Temporary Family Health Care Dwellings based on the Findings of Fact and Conclusions. Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. Update on Highway 65 Overlay District.

Duncan read the item into the minutes.

Achman provided an update stating that the Development and Operations Advisory Committee is reviewing the ordinance and flushing out some of the concerns prior to bringing it forward to the Planning Commission. This will hopefully eliminate a lengthy Planning Commission meeting.

6. Adjournment

Motion by Kennedy second by Cesafsky to adjourn the August 10th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:17 p.m.

Dated at Isanti, Minnesota this 10th day of August 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A LOCAL GAMBLING PERMIT TO ST. ELIZABETH ANN SETON - MOTHER SETON GUILD

WHEREAS, the St. Elizabeth Ann Seton - Mother Seton Guild has applied for a Local Gambling Permit for a Raffle Fundraiser to be held on December 4, 2016 at St. Elizabeth Ann Seton Church located at 207 County Rd 23 NW, Isanti, MN 55040; and

WHEREAS, the value of prizes will be less than $1,500; and

WHEREAS, proceeds from Raffle are to be used for St. Elizabeth Ann Seton projects; and

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

WHEREAS, the applicant successfully passed a background check by the Isanti Police Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to approve a Local Gambling Permit to St. Elizabeth Ann Seton - Mother Seton Guild to hold a Raffle fundraiser on December 4, 2016 at 207 County Road 23 NW, Isanti, MN 55040.

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

City of Isanti
110 1st Ave NW
PO Box 428
Isanti MN 55040 (763) 444-5512

Receipt No: 1.015917 Sep 8, 2016

Mother Seton's Guild

LICENSES & PERMITS	
12-4-16 St Elizabeth Ann Seton	50.00
Total:	50.00
CHECK	
Check No: 1813	50.00
Payor:	
Mother Seton's Guild	
Total Applied:	50.00
Change Tendered:	.00

09/08/2016 09:41AM

A Community For Generations.

Isanti

APPLICATION FOR LOCAL GAMBLING PERMIT

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to **City of Isanti.**

Name of Organization: St Elizabeth Ann Seton - Mother Seton Guild

Address of Organization: 207 Co Rd 23, Isanti Mn 55040

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Fr Don Wagner — Isanti — Phone No.
Name Address

Deb Hermanson (Pres) — Isanti — Phone No.
Name Address

Kathy Minkler (Treas) — Isanti — Phone No.
Name Address

Type of Event: Raffle Date of event: 12/4/16

Use of Proceeds: Parish projects

Location and address of event:

St Elizabeth Parish Hall

Estimated value of prizes to be awarded: $1200

Name of applicant: Kathleen Krenik Minkler Applicant's phone number: 763-753-7313

Signature of applicant: Kathleen Krenik Minkler

Date: 9/8/16

Approved by City Council _____ Resolution # _____

POS = 3 /311
S:\OFFICE\Forms\Master Forms\Licensing-Permits\Gambling Application.doc

L.6.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and City Council Members**
From: Lindsey McInnis, Human Resources/City Clerk
Date: September 2, 2016
Subject: Medical Insurance Plan Renewal

Background:
On Thursday, September 1st, Representative Andy Weitnauer from NFP came to discuss Medical Insurance Renewal for 2017. He informed us that we will have a zero percent increase from year 2016 to year 2017. All plan items have remained the same, with a few minor changes. One change is the 90-day prescription cost. Previously the plan allowed for purchasing 90 days' worth of prescription for the discounted cost of 60 days. This has now changed to being full cost for 90 days. The other change is that Blue Cross Blue Shield of Minnesota is doing a Platform Migration. In this migration all covered members will receive new group numbers. These group numbers will have to be updated with any provider the individual currently sees. In addition, the online platform for BCBS is changing.

At this time, we have not received confirmation on Dental or Life Insurance rates. Those are expected to be received sometime in October.

Request for Action:
Consider Adoption of Resolution 2016-XXX Approving the 2017 BlueCross BlueShield Resource Co-Op Medical Renewal Plan for the City of Isanti

Attachments:
Resolution 2016-XXX Approving the 2017 BlueCross BlueShield Resource Co-Op Medical Renewal Plan for the City of Isanti

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING THE 2017 BLUECROSS BLUESHIELD RESOURCE CO-OP MEDICAL RENEWAL PLAN FOR THE CITY OF ISANTI

WHEREAS, The City of Isanti has received its employee medical benefit renewal information for the year 2017; and

WHEREAS, there is a zero percent increase in cost over the year 2016; and,

WHEREAS, The Personnel Committee has reviewed and approved the BlueCross BlueShield medical benefit renewal for the 2017 year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the 2017 BlueCross BlueShield Medical Renewal Plan.

This resolution was duly adopted by the Isanti City Council this 20th day of September, 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

L.7.

MEMO

To: Mayor Wimmer and City Council Members

From: John Jacobi, Liquor Store Manager

Date: September 13, 2016

Subject: Donation Request for MMBA Food Drive promotion in-store

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Background:
Each year the MMBA supports a food drive for the sole purpose of raising funds as well as food donations to help support local food shelves in our area. I am requesting that we promote this program in-store and customers can donate non perishable food items or a cash donation in any amount they wish to help support this program. The dates of the donations are October 1st through October 31st, 2016.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING DONATION BOX AT LIQUOR STORE

WHEREAS, on June 2, 2009 City Council approved a donation box policy; and

WHEREAS, Isanti Liquor is requesting use of a donation box at the liquor store in support of the MMBA "Food Drive" promotion; and

WHEREAS, the Liquor Committee has reviewed the request and recommended its approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Isanti, Minnesota hereby approves placement of a donation box for the Supplies Drive at the Isanti Liquor Store from October 1st, 2016 through October 31st, 2016.

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

Attest: Mayor George A. Wimmer

Lindsey McInnis
Human Resources/City Clerk

(SEAL)

Minnesota Municipal Beverage Association

INCORPORATED

An organization composed of the municipally-operated dispensaries of Minnesota

OFFICERS

PRESIDENT
Gary Buysse
Rogers

VICE PRESIDENT
John Jacobi
Vice President

SECRETARY/
TREASURER
Cathy Pletta
Kasson

DIRECTORS

Chris Arnold
Bagley

Tom Agnes
Brooklyn Center

Karissa Kurth
Buffalo Lake

Steve Grausam
Edina

Brenda Visnovec
Lakeville

Nancy Raines
Longville

Bridgitte Konrad
North Branch

Nanette Serbus
Olivia

Bill Ludwig
Paynesville

Paul Kaspszak
Executive Director

Box 32966
Minneapolis, MN 55432
763-572-0222
1-866-938-3925
Fax: 763-572-8163

www.municipalbev.com

9th Annual MMBA Food Drive Promotes Community Value

In an effort to help members Promote the Community Value of their Municipal Liquor Operation, MMBA, in partnership with Coors Light is coordinating the *Ninth Annual Municipal Liquor Food Drive* **benefiting your local food shelf.**

Again this year, there will be two competition brackets, based on 2014 annual sales:

$1,000,000 and Above & Below $1,000,000

The individual facility (not city) in each category with the highest weight donated will earn a $1,000 donation to their local food shelf from Coors Light and MMBA.

In addition:

Through a random drawing, ten $100 donations will be made to food shelves of participating facilities, other than the category winners. So, everyone has a chance to win!

Here are additional details:

- The food drive will run from October 1 – October 31, 2016.
- Each participating MMBA member will collect dry food, can goods & cash for donation to your local food shelf of choice. **Anything your food shelf will accept is eligible to be counted, including, but not limited to, field produce and canned / bottled water.**

NOTE:

Each $1 in cash donations will be counted as 3 pounds of food.

- At the end of the event (November 1), please take the collected food and cash to the food shelf to be weighed. (Contact the MMBA office if you need assistance locating your local food shelf.)

  A week or so after the conclusion of the event, an MMBA director will call you for the weight total given by your food shelf. You can also send the MMBA office the information at: kaspszak@visi.com or phone: 763.572.0222, 866.938.3925.

- One 7 foot banner, one 2 foot by 3 foot sign and two counter cash buckets will be created and provided by Coors Light. Additional signage can be obtained by contacting your Coors Light Distributor.

- Here are some successful ideas to promote the event:

  - ✓ Facility product discount for those donating food
  - ✓ Stapling a flyer to carry-out bags
  - ✓ Displaying the food in the front of the store to catch customer eyes
  - ✓ Reference or total focus in advertising mediums
  - ✓ Coors Light wholesaler could build a platform of Coors Light cases for the food to display on, or a wall of cases around an area where donations will be placed.
  - ✓ Local newspaper story
  - ✓ Collect contributions by participating in other community events

If you would like to participate in this event, contact the MMBA Office at:

Phone: 763-572-0222 or 866-938-3925
Email: kaspszak@visi.com

Thanks for your participation!!!!!

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 20, 2016

Subject: **Consider Resolution Authorizing Letter of Support for Minnesota Emerging Entrepreneur Program (MEEP)**

Background:

Minnesota Emerging Entrepreneur Program support the growth of businesses in Minnesota and the City of Isanti. North Central Economic Development Association (NCEDA) an affiliate organization of Region Five Development Commission plans to submit a proposal to DEED for the Minnesota Emerging Entrepreneur Program (MEEP). NCEDA provides vital technical and financial support as a key economic development partner to help promote entrepreneurialism. Technical and financial assistance for start-ups, new product development, including value added agriculture, and expansion is important to the economic vitality of our region. NCEDA supports micro-lending as a tool that levels the playing field and allows entrepreneurs to develop their ideas. NCEDA has requested that the City of Isanti write a letter of support of the application to DEED for MEEP.

Request for Action:

1) Consider adoption of Resolution 2016-___ A Resolution Authorizing a Letter of Support for Minnesota Emerging Entrepreneur Program

Attachments:

1) Resolution 2016-___ A Resolution Authorizing a Letter of Support for Minnesota Emerging Entrepreneur Program

RESOLUTION 2016-___

AUTHORIZING LETTER OF SUPPORT FOR MINNESOTA EMERGING ENTREPRENEUR PROGRAM

WHEREAS, Minnesota Emerging Entrepreneur Program support the growth of businesses in Minnesota and the City of Isanti; and

WHEREAS, North Central Economic Development Association (NCEDA) an affiliate organization of Region Five Development Commission plans to submit a proposal to DEED for the Minnesota Emerging Entrepreneur Program (MEEP); and

WHEREAS, NCEDA provides vital technical and financial support as a key economic development partner to help promote entrepreneurialism. Technical and financial assistance for start-ups, new product development, including value added agriculture, and expansion is important to the economic vitality of our region; and

WHEREAS, NCEDA supports micro-lending as a tool that levels the playing field and allows entrepreneurs to develop their ideas; and

WHEREAS, NCEDA has requested that the City of Isanti write a letter of support of the application to DEED.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize signature by the Mayor and submittal of the attached letter of support to DEED

This Resolution is hereby approved by the Isanti City Council this 20th day of September 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

September 21, 2016

Minnesota Department of Employment and Economic Development
Attn: Bob Isaacson
First National Bank
332 Minnesota Street, Suite E200
St. Paul, MN 55101-1351

Dear Mr. Isaacson:

Please accept this letter of support from The City of Isanti, Minnesota for the North Central Economic Development Association (NCEDA) an affiliate organization of Region Five Development Commission proposal submitted to DEED for the Minnesota Emerging Entrepreneur Program (MEEP). We understand that NCEDA/Region Five is applying for this program on behalf of the 10 counties served by Region 5 and 7E. These include Cass, Crow Wing, Morrison, Todd, Wadena, Pine, Kanabec, Mille Lacs, Chisago and Isanti Counties.

NCEDA provides vital technical and financial support as a key economic development partner to help promote entrepreneurialism. Technical and financial assistance for start-ups, new product development, including value added agriculture, and expansion is important to the economic vitality of our region. Many of these new and emerging businesses start on a very small scale and grow as opportunities present themselves. NCEDA supports micro-lending as a tool that levels the playing field and allows entrepreneurs to develop their ideas. Entrepreneurs who may not otherwise qualify for funding or technical assistance, such as those owned by minorities, low-income persons, women, veterans and the disabled, will have the opportunity to live their dream. Coupled with professional technical assistance and peer-to-peer opportunities of the micro-lending approach, poverty eradication is addressed through micro-lending.

NCEDA is committed to a long-term partnership with Region 7E and the counties they serve as well as the advancement of opportunities that will grow the regional economy served by Region Five. Therefore, the City of Isanti asks that DEED gives strong consideration to the submitted NCEDA/Region Five proposed funding opportunity.

Sincerely,

_____

Mayor George A. Wimmer

110-1st Avenue NW • P.O. Box 428 • Isanti, MN 55040-0428
Phone: (763) 444-5512 • Web Site: www.cityofisanti.us • Fax: (763) 444-5560

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: September 20, 2016

Subject: **Consider Resolution Authorizing Modification of Mortgage for RPF, LLC**

Background:

RPF, LLC purchased Units 3 and 4 at 101 Isanti Parkway to operate Trans Mississippi Biological Supply. The City of Isanti utilized $15,000 from the Revolving Loan Fund to assist with this purchase. As part of this project acquisition of units 5 and 6 would be done at a later date. That closing for acquisition is set on September 21, 2016 and RPF, LLC has agreed to the City of Isanti to add lots 5 and 6 to the existing mortgage. City Attorney Joslin has drafted the attached Modification of Mortgage and Staff is recommending that the City Council authorize execution of the attached document.

Staff Request for Action:

Staff is looking for a motion to adopt Resolution 2016-_____ Authorizing Modification of Mortgage for RFP, LLC

Attachments:

1) Resolution 2016-_____ Authorizing Modification of Mortgage for RPF, LLC

RESOLUTION 2016-___

AUTHORIZING MODIFICATION OF MORTGAGE FOR RPF, LLC

WHEREAS, the City of Isanti and RPF, LLC entered into Combination Mortgage, Security Agreement and Fixture Financing Statement dated June 2, 2016 and filed September 1, 2016 in the Office of the Isanti County Recorder as document number A460728; and,

WHEREAS, the amount of the mortgage is for $15,000 and it originally covered Lots 3 and 4, CIC Number 2008-2, Isanti Parkway Condominiums (the "Legal Description") located at 101 Isanti Parkway NE Isanti, MN 55040; and,

WHEREAS, City Attorney Joslin has drafted the attached Modification of Combination Mortgage, Security Agreement and Fixture Financing Statement which would add the Legal Description to the mortgage filed as Document Number A460728; and,

WHEREAS, The City of Isanti and RPF, LLC agreed to add Units 5 and 6, CIC Number 2008-2, Isanti Parkway Condominiums to the $15,000 mortgage as part of the transaction when RPF acquired lots 5 and 6 and that closing is scheduled for September 21, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize the Mayor and City Administrator to sign the attached Modification of Combination Mortgage, Security Agreement and Fixture Financing Statement.

This Resolution hereby approved by the Isanti City Council this 20th day of September 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

MODIFICATION OF COMBINATION MORTGAGE,
SECURITY AGREEMENT AND FIXTURE
FINANCING STATEMENT

RECORDATION REQUESTED BY:
City of Isanti
110 1st Ave. NW
P.O. Box 428
Isanti, MN 55040

WHEN RECORDED MAIL TO:
City of Isanti
110 1st Ave. NW
P.O. Box 428
Isanti, MN 55040

SEND TAX NOTICES TO:
RPF, LLC
29764 Julliard St. NE
North Branch, MN 55056

THIS MODIFICATION OF COMBINATION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT, dated September 20, 2016, is made and executed between RPF, LLC, a Minnesota Limited Liability Company, (referred to below as "Grantor") and The City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, whose address is 110 1st Ave. NW, P.O. Box 428, Isanti, MN 55040, (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage, Security Agreement and Fixture Financing Statement dated June 2, 2016 (hereinafter collectively referred to as the "Mortgage") which has been recorded in Isanti County, State of Minnesota as follows:

Recorded September 1, 2016 as Document #A460728 in the Office of the County Recorder of Isanti County, Minnesota.

REAL PROPERTY DESCRIPTION. The Mortgage originally covered the following described real property located in Isanti County, State of Minnesota as set forth in Exhibit A attached thereto, to wit: Lots 3 and 4 Common Interest Community No. 2008-2, Isanti Parkway Condominiums, Isanti County, Minnesota.

Said real property or its address is commonly known as 101 Isanti Parkway NE, Isanti, MN 55040.

MODIFICATION. Lender and Grantor hereby modify the Mortgage to include additional real property as follows: Exhibit A to the original mortgage is hereby amended and modified to include and the mortgage will now and hereafter cover and encumber the following described real property located in Isanti County, State of Minnesota, to wit: Lots 3, 4, 5 and 6 Common Interest Community No. 2008-2, Isanti Parkway Condominiums, Isanti County, Minnesota. Property address 101 Isanti Parkway NE, Isanti, MN 55040.

PRIOR PERMITTED ENCUMBRANCES: Exhibit B attached to and being a part of the original mortgage is hereby amended and modified to include the following as prior permitted encumbrances: Mortgage in favor of Village Bank, recorded in the Office of the Isanti County Recorder as Document No. A460725, and Assignment of Rents in favor of Village Bank, recorded in the Office of the Isanti County Recorder as Document No. A460726.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF COMBINATION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF COMBINATION MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT IS DATED SEPTEMBER 20, 2016.

Grantor:

RPF, LLC

By:_____
Troy R. Felch
Its Governor

Lender:

City of Isanti

By: _____
George A. Wimmer
Its Mayor

By: _____
Donald C. Lorsung
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of September, 2016, by Troy R. Felch, the Governor of RPF, LLC, a Limited Liability Company organized and existing under the laws of the State of Minnesota on behalf of the limited liability company.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this _____ day of September, 2016, by George A. Wimmer, the Mayor and by Donald C. Lorsung, the City Administrator of the City of Isanti, a statutory city under the laws of the State of Minnesota.

_____
Notary Public

This Document Was Drafted By:
Clark A. Joslin
Isanti City Attorney
Joslin & Moore Law Offices, P.A.
221 NW 2nd Ave.
Cambridge, MN 55008

L.10.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: September 14, 2016

Subject: City Hall Roof Repair

Isanti City Hall has had a periodic issue with the roof leaking in the area where the south entryway roof joins the main roof. The Finance Committee met with Building Official Nick Henly to review quotes received for investigation and repair of the roof. Building Official Henly is recommending acceptance of the quote from Metro Steel Roofing/ Construction for $1,100.00. Their plan is to take off the panels in the suspected area to find the leak. They shared that they will use a metal flashing solution (with caulking) that should re-seal the area. They have matching metal on hand to use for the repair. The Finance Committee has concurred with that recommendation.

Attached for your consideration is a Resolution Accepting the Quote from Metro Steel Construction for repair of the City Hall Roof. Funding would come from the Municipal Building, Maintenance & Repairs budget line item.

RESOLUTION NO. 2016-XXX

RESOLUTION ACCEPTING QUOTE FOR CITY HALL ROOF REPAIR

WHEREAS, the City of Isanti has requested quotes to repair the City Hall roof; and

WHEREAS, two (2) quotes were received for the project. Staff reviewed the quotes received and the acceptable quote came from Metro Steel Roofing/Construction. The Finance Committee has reviewed the quote from Metro Steel Roofing/Construction with Building Official Nick Henly, and recommends acceptance of the quote:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby authorizes staff to accept the quote from Metro Steel Construction for repair of the City Hall Roof not to exceed $1,100.00 with the following conditions:

1. The Contractor shall follow the guidance of the City Building Official in performing the repair.

2. The City of Isanti shall provide the building permit for the project, with project costs paid out of the Municipal Building Maintenance and Repair fund.

This resolution was duly adopted by the Isanti City Council this 20th day of September 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
September 6, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:30 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, Steve Lundeen and Tara Hallberg

Commissioners Absent: None

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

Motion to approve Agenda as presented by Lundeen, second by Bergley, motion carried unanimously.

3. Approve Minutes of August 3, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Bergley to approve the minutes for August 3, 2016. Motion carried unanimously.

4. Consider Recommendation for Submittal of 2016 CEDS to ECRDC

Economic Development Director Sullivan highlighted items in the staff memo. Removal of the Medical clinic and updating the remaining four priority projects was completed by staff which include: Rail industrial Park, Downtown Redevelopment, Wastewater Treatment, Hotel. Sullivan stated that this document was used for identifying projects that could be eligible for Federal EDA dollars.

Motion by Lundeen second by Bergley to recommend to the City Council submittal of the 2016 CEDS document as presented.

5. Other Business / Updates / Communications

President Wimmer updated the EDA on the Hwy 65 Overlay District and that it would be reviewed by DAC, City Council and Planning Commission. He indicated looking at higher development

standards for the first 1 or 2 blocks would be part of this discussion. He also provided an updated on the Street Collector Fees and that DOAC would be looking at potential impacts of reducing or eliminating this fee.

Sullivan updated the EDA in regards to the status of the Promotional Bag / Welcome Brochure project, continued positive growth in housing and the net gain of businesses and their positive impact on Isanti.

Commissioner Collison asked when the Gas Station would be opening.

President Wimmer indicated the date of opening of the gas station was not certain, and the initial success has been phenomenal.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee Update
e. CVN
f. CGI
g. Promotional Bag and Welcome Brochure
h. Leader Financial and Oakwood Insurance Grand Opening
i. 100- 102 Dahlin
j. Housing Starts in 2016
k. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Collison to adjourn at 7:44 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 6th day of September, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
SEPTEMBER 13, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Wayne Traver, Greg Cesafsky, Steve Lundeen, and Jim Kennedy.

Members Absent: Jeff Duncan (prior notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

None.

2. Approval of Minutes from August 10, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Kennedy second by Bergley to approve the August 10th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Lundeen asked if the lots were irregularly shaped.

Achman stated the lots were not extremely irregular, but they don't allow for a three stall garage based on the sideyard setbacks required for this development.

Randy Bollinger, 926 Whiskey Rd NW, stated he didn't have any objections to the reduced sideyard setbacks. He just wanted clarification on whether this would shorten the driveway.

Achman clarified by stating that the home would be built wider but the driveway would stay the same. Homes are required to be setback a minimum of thirty feet from the front property line.

Mr. Bollinger stated that he was just concerned that the driveway would be shorter causing more of a parking issue in the neighborhood.

The public hearing was closed.

Motion by Lundeen second by Kennedy to recommend approval of the request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota based on the Finding of Fact and Conclusions with the following conditions:

1. All other previously approved standards, conditions, and plans associated with the original Villages on the Rum Third Addition, Phase 4 Planned Unit Development must be met.

Motion carried unanimously.

B. Request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one to speak on the item. The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from the TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. The developer shall install 1 tree per 50 of lot frontage (roughly 21 trees)
2. The developer needs to be informed that they are to avoid curbstops within the driveway.

Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. Update on Highway 65 Overlay District.

Achman provided an update stating that staff is continuing to work on the Overlay District. Staff was hoping to have it ready for a public hearing at the October Planning Commission meeting, but it is more likely to be brought forward at the November or December meeting. Staff is reviewing the uses at this time and trying to make a determination on what uses would best create a gateway to the community.

Bergley asked if staff was looking for input from businesses yet.

Achman stated that would occur at the public hearing.

Cesafsky asked what the area was that would be part of the Overlay District.

Achman stated that it would be along the Highway 65 Corridor to the city limits and to include portions of the Tier One area.

6. Adjournment

Motion by Bergley second by Lundeen to adjourn the September 13th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:08 p.m.

Dated at Isanti, Minnesota this 13th day of September 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

M.3.

Isanti Police Department Monthly Report

August 2016

Reported Crime	Month to Date	Year to Date
Theft	16	97
Assault	2	32
Vandalism/Damage to Property	13	63
Narcotics	4	27
Burglary	2	17
Domestics	5	58
Crim Sex	0	5
Robbery	0	0
Loud Party/Disturbance	8	89
Medical	24	175
Permit to Purchase (Eff 3/1/2016)	6	39

Traffic Offenses	Month to Date	Year to Date
No Insurance	17	62
DUI	1	15
Accidents	9	57
Hit & Run	1	3
Warrant P/U	4	35
Speed	15	150
DAR/DAS	7	25
Administrative Citations (Including Speed)	12	99

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	32,889	1,556	11,617
Dodge 222	106,043	818	13,765
Dodge 225	155,104	399	10,696
Chevy Silverado 224*	OUT OF SERVICE		738
Chevy Silverado 220	100,018	294	2,544
Chevy Impala 223	78,867	136	3,234
Ford Explorer 224	7,956	2,818	7,956

CEZT SCORE CARD

August 2016

CEZT SCORECARD

CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**512**	**414**	**311**	**229**	**143**	**103**	***70***
TOTAL OPEN CASES	**51**	**80**	**38**	**59**	**36**	**37**	**42**
VIOLATIONS CLOSED THIS PERIOD	**109**	**67**	**78**	**66**	**35**	**25**	**12**
NEW ISSUES THIS PERIOD	**98**	**103**	**82**	**86**	**40**	**33**	50
CAN-Proh Animals							
CCV-Comm Vehicle Storage							
CDO--Dogs							
CPA-Park & Store	24	40	19	**22**	34	26	47
CSN-Snow Removal							
CSP-Solicitors/Peddlers							
CST--Fish Houses, PODS, Rolloffs							
NEX-Exterior Structure, Paint/Repair	2	1			1		1
NGA-Garbage Service & Storage							
NGR--Grass Length	60	60	62	**63**			
NJU--Junk/Brush	12	2	1	**1**	1	7	2
NUV-Unlicensed vehicle or missing plates					2		
ZAC-Accessory Building							
ZFE-Fence					2		
ZTD--Temporary Dwelling							
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	154	108	92	86			54
Administrative Citations Issues/period	0	0	1	3	4		3
Criminal Citations Issued/period							
Abated Properties/Period	7	23	14	14			
Admin Hearings Requested							
Admin Hearings Held w positive judgement							
Criminal trials w positive judgement							
AVERAGE TIME TO COMPLIANCE	**13**	**15**	**14**	**11**	**15**	**12**	11

M.4.

CITY OF ISANTI MONTHLY REPORT

August 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	6	31	$0.00	$0.00	$6.00	$6,134.24	$480.00	$2,480.00		
Decks	2	26	$4,634.24	$77,735.32	$2.31	$13,682.20	$267.70	$3,948.30		
Basement Finish	2	13	$6,682.20	$89,213.58	$4.34	$7,900.00	$323.37	$2,970.17		
Addtns. Remodel	0	3	$0.00	$41,676.86	$0.00	$0.00	$0.00	$996.42		
Garages / Sheds	0	3	$0.00	$10,000.00	$0.00	$0.00	$0.00	$439.40		
Miscellaneous	9	96	$0.00	$68,557.11	$9.00	$1.00	$1,040.00	$11,666.75		
Single dwellings	3	49	$501,358.97	$8,166,483.95	$250.67	$0.00	$7,230.69	$112,968.25		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	9	72			$9.00	$18.00	$675.00	$5,480.00		
Plumbing	6	73			$6.00	$21.00	$615.00	$8,840.00		
									$15,966.00	$497,819.88
Resid. Totals	**37**	**366**	**$512,675.41**	**$8,453,666.82**	**$287.32**	**$27,756.44**	**$10,631.76**	**$149,789.29**	**$15,966.00**	**$497,819.88**
Commercial										
New Buildings	1	4	$1,250,000.00	$5,650,000.00	$625.00	$625.00	$11,478.63	$49,049.53		
Addtns./Remodel	2	8	$15,000.00	$1,879,000.00	$2.00	$9.00	$212.00	$16,993.72		
Plumbing	4	8	$65,600.00	$216,505.00	$34.80	$35.80	$1,838.59	$4,347.16		
Mechanical	2	7	$51,000.00	$507,798.00	$26.50	$26.50	$1,337.25	$8,339.22		
Roofing	0	1	$0.00	$0.00	$0.00	$1.00	$0.00	$80.00		
Tenant Change/Fill	3	23	$0.00	$2,800.00	$3.00	$8.00	$250.00	$3,951.00		
Comm. Totals	**12**	**51**	**$1,381,600.00**	**$8,256,103.00**	**$691.30**	**$705.30**	**$15,116.47**	**$82,760.63**	**$0.00**	
Resid. Plus Comm. Totals	**49**	**417**	**$1,894,275.41**	**$16,709,769.82**	**$978.62**	**$28,461.74**	**$25,748.23**	**$232,549.92**	**$15,966.00**	**$497,819.88**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD Aug 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	222	2	0	0	$1,364,371.00	$33,723.45	$14,612.00
2013	186	7	0	1	$2,111,970.00	$38,797.58	$66,822.00
2014	344	27	0	1	$12,662,701.00	$138,209.51	$209,277.00
2015	311	25	0	0	$6,099,434.06	$109,928.42	$183,609.00
2016	417	49	0	4	$16,709,769.82	$232,549.92	$497,819.88

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,660.48
February	43	$3,603,092.10	$38,740.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	80	$6,057,162.93	$73,228.05
June	62	$1,354,717.77	$26,076.42
July	58	$320,077.97	$10,400.69
August	49	$1,894,275.41	$25,748.23
September	0	$0.00	$0.00
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	417	$16,709,769.82	$232,549.92

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Ramsey, MN 55303-5119

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Bolton-Menk.com

MEMORANDUM

Date: September 14, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E

Subject: Project Status Report
Isanti, MN
Project No.: R13.111162

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

1) City Hall Parking Lot Expansion

Final punchlist items will be addressed and the project will be closed out.

2) River Bluff Preserve Parking Improvements

Once seed is established, the project can be closed out.

3) Watermain Loop Improvements

The Contractor will remove temporary erosion control. The project is closed.

4) Wastewater System Improvements

The Contractor plans to continue work on the new pre-treatment building this month.

5) Whiskey Road Walk Infill Study

We have created a draft report.

5) Storm Sewer Apron & Pond Inventory Report

We have created a draft report.

In addition to the current projects listed above we have completed and accepted 42 private developments and 45 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

Bolton & Menk is an equal opportunity employer.

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, OCTOBER 4, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. September 20, 2016 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements
1. **CITY OFFICES CLOSED** Monday, October 10, 2016
   (In Observance of Columbus Day)
2. Planning Commission Meeting Tuesday, October 11, 2016 at 7:00 p.m.
3. City Council Meeting Tuesday, October 18, 2016 at 7:00 p.m.
4. Parks, Recreation and Culture Board Meeting Tuesday, October 25, 2016 at 6:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Resolution Approving Special Event Request for Art and Science Academy Parent Advisory Council Trek-or-Treat Walkathon (Megan Hawkinson)
2. Consider Ordinance to Amend City Code 8-18: Committees and 8-10: Per Diem Fee for Service on Boards to Include Bike Isanti County Committee and Resolution to Amend the Designation of Committees and Representatives for City Commissions and Advisory Boards for Year 2016 to include Bike Isanti County

<u>City Administrator Don Lorsung</u>
3. Resolution and Services Agreement for Development Legal Services from Campbell Knutson PA
4. Resolution Accepting Proposal for Software Conversion Assistance Services from Abdo Eick & Meyers LLP
5. Resolution Approving Audit Services Proposal
6. Resolution Approving Agreement for Labor Legal Services
7. Consider Ordinance to Amend City Council Chapter 227 Parking and Storage to include West side of Centennial Dr. NW

Economic Development Director Sean Sullivan

8. Consider Resolution Authorizing Execution of Repayment Agreement with Prairie Senior Cottages of Isanti, LLC for Lot 1, Block 1, Bank Site Second Addition

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $526,544.84 and Payroll in the amount of $100,128.64
2. Final Meeting Minutes for the August 23, 2016 Parks, Recreation and Culture Board Meeting
3. Resolution Appointing Election Judges for the 2016 General Election
4. Resolution Offering the Position of Utility Billing/Accounting Clerk to Ms. Bethany Bradley
5. Resolution Approving the Sale of Vehicle Forfeiture ICR#16003490, 1999 Pontiac Grand Prix VIN#1G2WP12K4XF230338
6. Resolution Approving the Sale of Vehicle Forfeiture ICR#16003658, 2007 Ford Edge VIN#2FMDK49C67BB12502
7. Resolution Authorizing Staff to Accept the Knights of Columbus Winter Jacket Donation for Children of Need in the Isanti Schools

M. Other Communications

1. Draft Meeting Minutes for the September 27, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

F.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 20, 2016 – 7:00 P.M.
CITY HALL

The meeting was called to order at 7:00 p.m. by Mayor Wimmer.

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser, Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, City Clerk/Human Resources Lindsey McInnis, Police Chief Gene Hill

Others Present: Duane Halvorson

D. Adopt Agenda
Motion by Lundeen, second by Bergley to adopt the agenda. Motion carried.

E. Proclamations/Commendations/Certificate Awards
1. Mayors Proclamation – MN Manufacturer's Week October 2 – 8, 2016
   Mayor Wimmer read the proclamation.

F. Approve City Council Minutes
1. September 6, 2016 - Regular Meeting of the City Council

Motion by Lundeen, second by Bergley. Motion carried.

G. Citizens Input

H. Announcements

1.	Parks, Recreation, and Culture Board Meeting	Tuesday, September 27, 2016 at 6:00 p.m.
2.	City Council Meeting	Tuesday, October 4, 2016 at 7:00 p.m.
3.	Economic Development Authority	Tuesday, October 4, 2016
	(Immediately following the City Council Meeting)	
4.	CITY OFFICES CLOSED	Monday, October 10, 2016
	(In Observance of Columbus Day)	
5.	Planning Commission Meeting	Tuesday, October 11, 2016 at 7:00 p.m.

I. Council Committee Reports
Mayor shared a letter to the City of Isanti from Catholic Charities which handles the Senior Dining in the city of Isanti. The letter began with a quote from Mother Teresa "If you can't feed a hundred people, then feed just one." The letter was in thanks for a contribution of time, talent and food to the Catholic Charities Senior Dining

Program and for supporting the Plant a Row/Harvest a Row Program. It was signed by Ruth Huntsinger, Director of Community Services. Mayor explained that in conjunction with the community garden, we had a crate for people to put produce into and then staff brought it to the senior dining center. They were very happy with what they received and with this being our first year, we met our goal and hope it will continue and grow bigger every year.

J. Public Hearings

1. Approval of the Request from Property Resource Group to Vacate an Ingress and Egress Easement and a portion of a Drainage and Utility Easement within Lot 2, Block 1, Isanti Commons Second Edition

Mayor opened the public hearing for any public comment. There were none. Mayor closed the public hearing.

Motion by Collison, second by Bergley. Motion carried.

K. Business Items

1. Adopting the City of Isanti Residential Rain Garden Incentive Program Policy

Mayor explained that this policy is to use some storm water funds to encourage private properties to start doing rain gardens which will help ease the storm water flow into our municipal system. We are looking at doing up to $500 in individual grants but it cannot exceed 50% of the total cost. This is a reimbursement, so they will need to complete it first and then provide receipts in order to be reimbursed. Bergley questioned if it has been well studied that they will promote better storm water processing. Mayor explained we had first-hand experience when we had a neighborhood that had flooding and one of the solutions put forth from our city engineer at the time, was to do a series of rain gardens in that area to help the flow of water. It was all flowing down on a couple of properties. At the time, the residents did not want to do that and pay for it themselves because it wasn't affecting their property. It was someone else's property down the line where the water was flowing. This is a very well proven solution. Brad from Bolton & Menk agreed they are very effective, both in storm water quality treatment and storm water quantity control. He stated they are used widely across the State of Minnesota and if maintained they are very nice looking. Bergley questioned if it was better to have them in some areas of the city than other areas of the city, since the policy says first come, first serve. Brad answered that with the subsoils in the community, they will be very effective through the entire city. He stated they will work well. Mayor explained they have been working with Bolton & Menk throughout the whole summer to make sure we have thought through everything that we can. Lundeen questioned if the businesses or residents that participate would receive a break on the storm water runoff charge. Mayor stated they would not, as they are already getting the money up-front. Lundeen added that if it is going to affect it that much, it would be less runoff for them. Mayor explained we can't compare each property and gave an example such as one person may never have a fire call, or doesn't have any kids, but still have to pay taxes for them. We all have to pay taxes for things not in accordance to how much we use it. We have chosen not to pay Bolton & Menk a couple million dollars to do the exact run off calculations and studies. We are all in the city. We are looking at the individual property owner benefiting from doing better storm water control and it is a nice amenity to have on your property. If you can get 50% paid for while doing the public good as well, that is a pretty significant incentive. That is the way it has worked in other communities we have researched.

Motion by Lorinser, second by Collison. Motion carried.

2. Ordinance to Amend the Code for the City of Isanti, Chapter 8, City Council, Amending Article III, Rules of Organization

Mayor explained this was discussed at the last City Council meeting regarding that a Council member cannot bring forth Council items as it puts the council in an awkward situation.

Motion by Lundeen, second by Bergley. Motion carried.

City Administrator Don Lorsung

3. Resolution Accepting the Conveyance of Outlots located within the Savannah Run Development

Motion by Bergley, second by Lorinser. Motion carried.

4. Resolution Approving an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to Reduce the Side Yard Setbacks

Lundeen stated it was brought to his attention, not that he necessarily agreed, but the reason for the larger setback in the first place was so if a neighboring home was on fire, there is less chance of damage. Would we endanger the homes by removing it? Mayor pointed out there isn't any more risk because there are building codes for fire separations. This just brings us into compliance with the rest of the city codes.

Motion by Lundeen, second by Bergley. Motion carried.

5. Resolution Approving the Preliminary Plat of Sun Prairie Second Addition, Legally Described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota

Motion by Lundeen, second by Collison. Motion carried.

6. Consider Adoption of an Interim Ordinance to Establish a Moratorium Temporarily Prohibiting Specific Commercial Uses within a Defined Area Along Highway 65

Motion by Lorinser, second by Collision. Motion carried.

7. Resolution to Approve Designated Mowing Areas

Motion by Lorinser, second by Lundeen. Motion carried.

8. Resolution Approving an Amendment to the Code Enforcement and Nuisance Abatement Policy

Motion by Lorinser, second by Collison. Motion carried.

9. Resolution Approving the Revision to Rum River BMX Association Agreement to Allow Mail Delivery at the Isanti Indoor Arena

Motion by Bergley, second by Lorinser. Motion carried.

10. Amendment to Chapter 160 Fees and City Fee Schedule – Removal of Collector Street Fee
    a. Ordinance Amending the Code of the City of Isanti, Chapter 160, Fees
    b. Resolution Adopting Fees within the City of Isanti

Mayor explained this was a $9,000 fee for the East side of Hwy 65 to pay off debt that was accrued through the development. The debt will all be paid off at the end of this year. He clarified it is $9,000 per developable acre. This will make that area much more competitive for future development. Bergley wanted to make sure nothing else changed. The Mayor confirmed that all the other fees are still the same.

Motion by Bergley, second by Lorinser. Motion carried.

11. Resolution Authorizing the Submittal of 2016 Comprehensive Economic Development Strategy (CEDS) to East Central Regional Development Commission (ECRDC)

Motion by Lorinser, second by Lundeen. Motion carried.

12. Resolution Approving the Increase of Community Events/Parks Coordinator Pay to Meet New FLSA Minimum Requirements

Mayor explained the FLSA policy is to make sure people aren't being labeled as exempt and being paid low wages. It wasn't the case here. It is less cost for us to do this increase rather than paying overtime.

Motion by Lundeen, second by Collison. Motion carried.

Police Chief Gene Hill

13. Resolution Authorizing the Written Policy Update for the Automated License Plate Reader (ALPR) Equipment

Motion by Collison, second by Lundeen. Motion carried.

14. Resolution Approving Joint Powers Agreement /Automated License Plate Reader (ALPR) Acceptance

Motion by Lundeen, second by Collison. Motion carried.

City Engineer Brad DeWolf

15. Engineering Proposal for the 2017 Pavement Management Project

Brad DeWolf explained that with the implementation of the franchise fees, we will be on an annual basis, keeping up with our pavement management per our pavement management plan. The scope is full services, start through finish through warranty. With the dollars we have and the size of projects, we estimate our fees hourly, not to exceed $39,500.

Motion by Lundeen, second by Bergley. Motion carried.

16. Engineering Proposal for the Palomino Road SE Reconstruction Preliminary Engineering Report

DeWolf explained the scope of this is different. We will do a preliminary engineering feasibility report on it and then bring it back to Council for review. You'll get to see the scope of the project. You can then decide if you want to move forward into design and the next phases of construction. Mayor explained this is the first major project in our ten-year Pavement Management Plan. We are looking at ten years doing three bigger buckets of projects. The first one would start in 2017 and hit the Palomino Acre area. We will go as far as we can with the funds. We would then go to 2020, pacing it out every three years or so. That way, when we bond for those, we can schedule that debt to be filling in as other bond obligations are falling off. We can manage that process as well but still get some of these roads fixed that do need to be fixed. Mayor stressed the importance of a good maintenance plan. DeWolf estimated the cost per foot to maintain a road is approximately 1/100 of the cost per foot to reconstruct it. It is definitely in our best interest to have a good strong maintenance plan. Bergley questioned Mayor if it is already in the plan. Mayor answered yes, it is the first part of the 10-year pavement management plan that was adopted last year.

Motion by Lundeen, second by Bergley. Motion carried.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $158,884.79 and Payroll in the amount of $91,674.55
2. Contractor's Pay Request No. 01 Wastewater Treatment Improvements in the Amount of $355,195.00
3. Final Meeting Minutes for the August 3, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the August 10, 2016 Planning Commission Meeting
5. Resolution Approving a Local Gambling Permit to St. Elizabeth Ann Seton – Mother Seton Guild
6. Resolution Approving BlueCross BlueShield Resource Co-Op Medical Renewal Plan for the City of Isanti
7. Resolution Approving Donation Request for MMBA Food Drive Promotion in Isanti Municipal Liquor Store
8. Resolution Authorizing Letter of Support for Minnesota Emerging Entrepreneur Program (MEEP)
9. Resolution Authorizing Execution of Modification of Mortgage for RPF, LLC – City Revolving Loan Fund
10. Resolution Accepting Quote for City Hall Roof Repair

Motion by Bergley, second by Lundeen. Motion carried.

M. Other Communications

1. Draft Meeting Minutes for the September 6, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the September 13, 2016 Planning Commission Meeting
3. August Police Department Report
4. August Code Enforcement Report
5. August Building Inspector Report
6. September Engineering Report

Adjournment

Motion by Bergley, second by Lundeen to adjourn. The meeting was adjourned at 7:21 p.m.

Respectfully Submitted,

Janice Lutterman

K.1.

Request for City Council Action

To: Mayor Wimmer and Members of the City Council

From: Katie Everett, Community Events and Parks Coordinator

Date: October 4, 2016

Subject: Special Event Request for Art and Science Academy Trek-or-Treat Walkathon

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Background

The City received a special event application from Megan Hawkinson and Sara Henry (Applicants) on behalf of the Art and Science Academy Parent Advisory Council for a Trek-or-Treat walkathon fundraiser that would be held on Monday, October 31, 2016.

The Walk a Thon will begin and end at the Art and Science Academy, 903 6th Ave Court NE. The route will follow Cajima St NE to 8th Ave NE, turn on Golden Way St NE, to 7th Ave NE and follow 7th Ave NE back to Cajima. There is a map attached to show the approximate route. The event will take place from 12:30 p.m. until 2:30 p.m. and have approximately 310 students, parents and volunteers.

Parking for the event will be within the school parking lot and along 7th Ave NE. The organizers are requesting temporary no parking signs to be placed along the east side of 7th Ave NE and both sides of 6th Ave Ct. The event is a fundraiser for the school, however money will not be exchanged at the event itself (it is due before the event).

The Parent Advisory Council and volunteers will clean up after the event. The clean-up deposit fee will be submitted before the permit is issued. A copy of the application and departmental review has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-xxx
- Special Event Application
  - Staff Review Checklist
  - Special Event Application Form
  - Map Route
  - Release and Indemnification Agreement

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT REQUEST FOR A WALK A THON FOR THE ART AND SCIENCE ACADEMY PARENT ADVISORY COUNCIL

WHEREAS, Megan Hawkinson and Sara Henry, the Applicants, will be holding a Trek-or-Treat walkathon on Monday, October 31, 2016; and

WHEREAS, this event is scheduled to be between 12:30 p.m. and 2:30 p.m.; and,

WHEREAS, the estimated number of participants is 310; and,

WHEREAS, the event will take place beginning and ending at the Arts and Science Academy at 903 6th Ave Court NE. From there the route will follow Cajima St NE to 8th Ave NE, turn on Golden Way St NE, to 7th Ave NE and follow 7th Ave NE back to Cajima St NE ; and,

WHEREAS, parking for the event will be within the School parking lot and along 7th Ave NE, and the organizers have requested temporary no parking signs for the east side of 7th Ave NE and both sides of 6th Ave Ct NE; and,

WHEREAS, volunteers will clean-up after the event; and,

WHEREAS, the application submittal does require a $100 clean-up deposit fee, which has been submitted with application; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the Trek-or-Treat event by the Art and Science Academy Parent Advisory Council to be held on October 31, 2016 with the following conditions:

- The applicant submits the required liability insurance prior to event.
- The activities take place in the street right-of-way and not on private property not owned by the Academy.
- The $100 clean-up deposit fee is submitted prior to the event.

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 4th day of October 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: 9-28-16

APPLICANT INFORMATION

Sponsoring Entity (if applicable): Art and Science Academy (Parent Advisory Council)

Contact Person: Megan Hawkinson

Address: _____

City: Cambridge State: MN Zip: 55008

Phone: _____ Fax: _____ Cell: _____

E-mail: _____

Secondary Contact Person: Sara Henry

Address: _____

City: Cambridge State: MN Zip: 55008

Phone: _____ Fax: _____ Cell: _____ E-mail: _____

EVENT INFORMATION

Date(s) of Event: Monday, October 31st, 2016

Hours of Event: 1230pm-230pm

Type of Event: School Walk-a-thon fundraiser

If additional space is needed, use blank page at the end of this document:

Description of the Event:
The Parent Advisory Council of the Art and Science Academy is sponsoring a Trek-or-Treat walkathon to raise funds for the purchase of additional chromebooks for the school.

List of Activities:
The children will walk along the route designated (see attached) with their individual classes/teachers and collect candy or other trinkets that will be handed out by either parent volunteers or local businesses who have offered their time and supply of the candy or trinket.

Proposed Location of the Event (be specific):
See attached map

Estimated Number of People in Attendance (includes staff, participants, and spectators):
There are approx 260 students, 30 staff members, and likely up to 20 parent volunteers.

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X — Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

X — Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

N/A — Selling / Consumption of Alcohol

X — Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

X — Parking Impact (**REQUIRED** for all events) – Describe in detail:
When this event was held last year, there was no negative parking impact. We are directing volunteers to park along ~~Street, and not to block~~ 7th Ave NE and not to block 6th Ave Ct or Cajima St.

N/A — Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____

N/A — Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

N/A — Vendors will be present at the event (Attach information to the Application)

X — Tents, equipment, amusement rides, etc. possible EZ-Up tents at candy stations
Size: EZ-Up tents (if used) are usually 8x8 or 10x10, temporary tents
Location: these would be located on the grassy area behind the sidewalk

N/A — Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: _____

N/A — Fireworks

N/A — Street Closure – if yes, what streets: _____

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

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

X — Clean-up Plans – Describe in detail: _____
Parent volunteers and the Parent Advisory Council will be solely responsible to ensure area is cleaned up, with the goal of leaving it in better condition than when we started the event.

N/A — Live entertainment – Describe in detail: _____

N/A — Will any other public addressing system or sound amplification be used? If so, describe: _____

X — Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

X — If the event will be held on public property, please provide the following information: (1) Will tickets be sold for the event? (2) Is a donation of any kind required? (3) What is the purpose of the money that is collected?
No money will be exchanged at event, pledges will be due two weeks prior to the event. All students may participate with parent permission, regardless of pledges collected.

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

APPLICANT SIGNATURE

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

Applicant Signature: Megan Hawkinson

-EVENT SPONSOR-
RELEASE AND INDEMNIFICATION AGREEMENT

City of Isanti

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

In consideration for being permitted to engage in the following special event activities on property owned by the City of Isanti: Art and Science Academy Trek or Treat fundraiser

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

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

(Special Events Holder Initials Here) MH

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

Participant Release and Indemnification required? YES ___ NO X

(Special Events Holder Initials Here) MH

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

(Special Events Holder Initials Here) MH

D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT,** we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities.

whether or not caused by the act, omission, negligence, or other fault of the City of Isanti, its officers, its employees, or by any other cause.

(Special Event Holder Initials Here) MH

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

(Special Event Holder Initials Here) MH

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

(Special Event Holder Initials Here) MH

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

(Special Event Holder Initials Here) MH

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

(Special Event Holder Initials Here) MH

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

(Special Event Holder Initials Here) MH

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

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Megan Hawkinson

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

Name Megan Hawkinson

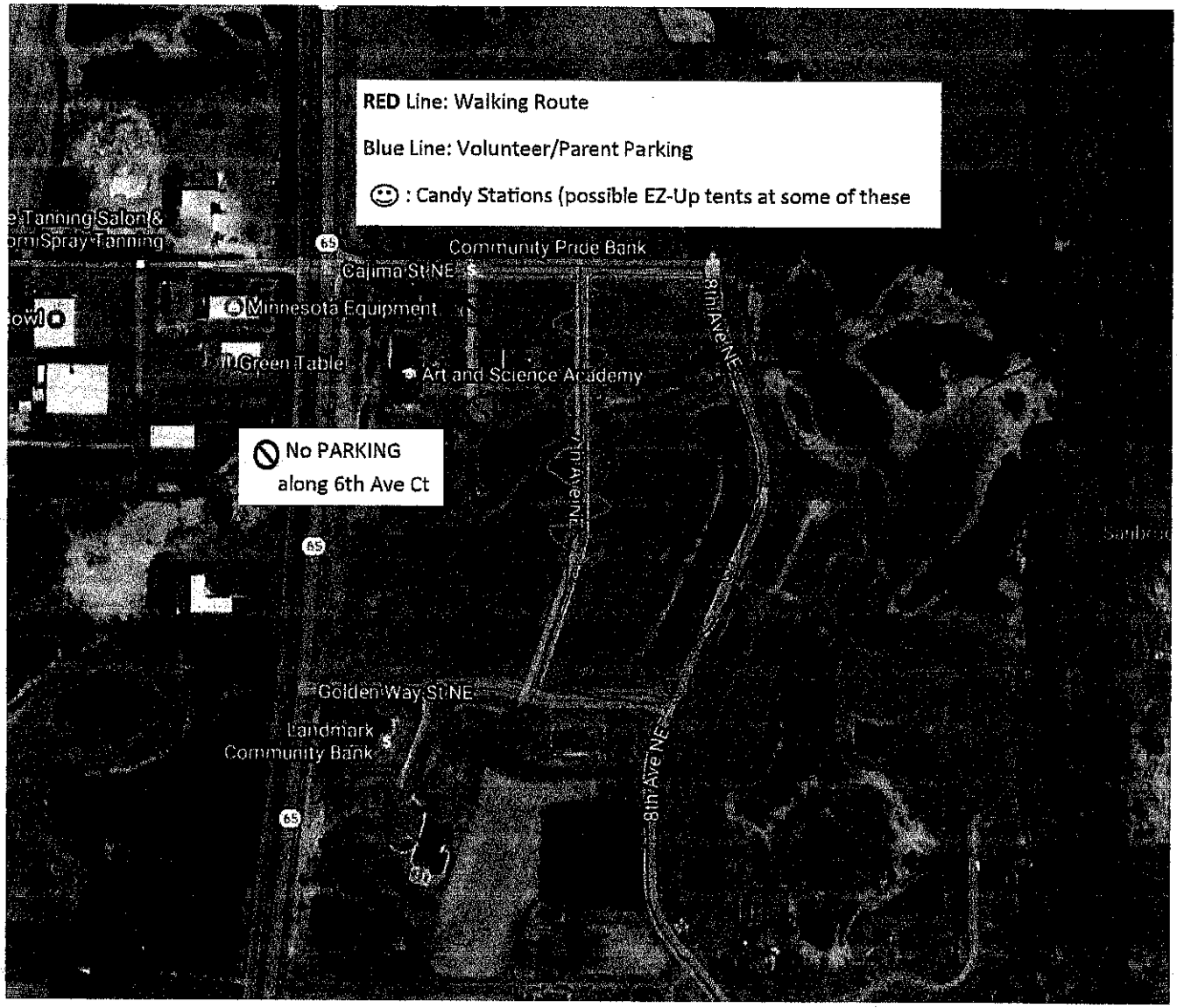
Title President, Parent Advisory Council of the Art and Science Academy

Signature Megan Hawk

Date 9/28/2016

2016 ASA Trek or Treat

Walking Route, Parking, and Candy Stations



OFFICE USE ONLY

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

Fire Chief
✓ Approved ____ Denied ____ N/A Signature: Email Approval (attached)

Police Chief
✓ Approved ____ Denied ____ N/A Signature: Email Approval (attached)

Public Services Director
✓ Approved ____ Denied ____ N/A Signature: Joe Wood

Community Events & Parks Coordinator
✓ Approved ____ Denied ____ N/A Signature: Heather Everett

Community Development Director
✓ Approved ____ Denied ____ N/A Signature: Email Approval (attached)

City Administrator/City Clerk
✓ Approved ____ Denied ____ N/A Signature: Email Approval (attached)

City Council
____ Approved ____ Denied

Date of Review: _____

Note: Stations will need to be set up on sidewalk or boulevard

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Wednesday, September 28, 2016 10:36 AM
To: Isanti Parks
Subject: RE: Special Event Permit Request - Please Read

Isanti Fire approves the 10/31/16 special event permit application from the Arts and Science Academy for their Trek-or-Treat walkathon. Al Jankovich | Isanti Fire District

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

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From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Wednesday, September 28, 2016 10:16 AM
To: Don Lorsung <DLorsung@cityofisanti.us>; Roxanne Achman <RAchman@cityofisanti.us>; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event Permit Request - Please Read

Hello all,

I received an application from the Arts and Science Academy for their Trek-or-Treat walkathon. They did this event last year, and the route is the same this year. The only change is that they are reaching out to local businesses to set up stations. The event is a fundraiser for the school. They are not asking for any special assistance from Fire or PD.

They did indicate that popup tents may be used at the stations in the grass behind the sidewalks. The stretch along 8th and the pond is City property, but otherwise is private, so I have made a note that those stations will need to be set up along the sidewalk or in the boulevard.

Please respond with your approval or comments as soon as you can. If I can get all responses by Thursday, I can it on the 10/4 Council agenda.

Thanks!

Katie Everett
Community Events and Parks Coordinator
City of Isanti

Isanti Parks

From: Chief Gene Hill
Sent: Wednesday, September 28, 2016 12:38 PM
To: Don Lorsung
Cc: Isanti Parks; Roxanne Achman; Al Jankovich
Subject: Re: Special Event Permit Request - Please Read

All,

I have no issues or concerns. You caught me in my canoe with internet service, yeah Verizon!

Gene

Sent from my Verizon Wireless 4G LTE DROID

Don Lorsung <DLorsung@cityofisanti.us> wrote:

Katie: I approve contingent on approval by PD and Fire Department. Thanks

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: Isanti Parks <IsantiParks@cityofisanti.us>
Date: 09/28/2016 10:16 AM (GMT-06:00)
To: Don Lorsung <DLorsung@cityofisanti.us>, Roxanne Achman <RAchman@cityofisanti.us>, "Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org)" <aljankovich@isantifiredistrict.org>, Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event Permit Request - Please Read

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They did indicate that popup tents may be used at the stations in the grass behind the sidewalks. The stretch along 8th and the pond is City property, but otherwise is private, so I have made a note that those stations will need to be set up along the sidewalk or in the boulevard.

Please respond with your approval or comments as soon as you can. If I can get all responses by Thursday, I can it on the 10/4 Council agenda.

Thanks!

Isanti Parks

From: Roxanne Achman
Sent: Thursday, September 29, 2016 2:53 PM
To: Isanti Parks
Subject: Fwd: Special Event Permit Request - Please Read

Katie, I have no issues with the request

Sent from my iPhone

Begin forwarded message:

> **From:** Chief Gene Hill <ChiefHill@cityofisanti.us>
> **Date:** September 28, 2016 at 12:37:36 PM CDT
> **To:** Don Lorsung <DLorsung@cityofisanti.us>
> **Cc:** Isanti Parks <IsantiParks@cityofisanti.us>, Roxanne Achman <RAchman@cityofisanti.us>, Al Jankovich <aljankovich@isantifiredistrict.org>
> **Subject: Re: Special Event Permit Request - Please Read**
>
> All,
>
> I have no issues or concerns. You caught me in my canoe with internet service, yeah Verizon!
>
> Gene
>
> *Sent from my Verizon Wireless 4G LTE DROID*
>
> Don Lorsung <DLorsung@cityofisanti.us> wrote:
>
> Katie: I approve contingent on approval by PD and Fire Department. Thanks
>
> Sent from my Verizon Wireless 4G LTE smartphone
>
> -------- Original message --------
> From: Isanti Parks <IsantiParks@cityofisanti.us>
> Date: 09/28/2016 10:16 AM (GMT-06:00)
> To: Don Lorsung <DLorsung@cityofisanti.us>, Roxanne Achman <RAchman@cityofisanti.us>, "Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org)" <aljankovich@isantifiredistrict.org>, Chief Gene Hill <ChiefHill@cityofisanti.us>
> Subject: Special Event Permit Request - Please Read
>
> Hello all,
>
> I received an application from the Arts and Science Academy for their Trek-or-Treat walkathon. They did this event last year, and the route is the same this year. The only change is that they are reaching out to

Isanti Parks

From: Don Lorsung
Sent: Wednesday, September 28, 2016 10:29 AM
To: Isanti Parks; Roxanne Achman; Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org); Chief Gene Hill
Subject: RE: Special Event Permit Request - Please Read

Katie: I approve contingent on approval by PD and Fire Department. Thanks

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: Isanti Parks <IsantiParks@cityofisanti.us>
Date: 09/28/2016 10:16 AM (GMT-06:00)
To: Don Lorsung <DLorsung@cityofisanti.us>, Roxanne Achman <RAchman@cityofisanti.us>, "Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org)" <aljankovich@isantifiredistrict.org>, Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event Permit Request - Please Read

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They did indicate that popup tents may be used at the stations in the grass behind the sidewalks. The stretch along 8th and the pond is City property, but otherwise is private, so I have made a note that those stations will need to be set up along the sidewalk or in the boulevard.

Please respond with your approval or comments as soon as you can. If I can get all responses by Thursday, I can it on the 10/4 Council agenda.

Thanks!

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

K.2.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: October 4, 2016

Subject: Consider Ordinance to Amend City Code 8-18: Committees and 8-10: Per Diem Fee for Service on Boards to Include Bike Isanti County Committee and Resolution to Amend the Designation of Committees and Representatives for City Commissions and Advisory Boards for Year 2016 to include Bike Isanti County

---

Background:
The Bike Isanti County committee is working toward a comprehensive trail system master plan and is seeking involvement from the City of Isanti. The board is regularly attended by County Staff and City of Cambridge staff, but has been attended by many area officials including Cambridge City Council Members. In order to insure that future City of Isanti planning objectives are incorporated in the county planning process, it is recommended that an Isanti City Council Member attend these meetings regularly as well.

Current meeting schedules are every other month on a Monday morning; this schedule may be subject to change based on participant needs.

Staff Request:
Staff is requesting action on this item.

Attachments:
- Ord 2016-XXX
- Res 2016-XXX

ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 8 CITY COUNCIL, ARTICLE III, SECTION 8-18 COMMITTEES AND ARTICLE II, SECTION 8-10 PER DIEM FEE FOR SERVICE ON BOARDS

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Chapter 8, Article III, Section 8-18. Committees is hereby amended to read and include the following:

A. Committees designated.

(2) City and community boards and committees:

(a) City of Isanti Economic Development Authority
(b) City of Isanti Parks, Recreation and Culture Board
(c) City of Isanti Planning Commission
(d) Rum River BMX Association Board
(e) Community Education
(f) C-I Arena Board
(g) Cable TV Liaison
(h) Chamber of Commerce Liaison
(i) ~~(Reserved)~~ Bike Isanti County Committee
(j) Fire District
(k) North TH 65 Corridor Coalition
(l) School Liaison
(m) (Reserved)
(n) ECRDC Transportation Advisory Committee
(o) ICICLE
(p) C-I Bike Walk Trail Committee

Chapter 8, Article II, Section 8-10. Per diem fee for service on boards is hereby amended read and include the following:

Starting in 2015 and in successive years, in addition to their annual salaries, the Mayor and Council members shall receive a per diem of $50.00 for each City Council meeting, Council workshop and Canvass Board attended. Council members annually appointed to Committees listed below shall be authorized to receive a per diem for each meeting attended in the amount of $50.00 when serving on the following boards or committees:

A. Development Advisory Committee

B. Finance Committee

C. Municipal Buildings & Grounds Committee

D. Personnel Committee

E. Liquor Committee

F. Police Committee

G. Public Works Committee

H. City of Isanti Economic Development Authority

I. City of Isanti Parks, Recreation and Culture Board

J. City of Isanti Planning Commission

K. Community Education

L. C-I Arena Board

M. Cable TV

N. Chamber of Commerce Liaison

O. Fire District

P. C-I Bike Walk Trail Committee

Q. North TH 65 Corridor Coalition

R. School Liaison

S. Public Works Labor Management Committee

T. ICICLE

U. Rum River BMX Association Board

V. Bike Isanti County Committee

EFFECTIVE DATE
This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 4th day of October, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

Reading Date: 10-04-2016
Publication Date:
Effective Date:

RESOLUTION NO. 2016-001
Amended Resolution 2016-188
Amended Resolution 2016-216
Amended Resolution 2016-XXX

RESOLUTION DESIGNATING COMMITTEES AND REPRESENTATIVES FOR CITY COMMISSIONS AND ADVISORY BOARDS FOR YEAR 2016

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

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

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

1. That the City Council appoints the following individuals to represent the City on the following commissions, boards and advisory committees for 2016:

Economic Development Authority	Mayor and City Council
Parks, Recreation & Culture Board	Wimmer
Planning Commission	-Bergley, Lundeen
Community Education	Wimmer
Rum River BMX Association Board	Wimmer
C-I Arena Board	Wimmer
Cable TV	Lundeen
Civil Defense Director	Wimmer
Bike Isanti County Committee	
Fire District	Lundeen (alternate - Bergley)
ICICLE	Bergley
North TH 65 Corridor Coalition	Bergley
School Liaison	Wimmer, Lundeen
Chamber of Commerce Liaison	Wimmer
Development Advisory Committee	Wimmer, Lorinser
Finance Committee	Wimmer, Lorinser
Building & Grounds Committee	Lundeen, Collison
Personnel Committee	Wimmer, Lorinser
C-I Bike/Walk Trail	Wimmer
Liquor	Bergley, Collison
Police	Bergley, Collison
Public Works	Collison, Bergley
Public Works Labor Management Committee	Wimmer - Guest Representative
Weed Inspector	Wimmer

2. That the City Council appoints the following to act as Mayor Pro-tem in the absence of the Mayor: Councilor Collison

3. That the Planning Commission, Economic Development Authority Board, and Park and Recreation Board shall meet on the date and times as designated as outlined on the attached schedule and posted at Isanti City Hall.

4. That the City Council designates the following individuals to the Park and Recreation Board for 2016:

Jenny Garvey	*(term expiration 12-31-2017)*
Aaron Zdon	*(term expiration 12-31-2016)*
Jamie Bergwick	*(term expiration 12-31-2018)*
James Witte	*(term expiration 12-31-2018)*
George Wimmer	Council Representative
_____	Student Representative *(term expiration 12-31-2016)*

5. That the City Council designates the following individuals to the Planning Commission for year 2016:

Jeff Duncan	*(term expiration 12-31-2017)*
Wayne Traver	*(term expiration 12-31-2016)*
Cindy Lind-Livingston	*(term expiration 12-31-2017)*
Greg Cesafsky	*(term expiration 12-31-2016)*
Jim Kennedy	*(term expiration 12-31-2018)*
Paul Bergley	Council Representative
Steve Lundeen	Council Representative

6. That the City Council Economic Development Authority Board membership terms are as follows for year 2016:

<u>Mayor and City Council</u>:	
George Wimmer	(term expiration 12-31-2016)
Dan Collison	(term expiration 12-31-2016)
Adam Johnson	(term expiration 12-31-2016)
Paul Bergley	(term expiration 12-31-2016)
Steve Lundeen	(term expiration 12-31-2016)
<u>Appointed Members:</u>	
Tara Hallberg	(term expiration 12-31-2018)
Keith Dragisich	(term expiration 12-31-2020)

This resolution was duly adopted by the Isanti City Council this 4th day of October, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

K.3.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: September 23, 2016

Subject: Resolution Approving Agreement for Development Legal Services

---

Staff received 6 proposals from qualified firms for Development Legal Services. Staff reviewed and rated the proposals from the firms. Staff recommended consideration of the proposal from the law firm, Campbell Knutson, PA. The Development and Operations Committee reviewed this recommendation and a proposed Agreement for Legal Services.

Campbell Knutson PA has reviewed and signed the proposed Service Agreement.

Attached for your consideration is a Resolution and Services Agreement for development legal services from Campbell Knutson PA.

RESOLUTION NO. 2016-_____

A RESOLUTION APPROVING AGREEMENT FOR DEVELOPMENT LEGAL SERVICES

WHEREAS, the City of Isanti City Council approved a Request for Proposals (RFP) for Development Legal Services, and

WHEREAS, staff advertised the RFP and received six proposals from qualified firms for Development Legal Services. Staff reviewed and rated the proposals and recommended acceptance of the proposal from Campbell Knutson, P.A. The Development and Operations Advisory Committee has reviewed the proposal and proposed Agreement for Legal Services, and recommends its acceptance, and

WHEREAS, Campbell Knutson, P.A. has also approved and signed the Agreement for Legal Services:

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

1. The Agreement for Legal Services between the City of Isanti and Campbell Knutson, Professional Association (as attached) is approved.

This resolution was duly adopted by the Isanti City Council this 4th day of October 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF ISANTI AND CAMPBELL KNUTSON, *Professional Association*

THIS AGREEMENT, effective October___, 2016, is by and between the **CITY OF ISANTI,** a Minnesota municipal corporation ("City") and **CAMPBELL KNUTSON, *Professional Association*,** a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform general development legal services for the City as follows:

1. Legal Action: The Development Attorney will be involved in any areas where the City faces legal action where the expertise required is specialized and not a part of services provided by the City Attorney's Office.

2. Advisor to the City Council, EDA, Committees and Staff: As requested, the City Development Attorney also acts as advisor to the City Council, EDA and related advisory committees, such as the Development and Operations Advisory Committee, Finance Committee, and RLF Committee. These functions may include attending specific City Council and EDA meetings and committee meetings as are requested by the City Administrator, Economic Development Director or City Council. These activities include the preparation of opinions on development legal issues and procedural matters. May act as City legal Counsel in negotiations and projects involving Developers. The City Development Attorney will need to attend City Council, EDA and other Commission Meetings upon request from the City Administrator and /or designee.

3. Development and Redevelopment Projects: The firm will also provide counsel on matters of economic development activities including development, redevelopment, enforcement, business subsidy requirements, tax abatement, HRA and TIF plan/amendment preparation and property and real estate law and property sales and acquisitions. Review of Grant Agreements (Federal, State, Non-Profit), local loan agreements and TIF, Tax Abatement, business subsidy and development agreements.

4. Miscellaneous Legal Issues: In addition, the Development Attorney's office is involved in areas such as preparation of documents including development agreements and planned unit development agreements, preparation of agreements of a miscellaneous nature, review of transcripts for industrial revenue and tax exempt mortgage financing, negotiation for the acquisition, sale or transfer of title to personal property on development projects.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. TERM.

It is anticipated that these services will be provided by the Attorney to the City of a term of five (5) years from the date of approval of the contract by the City, subject to the following:

A. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by resolution of the City Council.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City sixty (60) days written notice before the termination becomes effective.

3. PAYMENT.

A. *City Services - Attorneys* - $155.00 per hour, *Legal Assistants/Law Clerks* - $80.00 per hour.

B. *Costs*: Out-of-pocket costs are actual costs without mark-up. Costs include:

- Westlaw Research
- filing or recording Fees
- postage of 50¢ or more
- Litigation (court filing fees, expert witnesses, acquisitions, subpoenas, service of process, etc.)

C. The City will pay for services within thirty (30) days of receipt of a statement for services rendered.

4. **INSURANCE AND INDEMNIFICATION.** The Attorney will purchase and maintain sufficient insurance to protect the Attorney against claim for legal malpractice.

5. **MISCELLANEOUS.**

A. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

B. *Entire Agreement.* This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

C. *Data Practices.* The Attorney agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. The Attorney understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Attorney in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Attorney must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Attorney to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

D. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Isanti City Council.

E. *Savings Clause.* If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

F. *Effective Date.* This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Isanti City Council.

Dated: _____, 2016.

CITY OF ISANTI

BY: _____
George A. Wimmer, Mayor

AND _____
Lindsey McInnis
Human Resources/City Clerk

Dated: 9/22, 2016.

CAMPBELL KNUTSON
Professional Association

BY: _____

K.4.

TO: Mayor Wimmer & City Council

FROM: Don Lorsung, City Administrator

DATE: September 23, 2016

RE: Resolution Accepting Proposal for Software Conversion Assistance Services

The City has committed to conversion this year of its accounting software for Accounts Payable, General Ledger and Payroll from Banyon to Civic Systems. This is part of a planned conversion that began with conversion of the City's Utility Billing System to Civic Systems in 2013. Since we do not have a Finance Director, staff reviewed with the Finance Committee the need for assistance with the software conversion. Since we have an agreement with Abdo, Eick & Meyers (AEM) for interim Finance Director Services, and they are familiar with our accounting systems; a proposal for assistance with the conversion was requested from them.

The Finance Committee has reviewed the proposal from AEM, and met with their representatives to discuss it and software conversion assistance needs. Depending on what services are required, AEM has provided hourly rates and a range of $14,000 - $24,500 for these services, which will occur during and after the conversion to Civic Systems software.

The Finance Committee recommends consideration of the attached Resolution and Proposal from AEM for Software Conversion Assistance Services.

RESOLUTION NO. 2016-

A RESOLUTION ACCEPTING PROPOSAL FOR SOFTWARE CONVERSION ASSISTANCE SERVICES

WHEREAS, the City has committed to conversion of accounting software for Accounts Payable, General Ledger and Payroll to Civic Systems in 2016; and

WHEREAS, the Finance Committee recognizes that with the absence of a Finance Director, additional services are needed to ensure accurate and timely implementation of the new software; and

WHEREAS, Abdo Eick & Meyers LLP is providing interim Finance Director services and is very capable of providing staff assistance with the conversion of accounting software, and

WHEREAS, Abdo Eick & Meyers LLP submitted a proposal to provide Software Conversion Assistance Services; and

WHEREAS, the Finance Committee has reviewed the proposal and recommends it consideration by the City Council.

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

1. Hereby accepts Abdo Eick & Meyers LLP proposal to the City of Isanti for Software Conversion Assistance Services, dated September 22, 2016, at hourly rates, as per their proposal not to exceed $24,500.

This Resolution hereby approved by the Isanti City Council this 4th day of October 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

Software Conversion Assistance

City of Isanti

Isanti, Minnesota

Submitted
September 22, 2016

AEM Financial Solutions, LLC

Grandview Square
5201 Eden Avenue, Suite 250
Edina, Minnesota 55436
952.835.9090

Contact Persons
Steven R. McDonald, CPA
952.715.3002
steven.mcdonald@aemcpas.com

Jean D. McGann, CPA
952.715.3059
jean.mcgann@aemfinancialsolutions.com

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

People + Process. Going Beyond the Numbers

TABLE OF CONTENTS

Letter of Transmittal 2

Executive Summary 3

Welcome to ABDO, EICK & MEYERS, LLP 5

Firm Qualification and Experience

- Governmental Client Services 6
- Personnel 6
- Organization Chart 7

Project Team 8

Proposed Schedule 8

Approach

- Project Approach 8
- Training 8
- Data Conversion 8
- Month-End Close 8
- Other 8
- City Expectations 8
- Service Guarantee 9
- Price Guarantee 9
- City Financial Investment 9
- Conclusion 9

Similar Engagements with Other Governmental Entities 10

Appendix

- A Proposer Warranties
- B Agreement for the Provision of Professional Services
- C Professional Biographies

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

September 22, 2016

LETTER OF TRANSMITTAL

We are pleased to submit our proposal to the City of Isanti (the City) and are confident the City will find AEM Financial Solutions, LLC (AEMFS) to have the experience and expertise to exceed your expectations.

The primary contact for this engagement will be Jean McGann, CPA, President of AEMFS. Jean McGann's contact information is listed below.

Jean McGann, CPA
5201 Eden Ave
Suite 250
Edina, MN 55436
jean.mcgann@aemfinancialsolutions.com
952.715.3059

In the event the City selects AEMFS proposal, AEMFS is prepared to enter into an agreement with the City to provide services outlined in the proposal.

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

September 22, 2016

EXECUTIVE SUMMARY

Mr. Don Lorsung
City of Isanti
110 1st Avenue NW
Isanti, Minnesota 55040

Dear Don,

Thank you for the opportunity to submit this proposal to the City of Isanti (the City) for assisting the City with converting their financial software to a new system. In addition, AEM will assist in training the new Finance Director and identify areas of improvement and/or efficiencies that could be created. Based on our experience with the type of work outlined in the proposal, we are confident our experience and expertise will allow us to exceed your expectations. Our proposal will demonstrate to you that AEM Financial Solutions, LLC. (AEMFS) will be the service provider of choice for your City.

Our success has been driven by utilizing staff that is experienced and well trained in governmental planning and operations. We understand attention to detail, project approach, management plan and quality work product are important factors in your selection process. We are confident in our ability to demonstrate we are the firm to select.

Our approach to this project is to engage with the Software vendor and City staff to ensure we have an exceptional understanding of the project, each individual's role in the project, overall expectations and desires as well as exceptions to standard operations. For this project, the software vendor will be providing the direction, City staff will be managing the data from one system to another and City Management will be making management decisions to ensure the software conversion works well. AEM will work with the Software vendor and City staff to ensure appropriate internal controls are accounted for, systems are streamlined and potential pitfalls are avoided.

- **Ability to successfully complete all requirements** - A component of our mission statement is a philosophy that we will assist clients in reaching their maximum potential by open communications and teamwork. This means we will do the following for you:
    - Provide an environment that solicits and welcomes ideas and strategies from the City team
    - Present recommendations in clear, concise and non-technical terms to all members of the City team
    - Collaborate with City team and software vendor to ensure alignment
    - Return phone calls and emails promptly

- **Experience with similar projects** - We believe our experience with similar projects and our expertise in governmental accounting, operational effectiveness, analysis, process and planning is greater than any other CPA or financial advisory Firm in Minnesota.

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

- **Understanding of the project and ability of the firm to complete the expected scope or work on schedule and within budget** - AEMFS is committed to providing a team environment that gives us the ability to complete projects on time and on budget. We leverage our staff to ensure the work is being completed by the appropriate individuals, reviewed by the President and signed off on by the CEO. We understand the parameters and expectations of this project and will complete the expected scope of work on schedule and within budget.

- **Accomplishing project objectives** - Our approach to a project is heavily dependent on communication and technology. We believe that listening to our clients' needs, concerns and challenges is of upmost importance for a successful project. Our experience in internal operations, processes, procedures, analysis of outputs and knowledge of financial software packages allows us to partner with the City to assist in the remaining components of the financial system conversion.

We look forward to meeting with you to discuss our proposal, and appreciate this opportunity to present AEMFS for your consideration. We will contact you within two weeks to discuss your interest in our services and provide any further information you may need.

Sincerely,

AEM Financial Solutions, LLC

Steven R. McDonald, CPA
CEO

Jean D. McGann, CPA
President, AEM Financial Solutions, LLC
Partner, Abdo, Eick & Meyers, LLP

People
+Process.
Going
Beyond the
Numbers

Welcome to ABDO, EICK & MEYERS, LLP

"The investments into our People and Process make a difference for you, our valued client. We focus on the challenges and needs that are relevant to your business or government agency. This allows us to be thoughtful in our approach in providing you with the best solutions, and leaves you assured in the value of our deliverable."

Steve McDonald - Managing Partner

People + Process®
Going Beyond the Numbers

People

Hire

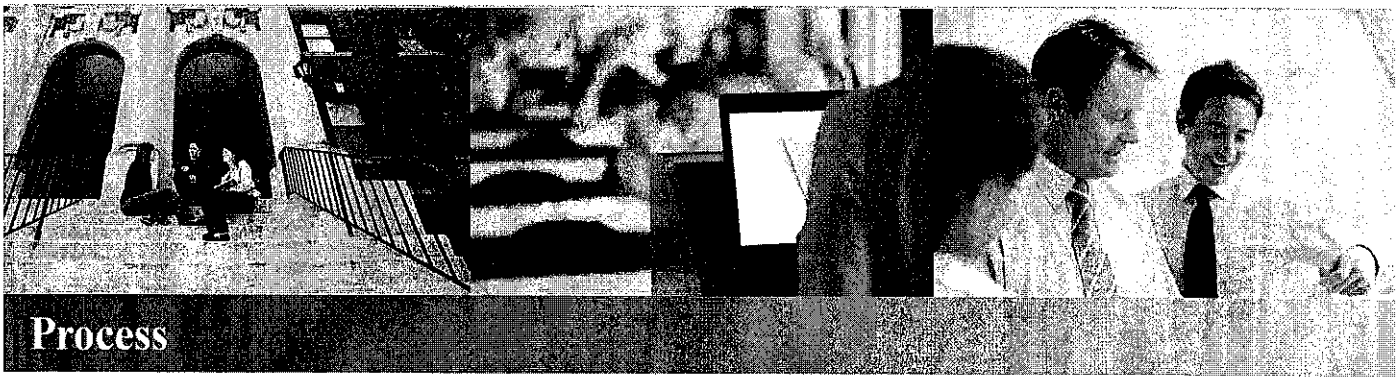
We focus recruiting efforts on Minnesota state colleges and universities. Innovative recruiting strategies, including a strong social media presence, allow us to attract top talent.

Train

We've invested in a state-of-the-art, on-site training facility and a full-time Learning Director to ensure our team is prepared to exceed your expectations.

Reward

We focus on client results and reward our team based on specific goals, not hours billed.



Process

Listen

Our process begins with listening. We invest time to better understand your goals and challenges.

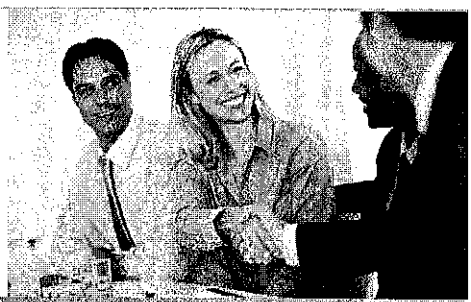
Engage

Active engagement with DFK International and domestic industry associations allows us to provide maximum value to your organization.

Deliver

Combing our internal expertise and technological resources with what we've learned about you allows us to deliver a solution that exceeds your expectations.

DFK 35th ANNIVERSARY
INTERNATIONAL/USA 1978-2013



Going Beyond the Numbers

FIRM QUALIFICATIONS AND EXPERIENCE

For over 50 years, we've helped local governments throughout Minnesota serve their communities more efficiently. As the leading governmental auditing firm in the state, we provide accounting, financial, and audit services to over 200 governmental entities. In 2009, we established AEM Financial Solutions, LLC (AEMFS) a company dedicated to providing day-to-day accounting and financial management services for local governments. The success of AEMFS stems from having over 17 years of government finance and audit experience, six years of Big Four accounting Firm, and over 50 years of providing governmental services in Minnesota.

As an integral part of your team, we work with you to deliver one-of-a-kind solutions for improving best practices in your entire organization. You can expect to work with our partners and managers to resolve issues ranging from operational effectiveness to long term planning and workflow.

AEMFS is a division of Abdo, Eick & Meyers, LLP (the Firm). Overall the Firm has a professional staff of more than 131 in its Edina and Mankato offices. AEMFS specializes in the governmental industry. The following summarizes the type of services we provide.

Governmental Client Services

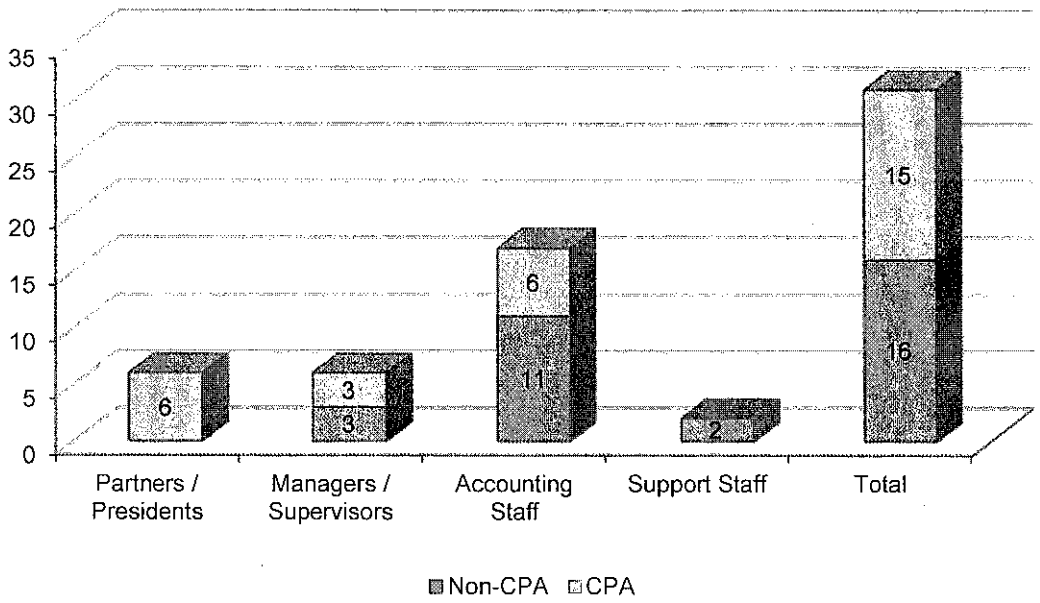
Our governmental client base is composed of cities, municipalities and other public entities. They are as follows:

- Process evaluation studies and recommendations
- Finance software system conversions
- Operational effectiveness
- Work flow implementation
- Request for Proposal development
- Project feasibility analysis
- Rate studies, long term strategic planning and capital improvement planning
- Budget development and analysis
- Finance director services for approximately 17 cities.
    - 2 municipal clients receive the GFOA's certificate of achievement for excellence in financial reporting

Personnel

AEMFS has a tremendous level of expertise and experience in providing Governmental services. Detailed biographies can be found in Appendix C. This detail will demonstrate that when combined, we have over 55 years of providing solutions to governmental entities along with over 25 years of private sector experience.

Our substantial governmental client base and commitment of staff to governmental services has provided our firm with the competence to serve your professionally and efficiently.



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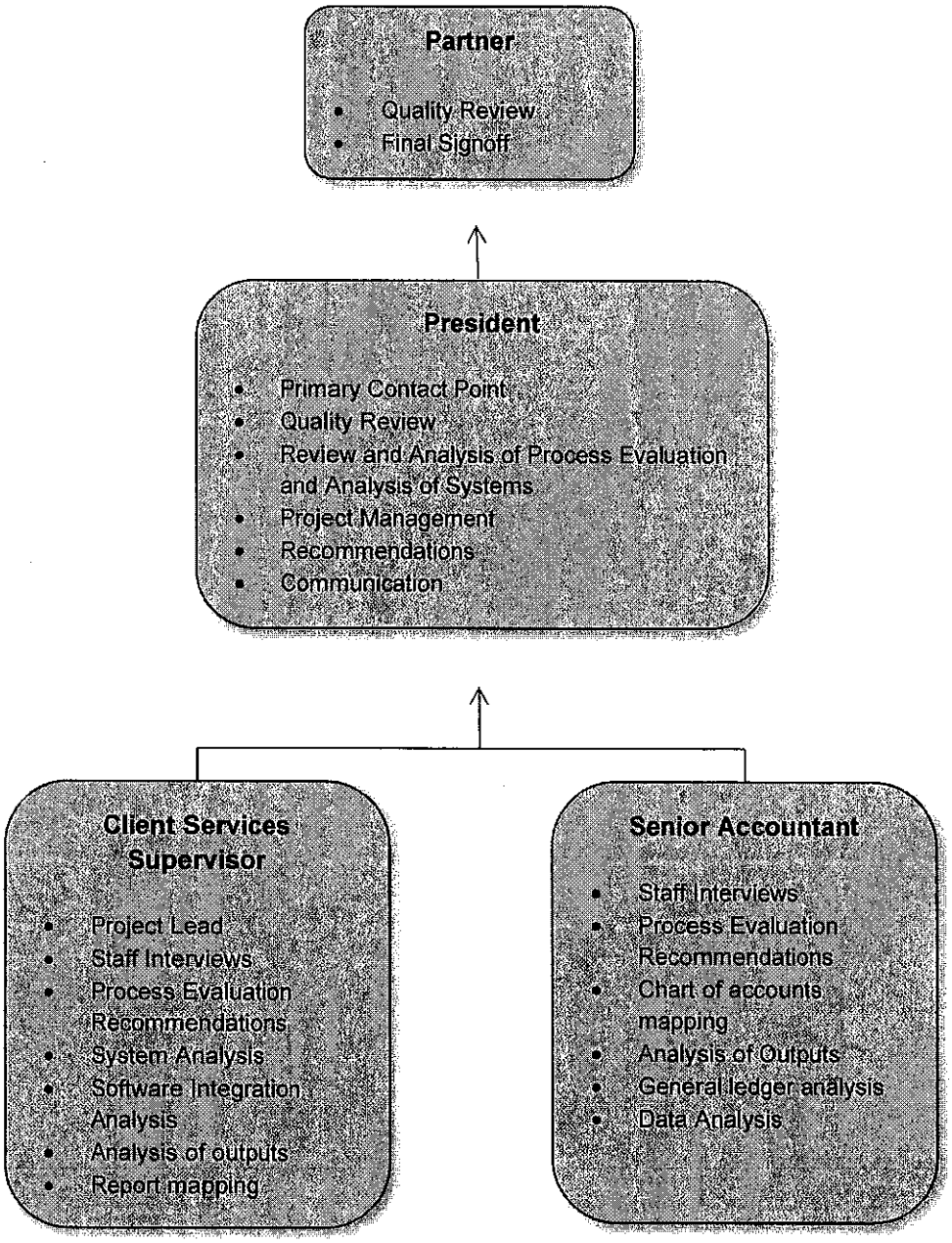
FIRM QUALIFICATIONS AND EXPERIENCE - CONTINUED

Organization Chart

Each component of our work encompasses a detailed analysis of work performed by all staff members ending with a final sign off based on compliance with our internal requirements. The organizational chart below outlines the roles and responsibilities of our team members.



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PROJECT TEAM

AEMFS will have two primary staff members assigned to this project. Please see Appendix C for biographies. From time to time, we may call on others within AEMFS or the Firm for additional support. An organization chart depicting roles and responsibilities of each team member is included in the Executive Summary section of our proposal. Jean McGann, CPA is the single contact for all City inquiries. If this should change, we will notify the City immediately.

PROPOSED SCHEDULE

The schedule for this project is being directed by the software vendor. The software vendor has scheduled six days of on-site training during the month of December. In addition, there will be one to two days of training in January. We anticipate there will be four to five days of additional time required to ensure data has transferred correctly and all accounts are reconciled. This includes the potential of having an AEM representative assist with transactional parallel processing for two days.

APPROACH

Project Approach

The following information outlines the approach we will take for the project.

There are four phases to this project that can be clearly defined. Each phase and the expected outcomes are outlined below.

Training

The first step to this project is to participate in the training provided by the vendor. AEM will ask questions and provide guidance/direction to City staff regarding accounting rules, regulations and best practices. City Management will make all management decisions regarding software parameters and installation.

Data Conversion

The software vendor is the primary point of contact for the conversion of data from Banyon to Civic Systems. City staff and the software vendor will run parallel processing to ensure software is functioning and processing correctly. AEM will review the outcomes of the conversion and provide input for resolution of issues. AEM will also provide guidance to City staff on the appropriate reconciliation procedures as well as best practices.

In addition, the City may have a need for additional staff assistance during the conversion period to process transactions on the existing software system. AEM will provide a staff member that is knowledgeable of the existing system for a period of two days, to process transactions. City staff will review, approve and commit the transactions to the financial system.

Month-End Close

The software vendor, City staff and AEM will participate in the first month-end close process. The software vendor will provide additional training and direction for the month-end close, city staff will perform their typical processes/functions based on their role and AEM will provide oversight/guidance on the month end reconciliation and close process.

Other

AEM will assist in training the new Finance Director and identify areas of improvement and/or efficiencies that could be created.

City Expectations

As part of the Financial Management Process Evaluation, the City agrees to:

- Devote uninterrupted time to working with us as needed
- Make candid representations about your plans and expectations
- Make all management decisions and perform all management functions
- Provide an individual responsible to review and accept our work

APPROACH - CONTINUED

Service Guarantee

Our work is guaranteed to the complete satisfaction of the customer. If you are not completely satisfied with the services performed by AEMFS, we will, at the option of the City, either refund the price or accept a portion of said price that reflects the City's level of value received. Upon payment of each of your scheduled payments, we will judge you have been satisfied.

Price Guarantee

Furthermore, if you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for that service.

City Financial Investment

The investment by the City is outlined below

Contractor's Employee	Hourly Rate
Gayle Bauman, Client Services Manager	$185
Client Services Accountant	$145

Gayle Bauman will participate in the six days of training in December and two days of training In January for month-end close. We also anticipate Gayle Bauman spending approximately three to four days assisting with reconciliations processes to ensure systems are working correctly. The time estimate outlined below anticipates the time outlined in this proposal for our Client Services Manager to be above and beyond the Accounting Services Agreement of one and one half days per week.

A Client Services Accountant will be available to assist with parallel processing. This Client Services Accountant is well versed in Banyon processing. By having the Client Services Accountant doing the parallel processing, City staff will have additional time available to work on the conversion.

We anticipate the total investment by the City to be between $14,000 - $24,500. The significant variance between the low and high estimate is dependent on if the City selects to have our Client Services Accountant perform the parallel processing and the number of hours of training required for the new Finance Director.

Initial invoice will be at end of first fifteen (15) day period after the execution of this agreement. Installment fees will be invoiced on a monthly basis throughout the remainder of this Agreement.

Conclusion

Throughout this process we will be in constant communication with the City team to ensure their needs are being met. By utilizing our operational experience as well as our knowledge of governmental accounting, our 50 plus years of experience providing services to Minnesota municipalities and our knowledge of regulations in the State of Minnesota we will provide the City information and recommendations for financial processes. We are excited about this opportunity and the benefits the City will recognize as the software system is fully converted.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

We have long-term relationships with many cities in Minnesota and have provided a sample of references of those we have completed a process evaluation, mapping services, strategic planning, capital planning and other large projects. Additional references are available upon request.

City of New Hope

Kirk McDonald | 763.531.5112
Engagement Partner - Steve McDonald

City of New Brighton

Brenda Davitt | 651.638.2102
Engagement President - Jean McGann

City of Hopkins

Christine Harkess | 952.548.6330
Engagement President - Jean McGann

City of Hilltop

Ruth Nelson | 763.571.2023
Engagement Partner - Jean McGann

City of Fridley

Wally Wysopal | 763.572.3506
Engagement Partner - Steve McDonald

City of Le Sueur

Jenelle Teppen | 507.665.6401
Engagement President - Jean McGann

Appendix A

PROPOSER WARRANTIES

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of Minnesota laws with respect to foreign (non-State of Minnesota) corporations.

2. Proposer warrants that it is willing and able to obtain an "errors and omissions" insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Isanti located in Isanti, Minnesota.

4. Proposer warrants that all information provided in this proposal is true and accurate.

Signature of Official:	Steven McDonald	Signature of Official:	Jean D. McGann
Name (typed):	Steven R. McDonald, CPA	Name (typed):	Jean D. McGann, CPA
Title:	CEO	Title:	President
Firm:	AEM Financial Solutions, LLC	Firm:	AEM Financial Solutions, LLC
Date:	September 22, 2016	Date:	September 22, 2016

Appendix B

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES
CITY OF ISANTI, MINNESOTA

WHERFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Isanti
110 1st Avenue NW
Isanti, Minnesota 55040

Name _____

Title Mayor

Name _____

Title City Administrator

Date _____

AEM Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Steve McDonald

Title CEO

Date September 22, 2016

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Appendix C

Steven McDonald, CPA

Managing Partner

Direct line 952.715.3002
steven.mcdonald@aemcpas.com

Mr. McDonald joined the Firm in 1991 after graduating from Minot State University with a Bachelor of Science Degree in Accounting. He currently serves as Managing Partner and during his tenure the firm has grown to a top 20 Minnesota accounting firm and a top 200 firm in the United States. Steve's vision of continuous improvement and responsiveness to client needs has resulted leading the firm through several strategic mergers and acquisitions, new service line and industry segment development, and annual double digit growth.

When not at work, Steve enjoys cooking, reading, sports of all types and being involved in his three kids' activities.

Qualifications

- Advising clients on strategies that ensure sustainability and profitability
- Structuring merger and acquisition transactions
- Identify new business opportunities and structures that maximize growth
- Develop process improvements that lead to greater communication and efficiencies
- Regional and national speaker on topics relating to strategic planning, business development and internal controls
- 25 years of experience with local governments and nonprofit organizations

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Association of School Business Officials
- Minnesota Government Finance Officers Association

Affiliations

- Young Presidents Organization
- Performance Excellence Network - Treasurer
- Edina Community Foundation - Treasurer

Education

- Bachelor of Science in Accounting, Minot State University
- Continuing professional education as required by AICPA and Government Accountability Office

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

People + Process
Going Beyond the Numbers

Jean McGann, CPA

Partner and President

Direct line 952.715.3059
jean.mcgann@aemfinancialsolutions.com

Mrs. McGann joined the Firm in 2013. She is licensed to practice as a CPA in Minnesota. Jean leads the Financial Solutions group providing financial management services, day-to-day accounting and customized solutions for local governments and nonprofit agencies.

Outside of work Jean enjoys spending time with family and friends. Jean resides in Twin Cities with her husband and their 2 children.

Qualifications

- 17 years of experience in government finance and auditing
- Over 6 years of experience in operations management
- Experienced in strategic planning and financial forecasting
- Experienced in identifying and implementing cost containment processes
- Policy development, internal control evaluation and project management experience

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association
- Government Finance Officers Association of the United States and Canada

Education

- Bachelor of Arts, Buena Vista University, Storm Lake, Iowa
- Continuing professional education as required by AICPA and Government Accountability Office

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

People + Process. Going Beyond the Numbers

Gayle Bauman

Client Services Manager

Direct line 952.715.3075
gayle.bauman@aemfinancialsolutions.com

Ms. Bauman joined the firm in 2016 after working for many years in City government finance. She has previously held the position of Finance Director for two cities in Minnesota. Gayle has experience in all areas of governmental finance including budgeting, capital planning, debt, financial reporting and cash management. Finance departments provide support to all city departments and Gayle is continually looking for efficiencies to assist others in doing the best job they can do.

In her free time, Gayle enjoys golfing, reading, crafts and spending time at the family cabin in northern Wisconsin.

Qualifications

- Over 17 years of experience working in City government finance
- Experience with budgeting, capital planning and debt management
- Budget reviewer for the Government Finance Officers Association

Professional Memberships

- Minnesota Government Finance Officers Association
- Government Finance Officers Association

Education

- Bachelor of Science in Accounting, Gustavus Adolphus College
  - Minor in Mathematics
- Continuing professional education

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

People + Process. Going Beyond the Numbers

Katelyn Pearsall

Client Services Accountant

Direct line 952.715.3045
katelyn.pearsall@aemfinancialsolutions.com

Katelyn joined the firm in September of 2013. Katelyn specializes in working with payroll, accounts payable, bank reconciliations, utility billing and financial statement preparation using various accounting programs. She also has experience with budgeting and audit preparation.

Katelyn is a dedicated Minnesota Wild hockey fan and enjoys spending time with family and friends.

Qualifications

- 9 years of experience in the accounting industry
- Dean's list at Hennepin Technical College
- Certificates in Microsoft Excel & Word

Education

- Associate of Arts in Accounting from Hennepin Technical College
- Fundamental Payroll Certification

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

People + Process. Going Beyond the Numbers

K.5.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: September 23, 2016

Subject: Resolution Approving Audit Services Proposal

Staff received 5 proposals from qualified firms for annual City Audit and related financial services. Staff reviewed and rated the proposals from the firms. Staff recommended consideration of the proposal from Abdo, Eick & Meyers, LLP (AEM). The Finance Committee reviewed the proposal and met with representatives from AEM. The Finance Committee is recommending acceptance of the proposal for Audit Services from AEM.

Attached for your consideration is a Resolution and the Proposal for Auditing Services from AEM.

RESOLUTION NO. 2016-_____

A RESOLUTION APPROVING AUDIT SERVICES PROPOSAL

WHEREAS, the City of Isanti City Council approved a Request for Proposals (RFP) for annual City Audit and related Financial Services, and

WHEREAS, staff advertised the RFP and received five proposals from qualified firms for City Audit and related Financial Services. Staff reviewed and rated the proposals and recommended acceptance of the proposal from Abdo, Eick & Meyers, LLP (AEM). The Finance Committee reviewed the proposal and met with representatives from AEM. The Finance Committee recommends its acceptance.

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

1. The Proposal for Auditing Services from Abdo, Eick and Meyers, LLP, dated August 31, 2016, is approved.

This resolution was duly adopted by the Isanti City Council this 4th day of October 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

Proposal for Auditing Services

City of Isanti

Isanti, Minnesota

For the Year Ended
December 31, 2016, 2017, 2018, 2019 and 2020

Submitted
August 31, 2016

ABDO, EICK & MEYERS, LLP
Certified Public Accountants& Consultants

Grandview Square
5201 Eden Avenue, Suite 250
Edina, Minnesota 55436
952.835.9090

Contact Person
Steve McDonald, CPA
952.715.3002
steven.mcdonald@aemcpas.com

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

People + Process. Going Beyond the Numbers

TABLE OF CONTENTS

Transmittal Letter 2

Welcome to ABDO, EICK & MEYERS, LLP 4

Company Profile

Firm Qualifications and Experience 5
Licensed to Practice in Minnesota 6
Independence 6
Specific Audit Approach 6
Segmentation of Engagement 9

Professional Bios

Partner and Staff Qualifications and Experience 13

References

Similar Engagements with Other Governmental Entities 19

Appendix

A Proposer Guarantees and Warranties
B Peer Review Report
C Schedule of Professional Fees and Expenses

ABDO
EICK &
MEYERS LLP
Certified Public Accountants & Consultants

Don Lorsung
City of Isanti
110 1st Ave NW
PO Box 428
Isanti, Minnesota 55040

Dear Don Lorsung

Thank you for the opportunity to submit this proposal to City of Isanti (the City) for audit services. We appreciate the opportunity to have served you and welcome the opportunity to continue as your auditor. Based on our conversation and our experience with cities, we are confident that Abdo, Eick & Meyers, LLP (the Firm) will continue to be a great fit. The attached proposal will demonstrate to you that our firm will be a great service provider for your City.

What we have heard you say...

- The team assigned to our audit should be experienced with governmental auditing.
    - The team assigned to your audit has over 80 total years of experience providing outstanding services for Minnesota cities. Please refer to the biographies in the Professional Bios section for specific information.
- It is important to us that the firm we select is active in the government associations
    - Our government sector leader, Andy Berg, serves on the board of the Minnesota Government Finance Officer Association and has been active in this organization for over 15 years. In addition, two other staff members serve on committees in GFOA. Our firm is active in the MN League of Minnesota cities as a Business Associate member, attending conferences and events. Finally, we are active in the City Clerks Association, attending the annual conference, speaking on current events and providing our expertise when presented the opportunity.
- Experience working with similar organizations.
    - For over 50 years, the Firm has been providing professional auditing services to Minnesota cities just like yours. We currently audit over 100 Minnesota cites. Please refer to the list in the appendix to view all our valued clients.

Our success has been driven by utilizing staff that is experienced and well trained in governmental operations. The Firm recognizes that its most important product is prompt and effective service of the highest quality. The quality of our service allows us an opportunity to be an integral part of your finance team. We know that communication, expertise, education and audit approach are important factors in the City's relationship with an audit firm. We have addressed each factor as follows:

Communication - A component of our mission statement is a philosophy that we will assist clients in reaching their maximum potential by open communications and teamwork. This means we will do the following for you:

- Present a clear audit plan to you well before year end.
- Use of portal technology to share and collaborate documents.
- Provide an entrance / exit conference that not only addresses audit issues, but offers suggestions to make your work easier.
- Return phone calls and emails promptly.
- Respond to phone calls and routine questions without additional charge.

Expertise and Experience of our Team - We believe that our experience with government entities in Minnesota is greater than any other CPA firm.

- We audit over 200 units of government in the state of Minnesota. ,including several cities as listed in this proposal.
- Our dedicated staff members devote 90 percent of their time to government services.
- In total, we spend over 64,000 hours annually serving governments similar to yours.

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.835.9090 | Fax 952.835.3261

Education and Resources - The Firm is committed to providing a team environment that fosters growth and development through continuous training and learning. The following demonstrates our commitment to professional training:

- We have lead seminars for MnGFOA, MASBO, and several other trade groups that serve governments.
- We have a full-time Learning Director who mentors staff and ensures they receive customized training for governments. This position is staffed by a training professional and not an accountant designated as a trainer.
- We have assisted many cities in successfully preparing and applying for the GFOA's Certificate of Achievement for Excellence in Financial Reporting program.
- We provide client training seminars.

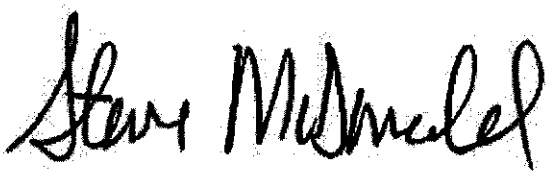
Audit Approach - Our approach to an audit is heavily dependent on technology and communication.

- We have had a completely paperless audit process since 2003 for 100 percent of our clients.
- As mentioned above, we use portal technology to share documents. We are one of the first firms to implement this process just as we were one of the first firms to implement paperless auditing.

We look forward to meeting with you to discuss our proposal, and appreciate this opportunity to present our Firm for your consideration. This information is an irrevocable offer to perform audit services for the 90 day period from the date of this letter. We will contact you to discuss your interest in our services and provide any further information you may need.

Sincerely,

Abdo, Eick & Meyers, LLP
Certified Public Accountants & Consultants



Steven R. McDonald, CPA
Managing Partner

Welcome to ABDO, EICK & MEYERS, LLP

"The investments into our People and Process make a difference for you, our valued client. We focus on the challenges and needs that are relevant to your business or government agency. This allows us to be thoughtful in our approach in providing you with the best solutions, and leaves you assured in the value of our deliverable."

Steve McDonald - Managing Partner

People + Process® Going Beyond the Numbers

People

Hire

We focus recruiting efforts on Minnesota state colleges and universities. Innovative recruiting strategies, including a strong social media presence, allow us to attract top talent.

Train

We've invested in a state-of-the-art, on-site training facility and a full-time Learning Director to ensure our team is prepared to exceed your expectations.

Reward

We focus on client results and reward our team based on specific goals, not hours billed.

Process

Listen

Our process begins with listening. We invest time to better understand your goals and challenges.

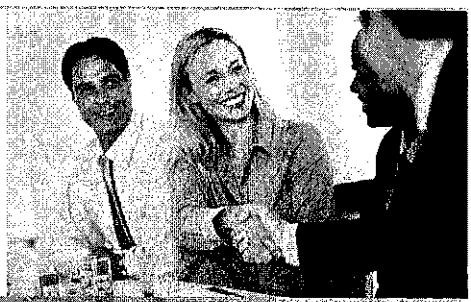
Engage

Active engagement with DFK International and domestic industry associations allows us to provide maximum value to your organization.

Deliver

Combing our internal expertise and technological resources with what we've learned about you allows us to deliver a solution that exceeds your expectations.

DFK 35TH ANNIVERSARY INTERNATIONAL/USA 1978-2013



Going Beyond the Numbers

Firm Qualifications and Experience

Abdo, Eick & Meyers, LLP (the Firm) has a professional staff of more than 131 in its Edina and Mankato offices. The two offices serve clients of all sizes and industries, but 25 percent of our business is dedicated to serving the municipal industry. Our Firm's ability to serve you is evidenced by our significant governmental client base and the capabilities of our personnel. The following summarizes the type of governmental services we provide:

Governmental Client Base

Our governmental client base is composed of cities, municipalities and other public entities. They are as follows:

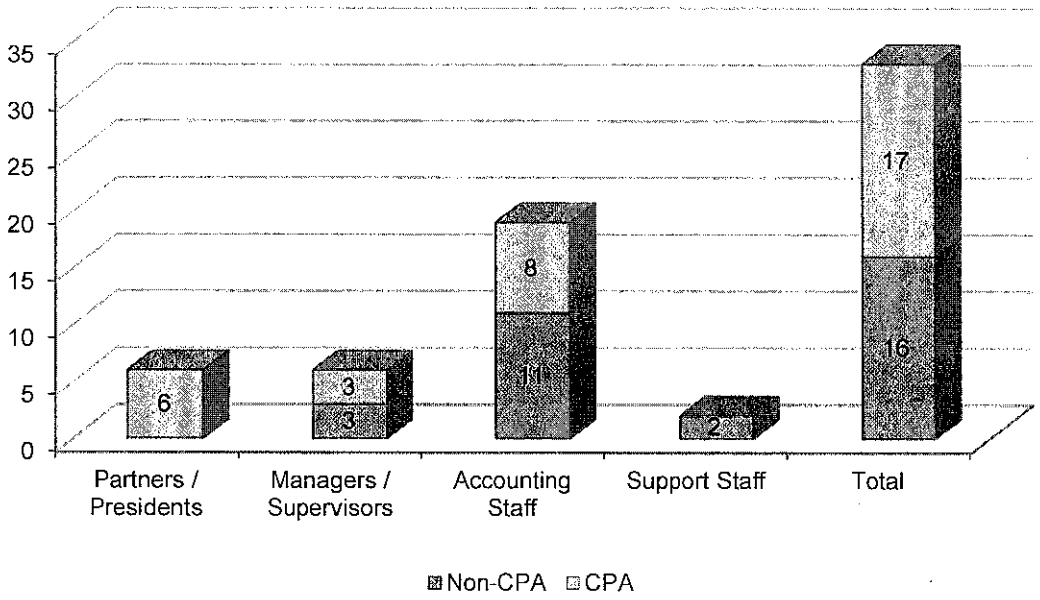
- Audit services for approximately 100 cities.
    - 19 municipal clients receive the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- Finance director services for approximately 12 cities.
    - 2 municipal clients receive the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- Audit services for approximately 63 fire relief organizations.
- Audit services for the State of Minnesota Public Employees Retirement Association, Office of the Legislative Auditor and the Minnesota House of Representatives.
- Audit services for EDA's and HRA's.

The audit will be performed by our Edina office, including field supervision and review.

Audit services are provided on an annual basis for a total of approximately 200 clients including cities, school districts, fire relief organizations, city owned utilities, the State of Minnesota Office of the Legislative Auditor, the Minnesota House of Representatives and stand-alone EDA's and HRA's.

Personnel

Our firm has committed a substantial component of our staff to governmental services. The following table shows the number of our professional staff dedicated governmental services by position within the firm.



Our substantial governmental client base and commitment of staff to governmental services has provided our firm with the competence to serve your professionally and efficiently.

LICENSED TO PRACTICE IN MINNESOTA

The Firm and its entire CPA staff hold licenses to practice in the state of Minnesota. All licenses are in good standing. The Firm and several of its owners are licensed in other states and also are in good standing. The Firm's CPA's are all members in good standing with the Minnesota Society of CPA's and the AICPA. Our professional staff and membership in professional associations indicates that the services we provide to your City will be of the highest quality.

INDEPENDENCE

Our standards require that we be without bias with respect to your operations. The Firm is independent of City of Isanti (the City) and its component units, as defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Offices' "Governmental Auditing Standards".

The Firm has not been engaged by the City or any of its agencies, component units or oversight units for the past five years. Because the Firm is required to follow GAO independence standards mentioned in the previous paragraph, any prior relationships would not constitute any conflicts of interest relative to performing the proposed audits. Also, the Firm shall give the City written notice of any relevant professional relationships entered into during the period of this agreement.

SPECIFIC AUDIT APPROACH

We will audit the basic financial statements of the City for the year ended December 31 in accordance with the following standards:

- Auditing Standards Generally Accepted in the United States of America.
- *Government Auditing Standards*, issued by the Comptroller General of the United States.

Our audit will be for the purpose of expressing an opinion on the basic financial statements, and will include such auditing procedures as considered necessary to accomplish this purpose. We will also provide an "in-relation-to" opinion on the combining and individual fund financial statements, any other supplemental information and statistical schedules. We anticipate issuing the following reports:

- Independent Auditor's Report on the basic financial statements.
- Auditor's Report on Legal Compliance pursuant to the *Minnesota Legal Compliance Audit Guide.*
- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

In addition, we will assist the City with preparation of the following:

- All basic and fund financial statements required by GASB Statement No. 34
- Notes to the financial statements
- The following additional statements and schedules:
    - Combining and individual fund financial statements
    - Budgetary comparison schedules

SPECIFIC AUDIT APPROACH - CONTINUED

In addition, we will deliver to the City with a management letter that will provide written appraisals of its accounting and related systems. This letter will identify any control deficiencies, significant control deficiencies or material weaknesses that are identified during the audit.

We will work with management before audit fieldwork and during the course of the audit to assess internal controls and review mitigating controls in place in an effort to reduce the control deficiencies, significant control deficiencies and material weaknesses that need to be reported to management in writing, assuming there are mitigating controls in place. The letter will also offer recommendations for the elimination of weaknesses that we identify. We will suggest any methods we discover to help improve efficiency and effectiveness. We will schedule an appearance with the City Council that allows an opportunity for us to present the audit and management letter.

This is an excellent time for the City to resolve any questions they have regarding our audit or management letter. As mentioned earlier, the value in hiring our Firm comes from not only the audit, but from our experience and the education we can provide. As questions or concerns arise throughout the year, we encourage the City staff to contact us and draw on our knowledge and experience.

Non-significant deficiencies discovered during the audit process will be reported in a separate letter to management and the City. Such deficiencies will be referred to in the report(s) on internal controls. This separate letter also informs the City Council of the following:

- The auditor's responsibility under auditing standards generally accepted in the United States of America.
- Significant accounting policies.
- Management judgments and accounting estimates.
- Significant audit adjustments.
- Other information in documents containing audited financial statements.
- Disagreements with management.
- Management consultation with other accountants.
- Major issues discussed with management prior to retention.
- Difficulties encountered in performing the audit.

Workpaper Retention

All working papers and reports will be retained at the Firm's expense for a minimum of seven years, unless the Firm is notified in writing by the City of the need to extend the retention period. The Firm will be required to make working papers available, upon request, whether or not the Firm is engaged by the City, to the following parties or their designees:

- City of Isanti.
- Minnesota Office of State Auditor.
- U.S. General Accounting Office (GAO).
- Parties designated by the federal or State governments or by the City as part of an audit quality review process.

Successor Auditors

In addition, the Firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

SPECIFIC AUDIT APPROACH - CONTINUED

Level of Staff and Hours Assigned to Segment

Our approach to the audit of your City can be demonstrated by the level of staff assigned to each segment of the audit as well as our segmentation of the audit into the major steps to be performed.

	Hours				
Date/Segment	Partner	Manager	Accounting Staff	Support Staff	Total
December					
Preliminary fieldwork	8	4	16	2	30
March					
Fieldwork	20	20	80	4	124
March					
Report preparation/review	4	8	34	6	52
March/April					
Exit conference and draft discussion	1	1	-	-	2
April					
Presentation at City Council meeting	-	2	-	-	2
Total hours	33	35	130	12	210

Fees

Our fees are determined based upon the hourly rates of the individuals to be assigned to complete the audit. Our fees are based on the City's staff assisting us whenever possible with audit schedules. We will provide a detailed audit plan and prepare a list of schedules upon proposal acceptance. We will schedule the audit for the 2016 financial statements as outlined in the RFP. The above table summarizes our proposed segmentation of the engagement.

We have not anticipated any additional hours for new audit or accounting standards. Accounting or audit standard changes may result in increased hours.

As mentioned above, the fee estimate is based on the assumption the City staff completes our detailed audit plan, which is provided prior to year-end.

SEGMENTATION OF ENGAGEMENT

Preliminary Fieldwork

Our goal in preliminary fieldwork is to gain a thorough understanding of your internal controls, processes and procedures. The completion of these elements allows us to minimize the fieldwork required to complete the audit. Our preliminary work focuses on planning and internal control documentation.

Planning

We envision the following process during the planning phase:

1. Establish understanding of services to be performed.
2. Complete our client continuance procedures and address any independence issues.
3. Document our understanding of your entity and compile risks identified.
4. Document significant processes and activities.
5. Perform required fraud "brainstorming" with audit team.
6. Assess risk of material misstatement arising from errors or fraud at entity level.
7. Agree on timing and deliverables thru an entrance meeting.
8. Develop overall audit strategy.

Internal Control Documentation

Our internal control documentation usually occurs prior to our arrival for fieldwork. Our documentation process will be as follows:

1. Gather or update documentation for significant processes defined in our preliminary fieldwork.
2. Perform a "walk-through" of these significant processes.
3. Ask "what can go wrong" questions.
4. Identify controls in place. This will include both preventative and detective controls.
5. Evaluate the design of internal controls.
6. Decide whether to test and rely on controls.

Fieldwork

We assess risks, design procedures and obtain evidence to support financial statement amounts and disclosures during fieldwork. Our Firm utilizes a methodology designed for government units. Our process emphasizes continuous communication with your staff.

Assess Risks and Design Procedures

As outlined in the risk based suite of audit standards, our Firm will use a risk-based approach to the audit. Our procedures to assess risks and design procedures are as follows:

1. Assess risk of material misstatement from errors or fraud based on internal controls combined with inherent risk of significant accounts.
2. Design procedures to test controls if considered necessary.
3. Design procedures to test details of account balances and classes of transactions based on risk.

Perform Interim and Year-end Testing

1. Perform tests of controls if considered necessary.
2. Perform tests of details of account balances and classes of transactions.
3. Evaluate quality and sufficiency of audit evidence.
4. Evaluate misstatements.

SEGMENTATION OF ENGAGEMENT - CONTINUED

Preparation of Audit Report and Management Letter

After reviewing the financial statements, notes and required supplementary schedules, we will agree the data to our working papers and provide a thorough review of all information by using written Firm standards and checklists. We will also review and incorporate any statistical data. This will verify appropriate presentation and disclosure. We will also, at this time, prepare our management letter that identifies critical financial trends and recommendations for improvement, provides required communications to the City Council, and discusses changes in the environment in which government operates.

Audit Completion

After the previous segments mentioned are complete, we will be ready to finalize the audit. During this stage we will complete the following procedures:

1. Complete subsequent events review procedures and review legal and representation letters.
2. Complete final overall analytical review procedures.
3. Communicate significant deficiencies and material weaknesses.
4. Conduct exit conference.
5. Issue an audit opinion.
6. Assemble audit documentation.

Our segmentation of the engagement provides for a logical and orderly sequence to achieve a thorough audit of the City's accounts.

Analytical Procedures

Analytical procedures are defined in Statement on Auditing Standards No. 56, "Analytical Procedures" as evaluations of financial information made by a study of plausible relationships around both financial and non-financial data. They are required in the planning and final review stage, but our Firm encourages staff to use in substantive testing where possible. Our Firm management directs the use of analytical procedures as follows:

Planning

The objective for analytical procedures at this stage is to direct attention to likely misstatements. We use trend analysis to meet our objective in planning. Examples of trend analysis would be comparison to budget for funds that adopt a budget and/or comparison to prior year. We also may consider comparison among three to five years. Additional testing may result if the expectations established at the start of the trend analysis are not met.

Substantive Testing

The objective of analytical procedures at this stage is to support or refute financial statement account balances. We have found that analytical procedures are more efficient and can be more effective than tests of details. Depending on the make-up of the account, we will use trend analysis, ratio analysis and/or modeling.

Final Review

The objective is to review the reasonableness of financial statement account balances. We use trend analysis to meet our objectives. This trend analysis is completed on final audited amounts.

SEGMENTATION OF ENGAGEMENT - CONTINUED

Use of Technology to Conduct the Audit

The Firm has been paperless since 2003. In addition, we have purchased a trial balance and financial reporting software for producing financial statements that are directly linked to your trial balance, which we will download from your system at the start of the audit. Likewise, we expect to extract various other information from your accounting system and other various electronic spreadsheets that the City staff have prepared.

We use portal technology to share and collaborate documents. We are one of the first firms to implement this process just as we were one of the first firms to implement paperless auditing. Portal technology enables you to log into a secure server to access and upload documents. Here are the benefits of portal:

Security

- Files containing sensitive information no longer have to be emailed.
- You have a secure login.

Instant Delivery

- You no longer have to wait for deliverables to arrive via mail; as soon as the files are completed, they will be published to your portal site.
- You will be able upload any information to the portal site for immediate retrieval rather than sending via mail or email.
- You will have instant access to the portal site and download documents to your system.
- You will have access to documents all year.

Approach to be Taken in Determining Laws and Regulations Subject to Audit Test Work

We are required to obtain an understanding of the possible financial statement effect of laws and regulations that have a direct and material effect on the determination of financial statement amounts. The determination of laws and regulations are addressed in the planning stage through reading available grant documentation, client inquiries, and a preliminary review of finance system accounts and search of the City Council minutes. We also have working knowledge of the types of laws and regulations Minnesota governments operate under. Further discussion is provided in the section Firm Qualifications and Experience. In addition, we obtain further information about federal laws and regulations through the *Catalog of Federal Domestic Assistance* (CFDA) and the U.S. Office of Management and Budget (OMB) Compliance Supplement.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

Since each program or grant agreement is different, we use a variety of statistical designs in our compliance testing. The size of the sample considers many program factors; size, maturity, complexity, level of oversight and prior audit findings. Ultimately, our professional judgment determines that a representative number of transactions have been selected. You can be confident in our judgment because only senior level (partner, president, manager and supervisor) staff makes decisions on planned compliance testing.

Identification of Anticipated Potential Audit Problems

At this time, we do not anticipate any potential audit problems. If problems did arise, we carefully work with the City to resolve the matter.

SEGMENTATION OF ENGAGEMENT - CONTINUED

Additional Services

Our role extends beyond delivery of your audit report. We have experience in many other non-audit areas that can be useful to you, and that will help make us a solid reference source. Additional areas where we provide non-audit services are listed below: We can do the following for your City:

- Review TIF Reporting with the OSA and provided assistance implementing corrections based on our review.
- Complete debt studies to analyze outstanding bond issues and methods of repayment.
- Perform a calculation of the GASB 45 Other Postemployment Benefit (OPEB) liability under the alternative measurement method for organizations with fewer than 100 plan members.
- Develop a complete purchase order system with flowcharts and narratives to explain the entire process from requisition to payment, and the use of budgetary controls.
- Provide monthly and quarterly accounting and computer services for general, municipal liquor store, and utility funds.
- Revise client monthly reporting procedures and pool various cash and investment accounts to maximize interest earnings.
- Review bond resolutions to determine the method of financing and tax levies required.
- Complete municipal utility rate study to determine rates needed to cover operating costs and provide for future expansion.
- Create long range financial plans.
- Evaluate and redesign systems to conform to grant accounting requirements.
- Conduct seminars on budget techniques and budget preparation.
- Organize a software demonstration day for clients to review various software products.
- The foregoing non-audit services make our Firm a powerful partner to you.
- Strategic planning facilitation
- Monthly finance meeting facilitation

Summary

The Firm can provide your City with the following:

- Extensive experience with cities and other local government agencies, auditing approximately 200 annually.
- Highly skilled staff that focuses on your needs and looks forward to providing assistance at every opportunity.
- Active partner/president/manager/supervisor participation in the audit process. We are on-site to resolve audit issues and answer questions our clients may have regarding reporting or any other issues.

In addition to the above, our Firm has assisted other cities in obtaining the Certificate of Achievement for Excellence in Financial Reporting for over 25 years. Our staff has extensive knowledge of data extraction, which provides efficiencies during the audit process. The Firm is on the cutting edge of technology to provide efficiencies and cost savings to our clients.

PARTNER AND STAFF QUALIFICATIONS AND EXPERIENCE

The Firm is a member of the American Institute of Certified Public Accountants Division of Firms and has received an unmodified opinion on its Peer Review, a copy of which is attached to this proposal in Appendix B. Our Peer Review, which included governmental audits, was completed in 2014 and resulted in a pass rating.

The Firm has not had any federal or state desk reviews or field reviews of its audits in the last three years. We have had no disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

The Firm is committed to a continuing professional education program, which emphasizes the areas of expertise of each member of our professional staff. The Firm is required to comply with *Government Auditing Standards* for each professional practicing in the area of governmental accounting and auditing. We are committed to follow those standards, which result in quality audit services, including continuing education for all staff of forty hours each year. As required by *Government Auditing Standards*, all governmental audit staff receives the required continuing education in the area of governmental auditing and accounting. These policies are monitored internally, reviewed annually and certified periodically by independent Peer Review.

We maintain library facilities which include current professional literature and specific information for the industries that we serve. The Firm library is also reviewed as part of the external quality review program. The Firm has in-house training programs specific to our governmental clients. We also perform auditing and accounting updates for our clients that are organized by our staff. These practices ensure the quality of our staff over the term of engagement.

Our staff participates in activities relating to government accounting and reporting issues through our membership and involvement with the following organizations:

- Minnesota Society of CPA's Governmental Accounting and Auditing Committee
- Minnesota Government Finance Officers Association
- Minnesota Association of Small Cities
- Minnesota Municipal Clerks and Finance Officers Association
- Government Finance Officers Association (GFOA)
- Government Accounting Standards Board (GASB)
- League of Minnesota Cities
- Minnesota Association of School Business Officials (MASBO)

Through our participation in these organizations, and continuing education provided by them, the Firm continues to stay abreast of all current governmental accounting and reporting issues.

We recognize that our most important product is prompt and effective service. We believe the City should work with its CPA firm throughout the entire year. We are available at any time throughout the year to provide any assistance you may need.

Listed on the following pages are the staff members that may be assigned to your audit. As mentioned previously, our staff members have considerable governmental audit experience. This gives us a pool to draw on in addition to the group listed.

We believe Abdo, Eick & Meyers, LLP is an excellent choice as your City's auditors.

Steven McDonald, CPA

Managing Partner

Direct line 952.715.3002
steven.mcdonald@aemcpas.com

Mr. McDonald joined the Firm in 1991 after graduating from Minot State University with a Bachelor of Science Degree in Accounting. He currently serves as Managing Partner and during his tenure the firm has grown to a top 20 Minnesota accounting firm and a top 200 firm in the United States. Steve's vision of continuous improvement and responsiveness to client needs has resulted leading the firm through several strategic mergers and acquisitions, new service line and industry segment development, and annual double digit growth.

When not at work, Steve enjoys cooking, reading, sports of all types and being involved in his three kids' activities.

Qualifications

- Advising clients on strategies that ensure sustainability and profitability
- Structuring merger and acquisition transactions
- Identify new business opportunities and structures that maximize growth
- Develop process improvements that lead to greater communication and efficiencies
- Regional and national speaker on topics relating to strategic planning, business development and internal controls
- 25 years of experience with local governments and nonprofit organizations

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Association of School Business Officials
- Minnesota Government Finance Officers Association

Affiliations

- Young Presidents Organization
- Performance Excellence Network - Treasurer
- Edina Community Foundation - Treasurer

Education

- Bachelor of Science in Accounting, Minot State University
- Continuing professional education as required by AICPA and Government Accountability Office

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

People + Process
Going Beyond the Numbers

Andrew Berg, CPA

Governmental Services Partner

Direct line 952.715.3003
andrew.berg@aemcpas.com

Mr. Berg joined the Firm in 1994 after graduating Cum Laude from Gustavus Adolphus College and is registered and licensed to practice as a CPA in Minnesota. His work includes municipal, school district, not-for-profit and Single Audits.

When not working, Andy enjoys spending time with his family and participating in outdoor activities.

Qualifications

- 21 years of experience auditing local governments in Minnesota
- Over 95 percent of billable time relates to governmental clients
- Participates on the special review committee for the Government Finance Officers Association (GFOA). This committee reviews reports for acceptance into the Certificate of Achievement of Excellence in Financial Reporting program
- MN GFOA presenter on GASB Update and CAFR review
- Experienced in Municipal Government Long Term Financial Plans
- MNCPA City Report Review Committee

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants
- Minnesota Government Finance Officers Association
- Minnesota Association of School Business Officials
- Government Finance Officers Association

Education

- Bachelor of Science in Accounting, Gustavus Adolphus College
- Continuing professional education as required by AICPA and Government Accountability Office

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

People + Process. Going Beyond the Numbers

Matthew Vos, CPA

Audit Manager

Direct line 952.715.3015
matthew.vos@aemcpas.com

Mr. Vos joined the Firm in 2004 after graduating from St. John's University. He is registered and licensed to practice as a CPA in Minnesota. His work includes supervising several municipal, school district, and Single Audits.

When not working, Matt enjoys spending time with his family and playing any game with a ball.

Qualifications

- 11 years of experience auditing local governments in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Participates on the special review committee for the Government Finance Officers Association (GFOA). This committee reviews reports for acceptance into the Certificate of Achievement for Excellence in Financial Reporting program
- 2015 MNCPA presenter on implementation of GASB 68
- 2014 - 2015 MN GFOA presenter on GASB Update and CAFR review
- Experienced in Municipal Government Long Term Financial Plans Experienced in Municipal Government Utility Rate Studies
- Experienced in GASB 45 OPEB valuations using the alternative measure method

Professional Memberships

- American Institute of Certified Public Accountants (AICPA)
- Minnesota Society of Certified Public Accountants (MNCPA)
- Minnesota Association of School Business Officials
- Minnesota Government Finance Officers Association
- MNCPA City Report Review Committee
- MNCPA School District Report Review Committee

Education

- Bachelor of Science Degree in Accounting, Saint John's University
- Continuing professional education as required by AICPA and Government Accountability Office

ABDO EICK & MEYERS LLP
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People + Process. Going Beyond the Numbers

Bonnie Schwieger, CPA

Senior Accountant

Direct line 952.715.3065
bonnie.schwieger@aemcpas.com

Ms. Schwieger joined the Firm in 2012 after graduating from Minnesota State University, Mankato. Her work includes assisting in the audits of several municipal, school district and Single Audits.

In her free time Bonnie enjoys camping and softball, as well as spending time with friends and family.

Qualifications

- 4 years of experience auditing local governments in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Certified in Microsoft Excel

Education

- Bachelor of Science in Accounting, Minnesota State University, Mankato
- Associate of Arts in Accounting, South Central College, Mankato
- Continuing professional education

ABDO EICK & MEYERS LLP
Certified Public Accountants & Consultants

People + Process. Going Beyond the Numbers

PARTNER AND STAFF QUALIFICATIONS AND EXPERIENCE - CONTINUED

Our pool of staff members who mainly serve governments are listed below:

Managing Partner

Steve McDonald - 25 years of experience

Audit Partners

Kyle Meyers - 34 years of experience
Andrew Berg - 21 years of experience
Tom Olinger - 21 years of experience
Brad Falteysek - 18 years of experience

Partner and President

Jean McGann - 24 years of experience

Managers / Supervisors

Gayle Bauman - 17 years of experience
Jason Etter - 16 years of experience
Matthew Vos - 11 years of experience
Kevin Knopik - 8 years of experience

Accountants

Mary Chamberlain - 11 years of experience
Jesse Dorn - 10 years of experience
Victoria Holthaus - 10 years of experience
Katelyn Pearsall - 9 years of experience
Lelia Leonhardt - 9 years of experience
Erin Enstad - 5 years of experience
Bonnie Schwieger - 4 years of experience
Jon Christianson - 4 years of experience
Justin Nilson - 4 years of experience
Layne Kockelman - 4 years of experience
Bill Albert - 3 years of experience
Sheila Jungwirth - 2 years of experience
Zach Doud - 2 years of experience
Chad Hess - 1 year of experience
Hannah Gebhard - 1 year of experience
Martha Johansson - hired January 2016

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

We have long-term relationships with many cities in Minnesota. Our clients listed below would be a good representation of audit clients, although any of our clients listed on the following pages could serve as a reference. All have partner, president, manager or supervisor staffing for the fieldwork process.

City of Zimmerman

Kary Tillman | 763.856.4666
Audit year 2013 | Hours
Engagement partner – Steven McDonald

City of Lindstrom

Kay Mattson | 651.257.0807
Audit year 2013 | Hours
Engagement partner – Andrew Berg

City of Inver Grove Heights

Kristi Smith | 651.450.2500
Audit year 2013 | Hours
Engagement partner - Steven McDonald

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES - CONTINUED

In addition to the valued clients listed on the previous page, we work with many governmental clients. Our client retention history has been excellent and several of the governments have been clients for more than 30 years.

Cities

Albertville *	Janesville	North Oaks
Alexandria #	Jordan	Norwood Young America
Amboy	La Salle	Olivia #
Arlington	Landfall Village	Parkers Prairie
Becker	Lauderdale	Pine Island #
Belle Plaine	LeSueur	Red Wing
Blooming Prairie	Lexington #	Rockford
Buffalo Lake	Lindstrom #	Rogers #
Byron	Long Lake	Shorewood *
Cannon Falls	Loretto	South Bend Township
Carver	Louisville Township	Spring Grove
Centerville	Luverne * #	Spring Lake Township
Chisago City	Madison Lake	Springfield
Claremont	Mankato *	St. Francis * #
Corcoran	Maple Plain	Stillwater Township
Credit River Township	Mapleton #	Taylors Falls
East Bethel	Marshall #	Tracy
Elk River * #	Mayer	Vadnais Heights *
Excelsior	Medford #	Vermillion
Fairmont * #	Medina	Victoria *
Faribault *	Melrose	Wabasha
Freeport	Minnetonka Beach	Watertown
Gaylord	Montgomery	Waterville
Glenwood #	Montrose	Waseca*
Granite Falls #	Morristown	Wayzata #
Greenfield	Mound * #	Wells #
Hamburg	Nerstrand	Westbrook
Ham Lake *	New Auburn	West St. Paul
Harmony	New Hope *	White Bear Lake *
Henderson	New Prague	Wilder
Hilltop	New Richland	Willernie
Hutchinson * #	Nicollet	Winnebago
Independence	New Ulm	Woodland
Inver Grove Heights *	Northfield * #	Wyoming
Isanti #	North Mankato *	Zimmerman

* Firm clients who submit a CAFR, and are holders of the GFOA Certificate of Achievement of Excellence in Financial Reporting

\# Liquor store included

^ Includes Gambling Fund Audit

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES - CONTINUED

School Districts

ISD #118, Northland Community School
ISD #177, Windom Area School
ISD #252, Cannon Falls
ISD #282, St. Anthony*
ISD #2144, Chisago Lakes
ISD #2365, GFW Public School
ISD #2895, Jackson County Central
ISD #345 New London - Spicer Schools
ISD #391, Cleveland
ISD #508, St. Peter
ISD #836, Butterfield-Odin Public School
Avalon Charter School
Academic Arts Charter School
EdVisions Off-Campus High School
Green Isle Community Charter School
Great River Charter School
Hennepin Elementary School
Kato Public Charter School
Lafayette Charter School
Level Up Academy
Metro ECSU
Minnesota Valley Education District
Northeast College Prep Charter School
Odyssey Academy
Parent allied with Teachers Charter School
River Bend Education District
SAGE Academy Charter School
Sejong Academy
Southside Family Charter School
Southeast Service Co-op
St. Cloud Math & Science Academy
Technical Academies of Minnesota
TRIO Wolf Creek Charter School
Watershed High School
Vermilion Country School

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES - CONTINUED

Fire Relief

Albertville
Amboy
Anoka/Champlin
Arlington
Belle Plaine
Blooming Prairie
Cannon Falls
Carver
Chisago ^
Claremont
Dayton
Delavan
Easton
Edina
Elk River
Elysian
Excelsior
Fairmont ^
Forest Lake
Hartland
Henderson ^
Hopkins
Inver Grove Heights
Kenyon
Linwood
Lindstrom ^
Long Lake
Loretto
Madison Lake
Mahtowa
Mapleton
Melrose
Minnetonka
Montgomery
Montrose
New Prague
New Richland
New Ulm
Nerstrand
North Mankato
Northfield ^
Olivia
Plymouth
Prior Lake
Randolph
Red Wing
Rockford
Shakopee
South Bend Township
Springfield
St. Francis
St. Paul Park
St. Peter
Tracy
Vadnais Heights ^
Vernon Center ^
Victoria
Wanamingo
Waseca
Watertown
Waterville
Wells
West Metro Fire District^
Wyoming

Minnesota Electric Utilities

Alexandria
Blooming Prairie
Elk River
Fairmont
Granite Falls
Janesville
LeSueur
Luverne
Melrose
Mountain Lake
New Prague
New Ulm
Olivia
Springfield
Wells
Westbrook

Other Governmental Units

Albert Lea HRA
Benson HRA
Blooming Prairie EDA
Blue Earth County EDA
Brown's Creek Watershed District
Carver County CDA
Chisago County HRA-EDA
Chisago Lakes Joint Sewage Treatment Commission
Comfort Lake - Forest Lake Watershed District
Dakota Communication Center
Excelsior Fire District
Faribault County HRA
Gaylord EDA
Le Sueur County HRA
HRA of Hibbing
HRA of Stearns County
Joint Powers Water Board of Albertville, Hanover & St. Michael
Lake Mtka Communications Commission
Lake Mtka Conservation District
Lake Washington Sanitary District
Lakes Area Police
Lakeville Arenas
Legislative Coordinating Commission
Mankato EDA
Mill Town Trail Joint Powers Board
Minnesota House of Representatives
Minnesota Public Employees Retirement Association
New Ulm EDA
Northwest Suburb Cable Commission
Office of the Legislative Auditor
Prior Lake-Spring Lake Watershed District
Region Nine Development Comm.
Renville County HRA/EDA
Scott County CDA
South Central MN Multi County HRA
South Central EMS
South Metro Fire Department
Tri City Joint Sewer Board
Vadnais Lake Area Water Management
West Hennepin Public Safety Dept.

* Firm clients who submit a CAFR, and are holders of the GFOA Certificate of Achievement of Excellence in Financial Reporting
# Liquor store included
^ Includes Gambling Fund Audit

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES - CONTINUED

What our clients say about us

Abdo, Eick & Meyers have been valued service providers and a fantastic resource to the City of Red Wing over the past 10 years. City leadership views Abdo, Eick & Meyers not only as our auditors but as trusted and capable financial advisors and educators. They are staffed with experienced personnel who provide consistent, timely, and excellent service.

They have been instrumental in improving the City's external financial reporting and assisting us in being awarded the GFOA's Certificate of Excellence in Financial Reporting. The entire team at Abdo, Eick & Meyers have been an integral part of our success at the City of Red Wing.

~ **City of Red Wing** - Marshall Hallock, Finance Director

Abdo Eick and Meyers has continually provided expert advice on any financial statement preparation questions we have had and as a result we have received the GFOA CAFR award for over twenty consecutive years. We like the recommendations on increasing internal controls or just the general discussions about them. The staff is available anytime and questions are answered very promptly. What sets them apart is the experience in governmental accounting and the Governmental partners are actively involved in the audit from beginning to end. Our staff enjoys the communication, especially when implementing new GASB's.

~ **City of Elk River** - Tim Simon, Finance Director

All of the auditors are very knowledgeable and thorough in their work. They are pleasant individuals that are a pleasure to work with. When they question you on a particular entry or situation, they are not critical or negative but very positive and truly want to know the District's reasoning behind what occurred with a particular entry or situation. If something needs correction, they review the corrective action with you and the reasons behind those actions.

I feel very comfortable calling them with questions throughout the year, not just at audit time. I appreciate their willingness to offer good suggestions and resolutions to situations that occur. I feel like I have additional staff that I can consult with at any time on certain accounting situations.

They helped me immensely this past year with some additional assistance in the preparation of the audit since there was some staff turnover in the office in several key positions.

The email communication from the auditors is exceptional. They don't require hours of my time during the audit. They work with each office staff member in their particular area to get the information that they need to perform the testing for the audit. They understand that we all have our routine daily duties to perform and their requests for information are minimal.

They have an excellent staff that gets the draft and final audit information out to the District. Their portal makes this a seamless process.

I would strongly recommend the auditors of Abdo, Eick & Meyer to anyone that is seeking a strong audit team.

~ **Chisago Lakes Area Schools, ISD #2144** - Heide Miller, Director of Business Services

The audit staff has significant experience in governmental audits. We receive information in advance about new reporting requirements as well as information and training to assist us in meeting the continual changes that seem to come our way. As a smaller city we feel Abdo Eick and Meyers provides us with the "expert" resources when infrequent or unusual situations arise. The audit staff is well trained and easy to talk to. The office staff is exceptionally well organized and helpful. Everyone exhibits a "can do" attitude when coordinating the completion and presentation of the yearend audit. Generally when we have a question and call in for advice we receive a response within a reasonable period of time. The City Council appreciates the time the lead auditor spends reviewing the financial statement and answering questions in "plain English."

~ **City of Luverne** - Barb Berghorst, Finance Director

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES - CONTINUED

What our clients say about us - continued

Since mid-December 2008, when the New Hope finance manager position was vacated, the firm of Abdo, Eick & Meyers (AEM) has assisted the City Council, city manager, department heads and other staff with the financial functions of the City. AEM helped prepare information to get both the 2007 and 2008 audits completed and are in the process of preparing financial information for the 2009 audit (audits are completed by MMKR). Our representatives from AEM have provided history and details on a variety of city funds, helping to educate both the City Council and staff.

AEM has provided recommendations on investment decisions and completed an updated investment policy for the City. Besides preparing the routine monthly department budget reports, AEM also has prepared quarterly budget and investment reports which are provided to the City Council to keep them apprised of the City's financial position.

In 2009, AEM assisted with the implementation of a totally revised budget format to make the document more clear to the City Council and public, including the addition of performance measures and goals. AEM has worked closely with the finance department staff and city department heads, has studied and streamlined many of the functions in the finance area so operations are more efficient, and has assisted with the implementation of new methods to address areas noted for improvement in the annual audits.

Our experience working with AEM staff, Steve McDonald and Kristi Brutlag, has been very positive. They have consistently maintained a calm, professional, and positive attitude. They understand our staff and work within our existing resources. The communication and responsiveness of Steve and Kristi has been excellent. I realize that they have many other clients to deal with, but are usually very prompt on responding to requests for information. I also know that I can discuss any issues with them directly and honestly.

The only other comments I would offer is that the AEM staff we have worked with have helped to expand the City Council's and staff's understanding of the financial workings of the City, they have made some good recommendations on budget issues, they have helped simplify some complex issues and, as an outside consultant, have offered a fresh look at how the City operates financially.

~ **City of New Hope** - Kirk McDonald, City Manager

Inver Grove Heights switched to Abdo, Eick & Meyers for our auditing services in 2014 and we have been very pleased with the results for several reasons. First of all, we have found them to be well planned which made the audit process run smoothly. Secondly, the audit staff were experienced to governmental accounting and asked knowledgeable questions. Third, we were pleased with the amount of fieldwork completed on site with limited follow up required. Finally, we were happy to get new ideas for improvements to audit work papers and preparation. Abdo, Eick & Meyers has exceeded our expectations and provided value to the audit process.

~ **City of Inver Grove Heights** - Kristi Smith, Finance Director

Abdo not only provides the services needed to assure compliance with the required reporting requirements but also have assisted in explaining the audit to me. I can then use the audit as a teaching tool for the City Council so they can understand the financial affairs of the City. The staff at Abdo is always very courteous and helpful. They take the time to explain the accounting principles and to answer questions the City has about entries into our fund accounting. They are always very prompt with a response and offer any suggestions to questions. Whenever I have had to contact Abdo I find the staff to be very helpful in answering my questions. They help me to gain further knowledge about the accounting and finances of the City which helps me to be a better Administrator.

~ **City of Mayer** - Luayn Murphy, City Administrator

I enjoyed working with your group at AEM. The thoroughness, knowledge, and most importantly personality that your audit team brought to St. Anthony is something I have not seen from other firms.

I particularly appreciate AEM's approach to the audit in St. Anthony. Having 3 experienced auditors on site and the partner heavily involved helped move things along and work through each section quickly

~ **St. Anthony New Brighton Schools, ISD #282** - Bill Menozzi, Director of Business Services

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES - CONTINUED

What our clients say about us - continued

Abdo Eick and Meyers have been trusted with our annual audit for over 10 years. They are approachable, easy to talk with and help keep us on track to meet deadlines. During our pre-audit meetings they assist in outlining timelines to ensure we meet Board deadlines and State reporting requirements. This is done by open communication throughout the audit process so we always know what stage the report is in. Upon completion of their on-site work communication has been excellent as we discuss any open items, establish expectations for completion of those items and determine when a draft will be available for review. Abdo has done an exceptional job of establishing, meeting and exceeding expectations.

~ Cannon Falls Schools, ISD #252 - Josh Davisson, Business Manager

Abdo Eick and Meyers have been our auditor for four years now and each year they have conducted fieldwork in mid to late August. This past year, we requested to move the fieldwork date back two months. They were very accommodating and assured us their work could be completed in time to meet the deadlines. I appreciate they established, communicated, and stuck to the timelines for fieldwork, drafting the financial statements, and allowing us enough time to review. Our reports were submitted on time and presented to the board as scheduled.

Our board really appreciated the manner in which they presented the audit, making it understandable for the board and the public. They were precise and to the point.

It has been a professional pleasure working with Brad Falteysek and his team.

~ Northland Community School, ISD #118 - Dean Johnson, Former Business Manager

Abdo, Eick and Meyers are very thorough in the work they do for the District. They meet with many different levels of staff ranging from District support staff to the School Board. They continuously provide input, feedback and suggestions that allow the District to be proactive instead of reactive. There is not an employee of Abdo, Eick and Meyers that isn't wonderful. The staff is always pleasant and professional. I never thought that I would say I don't mind being audited, but they sure make the experience as seamless and painless as possible. We always receive a response in a very timely fashion. The entire Abdo Eick and Meyers' staff are willing to do what is necessary to help the District. All communications are presented in an understandable, professional format. It has been wonderful working with Abdo, Eick and Meyers. They have a very knowledgeable staff that is always professional, responsive and courteous.

~ St. Anthony New Brighton School District, ISD 282 - Kristen Hoheisel, Former Director of Business Services and currently employed at Stillwater Area Public School

Appendix A

ABDO
EICK &
MEYERS LLP
Certified Public Accountants & Consultants

PROPOSER GUARANTEES AND WARRANTIES

Proposer Guarantees

1. The proposer certifies it can and will provide and make available, as a minimum, all services set forth in the Specific Audit Approach section.

Proposer Warranties

1. Proposer warrants that it is willing and able to comply with State of Minnesota laws with respect to foreign (non-State of Minnesota) corporations.
2. Proposer warrants that it is willing and able to obtain an "errors and omissions" insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Isanti located in Isanti, Minnesota.
4. Proposer warrants that all information provided in this proposal is true and accurate.

Signature of Official: Steven McDonald

Name (typed): Steven R. McDonald, CPA

Title: Managing Partner

Firm: Abdo, Eick & Meyers, LLP

Date: August 31, 2016

Appendix B

ABDO
EICK &
MEYERS LLP
Certified Public Accountants & Consultants

BRADY MARTZ

CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

System Review Report

September 10, 2014

To the Partners of
Abdo, Eick & Meyers, LLP
and the Peer Review Committee of the Minnesota Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, Eick & Meyers, LLP (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Audit Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, Eick & Meyers, LLP in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail.* Abdo, Eick & Meyers, LLP has received a peer review rating of *pass*.

Brady Martz

Brady Martz and Associates, P.C.

BRADY, MARTZ & ASSOCIATES, P.C.
401 Demers Avenue Suite 300 P.O. Box 14296
Grand Forks, ND 58208-4296 (701) 775-4685 Fax (701) 795-7498
www.bradymartz.com

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Appendix C

ABDO
EICK &
MEYERS LLP
Certified Public Accountants & Consultants

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

City of Isanti
Isanti, Minnesota
Fees and Expenses for the Audit of the
December 31, 2016 to 2020 Financial Statements

Summary Schedule

Year	Audit (Includes Drafting)	OSA City Reporting Form	Total
2016	$ 27,500	$ 680	$ 28,180
2017	27,500	680	28,180
2018	28,150	700	28,850
2019	28,650	715	29,365
2020	29,350	725	30,075
Total	$ 141,150	$ 3,500	$ 144,650

Note: If a Single Audit were required, the estimated cost would be $3,000 for each major program and $200 for the Data Collection Form. Also, Any assistance in filing Attachment O Form is included in the audit fee above. Any renewal of our services past 2016 would be an approximate 2-3 percent increase per year.

As a partner of Abdo, Eick & Meyers, LLP, I certify that I am empowered to submit this bid and authorized to sign a contract with City of Isanti located in Isanti, Minnesota.

Steven R. McDonald, CPA
Abdo, Eick & Meyers, LLP

August 31, 2016
Date

K.6.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: September 23, 2016

Subject: Resolution Approving Agreement for Labor Legal Services

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Staff received 7 proposals from qualified firms for Labor Legal Services. Staff reviewed and rated the proposals from the firms. Staff recommended consideration of the proposal from the law firm, Madden Galanter Hansen, LLP. The Personnel Committee reviewed this recommendation and a proposed Agreement for Legal Services.

Madden Galanter Hansen LLP has reviewed and agree to the proposed Service Agreement.

Attached for your consideration is a Resolution and Services Agreement for labor legal services from Madden Galanter Hansen LLP.

RESOLUTION NO. 2016-_____

A RESOLUTION APPROVING AGREEMENT FOR LABOR LEGAL SERVICES

WHEREAS, the City of Isanti City Council approved a Request for Proposals (RFP) for Labor Legal Services, and

WHEREAS, staff advertised the RFP and received seven proposals from qualified firms for Labor Legal Services. Staff reviewed and rated the proposals and recommended acceptance of the proposal from Madden Galanter Hansen, LLP. The Personnel Committee has reviewed the proposal and proposed Agreement for Legal Services, and recommends its acceptance, and

WHEREAS, Madden Galanter Hansen LLP has also approved the Agreement for Legal Services:

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

1. The Agreement for Legal Services between the City of Isanti and Madden Galanter Hansen, LLP (as attached) is approved.

This resolution was duly adopted by the Isanti City Council this 4th day of October 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF ISANTI AND MADDEN GALANTER HANSEN, LLP

THIS AGREEMENT, effective October___, 2016, is by and between the **CITY OF ISANTI,** a Minnesota municipal corporation ("City") and **Madden Galanter Hansen, *LLP*,** a Minnesota Limited Liability Partnership ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform general labor legal services for the City as follows:

A. Special labor legal counsel will provide legal advice, legal consultation and perform the necessary negotiations or litigation on legal issues such as labor disputes, personnel issues, and other employee/human resources matters. As requested, labor counsel will assist and advise on mediation or arbitration, or litigation (if not covered by LMCIT). A lead Labor Attorney shall be named for the City, with any Associates to perform services in their absence, as proposed by the firm and approved by the City. Frank Madden and Susan Hansen will serve as the Primary Attorneys under this contract. Services shall be conformance with the City of Isanti's Request for Proposal (RFP) and the Proposal provided by the Attorney.

B. Advisor to the City Council, Committees and Staff: The Labor Attorney will meet with the City Council, Council Committees, or staff at the request of the City Administrator or Human Resources / City Clerk.

C. Collective Bargaining: The Labor Attorney will also provide counsel on matters relating to the City's collective bargaining with organized labor. As directed, the Labor Attorney may serve as the primary negotiator for the City on collective bargaining contracts

D. Miscellaneous Legal Issues: In addition, the Labor Attorney's office is involved in areas such as preparation of documents for grievances, mediations, arbitrations, court hearings or other legal work regarding labor relations or personnel matters, whether organized or non-bargaining.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. TERM.

It is anticipated that these services will be provided by the Attorney to the City of a term of five (5) years from the date of approval of the contract by the City, subject to the following:

A. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by resolution of the City Council followed by sixty (60) days written notice before the termination becomes effective.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City sixty (60) days written notice before the termination becomes effective.

3. PAYMENT.

A. *City Services - Attorneys* - $139.00 per hour, $155.00 per hour for Arbitration or Administrative Hearings and $180.00 per hour for preparation and appearance in court matters. These rates are in effect through August 31, 2017. For each year (12 month time period) thereafter, the rates shall be increased by 3.0%.

B. *Costs*: Out-of-pocket costs are actual costs without mark-up. Costs include:

- Copying ($ 0.15/page), filing or recording Fees, facsimile transmissions ($0.50 per page), Long Distance Telephone Calls
- Mileage (IRS rate)
- Litigation (court filing fees, expert witnesses, acquisitions, subpoenas, service of process, etc.)

C. The City will pay for services within thirty (30) days of receipt of a statement for services rendered.

4. INSURANCE AND INDEMNIFICATION. The Attorney will purchase and maintain professional liability insurance to protect the Attorney against claims for legal malpractice.

5. MISCELLANEOUS.

A. *Governing Law*. This Agreement shall be governed by the laws of the State of Minnesota.

B. *Entire Agreement*. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

C. *Data Practices*. The Attorney agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. The Attorney understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Attorney in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Attorney must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Attorney to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

D. *Assignment*. The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Isanti City Council.

E. *Savings Clause*. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

F. *Effective Date*. This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Isanti City Council.

Dated: _____, 2016.

CITY OF ISANTI

BY: _____
George A. Wimmer, Mayor

AND _____
Lindsey McInnis
Human Resources/City Clerk

Dated: _____, 2016.

MADDEN GALANTER HANSEN, LLP

BY: _____
Frank J. Madden, Partner

BY: _____
Susan K. Hansen, Partner

K.7.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Public Services Director/ Assistant City Admin

Date: October 4, 2016

Subject: Consider Ordinance to Amend City Council Chapter 227 Parking and Storage to include West side of Centennial Dr NW

Background

Due to school buses being staged along Centennial Ave NW and the safety hazard that that presents, Staff is recommending to amend City Code to include no parking signs be placed on the West side along Centennial Drive NW from Spirit Brook Drive SW to Heritage Blvd NW.

DOAC Committee Recommendation:

The DOAC Committee recommends to place no parking signs on the West side along Centennial Drive NW from Spirit Brook Drive SW to Heritage Blvd NW and have language added to City Code to reflect such action.

In order to enforce, amendments are necessary in City Code Chapter 227 and they are as follows:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

(k) Along the West side of Centennial Dr NW, from Spirit Brook Dr SW to Heritage Blvd NW.

Staff Request

City staff is requesting action on this item.

Attachment

- Draft Ordinance No. XXX

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 227 PARKING AND STORAGE

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

227-2. Parking regulations.

C. Parking, stopping and standing provisions.

(5) No parking is allowed on any of the following streets or highway:

(a) Along either side of Third Avenue NW beginning at its intersection with Isanti Parkway NW to the point at which the City of Isanti corporate boundary ends and Isanti Township begins (Jackson St NW).

(b) Along either side of Railroad Ave SE beginning at its intersection with Palomino Road SE to its intersection with Townsedge Road SE. Along the East side of Railroad Ave SE beginning at its intersection with Main Street E to its intersection with Palomino Road SE.

(c) Along either side of County Road 5 NE/NW beginning at its intersection with Trunk Highway 65 heading west to its intersection with Whiskey Road NW.

(d) Along either side of Fourth Ave SW from its intersection with Main Street W heading south to its intersection with Elizabeth St SW.

(e) Along either side of Elizabeth St SW from its intersection with Fifth Ave SW heading east to its intersection with Second Ave SW.

(f) Along either side of Fifth Ave SW from its intersection with Elizabeth St SW heading south to its intersection with S Brookview Ln SW.

(g) Along either side of Second Ave SW from its intersection with Main St W heading south to its intersection with Elizabeth St SW.

(h) Along either side of Isanti Parkway NW, from Third Avenue NW to East Dual Boulevard NE.

(i) Along either side of Broadway St SE, from Highway 65 NE to 6th Ave NE.

(j) Along either side of 6th Ave NE, from Broadway St SE to Heritage Blvd NE.

(k) Along the West side of Centennial Dr NW, from Spirit Brook Dr SW to Heritage Blvd NW.

EFFECTIVE DATE
This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 4th day of October, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

Reading Date: 10-4-2016
Publication Date:
Effective Date:

K.8.

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: October 4, 2016

Subject: **Consider Resolution Authorizing Execution of Repayment Agreement with Prairie Senior Cottages of Isanti, LLC for Lot 1, Block 1, Bank Site Second Addition**

On December 1, 2015, the City Council extended the SAC and WAC Deferral program as Resolution No. 2015-289 to help continue to spur development activity. Prairie Senior Cottages of Isanti, LLC has requested the City to execute a Repayment Agreement for Lot 1, Block 1, Bank Site Second Addition for the construction of a 17,000 square foot Senior Memory Care building at 705 6th Avenue NE. The business is in "good standing" upon review of the Minnesota Secretary of State Office as of September 29, 2016. The form of the Repayment Agreement is consistent with the form presented on December 1, 2015 aside from the extension of term from 120 to 240 days. The Repayment Agreement will be dated as of the date that the Building Permit is paid for by the Developer. The REU calculation will be completed when plans are submitted and a permit calculated and the SAC and WAC calculation will be inserted to the Repayment Agreement at that time. Staff is asking the City Council to consider adoption of the attached resolution.

City Council Action:

Consider Resolution Authorizing Execution of Repayment Agreement with Prairie Senior Cottages of Isanti, LLC for Lot 1, Block 1, Bank Site Second Addition

Attachment:

1) Resolution 2016-____ Authorizing Execution of Repayment Agreement with Prairie Senior Cottages of Isanti, LLC for Lot 1, Block 1, Bank Site Second Addition

RESOLUTION 2016-___

Authorization and Execution of Repayment Agreement with Prairie Senior Cottages of Isanti, LLC for Lot 1, Block 1, Bank Site Second Addition

WHEREAS, the City of Isanti extended the SAC and WAC Deferral program on December 1, 2015 which is documented by Resolution 2015-289; and

WHEREAS, A boiler plate Repayment Agreement was drafted by Development Attorney Deike and the City Council directed Staff to utilize this agreement for parties interested in SAC and WAC Deferral for commercial or residential development; and

WHEREAS, Prairie Senior Cottages of Isanti, LLC. (the "Developer") has asked the City to enter into a Repayment Agreement for the property legally described as: Lot 1, Block 1, Bank Site Second Addition (the "Property"); and

WHEREAS, the Developer has stated the it will be the owner of the Property at the time of execution of the Repayment Agreement; and

WHEREAS, the date of the Repayment Agreement will be when the Developer signs prior to payment of the building permit and REU and charges will be calculated at that time; and

WHEREAS, the attached Repayment Agreement terms are changed from 120 days to 240 days for the commercial project; and

WHEREAS, the Developer is registered, active and is in good standing with the Minnesota Secretary of State Office as of September 29, 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorized the Mayor and City Administrator to execute the Repayment Agreement attached hereto contingent upon satisfactory proof of ownership witnessed in a recorded instrument of conveyance to the Developer.

This Resolution hereby approved by the Isanti City Council this 4th day of October 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

REPAYMENT AGREEMENT

THIS AGREEMENT, made on or as of the ____ day of October, 2016, by and between the City of Isanti, Minnesota, a statutory City under the laws of the state of Minnesota (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W., Isanti, Minnesota 55040, and Prairie Senior Cottages of Isanti, LLC, a limited liability company under the laws of the State of Minnesota (hereinafter referred to as the "Developer"), having its principal office at 11800 Wayzata Blvd Minnetonka, MN 55305.

WITNESSETH:

WHEREAS, the Developer intends to construct a 17,000 square foot senior memory care building (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means Prairie Senior Cottages of Isanti, LLC, a Minnesota limited liability company, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the 17,000 square foot senior memory care building to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a limited liability company duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its President.

ARTICLE III

Deferred Charges

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$ TBD based on approved building plans to be submitted by Developer** in deferred utility charges. The Deferred Charges consist of **$ TBD based on current rates in place at the time of issuance of permit** in Water Connection Charges and **$ TBD based on current rates in place at the time of issuance of permit** in Sewer Connection Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is two hundred and forty (240) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs. The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within **two hundred and forty (240)** days after the date of this Agreement.

ARTICLE IV

Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an

assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable.

(b) Terminate this Agreement.

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE V

Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of

any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to Prairie Senior Cottages of Isanti, LLC at 11800 Wayzata Blvd Minnetonka, MN 55305; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.7. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

Prairie Senior Cottages of Isanti, LLC

By _____
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this __ day of _____, 2016, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator of the City of Isanti, Minnesota, a statutory city under the laws of the State of Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Michael Demmer, the Chief Manager of Prairie Senior Cottages of Isanti, LLC, a Limited Liability Company under the laws of the State of Minnesota, on behalf of the limited liability company.

_____
Notary Public

SCHEDULE A

Description of Property

Lot 1, Block 1, Bank Site Second Addition, Isanti County, Minnesota

CITY OF ISANTI

*Check Summary Register©

L.1.

AP160904

September 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044946	ANOKA COLLISION CENTER	9/22/2016	$75.00
Paid Chk# 044947	BCA	9/22/2016	$60.00
Paid Chk# 044948	BECKER ARENA PRODUCTS, IN	9/22/2016	$9.84
Paid Chk# 044949	BERNICK'S PEPSI-COLA	9/22/2016	$254.70
Paid Chk# 044950	BREAKTHRU BEVERAGE	9/22/2016	$6,619.99
Paid Chk# 044951	CAMBRIDGE TRUE VALUE	9/22/2016	$293.79
Paid Chk# 044952	CENTURYLINK	9/22/2016	$812.27
Paid Chk# 044953	CENTURYLINK BUSINESS SERVI	9/22/2016	$35.49
Paid Chk# 044954	COMM OF MMB, TREAS DIV	9/22/2016	$620.00
Paid Chk# 044955	CORYS COMPLETE	9/22/2016	$96.00
Paid Chk# 044956	CRYSTAL SPRINGS ICE	9/22/2016	$115.46
Paid Chk# 044957	DAHLHEIMER DISTRIBUTING CO	9/22/2016	$5,866.77
Paid Chk# 044958	ECM PUBLISHERS, INC.	9/22/2016	$727.42
Paid Chk# 044959	ELECTRO WATCHMAN, INC.	9/22/2016	$272.53
Paid Chk# 044960	FORSTER, SHAYNA	9/22/2016	$292.32
Paid Chk# 044961	GRIDOR CONSTR.,INC.	9/22/2016	$355,195.00
Paid Chk# 044962	HAWKINS, INC.	9/22/2016	$11,420.36
Paid Chk# 044963	INNOVATIVE OFFICE	9/22/2016	$173.17
Paid Chk# 044964	ISANTI CIVIC ARENA	9/22/2016	$400.00
Paid Chk# 044965	ISANTI RENTAL	9/22/2016	$162.50
Paid Chk# 044966	J. J. TAYLOR	9/22/2016	$220.90
Paid Chk# 044967	JOHN HIRSCH'S	9/22/2016	$103.88
Paid Chk# 044968	JOHNSON BROTHERS LIQUOR	9/22/2016	$14,830.39
Paid Chk# 044969	KAWALEK TRUCKING	9/22/2016	$303.20
Paid Chk# 044970	KLERSY,SCOT	9/22/2016	$10.00
Paid Chk# 044971	MCDONALD DISTRIBUTING CO.	9/22/2016	$8,322.04
Paid Chk# 044972	MINNEAPOLIS FINANCE	9/22/2016	$165.60
Paid Chk# 044973	MINNESOTA EQUIPMENT	9/22/2016	$77.09
Paid Chk# 044974	MVTL LABORATORIES, INC.	9/22/2016	$486.60
Paid Chk# 044975	NAPA AUTO PARTS	9/22/2016	$28.49
Paid Chk# 044976	PHILLIPS WINE & SPIRITS, INC.	9/22/2016	$3,414.00
Paid Chk# 044977	POSTMASTER	9/22/2016	$500.00
Paid Chk# 044978	PRAIRIE RESTORATIONS, INC.	9/22/2016	$515.50
Paid Chk# 044979	SHR SALES	9/22/2016	$1,374.00
Paid Chk# 044980	VIKING COCA-COLA BOTTLING	9/22/2016	$218.70
Paid Chk# 044981	WAL MART	9/22/2016	$84.15
Paid Chk# 044982	WATSON CO., INC.	9/22/2016	$2,612.62
Paid Chk# 044983	WINE MERCHANTS	9/22/2016	$72.00
		Total Checks	$416,841.77

CITY OF ISANTI

*Check Summary Register©

September 2016

AP160905

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 044989	ISANTI COUNTY RECORDER	9/29/2016	$46.00
Paid Chk# 044990	ISANTI COUNTY RECORDER	9/29/2016	$92.00
Paid Chk# 044991	ISANTI COUNTY RECORDER	9/29/2016	$46.00
Paid Chk# 044992	POSTMASTER	9/29/2016	$94.00
Paid Chk# 044993	7-UP BOTTLING	9/29/2016	$184.76
Paid Chk# 044994	ABSOLUTE PORTABLE RESTRO	9/29/2016	$1,005.00
Paid Chk# 044995	ASSURANT EMPLOYEE BENEFIT	9/29/2016	$420.64
Paid Chk# 044996	BECKER, JOSH	9/29/2016	$89.84
Paid Chk# 044997	BELLBOY CORPORATION	9/29/2016	$8,574.18
Paid Chk# 044998	BERNICK'S PEPSI-COLA	9/29/2016	$346.30
Paid Chk# 044999	BOLTON & MENK, INC.	9/29/2016	$25,931.94
Paid Chk# 045000	BOWERS, ADAM	9/29/2016	$2.06
Paid Chk# 045001	BREAKTHRU BEVERAGE	9/29/2016	$5,737.76
Paid Chk# 045002	CASH	9/29/2016	$61.25
Paid Chk# 045003	CITY OF ISANTI	9/29/2016	$716.75
Paid Chk# 045004	CONNEXUS ENERGY	9/29/2016	$17,069.35
Paid Chk# 045005	CRYSTAL SPRINGS ICE	9/29/2016	$132.22
Paid Chk# 045006	DAHLHEIMER DISTRIBUTING CO	9/29/2016	$14,743.37
Paid Chk# 045007	DELTA DENTAL	9/29/2016	$3,120.80
Paid Chk# 045008	ECM PUBLISHERS, INC.	9/29/2016	$75.46
Paid Chk# 045009	HACH COMPANY	9/29/2016	$276.50
Paid Chk# 045010	HOME TITLE INC	9/29/2016	$20.48
Paid Chk# 045011	INNOVATIVE OFFICE	9/29/2016	$97.52
Paid Chk# 045012	ISANTI COUNTY AUDITOR-	9/29/2016	$1.65
Paid Chk# 045013	ISANTI COUNTY RECORDER	9/29/2016	$46.00
Paid Chk# 045014	ISANTI RENTAL	9/29/2016	$36.70
Paid Chk# 045015	J. J. TAYLOR	9/29/2016	$1,202.35
Paid Chk# 045016	JOHNSON BROTHERS LIQUOR	9/29/2016	$8,805.48
Paid Chk# 045017	KAWALEK TRUCKING	9/29/2016	$221.00
Paid Chk# 045018	LINDBERG LAW OFFICE PA	9/29/2016	$26.08
Paid Chk# 045019	MACQUEEN EQUIPMENT, INC.	9/29/2016	$193.73
Paid Chk# 045020	MAGER, JIM	9/29/2016	$26.62
Paid Chk# 045021	MCDONALD DISTRIBUTING CO.	9/29/2016	$9,571.95
Paid Chk# 045022	MENARDS - CAMBRIDGE	9/29/2016	$54.12
Paid Chk# 045023	MINNESOTA DEED	9/29/2016	$1,498.62
Paid Chk# 045024	MINNESOTA EQUIPMENT	9/29/2016	$58.16
Paid Chk# 045025	NAPA AUTO PARTS	9/29/2016	$120.99
Paid Chk# 045026	PAPCO, INC.	9/29/2016	$67.56
Paid Chk# 045027	PHILLIPS WINE & SPIRITS, INC.	9/29/2016	$969.20
Paid Chk# 045028	POSTMASTER	9/29/2016	$215.00
Paid Chk# 045029	PUDLICK, JACOB	9/29/2016	$60.00
Paid Chk# 045030	REICHMANN, WADE	9/29/2016	$1,230.00
Paid Chk# 045031	SELINSKY ENTERPRISES, INC.	9/29/2016	$126.00
Paid Chk# 045032	SEMLER HOMES	9/29/2016	$16.60
Paid Chk# 045033	SOUTHERN GLAZERS OF MN	9/29/2016	$3,722.04
Paid Chk# 045034	STAPLES ADVANTAGE	9/29/2016	$495.68
Paid Chk# 045035	SYLVESTER, MATTHEW	9/29/2016	$84.00
Paid Chk# 045036	VIKING COCA-COLA BOTTLING	9/29/2016	$311.70
Paid Chk# 045037	WATERWORKS MFG LLC	9/29/2016	$137.09
Paid Chk# 045038	WATSON CO., INC.	9/29/2016	$1,400.67
Paid Chk# 045039	WINE MERCHANTS	9/29/2016	$120.00
		Total Checks	$109,703.17

City of Isanti

Gross Payroll	77,869.62
Social Security & Medicare	4,265.68
Public Employees Retirement	7,907.31
Total City Expense	90,042.61

Pay Date 9-23-2016

Pay Period 20 (9/4-17/2016)

City of Isanti

Gross Payroll	9,369.25
Social Security & Medicare	716.78
Total City Expense	10,086.03

Pay Date 9-30-2016

Pay Period: Q3CCPay16 (7/1-9/30/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
August 23, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jennifer Garvey, Mayor Wimmer, James Witte, and Aaron Zdon
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Wimmer to approve the August 23, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from July 26, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Garvey. Second by Wimmer. Vote was unanimously approved.

3. Consider Replacing Unity Park Field Sign in 2016

Everett explained that she has recently done a park check similar to what the board did last year and found that the Unity signs are pretty rough and have kind of just not been noticed. She pointed out the pictures of the current signs and explained the idea for the new sign. She stated that her biggest question is whether or not we want to put two signs back up or if one is enough. She stated that there is about $700 left in the sign budget for the year, and there will be more signs to be purchased but we should be able to cover these. Wimmer state that his question is if it is worth get new signs now since we have about two months left of people using the field and having the exposure of a winter season versus putting them out in the spring. Everett asked if in that case we should buy them now and not install them yet, Wimmer asked why we would do that now. Everett stated that it's just because we know that we have the funds this year, and maybe we wait until the end of the year to do so. Garvey stated that she thinks only one sign is needed on the backstop and asked about the rules sign and if it's the same at River Bluff. Everett stated that these signs are being installed at all parks, but the specific rules listed may change based on the park.

Zdon asked if we should make a motion since we all agree the signs need to be replaced, but to look at the budget at the end of the year and install in the spring so they don't sit out and weather.

Garvey made a motion to look at the funds at the end of 2016 to add one sign at Unity Park. Witte seconded. Unanimously approved.

4. Outdoor Ice Rink Discussion

Everett explained that she would get the discussion started. In order to find prices that are useful, we need to decide exactly what we want and where it's going to go. The idea is that we get one with wooden

boards so they're easier to replace and we don't have to order something special. That part isn't as big of a deal, but do we want another cement slab, do we want it on grass, all of those kinds of details are important to think about before we can figure out exactly what it's going to cost and then whether or not we can do it.

Zdon stated that he had a lot of notes on this one. He stated that we don't want a slab because we want it to be a seasonal rink with temporary boards – or are these things we have to decide? He mentioned that there are temporary board sets out there, or we just berm snow. This year we would only berm snow because don't have any boards, or budget, or the hockey association to help.

Wimmer stated that it was right that there's no budget or anything even budgeted for labor to do a rink at all. Zdon asked if that included the pleasure rink, and Wimmer stated that no, we would be able to do the pleasure rink. But do to a hockey rink, weather we berm it or whatever, because it takes quite a bit more time to maintain as well. Wimmer stated they had the discussion at goal setting at Council at the beginning of the year, we can look at that, but we'd have to look at the cost and figure out how we'll maintain and clear off. The nice thing about the pleasure rink is that they can just take a truck and drive it across to clear the snow, so it's virtually no time or effort to do that. But if we're relying on a berm to hold in water and stuff, obviously we have to figure that out. When we had talked about it at goal setting with council, they looked at trying put something in the budget for 2017, but there still are not funds in the budget to do anything in 2017, and that's where this discussion would need to go figure out what we would do from a cost standpoint to see how many dollars we would actually need for that. We didn't anticipate it being a permanent rink, so it would be something we take down and use that space for other things. But were Wimmer sees places with wooden rinks in 10 or 12 other places, most of them look like they just leave them there. So then we have to figure out what's the way to do it, that we if we are going to take them out, what's a cost effective way to do it.

Zdon stated that he knows we've been saying wood, but he did some googling and there's polycarbonate, plastics, whatever, that literally click together like legos. Wimmer stated that the reason we like the wood is that if something gets broke or damaged, all we have to do is go to Menards and get a new one. Zdon stated that there are both systems out there and that's the research we need to do. It would need to come down, unless we wanted to dedicate somewhere to it. But we don't want a slab, because obviously that didn't work.

Wimmer stated that it worked fine, but the system they had was 30 years old by the time the city got it. Zdon and Garvey stated that was the boards. Zdon said he was referring to the maintenance and Zamboni. Wimmer stated that's because the hockey association walked away from their agreement. The City never would have done it if it hadn't been for that original agreement, and now we're stuck holding the bag with people who want to have hockey – which is understandable because we've had it and it's an enjoyable thing, but the cost of it is considerably more than what was obviously anticipated when it was first completed. Wimmer doesn't know what the impact of Cambridge's two outdoor refrigerator rinks will be, obviously that's a much better system. You can have hockey longer because you're not dependent upon the weather; that's a lot of the issues we ran into there too, winters are so crazy now we don't know.

Wimmer stated that what was discussed by council was that it would be a seasonal wooden rink, it wouldn't be a permanent thing so we could still use that green space. It doesn't have to be that way.

Zdon stated that the good thing is there's a ton of space there, it's right by the warming house, and it's super level. He doesn't think they'd even need to grade it. Those are good cost saving things. It's just a matter of do we do it, how do we do it.

Wimmer stated that at this point, we don't know what the cost estimates are. Is it a 5000, 20000. Zdon said that's what we need to look at. Wimmer stated that it will have a big impact either way on the budget how it is.

Everet stated that the question she had is that if we take the boards down, do we still put in lighting? The lighting is going to be there, and will potentially be in way – or will impact the way that space is used for parking and stuff. Zdon stated that if it's on the perimeter it could still be used, along the tree line, it depends. It could be smartly done. It would work for the rinks, and it would actually be nice if there was parking or camping out there to have lights for security reasons or whatever. Wimmer asked at what cost? Garvey stated she thought we would really have to look at lighting because in the winter time, it's dark by the time kids get home. That would be the biggest cost that we would have to look at.

Zdon stated there are lights at the pleasure rink, and actually that space is big enough for a hockey rink, but it's not perfectly level. It's level where the pleasure rink is, but then it tapers off. But with some leveling, that could theoretically be the hockey rink, but it's quite far from the warming house.

Wimmer suggested that they give Everett some guideline on what you want her to research for cost because council will need hard numbers to consider.

Zdon said he didn't know if Everett could just research the cost of berming and flooding a hockey rink, just doing snow berms. That's the cheapest/easiest for the first phase, whether it's this winter or next winter. And then looking at modular, wood or plastic board systems that would come down. And obviously a lighting option, four probably. Everett asked if anyone remembered how many lights are out there; Zdon stated there are 3 at the pleasure rink now. There were four on the hockey rink, on the corners. Wimmer stated that what we would want to do is match the candlelight, and that's kind of what we do whenever we work with the power company. The lights along the road in Bluebird Park and the lights on Main Street are the only lights the city owns. All the other lights are rentals, for lack of a better word, from the power company. We pay for the power, and we pay a maintenance, but they're actually owned by them.

Garvey asked if that gives Everett enough guidance. She said she'll find out. Garvey stated they talked about this next year berming it, right? Zdon said let's get a cost on it, because it'll be labor and water, and we can only ballpark it because we don't know what weather is going to be. Always on grass, no slab. Zdon stated no lights this winter, it's not going to happen, it's not in the budget. Wimmer stated there definitely won't be lights. Zdon stated there's a little bit of lighting they would catch from the BMX street lights if they want to play at dusk, but that's really the lighting they'll get if they want to play on it this year, or go on the pleasure rink – and be nice to the little kids. Wimmer stated they can't play hockey on the pleasure rink. Garvey asked if we were still planning to maintain the pleasure rink. Wimmer stated yes, the pleasure rink will always be there.

Garvey asked if those lights were connected to the hockey rink lights. Wimmer stated they're on their own system. Everett stated she didn't know of any at this point that were on timers; Wimmer stated he believed those ones come on when it gets dark, but wasn't sure. Garvey said she was mostly wondering if they were tied in to the hockey rink – and so do they go off at 10? Everett stated she'd have to look at them, it might just be a light sensor. Garvey stated that is something to add to the research – what is the current system on/off is at the pleasure rink.

Garvey said she had an additional question. Will the hockey rink lights still be on and usable. Zdon stated they're on a switch, and that is becoming the skate park, so they'll be the lights for that. Garvey asked if we can still use them. It may be a separate discussion. Wmmer stated they won't be used at all because there's no hockey rink there. Garvey stated that people can still use that area; Wimmer asked for what.

Garvey stated people can use that slab in the fall. Zdon stated it's becoming the skate park in the spring, and Garvey responded that yes, but people can use it before the snow flies. Everett stated that, yes there is electricity to them. Garvey stated that it wasn't ever on last year, so her question is can it be on so that people can use the slab. Wimmer asked what people would be using it for and who would be responsible for turning them on and making sure they are shut off, all those kinds of things. Garvey stated that it came up from a hockey coach, just dry land hockey, basically roller hockey. Wimmer stated he wouldn't anticipate using them because it's an extra cost above and beyond, it's one of those things where the agreement was for the hockey association – Garvey stated it didn't matter if it's the hockey association, it's a citizen who wants to use that area for roller hockey practice. Wimmer stated he wouldn't anticipate us using it because it's another cost above and beyond. We can take a look at it, what the cost would be. Zdon stated there's nothing saying they can't use that space during daylight hours. Everett stated that if someone rents Bluebird Park pavilion, and they use the electricity there is a $10 fee if they're not residents or it's free if they are residents, would there be something like that we could do? Wimmer said he didn't know, he'd have to look at what the costs are and everything with that.

Witte asked to clarify that we're just talking this upcoming winter just berming and flooding. Zdon stated for sure the pleasure rink, Wimmer agreed. Wimmer stated we'll have to look at cost for a hockey rink. He stated he wanted to stress again that we're passing the preliminary levy the first week of September. There will be no new dollars after the first week of September in the budget. If we're expecting a fair amount of new cost, it has to come out of something that's already budgeted – and he would pretty much guarantee that's not going to happen, especially since we're going into negotiations with our unions as well, that will start January 1, 2017. He can't anticipate there's going to be any new money, that will impact then, there being a hockey rink next year – the 2018 season. Zdon said yes, this is future planning. Wimmer stated he wanted to make sure it was clear how the cycle works. By state law, we have to have that levy set. We can decrease it, but we cannot increase it.

Everett stated that one last concern she has heard is our ability to maintain these is difficult because, especially with the winter we had last year, when it was cold, it snowed. When it snows, the people who maintain our ice are plowing. Getting it done is a challenge. Garvey stated that in any city it is.

Zdon asked Garvey if she knew if Cambridge was on schedule to be done, she stated that yes they are. Zdon stated Cambridge will have rinks to use then. He asked if she knew if there will be an future "Owls" teams. Garvey stated it's still a big question mark.

5. Legacy Park Update – Mayor Wimmer

Wimmer stated the bank has not given its official written okay yet, the banker he's been working with doesn't believe it's going to be an issue. It's almost four months now, his guess is that from the last conversation he had with the banker is that their lawyers are trying to figure out what they need from a liability standpoint, and that's what they're having the biggest heartburn with, and trying to get whatever agreement we need to write up. It's been painfully slow. We have no leverage, it's basically out of the kindness of their hearts that they'd let us do what we want to do out there. The bankers he's talked to thought this would be great. Zdon stated he would guess they also don't want people back there messing around and getting hurt, because they own that road and those lots.

Wimmer stated the thing is that if we put up a barricade for cars, people will even more than they do now want to cut across and what we're looking at is if we can get something through there. And we said we'd do it through a temporary easement standpoint so if something does happen, it would be the city's liability. We would write what we needed, we would do everything. It wouldn't cost them a cent, we just need their approval to do it.

Garvey stated that even putting up a barricade is still not a guarantee that people aren't going to drive around them and things like that. Wimmer stated that if they do, we can pick up them up right away because they're in violation. Garvey stated that it's something, and it keeps honest people honest.

Everett stated that she did get the request from Chief that park board members see something or somebody calls them to tell they them they saw something, remind them to call PD right away. They would rather be able to respond and do something about it, because our three day later recollections don't get them anywhere. Wimmer stated that from ATVs and other things in the parks, we've had a really good response times and enforcement. The one car that was out there was confiscated. If we can get it right away, they can get on it.

6. Parks Updates – Programming

Everett stated that summer is wrapping up. Street dances when pretty well, we had challenging weather. The first started an hour late, the second one we ended about half way through, but the third one went the whole time and was great. Considering all of that, our attendance was great, the food vendors were always happy, everybody who attended was happy and spending money at our vendors which was awesome. Everybody that I've talked to loves the street dances and they would love to have them every weekend. They're a great think, that the majority at least would love to see continued. We usually plan those things over the winter as the parks brochure is getting redone. One of the food vendors asked at the end, because she's already planning next summer, about the dates because she wants to be able to come.

Two Cities is coming up. We have gotten about 10 businesses and organizations who have committed to coming to the wellness fair, we still have space for more. The sheriff hopefully will bring horses, which would be cool. We're getting in all of our orders of materials and that kind of stuff. Everett just picked up the medals today. We still have 50 people registered for the run/walk and 12 for the bike. So if you know people who like biking. She would we'll have some day-of stuff for bikes, which is easy because we don't have to enter them into the race software, we don't time the bike ride. But the 5K stuff is way easier for us if we have as many of those ahead of time as possible. But we have 50 free goodie bags for each, so hopefully we can get all of those filled. Newspaper ads should be coming out soon. It's on Facebook, but Facebook is weird now, because if people aren't interacting with you page all the time they don't see your stuff, so unless we pay for those kinds of that kind of stuff, it's hard for people to see our posts. Everett will hopefully will get time this week or next to look into what that costs because we have a budget for the event and that might be a good thing to spend money there. A lot of people have liked the page in the past, but if it's showing up on their pages it doesn't do us much good. Garvey asked if we put a flyer in the folders for schools last year. Everett stated she doesn't know about school folders, but would love to do that. They discussed what the folders were and what goes in them. Everett stated that there are some teachers we work pretty closely with, especially at School For All Seasons. She sent an electronic version to a couple of those teachers, but is happy to print them too. Garvey stated a lot of teachers are doing weekly newsletters electronically. Everett stated that sometimes schools are a little picky about what they allow being advertised to kids so we have to run through some hoops to do that, but she'll look into it. Witte stated that in previous years he has reached out to Cliff energy bars and he did that again, but they didn't want to fulfill the order because it was within 90 days. Everett stated that she'll make a note of that for future reference, and Coborn's is planning to come and they will be giving away granola bars. When we were doing our initial planning we didn't know exactly when they'd be open, so we didn't want to depend on them for big things, but next year we may be able to key them in earlier. Zdon and Garvey stated that Allina will probably be the same next year. Everett stated that the bags come from Allina health, and she worked with someone at the county this year, but would love to work with whoever comes into town.

Everett stated that the prioritized list is very close. The Bluebird climber thing still hasn't come. It sounded like when we first asked them to order it, that person who was supposed to order it quit their job,

and no one did the things they were supposed to do before they left, and we didn't find out until we started asking where it was. It hopefully will be here soon and we'll get it up before winter. There is another shipment of stuff coming tomorrow with chains, and coated ladders, connectors, and all kinds of things. Those will be installed soon.

Everett stated that the volleyball court is up and going.

Everett stated that moving into fall, movie nights will start in October. We also take volunteer groups for that. We've had Heavenly Sunshine and the scouts are pretty regular for that, so we love to have them back, but if there are other groups who want to come, they get the proceeds from the concessions those nights. Zdon asked if the movies are picked already. Everett stated that yes, they are all in the parks brochure. They get picked all at once for the October – April season.

7. Adjornment

Motion by Garvey, second by Witte to adjourn the August 23, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:34 p.m.

Dated at Isanti, Minnesota this 23rd day of August, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

RESOLUTION NO. 2016-XXX

RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2016 GENERAL ELECTION

WHEREAS, the General Election shall be held on November 8, 2016, and

WHEREAS, the City of Isanti must appoint election judges for Precinct 1 and 2 for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA as follows:

1. The following persons shall be appointed to serve as election judges and/or as alternates for the City of Isanti precinct at the General Election to be held on November 8, 2016:

   Erika Zdon (Head Judge)
   Janice Lutterman (Head Judge)
   Jodi Anderson
   Collette Brogger
   Michelle Carlson
   Margaret Enquist
   Kristin Gaffaney
   Andrea Jemelka
   Melissa Lamb
   Linda Marx
   Richard Baumgartner
   Mary Baumgartner
   Mary Bye
   Kareen Englund
   Glenn Farrell
   Lori Haigh
   Margaret Johnson
   Bonnie F. Larson
   Diana Meyer
   Judy Sorenson
   Jeanne Stafki
   Lorraine Torpy
   Rosemary Witham
   Lindsey McInnis (head judge alternate)
   Don Lorsung (head judge alternate)
   Josi Wood
   Chief Gene Hill
   Roxanne Achman

2. Election Judges (non-staff) shall be compensated for mileage to and from training, for election training, and for the hours served as an Election Judge on November 8, 2016.
3. The Head Judge (non-staff) shall be compensated at a rate of $11.00/hr and Election Judges (non-staff) shall be compensated at $10.00/hr.
4. City Staff is authorized to provide reasonably priced meals to election judges and to purchase any additional supplies needed in order to ensure elections run efficiently and effectively.
5. The Election Administrator is authorized to train and appoint election judges as necessary.

This resolution is duly adopted by the Isanti City Council this 4th day of October 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

L.4.

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF UTILITY BILLING/ACCOUNTING CLERK TO MS. BETHANY BRADLEY

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

WHEREAS, the City Council approved to advertise and accept applications to fill the vacant Utility Billing/Accounting Clerk position; and

WHEREAS, the Interviewing Panel selected Ms. Bethany Bradley as the most qualified candidate for the position; and,

WHEREAS, a successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Utility Billing/Accounting Clerk position to Ms. Bethany Bradley for the City of Isanti.
   a. The start date of employment shall be on a mutually agreed upon date following Council approval.
   b. The starting wage shall be at Step 6 of the current pay scale for the position at an hourly wage of $21.66.
   c. The employee shall be placed on six-month probation according to the Personnel Policy.
   d. Following completion of the employee's probation, and upon a successful performance review, Ms. Bradley would move to Step 7 of the pay scale.
   e. The employee shall receive all benefits as provided within the Personnel Policy.
2. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
3. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 4th day of October, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

L.5.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: September 22, 2016

MEMO

Subject: Vehicle Forfeiture ICR#16003490
1999 Pontiac Grand Prix VIN#1G2WP12K4XF230338

Background:

The City of Isanti through its Police Department have lawfully seized and forfeited a 1999 Pontiac Grand Prix. The City of Isanti holds clear title on this vehicle.

Action:

The City Council through resolution has approved the sale of forfeited vehicles at Pikes Auction of Princeton, Mn. I am requesting the Council review and approve the sale of this vehicle at the next contractor's public auction held on December 10, 2016. Pikes Auction will advertise this vehicle.

The proceeds of this sale will be deposited into the Isanti Police Department Forfeiture Fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION 2016-_____

RESOLUTION APPROVING TO SELL THE FORFEITED 1999 PONTIAC GRAND PRIX AT PUBLIC AUCTION

WHEREAS, the police department lawfully seized and forfeited a 1999 Pontiac Grand Prix because of DUI arrest; and

WHEREAS, state statute permits the sale of such vehicles under Mn. §169A.63; and

WHEREAS, the proceeds from such sale must be designated for limited use by the governmental authority to promote public safety; and

WHEREAS, they vehicle is not viable for use by the City of Isanti by any department; and

WHEREAS, the next public auction is December 10, 2016 at Wayne Pike Auction in Princeton, Mn.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the sale of such vehicle at public auction and the proceeds to be deposited into the Isanti Police Department Forfeiture Fund.

This Resolution is approved by the City of Isanti Council this 4th Day of October, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: September 22, 2016

MEMO

Subject: Vehicle Forfeiture ICR#16003658
2007 Ford Edge VIN#2FMDK49C67BB12502

Background:

The City of Isanti through its Police Department have lawfully seized and forfeited a 2007 Ford Edge. The City of Isanti holds clear title on this vehicle.

Action:

The City Council through resolution has approved the sale of forfeited vehicles at Pikes Auction of Princeton, Mn. I am requesting the Council review and approve the sale of this vehicle at the next contractor's public auction held on December 10, 2016. Pikes Auction will advertise this vehicle.

The proceeds of this sale will be deposited into the Isanti Police Department Forfeiture Fund.

Thank you for your consideration,

Chief Gene C. Hill

RESOLUTION 2016-_____

RESOLUTION APPROVING TO SELL THE FORFEITED 2007 FORD EDGE AT PUBLIC AUCTION

WHEREAS, the police department lawfully seized and forfeited a 2007 Ford Edge because of DUI arrest; and

WHEREAS, state statute permits the sale of such vehicles under Mn. §169A.63; and

WHEREAS, the proceeds from such sale must be designated for limited use by the governmental authority to promote public safety; and

WHEREAS, they vehicle is not viable for use by the City of Isanti by any department; and

WHEREAS, the next public auction is December 10, 2016 at Wayne Pike Auction in Princeton, Mn.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the sale of such vehicle at public auction and the proceeds to be deposited into the Isanti Police Department Forfeiture Fund.

This Resolution is approved by the City of Isanti Council this 4th Day of October, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: September 25, 2016

Subject: Knights of Columbus Jacket Donation / Assistance

Background:

The Knights of Columbus (KOC) of Isanti has the ability to donate new winter jackets to children in need within the Isanti Schools. They are soliciting help from the Police Department and its School Resource Officer Gau along with the school's social worker to identify children in need of a winter jacket. The identity of the recipients will remain protected.

Action:

I am requesting that the City Council review and consider the acceptance of the donation and to allow the department to assist in getting the jackets to children in need at the Isanti Schools.

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING STAFF TO ACCEPT THE KNIGHTS OF COLUMBUS WINTER JACKET DONATION FOR CHILDREN OF NEED IN THE ISANTI SCHOOLS

WHEREAS, the Isanti Police Department has the opportunity to assist the Knights of Columbus of Isanti to provide winter jackets to children in need within the Isanti Schools; and

WHEREAS, the Police Department takes every opportunity to provide better service to the community; and

WHEREAS, the identity of the recipients will be protected; and,

WHEREAS, the City of Isanti Police Department would like to allow the local paper to be present at the Police Department when the jackets are donated.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize its Police Department to receive the donated jackets and distribute them to Isanti School children that are in need.

This resolution was duly adopted by the Isanti City Council the 4th day of October, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
September 27, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Members Absent:	James Witte (Gave prior notice)
Staff Present:	Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Wimmer to approve the September 27, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from August 23, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Discuss City of Isanti Involvement in Isanti County Trails Master Plan Development

Everett explained that the county has a Bike Isanti County Committee which has been in existence for a couple of years, she was not sure when they started, they work with county staff – Isanti County Public Health, Isanti County Parks, and some of the Cambridge staff. They kind of work together on initiatives to get more trails around the area. They are cooking up a master plan that looks great, the one company that gave them a proposal back looks like it will cost about $30,000, but they are going to cover it with grants and things. They are not asking for any money from the city, but they want us, and we want to be, involved in that process so what we do works with what they're doing and our efforts can all coordinate so we can get things done a lot faster than kind of working on separate tracks.

Wimmer stated that we [he and staff] met with Barry [Wendorf] and he told him a couple things we want out of it is that we want the space on 5 to go between Isanti and North Branch, and that's where bikers go – you won't have family bikers – but bikers use that to connect over, and Wimmer wants that designated as a bike route now and then over time we can work on getting some widening, or a trail along the side is what Wendorf would definitely prefer. Then we can get that tied in to North Branch and the Sunrise Trail. In talking with the mayor in North Branch, they like that idea as well. Then we can get a regional designation for it and open up some other funding sources that way. We had some detailed discussions about how Wendorf should go about talking to some of the other entities because so far it's been – he even said – that the only things he's worked on have been just the county parks, and he hasn't had to deal with the cities and townships. Wimmer stated that especially with the townships to make sure you contact them, and you talk with them, and you give them opportunity to participate, otherwise that will not go well when you need to go across their area. Wimmer said he thinks it's a really great idea, what they're

4. River Bluff Preserve Update – DNR Visit

Everett stated that Josi Wood had worked with Dan Golner [DNR] on the plan of what was going to happen and getting all of that stuff approved. He was just up in the area doing site visits of all of the scenic easement areas that he's in charge of, so we did a walk through with him last week. Mostly, he was happy. He was happy with the community garden for sure, he said it was great and it looks like it's getting a lot of use. He was excited about some prairie restoration things in that upper area as well.

Wimmer stated that Golner was 100% happy, or he will be. He does not like our bridge. He thought it should be wood, Wimmer stated that he asked Golner if he knew of many that were like that that were all made out of wood and Golner said no, but the pictures were. Wimmer stated that it will be taken out like it's supposed to be. Everett stated that she thought it was just an aesthetics thing. Wimmer stated he had just gotten there after they had looked at the bridge, but before he left he asked Golner if we were good and he said yes. So it won't be a problem. Everett stated that we'll be adding some signage along the river, facing the river, so that people on the river know that they're looking at a park and not somebody's backyard, and that it's DNR approved. Golner was pleased with how the trails were put in, that switchback trail. Wimmer stated Golner wanted more grass to grow in the area that's been under water several times, but we're trying.

5. Parks Updates

Everett stated that she had a general overview.

Two Cities went really well, numbers are in the memo for participation. It looked like numbers up especially for the wellness fair. She was still getting finisher times when that started, so she's not sure exactly how many people went through, but it looked like great attendance especially at the beginning which was great to see. The magic show was really funny, and there were definitely more people in Cambridge this year than there were last year, there was a decent turnout for that.

Community garden season is wrapping up. The meeting is scheduled for October 12th, so we will get a better feel for how it went for everyone then. Everett shared some of the survey results, and stated that it was kind of interesting. For the most part, everyone is really, really happy. But there were a couple – someone said the soil wasn't very nutrient rich, but lots of people said the soil was perfect. So it's hard to know. Wimmer stated that anything that landed in there grew like bananas, Zdon said it looked really nice. Everett stated that there were a couple of things that came from maybe a standpoint of new gardeners, who maybe didn't know how to fix things. Or, maybe people didn't know what they were allowed to do. If they're growing something special, and that needs certain fertilizer, they're welcome to bring organic stuff in. So that can be a discussion we have. A couple of highlights: the first question was just the overall satisfaction with the garden, the scale was 0 to 5, and the average was 4, so that was looking really good. We also asked how likely they are to come back, again 0 to 5, the average was 4. There are a couple of people for whatever reason are thinking they might not come back, but most people are. Everett stated that she has a list of like 30 things that people grew in there, so that was cool, she just asked people to list what they grew, and she grouped all tomatoes together. So when you figure all of that in, tons of different kinds of things were grown in there. They have great suggestions for things to do next year. One was that they want to have some sort of community forum, so they can communicate with each other more. Which is great, and that's easy – we can put up a bulletin board, and probably put a Facebook group together or something like that too. Mostly great things came out of that. We will talk about those, and if people have other things they'd like us to know about, at the meeting on the 12th. Everett also stated that a gardener emailed to tell her that he got 55 pounds of potatoes out of his garden, and he had potato bugs all year. So even with that, he's been sharing potatoes with his family.

Movie nights are starting soon. Goosebumps is in October. In the last week, we have actually gotten four volunteer groups to sign up, so there are only 3 more to cover. Three of those groups haven't done it

6. Adjournment

Motion by Garvey, second by Wimmer to adjourn the September 27, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:23 p.m.

Dated at Isanti, Minnesota this 27th day of September, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

DRAFT

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, OCTOBER 18, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. October 4, 2016 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements
1. Parks, Recreation, and Culture Board Meeting — Tuesday, October 25, 2016 at 6:00 p.m.
2. City Council Meeting — Tuesday, November 1, 2016 at 7:00 p.m.
3. Economic Development Authority — Tuesday, November 1, 2016
   (Immediately following the City Council Meeting)
4. Planning Commission Meeting — Wednesday, November 9, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Isanti County Sheriff 9-1-1 Presentation *(Sheriff Chris Caulk)*
2. Special Event Request for WillowBridge Open House *(Nicole Simoneau)*

City Administrator Don Lorsung
3. Resolution Approving the Request from T.H. Construction of Anoka for the Final Plat of Sun Prairie Second Addition
4. Resolution Approving a Conditional Use Permit for Outdoor Storage for Kardo Properties/Conveyors Direct located at 605 12st Ave NW
5. Consider Resolution Awarding Quote and Authorization of Entering into a Five Year Contract for Annual Lift Station Service
6. Resolution Accepting Planning Commissioner Jeff Duncan's Letter of Resignation
7. Ordinance Amending City Code Chapter 227 – Loading Zones
8. Consider Ordinance Amending Chapter 227 Parking and Storage to include Portion of West Side of Centennial Drive NW

Police Chief Gene Hill
9. Resolution Authorizing Staff to Accept the Bureau of Justice Programs Ballistic Vest Grant

City Engineer Brad DeWolf

10. Storm Sewer Apron & Pond Inventory Report
11. Engineering Proposal for Railroad Avenue Trail Infill Study
12. 2017 Pavement Maintenance Project Options

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $431,694.51 and Payroll in the amount of $89,606.60
2. Contractor's Pay Request No. 02 Wastewater Treatment Improvements in the Amount of $184,792.00
3. Final Meeting Minutes for the September 6, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the September 13, 2016 Planning Commission Meeting
5. Resolution Offering the Position of Finance Director to Ms. Jackie Fisher
6. Resolution Offering the Position of Part Time Liquor Store Clerk to Ms. Christina Parsons
7. Resolution Offering the Position of Part Time Liquor Store Clerk to Ms. Beverly Harren

M. Other Communications

1. Draft Meeting Minutes for the October 4, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the October 11, 2016 Planning Commission Meeting
3. September Police Department Report
4. September Code Enforcement Report
5. September Building Inspector Report
6. October Engineering Report

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, OCTOBER 4, 2016 – 7:00 P.M.
CITY HALL

The meeting was called to order at 7:00 p.m. by Mayor Wimmer.

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser, and Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, City Clerk/Human Resources Lindsey Giese, Police Chief Gene Hill, Economic Development Director Sean Sullivan, and City Engineer Brad DeWolf

Others Present: John Droubie, Randy Pauly, Mike Demmer, Bart Demmer, Megan Hawkinson, Rick Dassinger, Sara Henry

D. Adopt Agenda

1. Mayor requested to move item L7 Resolution Authorizing Staff to Accept the Knights of Columbus Winter Jacket Donation for Children of Need in the Isanti Schools which was under Consent Agenda to item K9 under Business Items.

Motion by Lundeen, second by Collison to approve the change. Motion carried.

E. Proclamations/Commendations/Certificate Awards

None

F. Approve City Council Minutes

1. September 20, 2016 - Regular Meeting of the City Council

Motion by Collison, second by Bergley to approve the Minutes of September 20, 2016. Motion carried.

G. Citizens Input

None

H. Announcements

1. **CITY OFFICES CLOSED** Monday, October 10, 2016
   (In Observance of Columbus Day)
2. Planning Commission Meeting Tuesday, October 11, 2016 at 7:00 p.m.
3. City Council Meeting Tuesday, October 18, 2016 at 7:00 p.m.
4. Parks, Recreation and Culture Board Meeting Tuesday, October 25, 2016 at 6:00 p.m.

I. Council Committee Reports

Councilor Lundeen reported on the Fire District Meeting. The Fire District had applied for a grant for self-contained breathing apparatuses. They were denied. One of the full time fireman made a phone call to the department that got the grant. The Fire District Board just passed a resolution granting permission to buy 35 units from them which are newer and the Department will get another 10 years of life out of them. They are asking for new hires. They are looking at hiring 11 or 12 people with 2 or 3 for Isanti and the rest distributed between Station 2 and 3. Lundeen mentioned that hiring a new Fireman is expensive, and that it typically costs about $8,000 per newly hired individual for training, etc.

Mayor Wimmer shared that he, along with Economic Development Director Sean Sullivan, met with Governor Dayton today, October 4th at SnoBear. He explained that they discussed a number of things but highlighted the Economic Development tools we are using as a City, primarily the MN Investment Fund and the Job Creation Fund. Both have come under attack at the Legislature. One of the big reasons is that some outstate Legislators don't believe they are used by anyone outside of the seven county metro area. This was an opportunity to highlight that we definitely do use them, as well as other communities. Without these funds and incentives, we wouldn't have been able to get a business like SnoBear to come to Minnesota from North Dakota. It was really interesting to the Governor and his staff that we were able to get someone from the Dakota's back to Minnesota. The City staff shared a long list of projects, approximately 9 or 10, that the City has done since 2008 using the MN Investment Fund and some of the other programs. Time was spent talking about that and the Governor toured the facility. The City also conveyed some of the key items that we believe should be taken up in the next Legislative Session. The Mayor praised Sean Sullivan explaining to the Governor that the most important thing about doing a great job within every organization is having great staff, and Sean is definitely a key part of our Economic Development.

J. Public Hearings

K. Business Items

1. Resolution 2016-294 Approving Special Event Request for Art and Science Academy Parent Advisory Council Trek-or-Treat Walkathon

   Megan Hawkinson represented the Parent Advisory Council of the Art and Science Academy. She explained that they will be holding the second annual Trek-or-Treat Walkathon. This year all of the funds will go to purchase Chrome Books for the students for their technology and art classes. Their starting goal is $10,000 and they are hoping to have an annual goal of up to $25,000 with their different events. Hawkinson explained they are asking for a permit for the event and also blocking off parking on 6th Avenue Court so that the businesses and the buses are not obstructed by the participants. Mayor added that Chief Hill has also signed off.

Motion by Lundeen, second by Bergley. Motion carried.

2. Consider Ordinance 2016-654 to Amend City Code 8-18: Committees and 8-10: Per Diem Fee for Service on Boards to Include Bike Isanti County Committee and Resolution 2016-295 to Amend the Designation of Committees and Representatives for City Commissions and Advisory Boards for Year 2016 to include Bike Isanti County Committee

This Committee was started by Isanti County to put together a comprehensive walk and bike trail system within the County. They started with just their Park's Staff and it now includes Cambridge. Cambridge has staff involved and a council member appointed to it. We are looking forward to our future trail connections which would be a route that takes us to North Branch, which connects to the Sunrise Trail, which then connects to the Munger Trail. We can then work on getting a regional designation. That designation opens up more funding for us. Mayor wants to assure Isanti is represented. Public Service Director/Assistant City Administrator Josi Woods, Community Events & Park Coordinator Katie Everett, and Mayor Wimmer met with Isanti County Parks Director Barry Wendorf last week to discuss this comprehensive plan. Mayor requested that City Code 8-18 and 8-10 be amended to include Bike Isanti County Committee. Katie Everett will be our staff appointed with Mayor Wimmer as the Council Representative for 2016.

Motion by Bergley, second by Collison. Motion carried.

City Administrator Don Lorsung

3. Resolution 2016-296 and Services Agreement for Development Legal Services from Campbell Knutson PA

Motion by Lundeen, second by Lorinser. Motion carried.

4. Resolution 2016-297 Accepting Proposal for Software Conversion Assistance Services from Abdo Eick & Meyers LLP

Motion by Lorinser, second by Collison. Motion carried.

5. Resolution 2016-298 Approving Audit Services Proposal

Motion by Collison, second by Lundeen. Motion carried.

6. Resolution 2016-299 Approving Agreement for Labor Legal Services

Motion by Lorinser, second by Bergley. Motion carried.

7. Consider Ordinance to Amend City Council Chapter 227 Parking and Storage to include West side of Centennial Dr. NW – item tabled

Due to school buses being staged along Centennial Ave NW and the safety hazard that it presents, DOAC recommends amending City Code to include no parking signs be placed on the West side along Centennial Drive NW from Spirit Brook Drive SW to Heritage Blvd NW. There is a congestion issue into the parking lot, there is an access issue, and an equity issue. Principal Randy Pauly addressed the Mayor and Council and thanked them for the opportunity to speak. He handed out a schematic of the current issue and two suggestions/solutions to address the issue. Principal Pauly told the Council that this is definitely something he would like to discuss and explained he first became aware of the issue when the District Building and Grounds Coordinator Eisenbacher, received an email from Josi Wood last week. She informed him and the District of the expected decision tonight on moving forward with this agenda item. Pauly requested, if possible, to delay a decision for at least two weeks, so that they can sit down with the City and come up with a possible solution. Mr. Pauly and Mr. Droubie, the Assistant Principal, both agree that having no parking on one side of the street, is a good idea. That the school has options to move the buses into the parking spaces they currently have. In his four years in the district, it has never been an issue. He explained that the

reason he appeared is to see if they can hold off on legislating or making a legal decision to something that can be solved without that. Bergley requested clarification of Pauly's concern with the proposal presented. The proposal before the Council would result in no parking on the West side. He would prefer the parking be allowed on the West side. If they park on the East side they have to cross the street to get to the school site. If the issue is having the buses in the street, that is something the school can handle within our current space, that it is not necessary to place no parking signs on the West side just to get the buses out of there. The Mayor explained there are a few issues. The first is the buses not being on the West side, and the visibility and trying to make the turn when the buses are there. Also, when there are events, both sides are filled. There isn't a clear answer if East or West is better. When it comes to pick up and drop off, people get the lined up and are also through the back. The Mayor also indicated that to his knowledge, there may not have been any kids run over, but there have been near misses. Mr. Pauly stated if that is the case, it is the first he has heard of it. In his four years, he has not had any comments from parents or community members of an issue. Council member Collison suggested shortening up the No Parking between signs. Councilor Bergley thanked the Mayor for his concern and suggested the Council postpones a decision and works with Mr. Pauly and the School to see if a solution can be found that works for both City and School. The Mayor agreed they can sit down and discuss it. Councilor Lundeen disagreed and believed it should not be put off any longer, that the sooner it is addressed, the sooner it will get done. Issues of miscommunication were also discussed. The Mayor stated the City will respect Pauly's request and asked that the School District do the same and respect his request regarding a separate issue which was brought up at a prior City Council meeting. It was confirmed they would meet during DOAC at 8:30 am, Thursday, October 6.

Motion by Bergley, second by Lundeen to table the item until the next meeting so as further discussion with the School District may happen. Motion carried.

Economic Development Director Sean Sullivan

8. Consider Resolution 2016-300 Authorizing Execution of Repayment Agreement with Prairie Senior Cottages of Isanti, LLC for Lot 1, Block 1, Bank Site Second Addition

Motion by Lorinser, second by Lundeen. Motion carried.

9. Resolution 2016-301 Authorizing Staff to Accept the Knights of Columbus Winter Jacket Donation for Children of Need in the Isanti Schools

   Chief Hill introduced Rick Dassinger of the Knights of Columbus with the St. Elizabeth Ann Seton Church. Hill explained that their organization has donated jackets last year as well as this year to children of need of the Isanti School District. They have asked for the help from the City to identify some of those in need so it can be done anonymously. Our school resource Officer working with the school social workers will identify those in need and get these jackets to them. They currently have 24 jackets which will be distributed immediately and they can get more if needed. This program is growing and they are looking at making this project bigger next year. Mr. Dassinger then explained that they received two boxes for the City of Isanti last year and this year, Knights of Columbus received two more boxes. He explained they also have two boxes for St. Elizabeth Ann Seton's Church, and if the need is there, they will up it next year to maybe 6 boxes. Mayor Wimmer asked how many jackets were in a box. Dassinger responded that there were 12. He also went on to say that they are good quality coats.

Last year they were made by Columbia, and this year he could not recall the manufacturer, but that the coats are very well made. The Knights of Columbus Supreme Council negotiates the prices with the manufacturer each year. This is a Nationwide program. He also mentioned that if need be, they can purchase adult size jackets, however, right now the focus is kids' coats. He explained that they also have boxes at the church to put gently used coats, hats, mittens, overshoes, etc. Mayor Wimmer expressed his love of the idea, explaining that as a boy he relied on the great nuns at the Holy Rosary Catholic Church in Medford, Wisconsin (his home town) for jackets and bedding for about nine years of his life, and has a great appreciation for what the Knights of Columbus is doing.

Motion by Lundeen, second by Bergley. Motion carried.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $526,544.84 and Payroll in the amount of $100,128.64
2. Final Meeting Minutes for the August 23, 2016 Parks, Recreation and Culture Board Meeting
3. Resolution 2016-302 Appointing Election Judges for the 2016 General Election
4. Resolution 2016-303 Offering the Position of Utility Billing/Accounting Clerk to Ms. Bethany Bradley
5. Resolution 2016-304 Approving the Sale of Vehicle Forfeiture ICR#16003490, 1999 Pontiac Grand Prix VIN#1G2WP12K4XF230338
6. Resolution 2016-305 Approving the Sale of Vehicle Forfeiture ICR#16003658, 2007 Ford Edge VIN#2FMDK49C67BB12502

Motion by Lundeen, second by Bergley. Motion carried.

M. Other Communications

1. Draft Meeting Minutes for the September 27, 2016 Parks, Recreation and Culture Board Meeting

Adjournment

Motion by Lorinser, second by Bergley. Motion carried. The meeting was adjourned at 7:27 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

K.2.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events & Parks Coordinator

Date: October 18, 2016

Subject: Special Event Request for WillowBridge Open House

Background

The City received a special event application from Nicole Simoneau for an open house for WillowBridge to be held on Friday, November 4, 2016. The open house will take place at WillowBridge, 4 Enterprise Ave NE, Isanti, from 5:00 pm and 8:00 p.m, and will include live music, and special offers on services and products.

The organizer has stated that the event will occur indoors at her business on leased property as permitted by Keith Peterson, the property owner. Overflow parking will take place in the Junction Bowl parking lot. The event is open to the public therefore the exact attendance is unknown but anticipated to be about 300.

Ms. Simoneau will be cleaning up after the event and does not expect any overflow garbage to occur outside. The required clean-up deposit fee of $100 has been submitted.

A copy of the application, event description and departmental review has been attached for City Council review.

Staff Request

City staff is requesting action on this item.

Attachments

- Resolution No. 2016-XXX
- Special Event Application
    - Staff Review Checklist
    - Special Event Application Form
    - Letter of Permission from Property Owner
    - Letter of Permission to use Junction Bowl Parking Lot
    - Liability Insurance

RESOLUTION 2016-

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT REQUEST FOR WILLOWBRIDGE

WHEREAS, Nicole Simoneau, the Applicant, will be hosting an Open House for WillowBridge on Friday, November 4, 2016; and

WHEREAS, the time for this event is scheduled to begin at 5:00 pm. and end at 8:00 p.m.; and,

WHEREAS, the event is open to the public and the estimated number of participants is 300; and,

WHEREAS, the event will take place at the business establishment at 4 Enterprise Ave NE, Isanti; and,

WHEREAS, the primary parking for the event will be within the business lot, with overflow parking occurring in the Junction Bowl parking lot, with permission from the owners; and,

WHEREAS, the Applicant will clean-up after the event and has submitted the required $100 clean-up deposit fee;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve the Open House for WillowBridge event to be held on November 4, 2016 with the following conditions:

- Any temporary signage shall require the necessary application to be submitted to the City for review and approval. Signature authorizing approval for their placement on private property must also be obtained.

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota that this Resolution is hereby the 'Permit' for the above stated Special Event.

This Resolution hereby approved by the Isanti City Council this 18th day of October, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

SPECIAL EVENT PERMIT APPLICATION

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

Clean-Up Deposit Fee: $100

Submittal Date: September 29-16

APPLICANT INFORMATION

Sponsoring Entity (if applicable): _____

Contact Person: Nicole Simoneau

Address: 4 enterprise Ave NE Suite 1

City: Isanti State: MN Zip: 55040

Phone: 763-552-6161 Fax: ___-___-___ Cell: ___-___-___

E-mail: NicoleS@willowbridgecenter.com

Secondary Contact Person: Steph Edoff

Address: Same

City: _____ State: _____ Zip: _____

Phone: ___-___-___ Fax: ___-___-___ Cell: ___-___-___ E-mail: _____

EVENT INFORMATION

Date(s) of Event: November 4-16

Hours of Event: 5pm - 8pm

Type of Event: Open House

If additional space is needed, use blank page at the end of this document:

Description of the Event: Open house w/ live music & shopping

event will be inside Willow Bridge @ 4 enterprise Ave

all in door

List of Activities: live music, Service Specials, product Specials

Proposed Location of the Event (be specific): Willow Bridge (4 enterprise Ave)

Estimated Number of People in Attendance (includes staff, participants, and spectators): 300

ITEMS TO ACCOMPANY THE APPLICATION

1. Application Form
2. Clean-up Deposit Fee, if applicable
3. Proof of Insurance or Certificate of Insurance
4. Signed Release and Indemnification Agreement, if event on City owned property
5. Site Map
6. Temporary Sign Permit Application, if applicable
7. Approval Letter from the Property Owner
8. Information regarding Vendors, if applicable
9. Proof of written notification to property owners within 350 feet of the special event
10. Supplemental information as requested by City staff

The following information is required for consideration. Place and "X" next to items pertaining to your event. If not applicable, please place an "N/A" in the space provided.

X Proof of Insurance or Certificate of Insurance (**REQUIRED** for all events)

____ Release and Indemnification Agreement (**REQUIRED** for all events held on City property. Please sign and attach to the application.)

X Selling / Consumption of Alcohol - tasting - no Sale

____ Site Map (**REQUIRED** for all events) - A diagram of the proposed area to be used showing the location of barricades, security fencing, entertainment, stages, toilets, parking areas, trash containers, and any other items relating to the event should be attached to the application.

____ Parking Impact (**REQUIRED** for all events) – Describe in detail: over flow asked Junction Bowl for permission

We provide parking attendants

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

_____ Special Signage (Temporary Sign Permit Application will also be required) – Describe: _____

_____

_____

_____

N/A Approval Letter from Property Owner (**REQUIRED** for all events, unless occurring on public property. Attach to the Application)

_____ Vendors will be present at the event (Attach information to the Application)

_____ Tents, equipment, amusement rides, etc.
Size: _____
Location: _____

_____ Fire Prevention or EMS – If needed, please specify and if being provided, please identify the name or entity providing these services: _____

_____

_____

_____ Fireworks

_____ Street Closure – if yes, what streets: _____

_____

_____

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

_____

_____

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

_____

_____

_____ Clean-up Plans – Describe in detail: All indoor

_____

_____

X Live entertainment – Describe in detail: Kenny & Gwen

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

____ Proof of written notification to property owners within 350 feet of the special event. (Attach to the application.)

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

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

APPLICANT SIGNATURE

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

Applicant Signature: [signature]

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

Fire Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Police Chief
__X__ Approved _____ Denied _____ N/A Signature: Email Approval (attached)

Public Services Director
__X__ Approved _____ Denied _____ N/A Signature: Orin Wood

Community Events & Parks Coordinator
__X__ Approved _____ Denied _____ N/A Signature: Katie Everett

Community Development Director
__X__ Approved _____ Denied _____ N/A Signature:

City Administrator/City Clerk
__X__ Approved _____ Denied _____ N/A Signature:

City Council
_____ Approved _____ Denied

Date of Review: _____

- Letter for parking at Junction Bowl has been requested
- Certificate of Liability Required (attached)
- Temporary Signage requires a permit through the Community Development Department. -LMA

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

Isanti Parks

From: Nicole Simoneau <nicolemsimoneau@hotmail.com>
Sent: Wednesday, October 12, 2016 3:24 PM
To: Isanti Parks
Subject: Wine tasting

The wine tasting has been moved to The Green Table at our open house. WillowBridge will not be offering wine tasting.

Sent from my iPhone

Isanti Parks

From: Chief Gene Hill
Sent: Monday, October 03, 2016 8:58 AM
To: Isanti Parks
Subject: RE: Special Event Permit (October 18 Council)

Katie,

APPROVED if they are not over occupancy...my only concern would be maximum occupants for the space. I see they estimate 300 people

Respectfully,

Gene C. Hill
Chief of Police
Emergency Management Director
Isanti Police Department
401 1st Ave. NW.
PO BOX 428
Isanti, Mn. 55040-0428

Px# (763) 444-4761
Fax# (763) 444-4868

"The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. SEC 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosure under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify the sender by telephone."

From: Isanti Parks
Sent: Monday, October 03, 2016 8:50 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event Permit (October 18 Council)

Good morning!

I have attached the special event permit application for the WillowBridge open house on November 4. The event will take place indoors at their location, but they are expecting overflow parking to take place in the Junction Bowl lot. There are no requests for assistance from PD or Fire.

Please respond with your approval or comments at your convenience.

Thank you,

Isanti Parks

From: Al Jankovich <aljankovich@isantifiredistrict.org>
Sent: Thursday, October 06, 2016 1:26 PM
To: Isanti Parks
Subject: RE: Special Event Permit (October 18 Council)

Isanti Fire District accepts the November 4, 2016 WillowBridge open house special event application as presented. Al Jankovich | Fire Chief

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

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From: Isanti Parks [mailto:IsantiParks@cityofisanti.us]
Sent: Monday, October 3, 2016 8:50 AM
To: Fire Department - Al Jankovich - Full Time (aljankovich@isantifiredistrict.org) <aljankovich@isantifiredistrict.org>; Chief Gene Hill <ChiefHill@cityofisanti.us>
Subject: Special Event Permit (October 18 Council)

Good morning!

I have attached the special event permit application for the WillowBridge open house on November 4. The event will take place indoors at their location, but they are expecting overflow parking to take place in the Junction Bowl lot. There are no requests for assistance from PD or Fire.

Please respond with your approval or comments at your convenience.

Thank you,

Katie Everett
Community Events and Parks Coordinator
City of Isanti
110 1st Ave NW
P.O. Box 428
Isanti, MN 55040

Office: 763-444-5512
Cell: 763-772-5856
Fax: 763-444-5560

CERTIFICATE OF INSURANCE

This certifies that
- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder: Willow Bridge Inc

Address of policyholder: 4 Enterprise Ave NE Isanti, MN 55040

Location of operations: 4 Enterprise Ave NE Isanti, MN 55040

Description of operations: Salon

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)
93-K4-1906-3	Comprehensive Business Liability	03/21/2016	03/21/2017	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Underground Hazard Coverage ☒ Personal Injury ☐ Advertising Injury ☐ Explosion Hazard Coverage ☐ Collapse Hazard Coverage ☒ Liability ☐			Each Occurrence $ 1,000,000 General Aggregate $ 1,000,000 Products – Completed Operations Aggregate $ 1,000,000
	EXCESS LIABILITY ☐ Umbrella ☐ Other	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence $ Aggregate $
93-CF-B285-1	Workers' Compensation and Employers Liability	03/21/2016	03/21/2017	Part 1 STATUTORY Part 2 BODILY INJURY Each Accident $ 100,000 Disease Each Employee $ 100,000 Disease - Policy Limit $ 100,000

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD Effective Date	POLICY PERIOD Expiration Date	LIMITS OF LIABILITY (at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 10 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

City of Isanti

Signature of Authorized Representative
Debi Michaels 10/04/2016
Title Date

Agent's Code Stamp

AFO Code F724

State Farm

State Farm Payment Plan
PO Box 44110
Jacksonville FL 32231-4110

AT1 000567 0006 1018-3719-05 23-7370

WILLOWBRIDGE INC
4 ENTERPRISE AVE NE
ISANTI MN 55040-6813

ST-1
0101-1000

Notice of Payment Due

State Farm Payment Plan:
Accountholder Name: WILLOWBRIDGE INC

Total Amount Due: **$528.70**
Due By: **UPON RECEIPT**

Agent Chuck Swenson Ins Agcy Inc
227 Main St S
Cambridge MN 55008-1526
Phone: 763-689-4521

1004429 143163 203 01-30-2015

Important Information

- State Farm cares about the security of your information. We have recently enhanced how customers are verified. You may be asked new questions to verify your identity when you access your account online or call into our contact center.
- This notice is for premium that would normally be due AUG 21, 2016.
- Changes and payments made after August 11, 2016 will be reflected on a subsequent billing notice.
- If you have any questions or would like to discuss other State Farm products, your agent is ready to assist you.

Thanks for letting us serve you!

↓**Please fold and tear here**↓

Power To Pay Your Way

Online PC or mobile devices

Mobile Download our Pocket Agent app

Mail Send us a check

Call your Agent: 763-689-4521
Automated Line: 1-800-440-0998
Key code: 2742398588

Walk In See your State Farm Agent

If you have moved, please contact your agent.

State Farm

Accountholder: WILLOWBRIDGE INC
SFPP Account Number: 1018-3719-05

Amount Due: $528.70
Please pay UPON RECEIPT
Make payment to State Farm

0500610314
Insurance Support Center
P.O. Box 680001
Dallas, TX 75368-0001

For Office Use Only

SFPP Bill	$528.70	1031

200630500052870 50010183719051130 5>

000599

Account Summary	
Last Amount Billed	$815.08
Last Amount Paid AUG 3, 2016	-528.70
Difference	286.38
Current Installment	262.85
Policy Changes	-23.53
Service Charge	3.00
Total Amount Due Upon Receipt	**$528.70**

Policy Details

Policy Number	Description	Installment & Current Changes	Amount
	BUSINESS - OFFICE SEE POLICY SCHEDULE LOCATIONS	▶ Monthly Installment ▶ 1 installment(s) of 262.85 required to pay policy current. ▶ Coverage on this policy has not been reinstated to date.	$262.85 262.85
	WORKERS COMPENSATION	▶ Billing through payment plan has been discontinued. • There is a credit reflected on this bill to offset a previous balance from a prior bill..	$-286.38

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

» Don't just cherish the moments, protect them.

Marriage. Adding to the family. Retirement.

These are big moments in life for you to enjoy – and also protect. Your State Farm® agent is *here to help life go right.*™

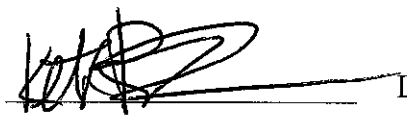
Call your State Farm agent today.

To Whom It May Concern:

I am the owner of the property located at 4 Enterprise Avenue NE in Isanti, MN 55040.

I give my authorization and approval for WillowBridge to have their event on Friday, November 4th 2016.

Sincerely,

 Date: 9-25-16

Keith Peterson

612-240-2620

To Whom It May Concern:

I give my authorization and approval for WillowBridge employees to park on our property, for their event on November 4th 2016.

Sincerely,

Kathleen Linstell Date: 10-11-16

Junction Bowl

A Community For Generations.

Isanti

K.3.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: October 18, 2016

Subject: Request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Background

In September the Planning Commission and City Council approved the Preliminary Plat of Sun Prairie Second Addition for 11 Single Family lots subject to the following conditions:

- The developer shall install 1 tree per 50 of lot frontage (roughly 21 trees)
- The developer needs to be informed that they are to avoid curbstops within the driveway.

The developer is aware of the conditions and has provided all necessary title work.

The City Engineer's memorandum dated September 6, 2016, recommends approval.

Staff recommends approval of the Final Plat of Sun Prairie Second Addition.

Certification of Taxes Paid

Prior to approving an application for Final Plat, certification must be provided to the City that there are no delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on October 4, 2016; that all taxes associated with the property were current.

Public Notice

Written notification was sent to surrounding properties owner located within 350' of said development. Such letters were sent on September 26th, 2016.

Public Comments

Shirley Olson, 1250 Heritage Blvd NE, called in regards to access to her property. She was informed that there remains a significant amount of frontage along Heritage Blvd NE/County Rd 5 that provides access to her property. She was also informed that there may be access in the future from Isanti St NE once it is annexed and provided city infrastructure.

Deadline for City Council Action

The applicant submitted an application for Final Plat approval on September 6, 2016. City staff did verify that the application was complete on September 12, 2016. Pursuant to Minnesota State Statute, the City must act on this request by November 11, 2016 (60-days); unless an extension of the review period has been agreed to by the applicant.

Planning Commission Recommendation:

Motion by Lundeen second by Bergley to recommend approval of the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.

2. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

Motion carried unanimously.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota for the following reasons……
4. Table: Motion to table the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016-XXX
- Findings of Fact and Conclusions
- City Engineers Review Comments dated 9.6.2016
- Final Plat for Sun Prairie Second Addition as prepared by E.G. Rud and Sons, Inc.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING THE FINAL PLAT OF SUN PRAIRIE SECOND ADDITION, LEGALLY DESCRIBED AS OUTLOT F, SUN PRAIRIE FIRST ADDITION

WHEREAS, TH Construction of Anoka, Inc. has made application for Final Plat Approval for Sun Prairie Second Addition; which is legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota; and,

WHEREAS, the Isanti Planning Commission conducted a public hearing on the Final Plat on October 11th, 2016; and,

WHEREAS, all required public notices regarding the public hearing were posted and sent; and,

WHEREAS, the Isanti Planning Commission had recommended approval of the requested Final Plat based upon the Findings of Fact and Conclusion as presented with conditions; and,

WHEREAS, the City Council reviewed the Final Plat request at its meeting on October 18th, 2016; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that it adopts the Findings of Fact and Conclusion related to the requested Final Plat and **BE IT FURTHER RESOLVED** that the requested Final Plat Approval from TH Construction of Anoka, Inc., be approved with the following conditions:

1. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.

2. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

Adopted by the Isanti City Council on this 18th day of October 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The applicant, TH Construction of Anoka Inc. ('the applicant'), has made an application for Final Plat Approval of Sun Prairie Second Addition.
2. The property is legally described as Outlot F, Sun Prairie First Addition, Isanti County, Minnesota.
3. The Applicant is requesting Final Plat Approval in an effort to create 11 single family lots.
4. Such requests are considered a major change requiring a public hearing and notification of all property owners within 350'; and final approval by the City Council.
5. The Applicant submitted a complete application for Final Plat Approval on September 6, 2016.
6. A public hearing date before the Planning Commission was scheduled for Tuesday, October 11, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
7. Notice of the Final Plat Approval was published within the Isanti County News on Wednesday, September 28th, 2016. Notices were sent to all property owners located within the development and within 350 feet of the subject property.

Conclusions

1. The subdivision of the property would appear to meet the lot requirements and setback requirements as provided within the zoning ordinance for properties located within the "R-1" Single Family Residential District for Sun Prairie Second Addition.
2. The subdivision of the property would appear to meet the Design Standards as required by Ordinance No. 536.

Decision

The Planning Commission held a public hearing on the item at the **October 11th, 2016** meeting. The meeting minutes, staff memo and exhibits will be made part of the Findings of Facts and Conclusions.

Planning Commission Recommendation:

Motion by Lundeen second by Bergley to recommend approval of the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.

2. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar

transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

Motion carried unanimously.

BOLTON & MENK
Real People. Real Solutions.

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

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

MEMORANDUM

Date: September 6, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Sun Prairie 2nd Addition – Final Plan Review
City of Isanti, MN
Project No.: R13.111162

We have reviewed the Final Plat created by E.G. Rud & Sons, Inc. entitled "Sun Prairie Second Addition" with a preliminary copy date of September 6, 2016.

The plat includes subdividing Outlot F of Sun Prairie 1st Addition into 11 residential lots. The site was graded and sewer and water services were stubbed out in anticipation of this 11 lot layout as part of the Sun Prairie 1st Addition construction.

We have reviewed the submitted final plat and have no comments.

We recommend approval of the final plat as submitted.

Please contact me if you have any questions.

Bolton & Menk is an equal opportunity employer.

PRELIMINARY COPY
9/6/16

SUN PRAIRIE SECOND ADDITION

KNOW ALL MEN BY THESE PRESENTS: That T.H. Construction of Anoka, Inc., a Minnesota corporation, owner, of the following described property situated in the State of Minnesota, County of Isanti, to wit:

Outlot F SUN PRAIRIE FIRST ADDITION, Isanti County, Minnesota.

Has caused the same to be surveyed and platted as SUN PRAIRIE SECOND ADDITION and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said T.H. Construction of Anoka, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

T.H. CONSTRUCTION OF ANOKA, INC.

_____

_____

STATE OF MINNESOTA
COUNTY OF _____
The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, _____ of T.H. Construction of Anoka, Inc., a Minnesota corporation, on behalf of the corporation.

_____
Notary Public _____ County, Minnesota
My Commission Expires _____

I Daniel W. Obermiller do hereby certify that I have surveyed and platted or directly supervised the survey and platting of the property described on this plat as SUN PRAIRIE SECOND ADDITION; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS Section 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

_____
Daniel W. Obermiller, Land Surveyor
Minnesota Registration No. 23341

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____ 20____ by Daniel W. Obermiller, Land Surveyor.

_____
Notary Public Anoka County, Minnesota
My Commission Expires _____

Approved as to form and execution this ____ day of _____ 20____.

_____
Isanti County Attorney

Recommended for approval this ____ day of _____, 20____.

_____
Isanti County Engineer

Approved by the planning commission of the City of Isanti, Minnesota, this ____ day of _____, 20____.

_____ Attest _____
Secretary

We hereby certify that on this ____ day of _____, 20____ the City Council of Isanti, Minnesota, approved this plat and that the conditions of Minnesota Statutes Section 505.03, Subd. 2, have been fulfilled.

_____ _____
City Administrator

ISANTI COUNTY AUDITOR
No delinquent taxes and transfers entered this ____ day of _____, 20____.

_____
Isanti County Auditor

ISANTI COUNTY TREASURER
Taxes for the year 20____ on the land described herein are paid.

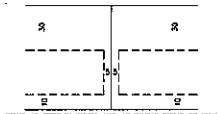
_____
Isanti County Treasurer

ISANTI COUNTY RECORDER
I hereby certify that this instrument was filed in the Office of the Isanti County Recorder for record on this ____ day of _____, 20____ at ____ o'clock ___m. and was duly recorded as Document Number _____.

_____
Isanti County Recorder

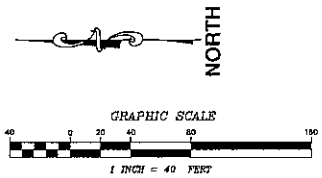
EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 30 FEET IN WIDTH AND ADJOINING REAR LOT LINES UNLESS OTHERWISE SHOWN.

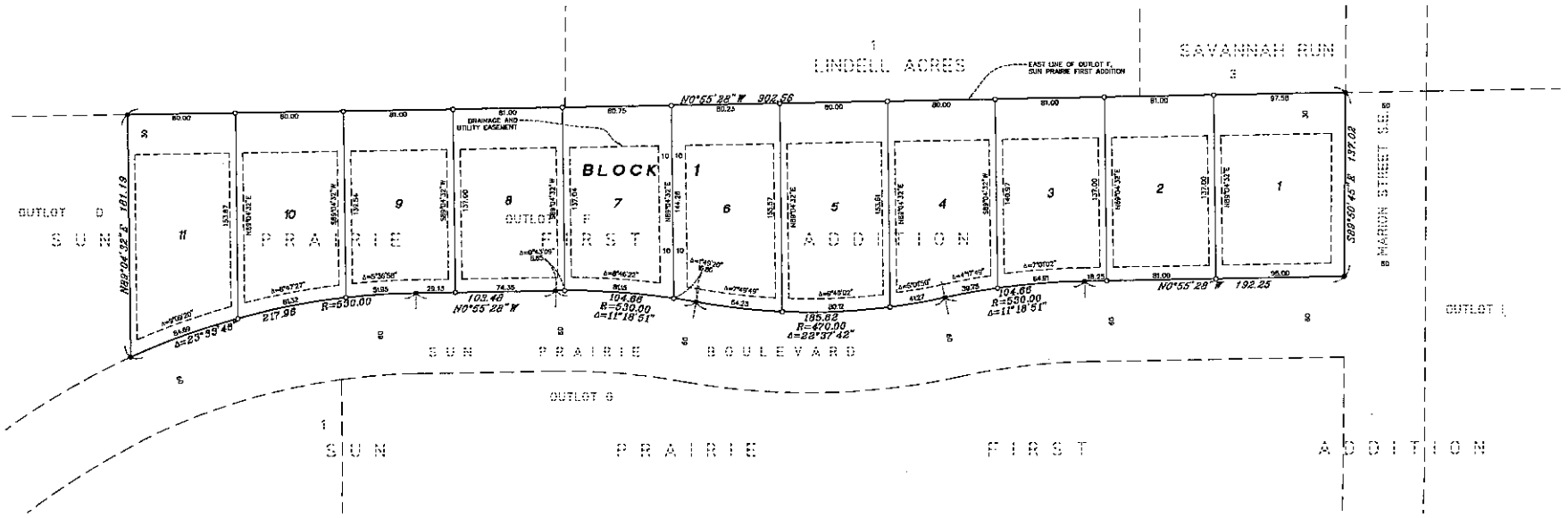
(NOT TO SCALE)



For the purposes of this plat, the east line of Outlot F, SUN PRAIRIE FIRST ADDITION is assumed to bear North 00 degrees 33 minutes, 28 seconds West.

● DENOTES FOUND IRON PIPE MONUMENT AS LABELED.

○ DENOTES A 1/2 INCH DIA 14 INCH IRON PIPE, WITH PLASTIC CAP INSCRIBED R.L.S. NO. 23341, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 505.021, SUBD 10.



E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: October 18, 2016

Subject: Request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota.

Background

In November 2015 staff met with businesses with outdoor storage who have been operating without the required Conditional Use Permit. The businesses have been given until October 31, 2016 to bring their properties into compliance and apply for a conditional use permit.

Outdoor storage requires screening on all visible sides. Conveyors Direct (Kardo Properties, LLC) has two storage containers on the west side of their lot which requires screening. The attached site plan indicates the location of the storage containers. A 6-foot-high, treated lumber fence will be installed around the containers. The fence will be painted gray to match the building once the wood has seasoned enough to accept paint. The plans indicate that Class 5 will be used as the surfacing material within the storage area.

Staff Recommendation:

Staff recommends approval of the conditional use permit subject to the conditions for outdoor storage.

Comprehensive Plan

The Industrial Land Use category "provides for areas in the community for industrial related businesses including manufacturing, warehousing, automotive, trucking, office and other related industrial uses. This designation is primarily located on the north portion of the community between the railroad and Highway 65. These uses are not as compatible with residential as well as some commercial uses. In locations where the use may be located near residential and/or more sensitive commercial uses, screening and berming should be used to reduce its impact".

Zoning Ordinance Provisions

The "I-1" Industrial Park District is established, in an effort to expand upon employment opportunities within the community. The purpose of the Industrial Park District is to group industrial uses in locations that have adequate and convenient access to major streets, highways and the railroad line. While the City is predominately residential in character, industrial uses are an important part of the City's land use pattern. Regulations encourage the development of industrial uses that are compatible with surrounding and abutting land uses. In order to accomplish this compatibility, development within the district is intended for administrative, wholesaling, manufacturing, warehousing, office, and related uses which can maintain high standards of appearance, through building design, site design, and landscaping / screening, and not require a high level of public services. With proper control, these areas should be compatible with commercial or residential areas.

Conditional Use Permit Requirements

Upon review of a Conditional Use Permit request, the Zoning Ordinance provides factors and standards that must be reviewed by the Planning Commission. Section 21, Article 2 Conditional Uses states:

D. The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   2. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   3. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   4. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
   5. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
   6. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
   7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
   8. The conditional use complies with the general and specific performance standards as specified by within this Article.

Outdoor Storage Requirements

A. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
B. Outside storage area shall not be placed within required parking or loading areas, which are deemed necessary to meet code requirements.
C. Outside storage areas shall be located within the rear yard; however, outdoor storage may be located within the side yard, providing the side yard is not adjacent to or across the street from any residentially zoned property.
D. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.
E. Cars, vans, and pickup trucks parked outside and used by employees and/or visitors in the normal course of business operation will not be construed as outdoor storage. Further, outside parked trucks and semitrailers used in conjunction with normal business activities will not be construed to be outdoor storage provided (a) the total number of trucks and semi-trailers does not exceed the number of docks and/or bay doors; (b) such vehicles are currently licensed by the State of Minnesota and are in the process of delivering or picking up goods or materials, and (c) such use is not construed as an operation listed as a conditional use in the industrial zone. All other vehicles and/or equipment associated with the business shall meet the fencing and screening requirements as stipulated within this ordinance.

Certification of Taxes Paid

Prior to approving an application for approval of a Conditional Use Permit, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on October 4, 2016; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on September 28, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment
To date, no public comment or questions had been received.

Deadline for City Council Action
The City of Isanti received a complete application for a Conditional Use Permit on September 6, 2016. Pursuant to Minnesota State Statute, the City must act on this request by November 5, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Planning Commission Recommendation:
Motion by Lundeen second by Bergley to recommend approval of the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Motion carried unanimously.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota for the following reasons…….
4. Table: Motion to table the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Site Plan layout

RESOLUTION NO. 2016-

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT (CUP) FOR KARDO PROPERTIES, LLC FOR OUTDOOR STORAGE THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 2, ISANTI CENTENNIAL COMPLEX

WHEREAS, Kardo Properties, LLC currently owns the property at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex; and,

WHEREAS, the petitioner has requested a Conditional Use Permit (CUP) to allow for outdoor storage; and,

WHEREAS, the property is located within the "I-1" Industrial District, which requires a Conditional Use Permit (CUP) for outdoor storage; and,

WHEREAS, following publication, posted and mailed notice thereof, the City of Isanti Planning Commission conducted a public hearing on the proposed Conditional Use Permit on September 28th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Conditional Use Permit subject to the conditions as listed below based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Conditional Use Permit at its regularly scheduled meeting on October 18th, 2016; and,

WHEREAS, the City Council of the City of Isanti has determined that the Conditional Use Permit meets the ordinance requirements necessary for granting approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Conditional Use Permit for Kardo Properties, LLC and **BE IT FURTHER RESOLVED** that the requested Conditional Use Permit to be located on the property at 605 1st Ave NW, be hereby approved subject to the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Adopted by the Isanti City Council on this 18th day of October 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Kardo Properties, LLC for Approval of a Conditional Use Permit to allow for Outdoor Storage on the property located at 605 1st Ave NW, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting approval of outdoor storage at the property located at 605 1st Ave NW.
2. The property is zoned "I-1" Industrial District.
3. A Conditional Use Permit is required for Outdoor Storage within the "I-1" Industrial District.
4. The petitioner submitted a Conditional Use Permit Application, the required application fee and associated materials on September 6, 2016. Staff had reviewed such application and deemed such application complete on September 6, 2016. Pursuant to Minnesota State Statute, the City must act on this request by November 5th, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Tuesday, October 11th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Conditional Use Permit request was published within the Isanti- County News on Wednesday, September 28th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.

Conclusions

1. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:
   A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
   The proposed use for the site would be consistent with the goals and objectives of the comprehensive plan and helps bring the site into compliance.
   B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
   The proposed use is existing. Receiving a conditional use permit and providing screening brings the property into compliance.
   C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
   The establishment of the conditional use does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community. The proposal follows the requirements further outlined in Section 13: Use Regulations for Outdoor Storage.
   D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.

The conditional use for outdoor storage and a screening fence does not appear to diminish or impair surrounding property values. Much of the area surrounding this property is also zoned for similar uses.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The outdoor storage area will be entirely enclosed by a screening fence, vegetation and an accessory structure. There is no reason for the storage or fence to impede development.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Additional public facilities and services are not necessary for the proposed use.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on any approval to ensure that the property is developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

2. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow for this site.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Access to the site is existing and had been approved at an earlier date.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Not applicable.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Not applicable.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
The outdoor storage area will be properly screened by a screening fence, vegetation and an accessory structure as required in Section 13 and Section 15 of this Ordinance.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
Not applicable.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Not applicable.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
The fencing will be of a neutral color that coordinates with the main building. It will encompass the existing storage containers.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
Not applicable.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
Not applicable.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull a fencing permit in order to install the fence.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
This permit and the screening of the storage container will bring the property into compliance.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

3. In review of the standards established in Section 13, Article 2 Non-Residential Use Regulations, Subdivision 16 Outdoor Storage; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
The storage container is placed on Class 5.

B. Outside storage area shall not be placed within required parking or loading areas, which are deemed necessary to meet code requirements.
The storage is placed outside of any parking or loading areas.

C. Outside storage areas shall be located within the rear yard; however, outdoor storage may be located within the side yard, providing the side yard is not adjacent to or across the street from any residentially zoned property.
The storage is in the rear yard.

D. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.
The storage will be screened on all sides by a 6-foot-high fence.

E. Cars, vans, and pickup trucks parked outside and used by employees and/or visitors in the normal course of business operation will not be construed as outdoor storage. Further, outside parked trucks and semitrailers used in conjunction with normal business activities will not be construed to be outdoor storage provided (a) the total number of trucks and semi-trailers does not exceed the number of docks and/or bay doors; (b) such vehicles are currently licensed by the State of Minnesota and are in the process of delivering or picking up goods or materials, and (c) such use is not construed as an operation listed as a conditional use in the industrial zone. All other vehicles and/or equipment associated with the business shall meet the fencing and screening requirements as stipulated within this ordinance.

Decision

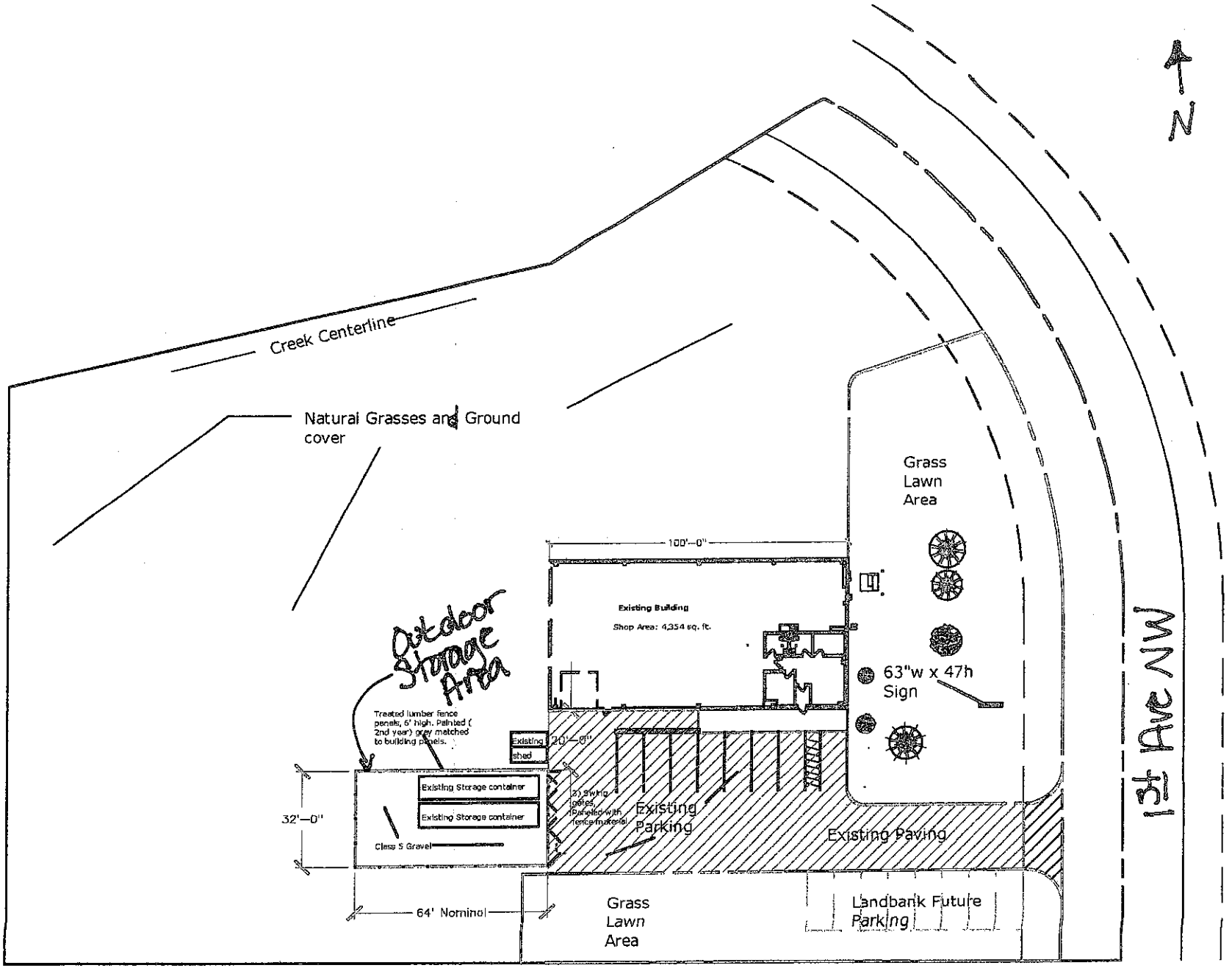
The Planning Commission held a public hearing on the item at the **October 11th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Planning Commission Recommendation:

Motion by Lundeen second by Bergley to recommend approval of the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Motion carried unanimously.



Kardo Properties, LLC
605 1St Av. NW
Isanti, MN
CUP plan for fenced outdoor storage.
8/10/11

K.5.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assistant City Admin

Date: October 18, 2016

Subject: Consider Resolution to Enter into a Contract with Quality Flow Systems, Inc. for Annual Lift Station Service

---

Background:

Currently the Public Works staff pulls a submersible pump from a lift station when they have become aware of a problem via alarm on SCADA. They then need to contact a repair company such as General Repair, Electric Pump or Quality Flow Systems to pull the pump with a lift. There is no servicing of our submersible pumps until there is a problem because the City does not own a lift. Staff also consulted Bolton and Menk on the longevity of our pumps to determine when they should be put on a schedule for replacement, but there are many variables and all depends on the condition of the pump.

Staff requested quotes on an annual lift station contract which would service all the lift stations (10) with a thorough inspection to determine if there is servicing needed such as rag removal, wear ring adjustments, etc.

Vendor	Annual Cost
Quality Flow Systems, Inc	$1,400.00
Electric Pump	$1,500.00

Finance Committee Recommendation:

The Finance Committee discussed the maintenance of the Lift Stations and quotes provided on October 6, 2016 and recommended to enter into a service agreement with Quality Flow Systems, Inc. for 5 years.

Request:

Staff is requesting the City enter into a 5-year contract with Quality Flow Systems, Inc. for Annual Lift Station service. This is an unbudgeted expense that will be funded through Sewer – Contracted Services (112).

Attachments:

- Quality Flow Systems, Inc. quote and service
- Resolution 2016-XXX -

RESOLUTION NO. 2016-XXX

A RESOLUTION AWARDING THE CONTRACT FOR ANNUAL LIFT STATION SERVICE

WHEREAS, the City of Isanti has determined that it is in the City's best interest to seek proposals from qualified vendors to provide Annual Lift Station service for preventative maintenance for the longevity of the Lift Station pumps for a five (5) year period; and,

WHEREAS, two (2) different vendors were reviewed and proposals were received; and,

WHEREAS, the quote from Quality Flow Systems, Inc. was in the amount of $1,400.00 per year; and,

WHEREAS, the Finance Committee recommends entering into an agreement with Quality Flow Systems, Inc. for the level of service the City is seeking; and,

WHEREAS, this will be an unbudgeted expense for 2016 and 2017, however, incorporated into future budgets to fulfill the remainder of the five (5) year term; and

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

1. The City Council hereby awards Annual Lift Station Service to Quality Flow Systems, Inc. as the vendor that best meets the needs of the City.
2. That the Public Services Director is hereby authorized to enter into an agreement with Quality Flow Systems, Inc. for service of the Lift Stations from November 1, 2016 to October 31, 2021 and for staff to prepare and sign documents as needed to execute this contract.
3. The funding for this service, in the amount of $1,400.00 per year, will be Sewer – Contracted Service (112).

This resolution was duly adopted by the Isanti City Council this 18th day of October, 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources / City Clerk

Quality Flow Systems

800 – 6TH Street NW

New Prague, MN 56071

Ph# (952) 758-9445

Fax # (952) 758-9661

SERVICE CONTRACT

No. of Lift Stations		Pump Size and/or horsepower
# 1	East Dual (dry pit)	2 – 15 hp
# 2	8th Avenue	2 – 20 hp
# 3	Unity	2 – 5 hp
# 4	Subway	2 – 5 hp
# 5	Main Lift	2 – 40 hp
# 6	Arabian (dry pit)	2 – 3 hp
# 7	Carlson Drive	2 – 5 hp
# 8	Deer Haven	2 – 3 hp
# 9	Rum River (dry pit)	2 – 5 hp
#10	BMX	2 – 5 hp

Please fill in the following:

1. We would prefer the check of the Lift Station(s) be done during the month of October .

2. We would like to sign up for this service for a period of 5 year(s).

Accepted by: _____

Of: _____

Title: _____

Date: _____

Signature: _____

Photocopy and return agreement to Quality Flow Systems, Inc. Keep original for your files. Thank you.

Quality Flow Systems, Inc.

800 – 6th Street NW
New Prague, MN 56071
PH: 952-758 – 9445
Fax: 952-758-9661

To: City Of Isanti **Date:** July, 21 2016

Attn: Josi Wood

From: Jim Pettit

Josi
We are pleased to quote you on the inspection of the following lift stations.

Lift station	Address
# 1	East Dual (dry pit)
# 2	8th Avenue
# 3	Unity
# 4	Subway
# 5	Main Lift
# 6	Arabian (dry pit)
# 7	Carlson Drive
# 8	Deer Haven
# 9	Rum River (dry pit)
#10	BMX

Price per year $1,400.00

We would offer this price for up to 5 years

To sign up all you need to do is fill out the service contract form I left with you and email it to me.

If you have any questions or if we can be of further assistance, please give us a call.

Thank You,
Quality Flow Systems Inc.

Jim Pettit

The scheduled preventative maintenance check as described on this page will consist of a complete and thorough 24 point mechanical and electrical inspection of each Lift Station. This inspection will be on a scheduled basis followed by a complete report of the findings. All inspections are based upon agreement of both parties involved and in compliance with services and terms stated in detail below.

1. Check electrical condition of insulation on power cable and on all phases of motor windings. (Resistance check)

2. Check for function of control panel and any loose or faulty electrical connections.

3. Check voltage supply between all phases on the line side of the electrical control panel; pump off.

4. Check amperage draw on all phases of the pump motor.

5. Check voltage between all phases on the load side of the pump motor starter. Check control power.

6. Check condition and operation of motor thermal protectors (if so equipped)

7. Removal of pump from lift station for physical inspection.

8. Removal of volute from pump for inspection of volute, wear rings and impeller.

9. Photograph volute, wear rings and impeller to show current condition of equipment.

10. Check condition of upper shaft seals (inspect condition oil)

11. Check condition and operation of moisture sensors (if so equipped)

12. Check lower shaft seals (inspect condition of oil)

13. Change oil... (if required)

14. Check condition of impeller (lose or worn)

15. Check all impeller wear rings.

16. Check for noisy upper and lower bearings

17. Check physically for damaged or cut pump cable.

18. Clean, reset and check operation of the pump alternator and level sensors.

19. Check for correct shaft rotation.

20. Reinstall pump and check for leakage at the discharge connection.

21. Test of operating cycle.

22. Inspection of wet well structure, piping and accessories.(photograph if issues are found)

23. Submit complete inspection report.

24. Provide a full report including photos for customer review.

SUBMERSIBLE SEWAGE LIFT STATION SERVICE AGREEMENT

Your City presently has a submersible sewage pumping station, which represents a considerable investment. The equipment installed on your lift station is the best available and should give you years of dependable service. However, like any piece of mechanical and electrical equipment, it does require proper preventive maintenance service to continue to do a good job. We are offering a Service Agreement, which will help protect your investment.

The Service Agreement that we propose would include an authorized service technician coming to the lift station to pull and inspect the pumps, motors, wear rings, and mechanical seals. Also included would be checking the electrical control panel and floats. A detailed report would be submitted to you right after the service has been completed.

The service program would help to prevent a failure of the system, resulting in major expenditures, inconveniences, breakdown and many dissatisfied people. By taking advantage of this service, the City will be assured that the pumps would have been properly checked and that the system is in good working order.

Upon inspection, should we find that repairs are necessary, we will immediately contact you to describe what the situation is and to receive authorization to proceed with any repairs.

You will be notified in advance of the service check so that you may have a representative in attendance.

If there are any questions or you require additional information please feel free to give us a call at 952-758-9445.

A Community For Generations.

Isanti

K.6.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: October 18, 2016

Subject: Acceptance of Planning Commissioner Jeff Duncan's Resignation.

Background

Planning Commissioner Jeff Duncan has provided a letter of resignation. The Planning Commission will now have a vacant seat for one of the three-year terms ending December 31, 2017.

Attachments:

- Resolution 2016-XXX
- Resignation letter from Jeff Duncan dated October 12, 2016

RESOLUTION NO. 2016-

RESOLUTION TO ACCEPT PLANNING COMMISSION MEMBER JEFF DUNCAN'S RESIGNATION

WHEREAS, Mr. Jeff Duncan was appointed by the City Council to serve as a member of the Planning Commission for a term that that expires on December 31, 2017; and

WHEREAS, Mr. Duncan has served written notice to resign as a member of the Planning Commission.

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

1. That Mr. Jeff Duncan's resignation as a member of the Planning Commission is hereby approved.

This resolution was duly adopted by the Isanti City Council this 18th day of October 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

Jeff Duncan
407 12th Ave NW
Isanti, MN 55040
[Date]October 12, 2016

Roxanne Achman
Community Development Director
City of Isanti
110 1st Ave NW
Isanti, MN 55040

Dear Roxanne Achman:

I regret to inform yourself, the Mayor, and the City of Isanti that I will be stepping down from the Planning Commission, effective immediately. Due to the increased travel requirements with my full time career over the past year, I am unable to put the time and effort into this position that the City of Isanti deserves and requires. I appreciate the opportunity to work with City Staff and the other members of the Commission over the past year.

Sincerely,

Jeff Duncan

K.7.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: October 12, 2016

Subject: Amendment to City Code Chapter 227 – Loading Zones

The City received a request from the Manager of Isanti Villa Apartments for a commercial loading zone for transit buses on Dahlin Street SE. The Development and Operations Advisory Committee reviewed this request and the need for loading zones in the City. Staff has prepared an ordinance to amend the City Code to allow commercial loading zones for loading of merchandise or people. This ordinance has been reviewed by the City Attorney and City Engineer. The DOAC has recommended consideration by the City Council of the proposed Ordinance to amend the City Code to add Loading Zones (see attached).

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 227 PARKING AND STORAGE

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

227-2. Parking regulations.

C. Parking, stopping and standing provisions.

(9) Loading Zones. The City Council may, by resolution, establish loading zones to be used for the specific purpose of loading or unloading from a commercial vehicle being utilized in the transport of merchandise or people. Such loading zones shall be installed by order of the City Council where in its judgement a commercial loading zone is justified. The resolution shall specify the days of the week, and hours of the day when the designation shall be enforced. Signage shall be posted for designated loading zones.

EFFECTIVE DATE
This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 18th day of October, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

Reading Date: 10-18-2016
Publication Date: 10-26-2016
Effective Date: 10-26-2016

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Josi Wood
Public Services Director/ Assistant City Admin.

Date: October 18, 2016

Subject: Consider Ordinance to Amend City Council Chapter 227 Parking and Storage to include portion of West side of Centennial Dr. NW

Background

This item was tabled at the October 4, 2016 City Council Meeting and was reviewed by the DOAC Committee at their October 6, 2016 meeting.

DOAC Committee Recommendation:

After discussions with School Officials regarding the traffic situation and further consideration, the DOAC Committee is recommending to amend City Code that no parking signs are placed on the West side along Centennial Drive NW. The no parking zone would extend south from Heritage Blvd NW through the south Middle School Parking Lot Access Road. This distance is 905 feet from the Heritage Blvd. NW right-of-way.

In order to enforce, amendments are necessary in City Code Chapter 227 and they are as follows:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

(k) Along the West side of Centennial Dr. NW, from Heritage Blvd NW extending South 905' (feet).

Staff Request

City staff is requesting action on this item.

Attachment

- Draft Ordinance No. XXX

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 227 PARKING AND STORAGE

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Sub-paragraph (5), Paragraph C., Parking, Stopping, and Standing Provisions, Section 227-2, Parking Regulations, Article II General Parking Regulations, of Chapter 227 of the Code of the City of Isanti is hereby amended to add the following text:

227-2. Parking regulations.

C. Parking, stopping and standing provisions.

(5) No parking is allowed on any of the following streets or highway:

(a) Along either side of Third Avenue NW beginning at its intersection with Isanti Parkway NW to the point at which the City of Isanti corporate boundary ends and Isanti Township begins (Jackson St NW).

(b) Along either side of Railroad Ave SE beginning at its intersection with Palomino Road SE to its intersection with Townsedge Road SE. Along the East side of Railroad Ave SE beginning at its intersection with Main Street E to its intersection with Palomino Road SE.

(c) Along either side of County Road 5 NE/NW beginning at its intersection with Trunk Highway 65 heading west to its intersection with Whiskey Road NW.

(d) Along either side of Fourth Ave SW from its intersection with Main Street W heading south to its intersection with Elizabeth St SW.

(e) Along either side of Elizabeth St SW from its intersection with Fifth Ave SW heading east to its intersection with Second Ave SW.

(f) Along either side of Fifth Ave SW from its intersection with Elizabeth St SW heading south to its intersection with S Brookview Ln SW.

(g) Along either side of Second Ave SW from its intersection with Main St W heading south to its intersection with Elizabeth St SW.

(h) Along either side of Isanti Parkway NW, from Third Avenue NW to East Dual Boulevard NE.

(i) Along either side of Broadway St SE, from Highway 65 NE to 6th Ave NE.

(j) Along either side of 6th Ave NE, from Broadway St SE to Heritage Blvd NE.

(k) Along the West side of Centennial Dr. NW, from Heritage Blvd NW extending South 905' (feet).

EFFECTIVE DATE
This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council this 18th day of October, 2016.

Mayor George A. Wimmer

Attest:

Lindsey Giese
Human Resources/City Clerk

(SEAL)

Reading Date: 10-18-2016
Publication Date:
Effective Date:

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: October 11, 2016

Subject: Bureau of Justice Programs – Ballistic Vest Grant

Background:

The City Council has authorized the Chief of Police to continually apply for the Bureau of Justice Programs – Ballistic Vest Grant. This grant helps offset the cost of the officer's vest that have a life expectancy of five years.

Action:

I am requesting that the City Council accept the grant award of $2,637.50 from the Bureau of Justice Programs – Ballistic Vest Grant on behalf of the Police Department.

RESOLUTION NO. 2016 - _____

RESOLUTION AUTHORIZING STAFF TO ACCEPT THE BUREAU OF JUSTICE PROGRAMS – BALLISTIC VEST GRANT

WHEREAS, the Isanti Police Department had the opportunity to apply for the Bureau of Justice Programs – Ballistic Vest Grant; and

WHEREAS, the Police Department makes use of grant opportunities to provide better service to the community; and

WHEREAS, the City of Isanti Police Department has requested these ballistic vests to replace aging vests that have expired and are no longer supported by the vendor.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the acceptance of the Bureau of Justice Programs – Ballistic Vest Grant award of $2,637.50.

This resolution was duly adopted by the Isanti City Council this 18th day of October, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

BOLTON & MENK

Real People. Real Solutions.

K.10.

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

MEMORANDUM

Date: October 12, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E. (BCD)

Subject: Storm Sewer Apron & Pond Inventory Report
City of Isanti, MN

Bolton & Menk, Inc. has completed the Storm Sewer Apron & Pond Inventory Report.

The new designation as an MS4 permittee requires the City to monitor storm sewer discharge points and perform corrective measures for any noted deficiencies.

This study reviewed the condition of all city owned storm sewer ponds and aprons and provided a cost estimate and five year maintenance program to restore them to their designed functions.

We have submitted this report to City staff for review and have incorporated all comments in the final report.

The Finance Committee reviewed this report and recommended approval by the City Council.

Please contact me at (612) 756-1032 if you have any questions or need additional information.

Bolton & Menk is an equal opportunity employer.

RESOLUTION NO. 2016-

RESOLUTION APPROVING STORM SEWER APRON & POND INVENTORY REPORT AND ADOPT THE MAINTENANCE SCHEDULE

WHEREAS, in order to comply with the MS4 permit, the City is required to monitor storm sewer discharge points and perform corrective measures for any noted deficiencies; and,

WHEREAS, the City of Isanti requested Bolton & Menk, Inc. to perform a storm pond assessment as approved November 3, 2015 to review all City owned ponds and storm sewer aprons and determine the maintenance needs for each pond and apron; and,

WHEREAS, a five year maintenance schedule was created to restore all deficient ponds and aprons; and,

WHEREAS, City staff reviewed the report and all comments were incorporated into the final report; and,

WHEREAS, the Finance Committee met on October 6, 2016 and recommended approval of the report and adoption of the five year maintenance plan;

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

1. That the City approves the Storm Sewer Apron & Pond Inventory Report and adopts the five year maintenance plan.
2. Authorizes Staff to go out for annual bid for such work as outlined in the report as funding allows, as is approved in the annual budget.
3. The funding source for such work will be from the Storm Fund.

This resolution was duly approved by the Isanti City Council this 18th day of October, 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources / City Clerk

BOLTON & MENK

Real People. Real Solutions.

K.11.

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

MEMORANDUM

Date: October 12, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E.

Subject: Engineering Proposal for Railroad Avenue Trail Infill Study
Isanti, MN
Project No.: R13.111162

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services for the Railroad Avenue Trail Infill Study.

The proposed project would connect the existing bituminous trail on Railroad Avenue SE from Palomino Road SE to Main Street. This would complete the trail system along Railroad Avenue and tie the southern trail system to Main Street E.

This study was discussed at the City Council Goal Setting Work Session, January 25, 2016, and requested at the Development & Operations Advisory Committee Meeting, October 6, 2016.

The study would be done in conjunction with the Palomino Road Feasibility report as they would impact the same intersection at Railroad Avenue SE & Palomino Road SE.

Our scope of work will include the following:

- Survey existing conditions
- Research existing right of way
- Prepare a Preliminary Engineering Report discussing our findings
- Create figures to supplement the report
- Prepare a project cost estimate
- Provide a recommendation as to the feasibility of the project

We propose to complete the described scope of work for an hourly, not to exceed, fee of $5,900.

Thank you for the opportunity to present this proposal. Please contact me at (612) 756-1032 if you have any questions or need additional information.

Bolton & Menk is an equal opportunity employer.

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING A PRELIMINARY STUDY TO CONNECT THE SIDEWALK ON RAILROAD AVE SE FROM PALOMINO RD SE TO MAIN STREET

WHEREAS, the City Council determined during the City Council 2016 Goal Setting meeting that there was interest in connecting three trail/ sidewalk gaps within the city; and,

WHEREAS, as the City is considering work along Palomino Rd SE, street project planned for 2017, now this infill section of sidewalk could be part of the project with cost savings in design and construction; and,

WHEREAS, the Development and Operations Advisory Committee determined that it would be in the best interest of the city to discuss the connection of sidewalk along Railroad Ave SE from Palomino Rd SE to Main Street with the Palomino street project; and,

WHEREAS, engineering services by Bolton and Menk, Inc. for the proposed trail study to connect the existing bituminous trail along Railroad Ave SE from Palomino Rd SE to Main Street would be in the amount, not to exceed, $5,900.00; and,

WHEREAS, the funding source would be from Streets – Engineering (303) in the total amount of $5,900.00;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the proposal for a preliminary infill study by Bolton and Menk, Inc. to determine if the sidewalk can be connected along Railroad Ave SE as stated above in the amount, not to exceed, $5,900.00.

Adopted by the Isanti City Council this 18th day of October, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

BOLTON & MENK

Real People. Real Solutions.

K.12.

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

MEMORANDUM

Date: October 13, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E. (BCD)

Subject: 2017 Pavement Maintenance Project Options
City of Isanti, MN

We have reviewed the pavement conditions noted in the Pavement Management System Report and have created four options that have an estimated project cost below the estimated 2016 franchise fee revenue of $266,097.00 budgeted for the 2017 Pavement Maintenance Project. The estimated project cost includes engineering fees and construction costs.

Attached are layouts of the four options.

These options were brought to the Public Works Committee Meeting on October 4, 2016 and Option 3 was selected as the preferred option to recommend to Council for approval.

The following is a summary of each option:

Option 1:

This option shows a full mill and overlay of Main Street from Whiskey Road to 4th Avenue SW as well as seal coating South Passage from Whiskey Road to the Railroad Tracks.

This segment of Main Street was constructed in 1992 and a full mill and overlay would preserve this pavement for another 10-20 years. However, the curb & gutter on this street is in poor condition and a lot of it is recommended to be removed and replaced with this project. Also, some panels of concrete sidewalk against the back of curb are cracked and are recommended to be replaced as well. With these additional expenses there would only be enough funds left to sealcoat one street segment. South Passage from Whiskey Road to the Railroad tracks has not had any crack filling or sealcoating performed to date. The current cracks are large and are beginning to deteriorate.

Option 2:

This option would also perform a full mill and overlay of Main Street from Whiskey Road to 4th Avenue SW. This option would replace sealcoating South Passage with crack filling South Passage as well as crack filling Hillock West Phase 1 & 2, Villages on the Rum Phases 1-3, Isanti Parkway from Whiskey Road to 3rd Avenue, Whiskey Road from Heritage Boulevard to Isanti Parkway, and East Dual from Heritage Boulevard to Isanti Parkway.

None of these street segments have been crack filled or sealcoated to date. This option would prevent additional crack degradation in many areas but not complete the full seal coat maintenance needed on the street. It would be recommended to follow these streets with a future year seal coat project to complete the maintenance needed.

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Option 3:

This option is to sealcoat the streets with the more current need and crack fill more streets to prepare them for future sealcoat projects. This option balances completing full sealcoat projects with preparing future projects for sealcoats.

Main Street would be left to age until a full reconstruction project would be schedule and an assessment policy could be followed for the improvement.

The streets and developments that would be sealcoated include: Hillock West Phase 1 & 2, Isanti Parkway from Whiskey Road to 3rd Avenue, 3rd Avenue from Heritage Boulevard to Isanti Parkway, Whiskey Road from Heritage Boulevard to Isanti Parkway, East Dual Boulevard from Heritage Boulevard to Cajima Street, West Dual Boulevard, Cajima Street, and South Passage from Whiskey Road to the Railroad tracks.

The streets and developments that would be crack filled are the Villages on the Rum Phases 1-4 and Hillock Court.

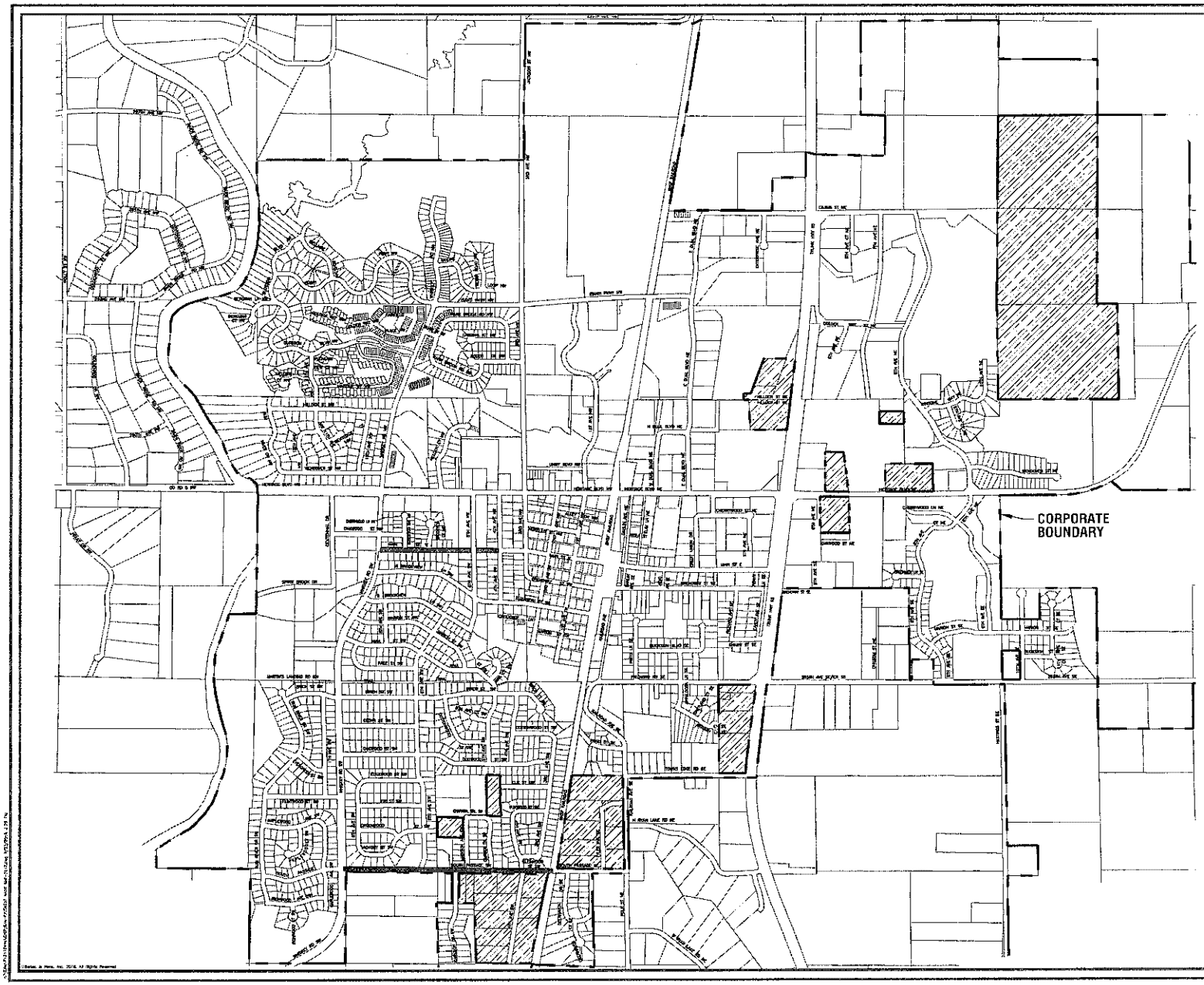
Option 4:

This option is to only sealcoat streets.

The streets and developments that would be sealcoated include: Hillock West Phase 1 & 2, Villages on the Rum Phases 1-3, Isanti Parkway from Whiskey Road to 3rd Avenue, and South Passage from Whiskey Road to the Railroad tracks.

This option would also leave Main Street for a future full reconstruction project.

Please contact me with any questions or if you would like any additional information.



CITY OF ISANTI

2017 PAVEMENT MAINTENANCE PROJECT OPTION 1

ISANTI COUNTY, MINNESOTA

SEPTEMBER, 2016

A Community For Generations.

Isanti

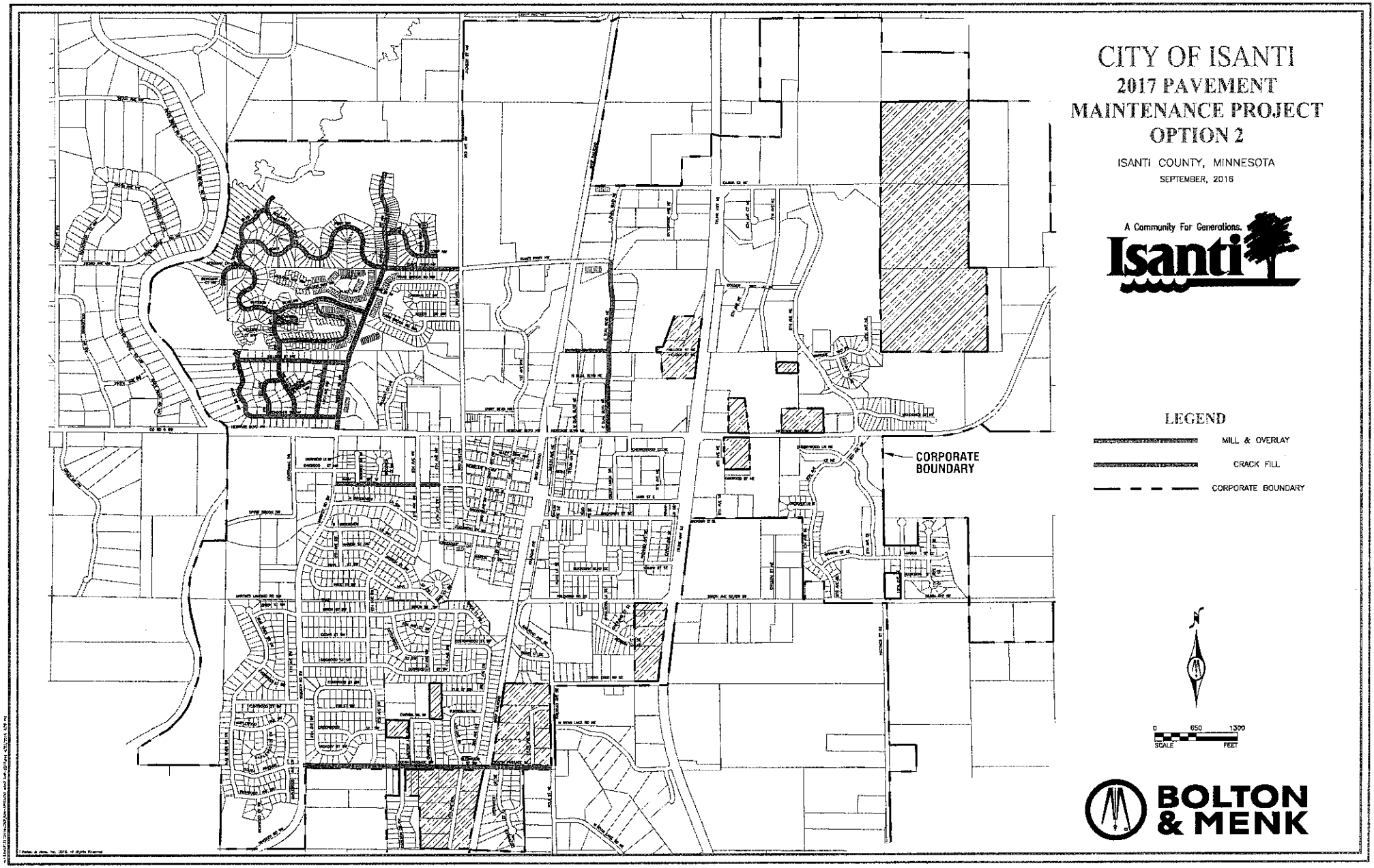
LEGEND

- MILL & OVERLAY
- SEALCOAT
- CORPORATE BOUNDARY

0 650 1300

SCALE FEET

BOLTON & MENK



CITY OF ISANTI

2017 PAVEMENT MAINTENANCE PROJECT OPTION 2

ISANTI COUNTY, MINNESOTA

SEPTEMBER, 2016

A Community For Generations.

Isanti

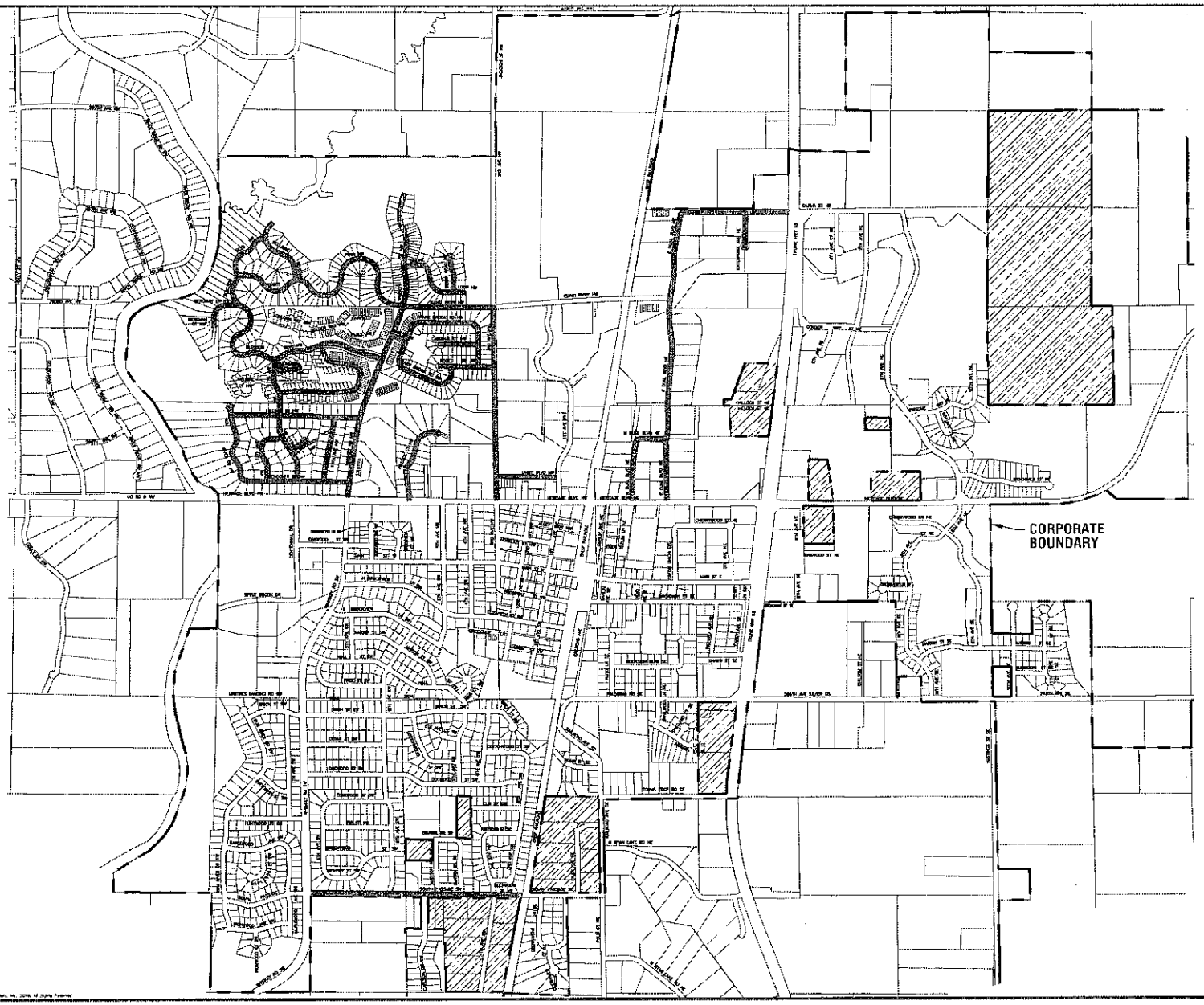
LEGEND

- MILL & OVERLAY
- CRACK FILL
- CORPORATE BOUNDARY

0 650 1300

SCALE FEET

BOLTON & MENK



CITY OF ISANTI

2017 PAVEMENT MAINTENANCE PROJECT OPTION 3

ISANTI COUNTY, MINNESOTA

SEPTEMBER, 2016

A Community For Generations.

Isanti

LEGEND

SEALCOAT

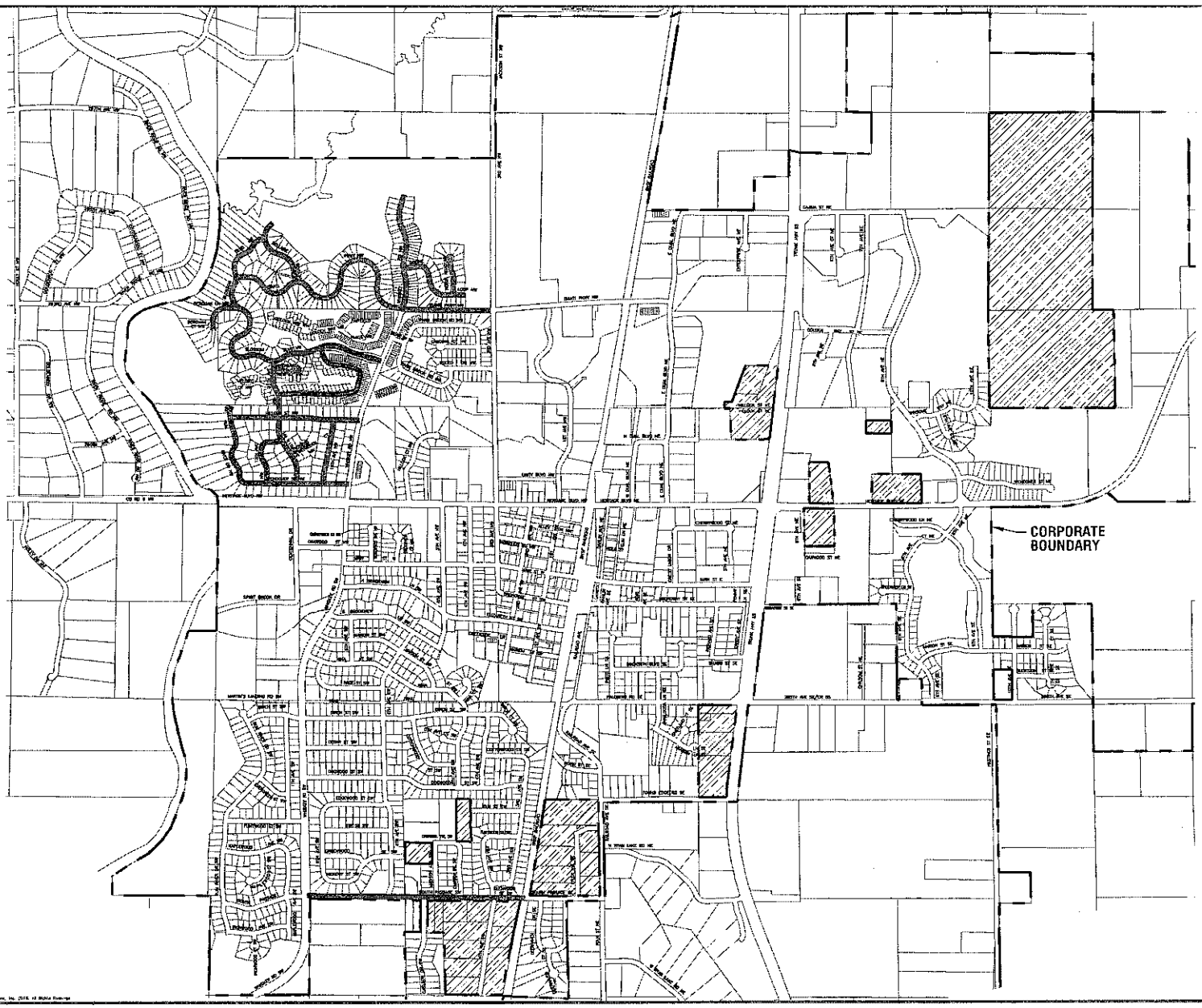
CRACK FILL

CORPORATE BOUNDARY

0 650 1300

SCALE FEET

BOLTON & MENK



CITY OF ISANTI

2017 PAVEMENT MAINTENANCE PROJECT OPTION 4

ISANTI COUNTY, MINNESOTA

SEPTEMBER, 2016

A Community For Generations.

Isanti

LEGEND

SEALCOAT

CORPORATE BOUNDARY

N

0 650 1300

SCALE FEET

BOLTON & MENK

RESOLUTION NO. 2016-

RESOLUTION APPROVING PAVEMENT MANAGEMENT STREET OPTION FOR THE 2017 PAVEMENT MAINTENANCE PROJECT

WHEREAS, City Council approved and adopted the Pavement Management Plan and Revenue Plan for funding April 21st, 2015; and,

WHEREAS, the areas of greatest concern for longevity of City streets were outlined by four (4) options and budget for such work to take place in 2017 have been reviewed; and,

WHEREAS, the Public Works Committee met on October 4, 2016 and recommended approval of the below option to sealcoat the streets with the more current need and crack fill more streets to prepare them for future sealcoat projects. This option balances completing full sealcoat projects with preparing future projects for sealcoats:

Main Street would be left to age until a full reconstruction project would be schedule and an assessment policy could be followed for the improvement. The streets and developments that would be sealcoated include: Hillock West Phase 1 & 2, Isanti Parkway from Whiskey Road to 3rd Avenue, 3rd Avenue from Heritage Boulevard to Isanti Parkway, Whiskey Road from Heritage Boulevard to Isanti Parkway, East Dual Boulevard from Heritage Boulevard to Cajima Street, West Dual Boulevard, Cajima Street, and South Passage from Whiskey Road to the Railroad tracks. The streets and developments that would be crack filled are the Villages on the Rum Phases 1-4 and Hillock Court;

WHEREAS, the City has $266,097.00 in funds available for such street maintenance based on 2016 franchise fee revenue; and,

WHEREAS, Bolton and Menk, Inc. has reviewed the scope of the work and proposed the cost, includes all construction and engineering costs through final inspection, will not exceed the available funding of $266,097.00; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to move forward with the proposed work outlined per this Resolution for the 2017 Pavement Management Project.

This resolution was duly approved by the Isanti City Council this 18th day of October, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

CITY OF ISANTI

L.1.

*Check Summary Register©

AP161001

October 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 045049	ACHMAN, ROXANNE	10/11/2016	$34.66
Paid Chk# 045050	AEM FINANCIAL SOLUTIONS, LL	10/11/2016	$11,750.00
Paid Chk# 045051	AIM ELECTRONICS, INC.	10/11/2016	$358.32
Paid Chk# 045052	BCBSM	10/11/2016	$19.14
Paid Chk# 045053	BERNICK'S PEPSI-COLA	10/11/2016	$1,158.25
Paid Chk# 045054	BJORKLUND COMPANIES	10/11/2016	$559.01
Paid Chk# 045055	BOLTON & MENK, INC.	10/11/2016	$8,475.30
Paid Chk# 045056	CAMBRIDGE ISANTI REDBIRDS	10/11/2016	$30.66
Paid Chk# 045057	CENTER POINT ENERGY	10/11/2016	$655.24
Paid Chk# 045058	CITY OF ISANTI	10/11/2016	$8.65
Paid Chk# 045059	CORYS COMPLETE	10/11/2016	$128.00
Paid Chk# 045060	CRAWFORDS EQUIPMENT, INC.	10/11/2016	$121.98
Paid Chk# 045061	CRYSTAL SPRINGS ICE	10/11/2016	$107.86
Paid Chk# 045062	DAHLHEIMER DISTRIBUTING CO	10/11/2016	$7,001.00
Paid Chk# 045063	DENNISON TECHNOLOGY GRO	10/11/2016	$923.00
Paid Chk# 045064	ECM PUBLISHERS, INC.	10/11/2016	$89.70
Paid Chk# 045065	EVERETT, KATIE	10/11/2016	$25.56
Paid Chk# 045066	GOPHER STATE ONE-CALL, INC.	10/11/2016	$141.75
Paid Chk# 045067	GRAINGER	10/11/2016	$208.46
Paid Chk# 045068	GREAT NORTHERN	10/11/2016	$1,787.54
Paid Chk# 045069	GRIDOR CONSTR.,INC.	10/11/2016	$184,792.00
Paid Chk# 045070	HACH COMPANY	10/11/2016	$290.78
Paid Chk# 045071	HAWKINS, INC.	10/11/2016	$6,814.50
Paid Chk# 045072	HOFFMAN BROS. SOD	10/11/2016	$25.50
Paid Chk# 045073	ISANTI AREA JOINT	10/11/2016	$50,781.24
Paid Chk# 045074	JOHNSON BROTHERS LIQUOR	10/11/2016	$4,601.55
Paid Chk# 045075	KAWALEK TRUCKING	10/11/2016	$75.20
Paid Chk# 045076	KNIFE RIVER	10/11/2016	$367.50
Paid Chk# 045077	LORSUNG, DON	10/11/2016	$835.39
Paid Chk# 045078	MACQUEEN EQUIPMENT, INC.	10/11/2016	$619.38
Paid Chk# 045079	MCDONALD DISTRIBUTING CO.	10/11/2016	$10,047.51
Paid Chk# 045080	MVTL LABORATORIES, INC.	10/11/2016	$245.80
Paid Chk# 045081	NAPA AUTO PARTS	10/11/2016	$8.80
Paid Chk# 045082	PAUSTIS & SONS	10/11/2016	$1,872.25
Paid Chk# 045083	PENN VALLEY PUMP CO., INC.	10/11/2016	$1,428.40
Paid Chk# 045084	PHILLIPS WINE & SPIRITS, INC.	10/11/2016	$2,949.30
Paid Chk# 045085	POSTMASTER	10/11/2016	$110.00
Paid Chk# 045086	PRECISION CONCRETE	10/11/2016	$2,115.65
Paid Chk# 045087	PSN	10/11/2016	$49.95
Paid Chk# 045088	RESOURCE TRAINING	10/11/2016	$29,770.00
Paid Chk# 045089	RJM DISTRIBUTING, INC.	10/11/2016	$274.75
Paid Chk# 045090	TR COMPUTER SALES, LLC	10/11/2016	$10,852.95
Paid Chk# 045091	VERIZON WIRELESS	10/11/2016	$1,150.24
Paid Chk# 045092	VIEVU	10/11/2016	$318.00
Paid Chk# 045093	VIKING COCA-COLA BOTTLING	10/11/2016	$226.00
Paid Chk# 045094	VINTAGE LOCK	10/11/2016	$200.00
Paid Chk# 045095	WATSON CO., INC.	10/11/2016	$987.24
Paid Chk# 045096	XEROX CORPORATION	10/11/2016	$72.13
		Total Checks	$345,466.09

CITY OF ISANTI

*Check Summary Register©

October 2016

AP161002

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 045097	MN POLLUTION CONTROL AGEN	10/13/2016	$300.00
Paid Chk# 045098	7-UP BOTTLING	10/13/2016	$169.60
Paid Chk# 045099	ANDERSON, PENELOPE	10/13/2016	$5.00
Paid Chk# 045100	BECKER, JOSH	10/13/2016	$159.99
Paid Chk# 045101	BELLBOY CORPORATION	10/13/2016	$6,388.25
Paid Chk# 045102	BERNICK'S PEPSI-COLA	10/13/2016	$432.65
Paid Chk# 045103	BILL'S QUALITY CLEANING	10/13/2016	$521.00
Paid Chk# 045104	BJORKLUND COMPANIES	10/13/2016	$3,241.33
Paid Chk# 045105	CENTURYLINK BUSINESS SERVI	10/13/2016	$36.01
Paid Chk# 045106	COMM OF MMB, TREAS DIV	10/13/2016	$1,260.00
Paid Chk# 045107	CRYSTAL SPRINGS ICE	10/13/2016	$134.28
Paid Chk# 045108	DAHLHEIMER DISTRIBUTING CO	10/13/2016	$10,029.61
Paid Chk# 045109	FEDERATED CO-OPS, INC.	10/13/2016	$841.75
Paid Chk# 045110	G & K SERVICES	10/13/2016	$460.36
Paid Chk# 045111	H&L MESABI	10/13/2016	$745.45
Paid Chk# 045112	INNOVATIVE OFFICE	10/13/2016	$15.17
Paid Chk# 045113	ISANTI RETAIL MEATS	10/13/2016	$300.00
Paid Chk# 045114	J. J. TAYLOR	10/13/2016	$761.75
Paid Chk# 045115	JACOBI, JOHN	10/13/2016	$10.69
Paid Chk# 045116	JOHNSON BROTHERS LIQUOR	10/13/2016	$5,762.54
Paid Chk# 045117	JOSLIN & MOORE	10/13/2016	$6,631.60
Paid Chk# 045118	KAWALEK TRUCKING	10/13/2016	$129.60
Paid Chk# 045119	MACQUEEN EQUIPMENT, INC.	10/13/2016	$51.11
Paid Chk# 045120	MAMA Local 49	10/13/2016	$50.00
Paid Chk# 045121	MARVS AUTO REPAIR	10/13/2016	$576.24
Paid Chk# 045122	MCDONALD DISTRIBUTING CO.	10/13/2016	$4,659.35
Paid Chk# 045123	MENARDS - CAMBRIDGE	10/13/2016	$15.46
Paid Chk# 045124	MINNCO CREDIT UNION	10/13/2016	$1,244.55
Paid Chk# 045125	MINNESOTA PETROLEUM SERVI	10/13/2016	$260.50
Paid Chk# 045126	MN DEPT OF LABOR	10/13/2016	$2,516.17
Paid Chk# 045127	MN DEPT OF REVENUE	10/13/2016	$21,871.00
Paid Chk# 045128	MN POLLUTION CONTROL AGEN	10/13/2016	$55.00
Paid Chk# 045129	NORTH COUNTRY	10/13/2016	$75.00
Paid Chk# 045130	NORTHLAND LANDSCAPING	10/13/2016	$50.89
Paid Chk# 045131	PHILLIPS WINE & SPIRITS, INC.	10/13/2016	$4,915.00
Paid Chk# 045132	SELECTACCOUNT	10/13/2016	$27.43
Paid Chk# 045133	SIMPLEX GRINNELL	10/13/2016	$543.10
Paid Chk# 045134	ST.PAUL STAMP WORKS	10/13/2016	$28.75
Paid Chk# 045135	THORPE DISTRIBUTING CO.	10/13/2016	$122.00
Paid Chk# 045136	TOSHIBA FINANCIAL SERVICES	10/13/2016	$226.90
Paid Chk# 045137	TOWMASTER	10/13/2016	$4,918.00
Paid Chk# 045138	TR COMPUTER SALES, LLC	10/13/2016	$589.00
Paid Chk# 045139	URBANS HARDWARE	10/13/2016	$367.81
Paid Chk# 045140	US INTERNET	10/13/2016	$57.80
Paid Chk# 045141	VIKING COCA-COLA BOTTLING	10/13/2016	$187.42
Paid Chk# 045142	VINOCOPIA, INC.	10/13/2016	$968.00
Paid Chk# 045143	WAL MART	10/13/2016	$24.76
Paid Chk# 045144	WATSON CO., INC.	10/13/2016	$1,065.33
Paid Chk# 045145	WEX BANK	10/13/2016	$1,971.22
Paid Chk# 045146	ZARNOTH BRUSH WORKS, INC.	10/13/2016	$454.00
		Total Checks	$86,228.42

City of Isanti

Gross Payroll	77,723.23
Social Security & Medicare	4,267.22
Public Employees Retirement	7,616.15
Total City Expense	89,606.60

Pay Date 10-07-2016

Pay Period 21 (9/18-10/01/2016)

BOLTON & MENK

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L.2.

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

October 3, 2016

City of Isanti
Attn: Don Lorsung
City Administrator
110 1st Ave N
PO Box 428
Isanti, MN 55040-0428

RE: Pay Request No. 02
Wastewater Treatment Improvements
Isanti, Minnesota
BMI Project No.: R13.109638

Dear Mr. Lorsung:

Please find enclosed three copies of Pay Request No. 02 for the above referenced project. This pay request is primarily for the concrete work and excavations at the wastewater treatment. The requested and certified amount is $184,792.00.

If you have any questions do not hesitate to call me at 612-840-6068.

Sincerely,

Bolton & Menk, Inc.

Paul Saffert, P. E.
Project Manager

PS/jo

cc: Josi Wood, City of Isanti
JoAnn Welcome, City of Isanti

Enclosures (3 copies, signed Pay Request No. 02)

Bolton & Menk is an equal opportunity employer.

Lump Sum Contract

Contractor's Application for Payment No. 2

Project:	Wastewater Treatment Plant Improvements	From (Contractor):	Gridor Construction, Inc.	Application Date:	9/26/2016
To (Owner):	City of Isanti, MN	Owner's Project No.:		Period From:	9/1/2016
Via (Engineer):	Bolton & Menk, Inc.	Engineer's Proj. No.:	R13.109638	Period To:	9/30/2016

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
	TOTALS	$0.00	$0.00
	NET CHANGE BY CHANGE ORDERS		$0.00

1.	**ORIGINAL CONTRACT PRICE**		$	2,942,400.00
2.	**Net change by Change Orders**		$	0.00
3.	**Current Contract Price (Line 1 + 2)**		$	2,942,400.00
4.	**TOTAL COMPLETED AND STORED TO DATE** (Column F on Progress Estimate)		$	539,987.00
5.	**RETAINAGE:**			
	a. 5% X $0.00 Work Completed		$	0.00
	b. 5% X $0.00 Stored Material		$	0.00
	c. Less Total Retainage Released Early		$	0.00
	d. Total Retainage (Line 5a + Line 5b - Line 5c)		$	0.00
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**		$	539,987.00
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**		$	355,195.00
8.	**AMOUNT DUE THIS APPLICATION**		$	184,792.00
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (Column G on Progress Estimate + Line 5 above)		$	2,402,413.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 9-29-16

Payment of $ 184,792.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 10/3/16
(Engineer) (Date)

Payment of $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	D This Period Percent	D This Period Amount	E Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 1									
1.001	Mobilization Insurance and Bonds	$90,000	$90,000				$90,000	100.0%	$0
1.002	Allowances	$150,000	$12,109				$12,109	8.1%	$137,891
Subtotal for	**Division 1**	**$240,000**	**$102,109**				**$102,109**	**42.5%**	**$137,891**
			$102,109			check	$102,109		
Division 2									
2.001	Erosion Control / Silt Fence	$5,000	$2,500				$2,500	50.0%	$2,500
2.002	Clear and Grub Site	$10,000	$10,000				$10,000	100.0%	$0
2.003	Fine Grade and Restore Site	$10,000					$0	0.0%	$10,000
2.004	Demo Labor and Material	$80,000					$0	0.0%	$80,000
2.005	Excavation and Fill	$80,000	$48,000	15.00%	$12,000		$60,000	75.0%	$20,000
2.006	Backfill of Structure	$50,000		25.00%	$12,500		$12,500	25.0%	$37,500
2.007	Manholes and Precast	$35,000					$0	0.0%	$35,000
2.008	Exerior Pipe - Labor and Equipment	$85,000	$8,500	5.00%	$4,250		$12,750	15.0%	$72,250
2.009	Exterior Pipe - Materials	$65,000				$59,305	$59,305	91.2%	$5,695
2.010	Paving	$40,000					$0	0.0%	$40,000
2.011	Landscape and Seedings	$7,500					$0	0.0%	$7,500
2.012	Pond Cleaning / Transfer	$40,000					$0	0.0%	$40,000
Subtotal for	**Division 2**	**$507,500**	**$69,000.00**		**$28,750**	**$59,305**	**$157,055**	**30.95%**	**$350,445**
		check	$69,000			Check	$157,055		
Division 3									
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000	$52,000	22.00%	$71,500		$123,500	38.0%	$201,500
3.002	Rebar Material	$80,000	$28,000	35.00%	$28,000		$56,000	70.0%	$24,000
3.003	Rebar Labor	$65,000	$22,750	35.00%	$22,750		$45,500	70.0%	$19,500
3.004	Precast Concrete - Hollow Core	$45,000					$0	0.0%	$45,000
Subtotal for	**Division 3**	**$515,000**	**$102,750.00**		**$122,250**	**$0**	**$225,000**	**43.69%**	**$290,000**
		check	$102,750			Check	$225,000		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	E This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 4									
4.001	Masonry	$200,000					$0	0.0%	$200,000
Subtotal for	**Division 4**	**$200,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$200,000**
		check				Check	$0		
Division 5									
5.001	Misc Metals - Materials	$55,000					$0	0.0%	$55,000
5.002	Misc Metals - Labor	$15,000					$0	0.0%	$15,000
Subtotal for	**Division 5**	**$70,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$70,000**
		check				Check	$0		
Division 6									
6.001	Rough Carpentry	$2,500					$0	0.0%	$2,500
Subtotal for	**Division 6**	**$2,500**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$2,500**
		check				Check	$0		
Division 7									
7.001	Waterproofing / Insulation	$10,000		50.00%	$5,000		$5,000	50.0%	$5,000
7.002	Roofing	$40,000					$0	0.0%	$40,000
7.003	Sealants / Caulking	$5,000					$0	0.0%	$5,000
Subtotal for	**Division 7**	**$55,000**	**$0.00**		**$5,000**	**$0**	**$5,000**	**9.09%**	**$50,000**
		check				Check	$5,000		
Division 8									
8.001	HM Doors, Frames and Hardware	$15,000					$0	0.0%	$15,000
Subtotal for	**Division 8**	**$15,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$15,000**
		check				Check	$0		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	D Work Completed This Period Percent	D Work Completed This Period Amount	E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)
Division 9									
9.001	Painting	$140,000					$0	0.0%	$140,000
Subtotal for	**Division 9**	**$140,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$140,000**
		check				Check	$0		
Division 10									
10.001	Signs	$2,500					$0	0.0%	$2,500
10.002	Fire Extinguishers	$400					$0	0.0%	$400
10.003	Safety Equipment	$500					$0	0.0%	$500
Subtotal for	**Division 10**	**$3,400**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$3,400**
		check				Check	$0		
Division 11									
11.001	Hydraulic Gates	$20,000					$0	0.0%	$20,000
11.002	Submersible Pumps	$45,000				$2,816	$2,816	6.3%	$42,184
11.003	Vortex Pumps	$20,000					$0	0.0%	$20,000
11.004	Grit Removal	$40,000					$0	0.0%	$40,000
11.005	Grit Seperation	$30,000					$0	0.0%	$30,000
11.006	Fine Screen	$160,000					$0	0.0%	$160,000
11.007	Blowers	$125,000					$0	0.0%	$125,000
11.008	Coarse Bubble Aeration	$20,000					$0	0.0%	$20,000
11.009	Automatic Sampler	$15,000					$0	0.0%	$15,000
Subtotal for	**Division 11**	**$475,000**	**$0.00**		**$0**	**$2,816**	**$2,816**	**0.59%**	**$472,184**
		check							
Division 12									
	NONE						$0	0.0%	$0
Subtotal for	**Division 12**	**$0**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$0**
		check				Check	$0		
Division 13									
13.001	Steel Filter Modifications	$100,000					$0	0.0%	$100,000
Subtotal for	**Division 13**	**$100,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$100,000**
		check				Check	$0		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	E This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 14									
	NONE	$0					$0	0.0%	$0
Subtotal for	**Division 14**	**$0**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$0**
		check				Check	$0		
Division 15									
15.001	Interior Process Piping - Material	$65,000				$13,185	$13,185	20.3%	$51,815
15.002	Interior Process Piping - Labor & Equipment	$20,000		5.00%	$1,000		$1,000	5.0%	$19,000
15.003	Process Valves - Material	$15,000					$0	0.0%	$15,000
15.004	Mechanical Insulation	$34,000					$0	0.0%	$34,000
15.005	Plumbing	$50,000					$0	0.0%	$50,000
15.006	HVAC	$125,000					$0	0.0%	$125,000
Subtotal for	**Division 15**	**$309,000**	**$0.00**		**$1,000**	**$13,185**	**$14,185**	**4.59%**	**$294,815**
		check				Check	$14,185		
Division 16									
16.001	Electrical GC's	$30,000	$1,500	10.00%	$3,000		$4,500	15.0%	$25,500
16.002	Branch Wiring	$35,000		5.00%	$1,750		$1,750	5.0%	$33,250
16.003	Lighting and Heaters	$35,000				$27,572	$27,572	78.8%	$7,428
16.004	Service / Distribution Equipment	$20,000					$0	0.0%	$20,000
16.005	Motor Control Equipment	$15,000					$0	0.0%	$15,000
16.006	Motor Control Wiring	$50,000					$0	0.0%	$50,000
16.007	Control Panels	$65,000					$0	0.0%	$65,000
16.008	Instruments	$30,000					$0	0.0%	$30,000
16.009	Engineering and Start up	$30,000					$0	0.0%	$30,000
Subtotal for	**Division 16**	**$310,000**	**$1,500.00**		**$4,750**	**$27,572**	**$33,822**	**10.91%**	**$276,178**
		check	$1,500			Check	$33,822		
	Grand Total	**$2,942,400**	**$275,359**		**$161,750**	**$102,878**	**539,987**	**18.35%**	**$2,402,413**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gidor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 2
Period Ending: 9/30/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Stored this Month	Vendor/Description for New Stored	Total Stored to Date	Previous Installed to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
	Grand Totals	**$2,942,400**								
1.001	Mobilization Insurance and Bonds	$90,000								
1.002	Allowances	$150,000								
Subtotal for	**Division 1**	**$240,000**								
Division 2										
2.001	Erosion Control / Silt Fence	$5,000								
2.002	Clear and Grub Site	$10,000								
2.003	Fine Grade and Restore Site	$10,000								
2.004	Demo Labor and Material	$80,000								
2.005	Excavation and Fill	$80,000								
2.006	Backfill of Structure	$50,000								
2.007	Manholes and Precast	$35,000								
2.008	Exerior Pipe - Labor and Equipment	$85,000								
2.009	Exterior Pipe - Materials	$65,000	$59,305			$59,305				$59,305
2.010	Paving	$40,000								
2.011	Landscape and Seedings	$7,500								
2.012	Pond Cleaning / Transfer	$40,000								
Subtotal for	**Division 2**	**$507,500**	**$59,305**	**$0**		**$59,305**	**$0**	**$0**	**$0**	**$59,305**
Division 3										
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000								
3.002	Rebar Material	$80,000	$17,715			$17,715		$17,715	$17,715	
3.003	Rebar Labor	$65,000								
3.004	Precast Concrete - Hollow Core	$45,000								
Subtotal for	**Division 3**	**$515,000**	**$17,715**	**$0**		**$17,715**	**$0**	**$17,715**	**$17,715**	**$0**
Division 4										
4.001	Masonry	$200,000								
Subtotal for	**Division 4**	**$200,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 5										
5.001	Misc Metals - Materials	$55,000								
5.002	Misc Metals - Labor	$15,000								
Subtotal for	**Division 5**	**$70,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 2
Period Ending: 9/30/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previously Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 6										
6.001	Rough Carpentry	$2,500								
Subtotal for	**Division 6**	**$2,500**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 7										
7.001	Waterproofing / Insulation	$10,000								
7.002	Roofing	$40,000								
7.003	Sealants / Caulking	$5,000								
Subtotal for	**Division 7**	**$55,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 8										
8.001	HM Doors, Frames and Hardware	$15,000								
Subtotal for	**Division 8**	**$15,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 9										
9.001	Painting	$140,000								
Subtotal for	**Division 9**	**$140,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 10										
10.001	Signs	$2,500								
10.002	Fire Extinguishers	$400								
10.003	Safety Equipment	$500								
Subtotal for	**Division 10**	**$3,400**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 11										
11.001	Hydraulic Gates	$20,000								
11.002	Submersible Pumps	$45,000	$2,816			$2,816				$2,816
11.003	Vortex Pumps	$20,000								
11.004	Grit Removal	$40,000								
11.005	Grit Seperation	$30,000								
11.006	Fine Screen	$160,000								
11.007	Blowers	$125,000								
11.008	Coarse Bubble Aeration	$20,000								
11.009	Automatic Sampler	$15,000								
Subtotal for	**Division 11**	**$475,000**	**$2,816**	**$0**		**$2,816**	**$0**	**$0**	**$0**	**$2,816**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 2
Period Ending: 9/30/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Stored this Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to Date	Installed this Month	Total Installed to Date	Amount Remaining in Storage
Division 12										
	NONE									
Subtotal for	**Division 12**	$0	$0	$0		$0	$0	$0	$0	$0
Division 13										
13.001	Steel Filter Modifications	$100,000								
Subtotal for	**Division 13**	**$100,000**	$0	$0		$0	$0	$0	$0	$0
Division 14										
	NONE									
Subtotal for	**Division 14**	$0	$0	$0		$0	$0	$0	$0	$0
Division 15										
15.001	Interior Process Piping - Material	$65,000		$13,185	HD Supply	$13,185				$13,185
15.002	Interior Process Piping - Labor & Equipment	$20,000								
15.003	Process Valves - Material	$15,000								
15.004	Mechanical Insulation	$34,000								
15.005	Plumbing	$50,000								
15.006	HVAC	$125,000								
Subtotal for	**Division 15**	$309,000	$0	$13,185		$13,185	$0	$0	$0	$13,185
Division 16										
16.001	Electrical GC's	$30,000								
16.002	Branch Wiring	$35,000								
16.003	Lighting and Heaters	$35,000		$27,572	Viking Electric Supply	$27,572				$27,572
16.004	Service / Distribution Equipment	$20,000								
16.005	Motor Control Equipment	$15,000								
16.006	Motor Control Wiring	$50,000								
16.007	Control Panels	$65,000								
16.008	Instruments	$30,000								
16.009	Engineering and Start up	$30,000								
Subtotal for	**Division 16**	$310,000	$0	$27,572		$27,572	$0	$0	$0	$27,572
	Grand Totals	$2,942,400	$79,836	$40,757		$120,593		$17,715	$17,715	$102,878

SUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	G048279
Invoice Date	8/30/16
Account #	099717
Sales Rep	BRIAN STENSLAND
Phone #	763-428-7473
Branch #243	St Michael, MN
Total Amount Due	$13,185.30

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST. LOUIS, MO 63146

Backordered from:

8/22/16 F839675

GRIDOR CONSTRUCTION (230) 000/0000
3990 27TH ST SE 00000
BUFFALO MN 55313-5045

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/19/16	8/05/16	SEE BELOW	ISANTI WWTF	2016-08		BEST WAY	G048279

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price

CUSTOMER PO#- 15150A & 15150D

15.00

Approved
For 16-08 15-150
Date Paid
Check No

Subtotal:	12,337.12
Other:	.00
Tax:	848.18
Invoice Total:	$13,185.30

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: STEVE LEE

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

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SUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	G048279
Invoice Date	8/30/16
Account #	099717
Sales Rep	BRIAN STENSLAND
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Branch #243	St Michael, MN
Total Amount Due	$13,185.30

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8/22/16 F839675

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ST LOUIS, MO 63146

GRIDOR CONSTRUCTION (230) 000/0000
3990 27TH ST SE 00000
BUFFALO MN 55313-5045

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/19/16	8/05/16	SEE BELOW	ISANTI WWTF	2016-08		BEST WAY	G048279

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	CUSTOMER PO#- 15150A & 15150D						
	HD SUPPLY WATERWORKS PO#-7700482						
19214520373	8"X7'0" FLGXPE RPX/CEM DI TAG# 100-01	2	2		310.04000	EA	620.08
19214520444	8"X7'0" FLGXPE RPX/CEM DI W/1" TAP 0'6" FROM FLG TAG# 100-02	2	2		381.11000	EA	762.22
19214520454	8"X5'0" FLGXPE RPX/CEM DI W/2" TAP 0'6" FROM FLG TAG# 100-03	2	2		311.11000	EA	622.22
19214520539	12"X12'0" PEXPE RPX/CEM DI W/AF 0'6" FROM PE TAG# 200-01	3	3		737.67000	EA	2,213.01
19214520555	10"X12'0" FLGXPE RPX/CEM DI W/AF 1'6" FROM FLG TAG# 200-02	1	1		762.35000	EA	762.35
19214520566	4"X14'0" FLGXPE RPX/CEM DI W/AF 1'6" FROM FLG TAG# 200-03	1	1		373.92000	EA	373.92
19214520608	14"X9'0" PEXPE RPX/CEM DI W/AF 0'6" FROM FLG TAG# 200-04	1	1		721.54000	EA	721.54
19214520615	6"X12'0" FLGXPE RPX/CEM DI TAG# 200-06A	1	1		361.11000	EA	361.11
19214520641	6"X4'0" FLGXPE RPX/CEM DI W/AF 1'6" FROM FLG TAG# 200-07	1	1		195.45000	EA	195.45
19214520648	14"X3'0" PEXPE RPX/CEM DI W/AF 0'6" FROM PE TAG# 300-01	1	1		310.58000	EA	310.58

CONTINUED... Page: 1

SUPPLY WATERWORKS

INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	G048279
Invoice Date	8/30/16
Account #	099717
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8/22/16 F839675

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PO BOX 28330
ST.LOUIS, MO 63146

GRIDOR CONSTRUCTION (230) 000/0000
3990 27TH ST SE 00000
BUFFALO MN 55313-5045

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/19/16	8/05/16	SEE BELOW	ISANTI WWTF	2016-08		BEST WAY	G048279

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- 15150A & 15150D						
'19214520682	18"X1'0" MJXPE RPX/CEM DI W/CAF TAG# 300-02	2	2		398.82000	EA	797.64
:4I044FPR	4 FLG 45 BEND(I) C/L PRIMED DI C110	1	1		65.09000	EA	65.09
:4I06R04FZPR	6X4 FLG ECC RED C110 PRIMED(I)	1	1		92.30000	EA	92.30
:4I06R04FPR	6X4 FLG CONC REDUCER(I) PRIMED C/L DI C110	4	4		77.89000	EA	311.56
:4I069FPR	6 FLG 90 BEND(I) C/L PRIMED DI C110	1	1		113.10000	EA	113.10
'19214520971	6" FLG BASE 90 PRIME COATED & UNLINED	5	5		158.98000	EA	794.90
'19214520975	6" FLG 90 PRIME COATED & UNLINED	5	5		113.10000	EA	565.50
'19214520981	6" FLG 22-1/2 BEND PRIME COAT & UNLINED	2	2		96.03000	EA	192.06
'19214520985	6"X3" FLG CONC REDUCER PRIME COATED & UNLINED	1	1		81.63000	EA	81.63
'19214520988	8"X6" FLG ECC REDUCER PRIME COATED & CEMENT LINED	2	2		153.65000	EA	307.30
'19214520989	8" FLG 22-1/2 BEND PRIME COAT & UNLINED	2	2		128.50000	EA	257.00
'19214520995	8" FLG BASE 90 PRIME COATED & UNLINED	3	3		309.96000	EA	929.88
:4I109FPR	10 FLG 90 BEND(I) C/L PRIMED DI C110	3	3		295.56000	EA	886.68

CONTINUED... Page: 2

Viking Electric Supply

The distributor you can depend on...

451 Industrial Blvd. NE Minneapolis, MN 55413 www.vikingelectric.com
ADDRESS SERVICE REQUESTED

TEL (612)627-1300 WATS (800)435-3345
FAX (612)627-1310 MPLS DC

ALL PAYMENTS, CLAIMS, AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE NO.		
DATE	ACCOUNT #	INVOICE #
08/19/16	1570	1722399
CUSTOMER ORDER#		
69136-24795		ORIGINAL
TO VIEW AND PAY ONLINE GO TO:		USE THIS TOKEN:
http://vikingelectric.billtrust.com		SFV DMV MKV

BILL TO:

KILLMER ELECTRIC CO INC
5141 LAKELAND AVE N
CRYSTAL MN 55429

REMIT TO:

VIKING ELECTRIC SUPPLY, INC.
P.O. BOX 856832
MINNEAPOLIS, MN 55485-6832

SHIP TO:

KILLMER ELECTRIC CO INC
TAG: ISANTI WWTP
5141 LAKELAND AVE N
CRYSTAL MN 55429

SALESPERSON	ORDER DATE	SHIP VIA	SHIP DATE	FROM INVOICE	PKG	CUSTOMER ORDER NO.
DOOLEY	06/28/16	DIRECT	08/18/16	1722399		69136-24795

ORDERED	SHIPPED	BKORDER	PRODUCT NO./DESCRIPTION	UNIT PRICE		AMOUNT	%
9	9		DIALIGHT HZC3C2N TYPE-B	734.22	E	6,607.98	
3	2		DIALIGHT HZC3C2N TYPE-B1	734.22	E	1,468.44	
3	3		DIALIGHT HZXR3 TYPE-B1	60.00	E	180.00	

Date Material Received	
Quantity OK	Ent'd A/P Jrn'l
Pricing OK	Extension OK VP
Entered on Job Record 24795	Date
Approved for Payment	

Pay Item 16.003

TERMS
PROX 27TH: NET DUE BY 9/27/16.

SUB TOTAL	8,256.42
STATE TAX	567.63
LOCAL TAX	33.03
SHIPPING	
PAY THIS AMOUNT	8,857.08

WARRANTY AND LIABILITY LIMITATION CLAUSE
PRODUCTS SOLD BY VIKING ELECTRIC SUPPLY INC ARE WARRANTED ONLY TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY. VIKING ELECTRIC MAKES NO WARRANTIES REGARDING THE PRODUCT IT SELLS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. IN ANY EVENT, VIKING ELECTRIC'S LIABILITY FOR ANY REASON, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR THE DOCTRINE OF STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCT SOLD BY VIKING ELECTRIC GIVING RISE TO THE CLAIM.

A service charge of 1.5% per month (18% per annum), or the maximum legal rate, whichever is less will be assessed if this invoice is not paid by the above stated due date.

Viking Electric Supply

The distributor you can depend on...

451 Industrial Blvd. NE Minneapolis, MN 55413 www.vikingelectric.com
ADDRESS SERVICE REQUESTED
TEL (612)627-1300 WATS (800)435-3345
FAX (612)627-1310 MPLS DC

ALL PAYMENTS, CLAIMS, AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE NO.		
DATE	ACCOUNT #	INVOICE #
08/22/16	1570	1726311
CUSTOMER ORDER# 69136-24795		ORIGINAL
TO VIEW AND PAY ONLINE GO TO:		USE THIS TOKEN:
http://vikingelectric.billtrust.com		SFV DMV MKV

BILL TO:

KILLMER ELECTRIC CO INC
5141 LAKELAND AVE N
CRYSTAL MN 55429

REMIT TO:
VIKING ELECTRIC SUPPLY, INC.
P.O. BOX 856832
MINNEAPOLIS, MN 55485-6832

SHIP TO:

KILLMER ELECTRIC CO INC
TAG: ISANTI WWTP
5141 LAKELAND AVE N
CRYSTAL MN 55429

SALESPERSON	ORDER DATE	SHIP VIA	SHIP DATE	FROM INVOICE	PKG	CUSTOMER ORDER NO.
DOOLEY	06/28/16	DIRECT	08/19/16	1726311		69136-24795

ORDERED	SHIPPED	BKORDER	PRODUCT NO./DESCRIPTION	UNIT PRICE		AMOUNT	%
3	1		DIALIGHT 8ZC3C2N TYPE-B1	734.22	E	734.22	

Date Material Received
Ent'd A/P Jrn'l
Quantity OK
Extension OK KP
Pricing OK
Entered on Job Record 24795 Date
Approved for Payment

Pay Iten 16.003

TERMS
PROX 27TH: NET DUE BY 9/27/16.

SUB TOTAL	734.22
STATE TAX	50.48
LOCAL TAX	2.94
SHIPPING	
PAY THIS AMOUNT	787.64

WARRANTY AND LIABILITY LIMITATION CLAUSE

PRODUCTS SOLD BY VIKING ELECTRIC SUPPLY, INC. ARE WARRANTED ONLY TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY. VIKING ELECTRIC MAKES NO WARRANTIES REGARDING THE PRODUCT IT SELLS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. IN ANY EVENT, VIKING ELECTRIC'S LIABILITY FOR ANY REASON, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR THE DOCTRINE OF STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCT SOLD BY VIKING ELECTRIC GIVING RISE TO THE CLAIM.

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451 Industrial Blvd. NE Minneapolis, MN 55413 www.vikingelectric.com
ADDRESS SERVICE REQUESTED

TEL (612)627-1300 WATS (800)435-3345
FAX (612)627-1310 DULUTH

ALL PAYMENTS, CLAIMS, AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE NO.		
DATE	ACCOUNT #	INVOICE #
08/31/16	1570	1756100
CUSTOMER ORDER#		
69136-24795		ORIGINAL
TO VIEW AND PAY ONLINE GO TO:		USE THIS TOKEN:
http://vikingelectric.billtrust.com		SFV DMV MKV

BILL TO:

KILLMER ELECTRIC CO INC
5141 LAKELAND AVE N
CRYSTAL MN 55429

REMIT TO:

VIKING ELECTRIC SUPPLY, INC.
P.O. BOX 856832
MINNEAPOLIS, MN 55485-6832

SHIP TO:

KILLMER ELECTRIC CO INC
JOB 24795 ISANTI WWTP
5141 LAKELAND AVE N
CRYSTAL MN 55429

* LINES ARE SUBJECT TO NON-STOCK RETURN POLICY, VISIT WWW.VIKINGELECTRIC.COM FOR DETAILS

SALESPERSON	ORDER DATE	SHIP VIA	SHIP DATE	FROM INVOICE	PKG	CUSTOMER ORDER NO.
DOOLEY	08/16/16	VE TRK-AM	08/31/16	254583	4	69136-24795

ORDERED	SHIPPED	BKORDER	PRODUCT NO./DESCRIPTION	UNIT PRICE		AMOUNT	%
* 4	4		*ILP WTZ30IEDUNV40RAFLSE TYPE C	118.92	E	475.68	

Date Material Received
Quantity OK | Ent'd A/P Jrnl
Pricing OK | Extension OK KP
Entered on Job Record 24795 | Date
Approved for Payment

Pay Iten 16,003

TERMS
PROX 27TH: NET DUE BY 10/27/16.

SUB TOTAL	475.68
STATE TAX	32.70
LOCAL TAX	1.90
SHIPPING	
PAY THIS AMOUNT	510.28

A service charge of 1.5% per month (18% per annum), or the maximum legal rate, whichever is less will be assessed if the invoice is not paid by the above stated due date.

WARRANTY AND LIABILITY LIMITATION CLAUSE
PRODUCTS SOLD BY VIKING ELECTRIC SUPPLY INC ARE WARRANTED ONLY TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY. VIKING ELECTRIC MAKES NO WARRANTIES REGARDING THE PRODUCT IT SELLS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. IN ANY EVENT, VIKING ELECTRIC'S LIABILITY FOR ANY REASON, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR THE DOCTRINE OF STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCT SOLD BY VIKING ELECTRIC GIVING RISE TO THE CLAIM.

Viking Electric Supply
The distributor you can depend on...
451 Industrial Blvd. NE Minneapolis, MN 55413 www.vikingelectric.com
ADDRESS SERVICE REQUESTED
TEL (612)627-1300 WATS (800)435-9345
FAX (612)627-1310 MPLS DC

ALL PAYMENTS, CLAIMS, AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE NO.		
DATE	ACCOUNT #	INVOICE #
09/15/16	1570	1804722
CUSTOMER ORDER# 69136-24795		ORIGINAL
TO VIEW AND PAY ONLINE GO TO:		USE THIS TOKEN:
http://vikingelectric.billtrust.com		SFV DMV MKV

BILL TO:

KILLMER ELECTRIC CO INC
5141 LAKELAND AVE N
CRYSTAL MN 55429

REMIT TO:
VIKING ELECTRIC SUPPLY, INC.
P.O. BOX 856832
MINNEAPOLIS, MN 55485-6832

SHIP TO:

KILLMER ELECTRIC CO INC
MK; ISANTI WWTP
5141 LAKELAND AVE N
CRYSTAL MN 55429

* LINES ARE SUBJECT TO NON-STOCK RETURN POLICY, VISIT WWW.VIKINGELECTRIC.COM FOR DETAILS

SALESPERSON	ORDER DATE	SHIP VIA	SHIP DATE	FROM INVOICE	PKG	CUSTOMER ORDER NO.
DOOLEY	06/27/16	DIRECT	09/14/16	1804722		69136-24795

ORDERED	SHIPPED	BKORDER	PRODUCT NO./DESCRIPTION	UNIT PRICE		AMOUNT	%
* 3	3		*RUXWM12/JC80EP	586.94	E	1,760.82	1
* 1	1		*HUHAA540/B10/DS25/URMT1	575.82	E	575.82	1

Date Material Received
Quantity OK | Enc'd A/P Dm't
Pricing OK | Extension OK KP
Entered on Job Record 24795 | Date
Approved for Payment

Pay Item 16,003

TERMS
DISCOUNT 10TH, NET PROX 27TH: A CASH DISCOUNT OF $23.37 MAY BE DEDUCTED IF PAID BY 10/10/16. NET DUE BY 10/27/16.

SUB TOTAL	2,336.64
STATE TAX	160.64
LOCAL TAX	9.35
SHIPPING	
PAY THIS AMOUNT	2,506.63

WARRANTY AND LIABILITY LIMITATION CLAUSE
PRODUCTS SOLD BY VIKING ELECTRIC SUPPLY INC ARE WARRANTED ONLY TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY. VIKING ELECTRIC MAKES NO WARRANTIES REGARDING THE PRODUCT IT SELLS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. IN ANY EVENT, VIKING ELECTRIC'S LIABILITY FOR ANY REASON, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR THE DOCTRINE OF STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCT SOLD BY VIKING ELECTRIC GIVING RISE TO THE CLAIM.

A service charge of 1.5% per month (18% per annum), or the maximum legal rate, whichever is less will be assessed if the invoice is not paid by the above stated due date.

Viking Electric Supply

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451 Industrial Blvd. NE Minneapolis, MN 55413 www.vikingelectric.com
ADDRESS SERVICE REQUESTED

TEL (612)627-1300 WATS (800)435-8345
FAX (612)627-1310 MPLS DC

ALL PAYMENTS, CLAIMS, AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE NO.		
DATE	ACCOUNT #	INVOICE #
09/14/16	1570	1801758
CUSTOMER ORDER# 69136-24795		ORIGINAL
TO VIEW AND PAY ONLINE GO TO:		USE THIS TOKEN:
http://vikingelectric.billtrust.com		SFV DMV MKV

BILL TO:

KILLMER ELECTRIC CO INC
5141 LAKELAND AVE N
CRYSTAL MN 55429

REMIT TO:

VIKING ELECTRIC SUPPLY, INC.
P.O. BOX 856832
MINNEAPOLIS, MN 55485-6832

SHIP TO:

KILLMER ELECTRIC CO INC
MK: ISANTI WWTP
5141 LAKELAND AVE N
CRYSTAL MN 55429

* LINES ARE SUBJECT TO NON-STOCK RETURN POLICY, VISIT WWW.VIKINGELECTRIC.COM FOR DETAILS

SALESPERSON	ORDER DATE	SHIP VIA	SHIP DATE	FROM INVOICE	PKG	CUSTOMER ORDER NO.
DOOLEY	06/27/16	DIRECT	09/13/16	1801758		69136-24795

ORDERED	SHIPPED	BKORDER.	PRODUCT NO./DESCRIPTION	UNIT PRICE		AMOUNT	%
* 3	3		*RDX10004832D	4,481.59	E	13,444.77	1

Date Material Received	
Quantity OK	Ent'd A/P Jrn'l
Pricing OK	Extension OK KP
Entered on Job Record 24795	Date
Approved for Payment	

Pay Date 16.003

TERMS
DISCOUNT 10TH, NET PROX 27TH: A CASH DISCOUNT OF $134.45 MAY BE DEDUCTED IF PAID BY 10/10/16. NET DUE BY 10/27/16.

SUB TOTAL	13,444.77
STATE TAX	924.33
LOCAL TAX	53.78
SHIPPING	
PAY THIS AMOUNT	14,422.88

WARRANTY AND LIABILITY LIMITATION CLAUSE
PRODUCTS SOLD BY VIKING ELECTRIC SUPPLY INC ARE WARRANTED ONLY TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY. VIKING ELECTRIC MAKES NO WARRANTIES REGARDING THE PRODUCT IT SELLS, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. IN ANY EVENT, VIKING ELECTRIC'S LIABILITY FOR ANY REASON, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR THE DOCTRINE OF STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCT SOLD BY VIKING ELECTRIC GIVING RISE TO THE CLAIM.

A service charge of 1.5% per month (18% per annum), or the maximum legal rate, whichever is less, will be assessed if the invoice is not paid by the above stated due date.

Viking Electric Supply
The distributor you can depend on...

451 Industrial Blvd. NE Minneapolis, MN 55413 www.vikingelectric.com
ADDRESS SERVICE REQUESTED
TEL (612)627-1300 WATS (800)435-3345
FAX (612)627-1310 MPLS DC

ALL PAYMENTS, CLAIMS, AND RETURN GOODS MUST BE ACCOMPANIED BY THIS INVOICE NO.		
DATE	ACCOUNT #	INVOICE #
09/21/16	1570	1822794
CUSTOMER ORDER# 69136-24795		ORIGINAL
TO VIEW AND PAY ONLINE GO TO:		USE THIS TOKEN:
http://vikingelectric.billtrust.com		SFV DMV MKV

BILL TO:

KILLMER ELECTRIC CO INC
5141 LAKELAND AVE N
CRYSTAL MN 55429

REMIT TO:
VIKING ELECTRIC SUPPLY, INC.
P.O. BOX 856832
MINNEAPOLIS, MN 55485-6832

SHIP TO:

KILLMER ELECTRIC CO INC
ISANTI WWTP
5141 LAKELAND AVE N
CRYSTAL MN 55429

SALESPERSON	ORDER DATE	SHIP VIA	SHIP DATE	FROM INVOICE	PKG	CUSTOMER ORDER NO.
DOOLEY	09/13/16	DIRECT	09/20/16	1822794		69136-24795

ORDERED	SHIPPED	BKORDER	PRODUCT NO./DESCRIPTION	UNIT PRICE		AMOUNT	%
1	1		RAB ALED3TSOSFH/PCS ANTENA POLE FIXTURE	454.05	E	454.05	1

Date Material Received
Quantity OK | Ent'd A/P Jrn'l
Pricing OK | Extension OK KP
Entered on Job Record 24795 | Date
Approved for Payment

Pay Item 16.003

TERMS
DISCOUNT 10TH, NET PROX 27TH; A CASH DISCOUNT OF $4.54 MAY BE DEDUCTED IF PAID BY 10/10/16. NET DUE BY 10/27/16.

SUB TOTAL	454.05
STATE TAX	31.22
LOCAL TAX	1.82
SHIPPING	
PAY THIS AMOUNT	487.09

WARRANTY AND LIABILITY LIMITATION CLAUSE
PRODUCTS SOLD BY VIKING ELECTRIC SUPPLY INC ARE WARRANTED ONLY TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY. VIKING ELECTRIC MAKES NO WARRANTIES REGARDING THE PRODUCT IT SELLS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. IN ANY EVENT, VIKING ELECTRIC'S LIABILITY FOR ANY REASON, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR THE DOCTRINE OF STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCT SOLD BY VIKING ELECTRIC GIVING RISE TO THE CLAIM.

A service charge of 1.5% per month (18% per annum), or the maximum legal rate, whichever is less will be assessed if the invoice is not paid by the above stated due date.

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
September 6, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:30 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, Steve Lundeen and Tara Hallberg

Commissioners Absent: None

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

Motion to approve Agenda as presented by Lundeen, second by Bergley, motion carried unanimously.

3. Approve Minutes of August 3, 2016 Regular Economic Development Meeting

Motion by Lundeen second by Bergley to approve the minutes for August 3, 2016. Motion carried unanimously.

4. Consider Recommendation for Submittal of 2016 CEDS to ECRDC

Economic Development Director Sullivan highlighted items in the staff memo. Removal of the Medical clinic and updating the remaining four priority projects was completed by staff which include: Rail industrial Park, Downtown Redevelopment, Wastewater Treatment, Hotel. Sullivan stated that this document was used for identifying projects that could be eligible for Federal EDA dollars.

Motion by Lundeen second by Bergley to recommend to the City Council submittal of the 2016 CEDS document as presented.

5. Other Business / Updates / Communications

President Wimmer updated the EDA on the Hwy 65 Overlay District and that it would be reviewed by DAC, City Council and Planning Commission. He indicated looking at higher development

standards for the first 1 or 2 blocks would be part of this discussion. He also provided an updated on the Street Collector Fees and that DOAC would be looking at potential impacts of reducing or eliminating this fee.

Sullivan updated the EDA in regards to the status of the Promotional Bag / Welcome Brochure project, continued positive growth in housing and the net gain of businesses and their positive impact on Isanti.

Commissioner Collison asked when the Gas Station would be opening.

President Wimmer indicated the date of opening of the gas station was not certain, and the initial success has been phenomenal.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee Update
e. CVN
f. CGI
g. Promotional Bag and Welcome Brochure
h. Leader Financial and Oakwood Insurance Grand Opening
i. 100- 102 Dahlin
j. Housing Starts in 2016
k. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Collison to adjourn at 7:44 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 6th day of September, 2016.

Respectively Submitted,

Sean M. Sullivan

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
SEPTEMBER 13, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Wayne Traver, Greg Cesafsky, Steve Lundeen, and Jim Kennedy.

Members Absent: Jeff Duncan (prior notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

None.

2. Approval of Minutes from August 10, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Kennedy second by Bergley to approve the August 10th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Lundeen asked if the lots were irregularly shaped.

Achman stated the lots were not extremely irregular, but they don't allow for a three stall garage based on the sideyard setbacks required for this development.

Randy Bollinger, 926 Whiskey Rd NW, stated he didn't have any objections to the reduced sideyard setbacks. He just wanted clarification on whether this would shorten the driveway.

Achman clarified by stating that the home would be built wider but the driveway would stay the same. Homes are required to be setback a minimum of thirty feet from the front property line.

Mr. Bollinger stated that he was just concerned that the driveway would be shorter causing more of a parking issue in the neighborhood.

The public hearing was closed.

Motion by Lundeen second by Kennedy to recommend approval of the request from Tim Taylor for an Amendment to Villages on the Rum Third Addition, Phase 4 Planned Unit Development to reduce the interior side yard setback from fifteen (15) feet to ten (10) feet for the home and from fifteen (15) feet to five (5) feet for an attached garage (garage only), located in Isanti County, Isanti, Minnesota based on the Finding of Fact and Conclusions with the following conditions:

1. All other previously approved standards, conditions, and plans associated with the original Villages on the Rum Third Addition, Phase 4 Planned Unit Development must be met.

Motion carried unanimously.

B. Request from TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one to speak on the item. The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from the TH Construction of Anoka Inc. for Preliminary Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions with the following conditions:

1. The developer shall install 1 tree per 50 of lot frontage (roughly 21 trees)
2. The developer needs to be informed that they are to avoid curbstops within the driveway.

Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. Update on Highway 65 Overlay District.

Achman provided an update stating that staff is continuing to work on the Overlay District. Staff was hoping to have it ready for a public hearing at the October Planning Commission meeting, but it is more likely to be brought forward at the November or December meeting. Staff is reviewing the uses at this time and trying to make a determination on what uses would best create a gateway to the community.

Bergley asked if staff was looking for input from businesses yet.

Achman stated that would occur at the public hearing.

Cesafsky asked what the area was that would be part of the Overlay District.

Achman stated that it would be along the Highway 65 Corridor to the city limits and to include portions of the Tier One area.

6. Adjournment

Motion by Bergley second by Lundeen to adjourn the September 13th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:08 p.m.

Dated at Isanti, Minnesota this 13th day of September 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.5.

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF FINANCE DIRECTOR TO MS. JACKIE FISHER

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

WHEREAS, the City Council approved to advertise and accept applications to fill the vacant Finance Director position; and

WHEREAS, the Personnel Committee has selected Ms. Jackie Fisher as the most qualified candidate for the position; and

WHEREAS, a successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Finance Director position to Ms. Jackie Fisher for the City of Isanti with a start date of November 7, 2016 with conditions as provided in a contract between the City of Isanti and Ms. Fisher and attached as 'Exhibit A'.
2. That the Mayor and City Administrator are authorized to sign said contract.
3. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
4. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 18th day of October, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into on October 18, 2016 by and between the City of Isanti, Minnesota, a municipal corporation, herein called EMPLOYER, and Jacqueline Fisher, herein called EMPLOYEE. This Agreement shall become effective on the EMPLOYEE'S first day of employment of November 7, 2016.

EMPLOYER desires to employ the services of Jacqueline Fisher as Finance Director for the City of Isanti as provided by applicable Minnesota law and applicable ordinances of the City of Isanti, Minnesota.

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

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

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

2. Term. The EMPLOYEE's employment shall be for an indefinite term at the will of the EMPLOYER. The terms of this contract shall be applicable from November 7, 2016 and until termination of the employment relationship, or until amended by a subsequent agreement approved by action of the City Council of the City of Isanti and signed by both EMPLOYER and EMPLOYEE.

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

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

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

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

4. Salary. EMPLOYER agrees to pay EMPLOYEE for services rendered pursuant to this contract wages calculated on an annual base salary of $84,069.68 payable in installments at the same time as other payroll employees of the EMPLOYER are paid. In the event a cost of living adjustment is approved by the EMPLOYER in 2017 for the salary for this position, the annual base salary shall be increased to include that adjustment. During the first 12 months of employment performance reviews will occur at six and 12 months. Salary increases will be considered upon successful performance reviews at six and 12 months. Subsequent annual salary increases shall be based on a successful annual performance review and approval of any cost of living salary adjustment by the City Council.

5. Vacation, Sick Leave and Insurance Benefits. The EMPLOYEE shall be entitled to earn vacation at an accrual rate equivalent to 18 days per year, with any additional adjustment based on years of services as prescribed by the EMPLOYER's personnel policy.

Sick leave shall be provided as prescribed by the EMPLOYER's personnel policy. Insurance and other employee benefits shall be provided as prescribed by the EMPLOYER's personnel policy.

6. Performance Appraisal. The City Administrator, or in absence of the City Administrator, the Mayor and Council shall review and evaluate the performance of EMPLOYEE at least once annually, preferably prior to November 1st of each year. Following completion of each such performance appraisal the EMPLOYEE shall be given a summary thereof. In the first year of employment the EMPLOYEE shall be subject to a probationary performance review after six months of employment as per the EMPLOYER's personnel policy.

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

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

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

for professional development of EMPLOYEE. EMPLOYER shall pay for EMPLOYEE's attendance at the MnGFOA annual conference. The EMPLOYER will pay costs for training fees, travel and lodging, and meals, as per the EMPLOYER's personnel policy manual. The EMPLOYER shall pay for publications for the EMPLOYEE to assist in performance of their job duties. Such publications shall be approved by the EMPLOYER.

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

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

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

EMPLOYER

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

EMPLOYEE

Jacqueline Fisher
47464 Gone Golfin
Garrison, MN 56450

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

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

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

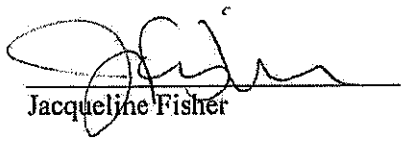
EMPLOYER

City of Isanti, Minnesota

By:_____
George A. Wimmer
Its Mayor

By:_____
Donald C. Lorsung
Its City Administrator

EMPLOYEE



Jacqueline Fisher

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK TO CHRISTINA PARSONS

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Liquor Store Part-Time Clerk position; and

WHEREAS, the Interviewing Panel selected Christina Parsons as the most qualified candidate for the open Part-Time Clerk position. A successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Part Time Liquor Store Clerk position to Christina Parsons for the City of Isanti and that she shall be eligible to start in that position on or after October 19, 2016.
2. That Christina Parsons shall start at Step 1 of the Wage Scale at $10.57 per hour.
3. That Christina Parsons shall be on probationary status per the Personnel Policy in the position of the Part-Time Clerk position effective October 19, 2016, or her start date, whichever is later.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 18th day of October, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-XXX

RESOLUTION OFFERING THE POSITION OF PART-TIME LIQUOR STORE CLERK TO BEVERLY HARREN

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

WHEREAS, the City Council approved to advertise and accept applications to fill a Liquor Store Part-Time Clerk position; and

WHEREAS, the Interviewing Panel selected Beverly Harren as the most qualified candidate for the open Part-Time Clerk position. A successful background check has been completed on the candidate.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL of the City of Isanti, Minnesota as follows:

1. That Human Resources is hereby directed to offer the Part Time Liquor Store Clerk position to Beverly Harren for the City of Isanti and that she shall be eligible to start in that position on or after October 19, 2016.
2. That Beverly Harren shall start at Step 1 of the Wage Scale at $10.57 per hour.
3. That Beverly Harren shall be on probationary status per the Personnel Policy in the position of the Part-Time Clerk position effective October 19, 2016, or her start date, whichever is later.
4. That Human Resources is directed to complete all required documentation for the completion of the employment offer.
5. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 18th day of October, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
October 4, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:31 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, and Steve Lundeen

Commissioners Absent: Tara Hallberg

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

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

3. Approve Minutes of September 6, 2016 Regular Economic Development Meeting

Motion by Collison second by Bergley to approve the minutes for September 6, 2016. Motion carried unanimously.

4. Consider Request for Contribution to Minnesota Economic Development Foundation (MNEDF)

Economic Development Director Sullivan highlighted the staff memo and the history of City of Isanti Awards from the MNEDF for Interns and Training opportunities. Sullivan indicated that he has been the recipient of a scholarship for training for NDC and that the organization has done great things for economic development and provided a valuable service for the City of Isanti. He stated that this was not a budgeted item and that a funding source would need to be identified. Sullivan asked the EDA to consider supporting this organization with a donation.

Discussion ensued.

President Wimmer acknowledged that this was not a budgeted item but the Council does have the discretion to ad items such as this. He indicated that the General Fund, or other Funds that were possibly under budget, could be used for these type items.

Member Dragisich stated that he supported making a donation to the fund because the City had been a scholarship recipient multiple times.

Motion by Lundeen second by Dragisich to recommend to the City Council a donation of $1000 to be made to MNEDF and to refer to Finance Committee to identify that funding source. Motion carried unanimously.

5. Other Business / Updates / Communications

Sullivan highlighted items on the Staff Memo.

Lundeen informed the EDA that the construction traffic associated with Allina has not be ideal. A Stop sign was needed.

President Wimmer stated that it was part of the site plan and that Allina was responsible for putting a stop sign in and the City would reciprocate at the McDonald's development.

President Wimmer stated that Coborn's is looking to phase the gas station area. They want to do the pumps immediately and at some point would like to do the carwash.

President Wimmer informed the EDA that Governor Dayton visited SnoBear USA in Isanti and that we have a very good meeting about SnoBear USA, economic development and use of state programs.

Discussion about housing market and trends occurred. Thought was the season was wrapping up and that there still was sufficient lot inventory in the City.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee
e. CVN
f. CGI
g. Promotional Bag and Welcome Brochure
h. 100- 102 Dahlin
i. Minnesota Manufacturing Week – October 2 - 8
j. Housing Starts in 2016
k. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Collison to adjourn at 7:58 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 4th day of October, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
OCTOBER 11, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Wayne Traver, Greg Cesafsky, Steve Lundeen, and Jim Kennedy.

Members Absent: Jeff Duncan (no notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

None.

2. Approval of Minutes from September 13, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Bergley to approve the September 13th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

The public hearing was closed.

Motion by Lundeen second by Bergley to recommend approval of the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City

Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.

2. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

Motion carried unanimously.

B. Request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one to speak on the item. The public hearing was closed.

Motion by Lundeen second by Bergley to recommend the approval of the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota based on the Finding of Fact and Conclusions and with the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Bergley second by Kennedy to adjourn the October 11th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:05 p.m.

Dated at Isanti, Minnesota this 11th day of October 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

Isanti Police Department Monthly Report

September 2016

Reported Crime	Month to Date	Year to Date
Theft	16	113
Assault	1	33
Vandalism/Damage to Property	8	71
Narcotics	3	30
Burglary	5	22
Domestics	7	65
Crim Sex	0	5
Robbery	0	0
Loud Party/Disturbance	12	101
Medical	21	196
Permit to Purchase (Eff 3/1/2016)	7	46

Traffic Offenses	Month to Date	Year to Date
No Insurance	10	72
DUI	3	18
Accidents	3	60
Hit & Run	0	3
Warrant P/U	6	41
Speed	24	174
DAR/DAS	5	30
Administrative Citations (Including Speed)	11	110

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	34,389	1,500	13,117
Dodge 222	106,668	1,443	14,390
Dodge 225	155,822	718	11,414
Chevy Silverado 224*	OUT OF SERVICE		738
Chevy Silverado 220	100,345	327	2,871
Chevy Impala 223	79,111	244	3,478
Ford Explorer 224	11,337	3,381	11,337

CEZT SCORE CARD

September 2016

CEZT SCORECARD

CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**572**	**512**	**414**	**311**	**229**	**143**	**103**
TOTAL OPEN CASES	**37**	**51**	**80**	**38**	**59**	**36**	**37**
VIOLATIONS CLOSED THIS PERIOD	**75**	**109**	**67**	**78**	**66**	**35**	**25**
NEW ISSUES THIS PERIOD	**60**	**98**	**103**	**82**	**86**	**40**	**33**
CAN-Proh Animals							
CCV-Comm Vehicle Storage							
CDO--Dogs							
CPA-Park & Store	35	24	40	19	22	34	26
CSN-Snow Removal							
CSP-Solicitors/Peddlers							
CST--Fish Houses, PODS, Rolloffs							
NEX-Exterior Structure, Paint/Repair	1	2	1			1	
NGA-Garbage Service & Storage							
NGR--Grass Length	9	60	60	62	63		
NJU--Junk/Brush	10	12	2	1	1	1	7
NUV-Unlicensed vehicle or missing plates	5					2	
ZAC-Accessory Building							
ZFE-Fence						2	
ZTD--Temporary Dwelling							
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	62	154	108	92	86		
Administrative Citations Issues/period	1	0	0	1	3	4	
Criminal Citations Issued/period							
Abated Properties/Period	9	7	23	14	14		
Admin Hearings Requested							
Admin Hearings Held w positive judgement							
Criminal trials w positive judgement							
AVERAGE TIME TO COMPLIANCE	**14**	**13**	**15**	**14**	**11**	**15**	**12**

M.4.

CITY OF ISANTI MONTHLY REPORT

September 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	10	41	$0.00	$0.00	$10.00	$11,134.24	$800.00	$3,280.00		
Decks	1	27	$5,000.00	$82,735.32	$2.50	$23,682.20	$194.70	$4,143.00		
Basement Finish	2	15	$17,000.00	$106,213.58	$8.50	$7,900.00	$435.12	$3,405.29		
Addtns. Remodel	0	3	$0.00	$41,676.86	$0.00	$0.00	$0.00	$996.42		
Garages / Sheds	0	3	$0.00	$10,000.00	$0.00	$0.00	$0.00	$439.40		
Miscellaneous	5	101	$0.00	$68,557.11	$5.00	$1.00	$460.00	$12,126.75		
Single dwellings	6	55	$1,108,664.41	$9,275,148.36	$554.32	$0.00	$14,765.67	$127,733.92		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	2	74			$2.00	$20.00	$150.00	$5,630.00		
Plumbing	9	82			$9.00	$30.00	$1,120.00	$9,960.00		
									$23,949.00	$375,201.00
Resid. Totals	**35**	**401**	**$1,130,664.41**	**$9,584,331.23**	**$591.32**	**$42,767.44**	**$17,925.49**	**$167,714.78**	**$23,949.00**	**$375,201.00**
Commercial										
New Buildings	0	4	$0.00	$5,650,000.00	$0.00	$625.00	$0.00	$49,049.53		
Addtns./Remodel	0	8	$0.00	$1,879,000.00	$0.00	$9.00	$0.00	$16,993.72		
Plumbing	1	9	$0.00	$216,505.00	$1.00	$36.80	$50.00	$4,397.16		
Mechanical	0	7	$0.00	$507,798.00	$0.00	$26.50	$0.00	$8,339.22		
Roofing	0	1	$0.00	$0.00	$0.00	$1.00	$0.00	$80.00		
Tenant Change/Fill	4	27	$1,689,405.00	$1,692,205.00	$846.70	$854.70	$15,307.63	$21,244.13		
Comm. Totals	**5**	**56**	**$1,689,405.00**	**$9,945,508.00**	**$847.70**	**$1,553.00**	**$15,357.63**	**$100,103.76**	**$55,881.00**	**$218,414.88**
Resid. Plus Comm. Totals	**40**	**457**	**$2,820,069.41**	**$19,529,839.23**	**$1,439.02**	**$44,320.44**	**$33,283.12**	**$267,818.54**	**$79,830.00**	**$593,615.88**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD Sept 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	0	0	0	0	$0.00	$1.75	$0.00
2013	212	8	0	1	$2,348,805.36	$43,941.89	$74,347.00
2014	387	29	0	2	$13,786,410.00	$156,709.66	$237,723.17
2015	0	0	0	0	$7,057,395.06	$128,358.63	$231,507.00
2016	457	55	0	4	$19,529,839.23	$267,818.54	$593,615.88

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,660.48
February	43	$3,603,092.10	$38,740.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	80	$6,057,162.93	$73,228.05
June	62	$1,354,717.77	$28,061.92
July	58	$320,077.97	$10,400.69
August	49	$1,894,275.41	$25,748.23
September	40	$2,820,069.41	$33,283.12
October	0	$0.00	$0.00
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	457	$19,529,839.23	$267,818.54

BOLTON & MENK

Real People. Real Solutions.

M.6.

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

MEMORANDUM

Date: October 12, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E.

Subject: Project Status Report
Isanti, MN
Project No.: R13.111162

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

1) **Palomino Road Preliminary Engineering Report**

We will survey the project area this month and begin drafting the report.

2) **2017 Pavement Maintenance Project**

We will create the plans and specs for the option the City selects.

3) **MS4 Phase 2 & 3 Implementation**

Based on committee recommendation, we will bring a proposal to Council to aid the City in meeting the requirements of the MS4 permit for Phase 2 and Phase 3 of the implementation schedule.

4) **City Hall Parking Lot Expansion**

Final punchlist items will be addressed and the project will be closed out.

5) **Wastewater Treatment Improvements**

The Contractor plans to perform the following work this month:

- Construct masonry on the pretreatment building,
- Install piping from the new pretreatment building to the new control structure
- Install new aeration headers in pond #6
- Pour concrete channels inside the pretreatment building

6) **Whiskey Road Walk Infill Study**

We have created a draft report for City comment.

7) **1st Avenue Sidewalk & Curb Replacement**

We have created a draft plan set for City comment.

In addition to the current projects listed above we have completed and accepted 44 private developments and 48 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

Bolton & Menk is an equal opportunity employer.

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, NOVEMBER 1, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes
1. October 18, 2016 - Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1.	Planning Commission Meeting	Wednesday, November 9, 2016 at 7:00 p.m.
2.	CITY OFFICES CLOSED	Friday, November 11, 2016
	(In observance of the Veteran's Day)	
3.	Canvass Board Meeting	Tuesday, November 15, 2016 at 6:50 p.m.
4.	City Council Meeting	Tuesday, November 15, 2016 at 7:00 p.m.
5.	Parks, Recreation and Culture Board Meeting	Tuesday, November 22, 2016 at 6:00 p.m.
6.	CITY OFFICES CLOSED	Thursday & Friday, November 24 & 25, 2016
	(In observance of the Thanksgiving holiday)	

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Discussion Regarding Appeal for Revocation of Solicitor Permit for RG Enterprises, Inc. *(Mike Gerber)*

<u>City Administrator Don Lorsung</u>
2. Annual Review of Snow Plowing Policy and Exempt Sidewalks from Snow Removal
3. Resolution Amending the Procedure for Annual Walk Through of Building on City Property
4. Authorize Renaming of Isanti Tot Lot to Isanti Hills Neighborhood Park

<u>City Engineer Brad DeWolf</u>
5. Consider Resolution Authorizing Pink Water Monitor, ORP Probe for Water Treatment Plant
6. Consider Resolution Authorizing Sodium Hypochlorite Feed System for Water Treatment Plant

L. Approve Consent Agenda
1. Consider Accounts Payable in the Amount of $146,483.49 and Payroll in the amount of $107,981.18
2. Final Meeting Minutes for the September 27, 2016 Parks, Recreation and Culture Meeting
3. Resolution Approving an Exempt Gambling Permit to the Cambridge-Isanti Red Line Hockey Club
4. Resolution Demonstrating Support for the Isanti County Sheriff's Department Improvements

5. Consider Resolution Authorizing Contribution to Minnesota Economic Development Foundation (MNEDF)
6. Resolution Approving a Check Be Written to Friends of St. Scholastica for Volunteering at the Community Movie Night
7. Resolution Approving State of Minnesota Joint Powers Agreements with the City of Isanti on Behalf of Its City Attorney and Police Department
8. Resolution Accepting Loading Zone at 102 Dahlin Ave SE and Authorizing Purchase and Placement of Loading Zone Signs
9. Resolution Not Waiving Statutory Liability Limits for the City of Isanti
10. Resolution Approving City Assistance with Downtown Wreath Hanging
11. Resolution Accepting Change Order for Interim Finance Director Services
12. Resolution Approving Extended Leave for Public Works Technician Jake Pudlick

M. Other Communications

1. Draft Meeting Minutes for the October 25, 2016 Parks, Recreation and Culture Meeting

N. Closed Session

1. Discussion Regarding Personnel Matter

The City Council will resume in open session following each or any Closed Session matter. After reopening the meeting, the Council may take such action, if any as it deems appropriate pertaining to the matter discussed in closed session.

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, OCTOBER 18, 2016 – 7:00 P.M.
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison, Ross Lorinser and Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, City Clerk/Human Resources Lindsey Giese, Police Chief Gene Hill, City Engineer Brad DeWolf

Others Present: Chris Caulk, Robert Dowd, Jason Simoneau, MB Pieper, Kris Courneya, Kirsten Statema

D. Adopt Agenda
Motion by Lundeen, second by Collison to accept the agenda. Motion carried.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. October 4, 2016 - Regular Meeting of the City Council

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

G. Citizens Input
None

H. Announcements

1.	Parks, Recreation, and Culture Board Meeting	Tuesday, October 25, 2016 at 6:00 p.m.
2.	City Council Meeting	Tuesday, November 1, 2016 at 7:00 p.m.
3.	Economic Development Authority	Tuesday, November 1, 2016
	(Immediately following the City Council Meeting)	
4.	Planning Commission Meeting	Wednesday, November 9, 2016 at 7:00 p.m.

I. Council Committee Reports
Mayor Wimmer informed the Council that Senator Klobuchar was in Isanti last week visiting SnoBear and it went very well. Mayor Wimmer and Economic Development Director Sean Sullivan discussed with Senator Klobuchar a few economic development tools they want to make sure are available for a couple projects the City is looking at. They also spoke with her regarding the Rail Industrial Park and some other options to look at moving on to the feasibility study phase.

The Mayor also informed the Council that we have had some issues recently with peddlers and solicitors in town. He reminded the City residents that if someone knocks on your door soliciting, ask to see their City of Isanti peddler/solicitors license. If they do not have one, they need to apply for it at Isanti City Hall. If they continue without it, they will be gently reminded by our strong police force that they are not allowed to proceed without a license. We have also pulled a license from someone recently who was going over the line and also received a number of complaints about them. We take this very seriously.

J. Public Hearings

K. Business Items

1. **Isanti County Sheriff 9-1-1 Presentation**

Before the presentation, Sheriff Caulk first gave an update on the new Sheriff's building. The certificate of occupancy should be available on the 28th of October. They will slowly begin moving over before that date because they need to make sure the two buildings "talk" to each other but cannot operate there before they receive the certificate. They are hoping to host an open house sometime between Christmas and New Year's. Dispatch will begin their remodel project, pulling wires and lines, on Wednesday, October 19 to set up a temporary dispatch center in the Chief Deputy's office. The new dispatch center will have three live stations with room to grow to six which should cover the Law Enforcement needs in our community for the next 75–100 years. Caulk then asked for questions.

Councilor Collison questioned where squad cars are being serviced. Sheriff Caulk explained previously they were serviced through Isanti County Heartland Express but due to time constraints it has been changed and they are now serviced around the community.

Mayor Wimmer shared about the little cubby that dispatch currently operates from and Robert Dowd, Dispatch Supervisor of the dispatch office explained they will be going from 300 square feet to approximately 1,100 square feet.

Dowd went on to explain he had been with the Sheriff's office for 24 years. They have 8 full time and two-part time dispatchers that cover the dispatch center 24 hours a day/7 days a week. They have a combined 188 years of experience which equals an average of about 18 years per employee. Supervisor Dowd continued with a PowerPoint presentation in regards to the dispatch center and their operations. He informed City Council of how their processes previously worked, and what they are progressing to with the new (Next Generation) technology.

Sheriff Caulk also presented information in regards to a potential agreement with the Tri County Regional Forensic lab (located in Anoka County) which will vastly improve the County's ability to solve crimes as they relate to using Forensics. It was noted that this Regional Forensic Lab is one of the best in the entire State, and that we will soon (hopefully) have access to using it.

At the end of the presentation, Councilor Lorinser thanked Supervisor Dowd and Sheriff Caulk and commented that the combined years of service for the dispatchers is priceless. In his personal career in law enforcement it is very clear and makes a big difference when you get really good dispatchers.

Following the discussion Mayor Wimmer went on to ask Council for a motion demonstrating support for the Isanti County Sheriff's Department and their improvements.

Motion by Collison, second by Lorinser. Motion carried unanimously.

2. **Resolution 2016-306 Special Event Request for WillowBridge Open House**

Jason Simoneau explained they will be hosting this event on Friday, November 4 from 5-8 pm. There will be live music. They expect to have about 300 people with parking attendants available. The event is all indoors. Alcohol will be handled in the Green Table.

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

City Administrator Don Lorsung

3. **Resolution 2016-307 Approving the Request from T.H. Construction of Anoka for the Final Plat of Sun Prairie Second Addition**

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

4. **Resolution 2016-308 Approving a Conditional Use Permit for Outdoor Storage for Kardo Properties/Conveyors Direct located at 605 1st Ave NW**

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

5. **Resolution 2016-309 Awarding Quote and Authorization of Entering into a Five Year Contract for Annual Lift Station Service**

Motion by Lundeen. Second by Bergley. Motion carried unanimously.

6. **Resolution 2016-310 Accepting Planning Commissioner Jeff Duncan's Letter of Resignation**

Mayor Wimmer explained the Commission is planning to go down to five members at the end of the year. After Mr. Duncan's resignation, we will be at that number.

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

7. **Ordinance 2016-655 Amending City Code Chapter 227 – Loading Zones**

Mayor Wimmer explained this is in regards to Isanti County Heartland Express picking up customers. It is to assure they have space to do so until we are a large enough community to actually have bus zones.

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

8. **Ordinance 2016-656 Amending Chapter 227 Parking and Storage to include Portion of West Side of Centennial Drive NW**

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

Police Chief Gene Hill

9. **Resolution 2016-311 Authorizing Staff to Accept the Bureau of Justice Programs Ballistic Vest Grant**

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

City Engineer Brad DeWolf

10. **Resolution 2016-312 Storm Sewer Apron & Pond Inventory Report**

DeWolf explained, as required by our MS4 Permit, they surveyed all 129 Storm Water Ponds and wetlands in the community. The Mayor pointed out we have a population of just under 6,000 and an area of

approximately 4.85 square miles and we have 129 ponds. DeWolf added there are 528 storm sewer outlets into the system, which is quite a system and it's in good shape. The plan outlines a five-year plan to deal with any problem areas. It starts in 2017 with the dollars that are currently in the 2017 budget and ramps up over that five-year period. It was reviewed by the Finance Committee and it was recommended it be approved by the Council.

Motion by Lorinser, second by Collison. Motion carried unanimously.

11. **Resolution 2016-313 Engineering Proposal for Railroad Avenue Trail Infill Study**

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

12. **Resolution 2016-314 Accept 2017 Pavement Maintenance Project Options**

The 2017 Pavement Maintenance Project Options were reviewed by the Public Works Committee. DeWolf shared that with our franchise fees for 2017, we have $266,000 in that fund to fund maintenance of our streets. We had four options to review and it is recommended that we move forward with Option 3.

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

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $431,694.51 and Payroll in the amount of $89,606.60
2. Contractor's Pay Request No. 02 Wastewater Treatment Improvements in the Amount of $184,792.00
3. Final Meeting Minutes for the September 6, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the September 13, 2016 Planning Commission Meeting
5. **Resolution 2016-315** Offering the Position of Finance Director to Ms. Jackie Fisher
6. **Resolution 2016-316** Offering the Position of Part Time Liquor Store Clerk to Ms. Christina Parsons
7. **Resolution 2016-317** Offering the Position of Part Time Liquor Store Clerk to Ms. Beverly Harren

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

M. Other Communications

1. Draft Meeting Minutes for the October 4, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the October 11, 2016 Planning Commission Meeting
3. September Police Department Report
4. September Code Enforcement Report
5. September Building Inspector Report
6. October Engineering Report

Adjournment

Motion to adjourn by Lundeen, second by Bergley. Motion carried unanimously. The meeting was adjourned at 7:44 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

K.1.

A Community For Generations.

Isanti

MEMO

To: **Mayor Wimmer and Members of City Council**

From: Lindsey Giese, Human Resources/City Clerk

Date: October 26, 2016, 2016

Subject: Discussion Regarding Revocation of RG Enterprises, Inc. Solicitor Permit

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Background:

On October 7, 2016 RG Enterprises, Inc. was provided certificate of registration for a Solicitor's permit that they had requested. The standard application and background process was followed. RG Enterprises, Inc. had four staff approved with badges that were able to solicit their services (specifically to attempt sales of Kirby vacuum cleaners) for the duration of the 2016 calendar year.

Beginning on October 10, 2016, the Isanti Police Department received several complaints including complaints of suspicious person / activity, rude & pushy salesman and soliciting to a home that is signed 'Soliciting Prohibited'. A total of 5 complaints were received from residents regarding the conduct of the Solicitors affiliated with RG Enterprises, Inc.

A summary of the complaints are as follows:

- 10-10-2016 Soliciting without City Permit in possession.
- 10-10-2016 Report of pushy salesman.
- 10-15-2016 Report of suspicious person/vehicle in neighborhood.
- 10-17-2016 Two reports of rude / pushy salesperson – in minivan – one reporting party states that his residence is posted 'soliciting prohibited' and person still came to the door.
- 10-18-2016 Verbal complaint of pushy sales, wouldn't readily take 'No' for an answer but was not reported to police until after permit was revoked.

Pursuant to City Code Chapter 245-10G, the Chief of Police informed the Supervisor of the staff that their license had been revoked and effective October 18th they would no longer be eligible to solicit within Isanti. RG Enterprises, Inc. was also provided a copy of City Ordinance No. 485 pertaining to City Code requirements of regulations and conduct for peddlers, solicitors and transient merchants, which was also provided upon initial application of the permits.

In response, the City of Isanti received a request to appeal on October 26, 2016 from Mr. Mike Gerber on behalf of RG Enterprises, Inc. The City Code provides the right for Mr. Gerber to address the Council regarding his request for the permit to be reinstated.

Attachments:

- Isanti Police Department Notice of Revocation Letter
- City Code Chapter 245-10 Standards of Conduct and City Code Chapter 245-13 Suspension; Revocation
- Written Appeal Letter from Mike Gerber (RG Enterprises, Inc. Supervisor)

Isanti Police Department

A Community for Generations
State of Minnesota

Chief Gene C. Hill

ChiefHill@cityofisanti.us

401 First Ave. Nw.
P.O. Box 428
Isanti, Mn. 55040

October 18, 2016

RG Enterprises, Inc.
Attention: Supervisor Mike Gerber
1084 Highway 3 S.
Northfield, MN 55057

Re: Revocation of Solicitor's Permits

Supervisor Mike Gerber,

It has come to the City's attention that five complaints were made against RG Enterprises, Inc. in regards to suspicious activity reports and staff being rude and pushy in their sales. The Police Department advised Brandon Weiland of RG Enterprise of these complaints on October 17, 2016. All solicitors within the City of Isanti must conduct activity in a reasonably courteous manner at all times, per City Code Chapter 245-10G. Due to the excessive amount of complaints, the Solicitor's Permits previously issued for all individuals with RG Enterprises, Inc. has hereby been revoked effective October 18, 2016. The following members are no longer able to solicit within the City of Isanti: Brandon Weiland, David Hirsch, John Quam, and Michael Sanchez.

Upon initial request of Solicitor's permit, RG Enterprises, Inc. staff was provided with a copy of Ordinance No. 485 pertaining to City Code requirements of regulations and conduct pertaining to peddlers, solicitors and transient merchants. It is the Solicitor's responsibility to follow the Code of Conduct.

Please be advised that upon receiving notice of denial of a Solicitors' permit license, the applicant shall have the right to request an appeal before the Isanti City Council within ten (10) days following the date of this notice or by October 31, 2016. This would not be a public hearing.

Please feel free to contact me at 763-444-4761 should you have questions relating to this matter.

Respectfully,

Gene C. Hill

Gene C. Hill
Chief of Police
Emergency Management Director

CC: Police Lieutenant Travis Muyres
City Administrator Don Lorsung
HR/Clerk Lindsey Giese

§ 245-10. Standards of conduct.

A. Except for those people specified in § **245-4**, a person may conduct regulated activity in the City only if they carry a license with attached photograph identifying the person has been issued a license, and it has not been revoked, suspended, or impounded. The license and attached photograph must be shown upon request.

B. A licensee must not transfer its license to another person. A license that has the photograph removed is invalid. Use of that invalid license is a violation of this chapter.

C. A person must not use a license issued to someone other than that person.

D. A person conducting regulated activity must not go onto private property for that purpose when there are signs prominently posted indicating that trespassing and/or solicitation is unwelcome or prohibited.

E. A person must not be on a street, highway, or adjacent boulevard and direct regulated activity toward the occupants of any motor vehicle in transit and must not obstruct the free flow of vehicular or pedestrian traffic on any public street, sidewalk, or other public right-of-way.

F. A person must not conduct regulated activity in a manner that creates a health or safety hazard. No person shall call attention to his/her/its business or items to be sold by means of blowing a horn, whistle, bell, or crying out or by any other noise, so as to be unreasonably audible within an enclosed structure.

G. A person must conduct regulated activity in a reasonably courteous manner at all times, must not engage in offensive, obscene, or abusive language, must not push open a door not opened by an occupant, must not place any portion of the person's body through an opened doorway without the invitation of an occupant, and must not physically attempt to stop an occupant from closing a door.

H. A licensee must immediately leave private property when requested to do so by an occupant or owner and must leave immediately upon completion of a transaction or an unsuccessful attempt to contact an occupant.

I. A licensee entering onto residential property must go directly to a door of the house, unless there is an adult present outside of the house or in an open garage. At no time may a licensee go to a window or to the back yard, unless invited to do so by the occupant.

J. A person conducting regulated activity must not make untrue statements to the people contacted regarding the purpose of the contact, orders placed by the neighbors, or the goods and services offered.

K. A licensee must not make statements to the people contacted indicating or implying that the City license constitutes an endorsement of his/her/its activities or products by the City.

L. While conducting regulated activity, a licensee must not be accompanied by a person who is not licensed or is not listed in the license application.

M. No person shall conduct business before 10:00 a.m. or after 7:00 p.m.

§ 245-11. Exclusion by placard.

No peddler, solicitor or transient merchant, unless invited to do so by the property owner or tenant, shall enter the property of another for the purpose of conducting business when the property is

marked with a sign or placard at least four inches long by four inches wide with print of at least 48 point in size stating "No Peddlers, Solicitors, or Transient Merchants" or "Peddlers, Solicitors and Transient Merchants Prohibited" or other comparable statement. No person other than the property owner or tenant shall remove, deface or otherwise tamper with any sign or placard under this section.

§ 245-12. Special events.

The following standards shall apply to events that include Jubilee/Rodeo Days and the Fall Music Fest; or other events that may be hosted by a sponsor, promoter, or organizer.

A. It is not necessary for each transient merchant to obtain a license under this chapter, provided that the sponsor, promoter or organizer of the event maintains a list of all participants and assumes responsibility for his/her/its activities and conduct.

B. The sponsor, promoter or organizer of the event may designate where peddlers and transient merchants set up their booths or sales stands.

§ 245-13. Suspension; revocation.

A. The City may suspend or revoke an identification card and/or license, if the person who is acting on behalf of the licensee, or the licensee, has:

(1) Violated a provision of this chapter, or other local laws governing the same activity, during the license period;

(2) Violated a criminal law during the license period that adversely reflects on the ability to honestly, safely, or lawfully conduct the regulated activity; or

(3) Submitted false information or omitted material information in the licensing process required by this chapter.

B. If a license is revoked or suspended, all licenses issued to people acting on behalf of the licensee are automatically revoked or suspended.

§ 245-14. Violations and penalties; enforcement.

A. The Chief of Police and his/her designees are authorized to enforce this chapter. They may impound a license when a person has been found violating a provision of this chapter, when cause exists for suspending or revoking the license, or when the license has been suspended or revoked. When impounding a license, the official must send a notice to the licensee and at the address on the application form, giving the parties 10 days to submit a written request for a hearing before the City Council. Failure to timely request an appeal constitutes a waiver of that appeal and results in an automatic suspension of the license or card for three years.

B. Any person violating any provision of this chapter shall be guilty of a misdemeanor, and, upon conviction thereof, shall be punished by a maximum fine of $1,000 or a term of imprisonment not to exceed 90 days, or both, plus costs of prosecution in either case.

January 2017

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February 2017

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DECEMBER 2016

Thursday 1

336/030

8
:15 Greetings,
:30
:45 My name is Michael A. Gerber. I have
9 been self employed as a Kirby Salesman
:15 for almost 4 years now. My company and
:30 my people pride ourselves on Integrity, quality,
:45 Reliability and performance. Every community we go
10 to we offer Kirby products in a Professional
:15 manner. We know that if we don't, we get
:30 a Bad name all across Minnesota Wisconsin
:45 and Iowa. I would like to add that we
11 have sold about 9 machines in Isanti
:15 and about 11 machines in Cambridge MN. We
:30 have had good results in your community.
:45 I would be willing to provide Results of
12 these Sales which speak highly of our
:15 character. The few complaints we had in
:30 Isanti should not reflect our character or
:45 Business practices.
1
:15 Brandon Weiland and David Hirsch have been with
:30 my company for over 1 year
:45 Josh Quam and Michael Sanchez have been with
2 my company for over 4 months.
:15 They are good people and self employed
:30 and just trying to make a living.
:45 With the amount of Sales I would Really like
3 if your City of Isanti would give us
:15 a second chance Please let me go Before
:30 you council and Ask in Person.
:45 Thanks,
4
:15 Michael A. Gerber owner
:30
:45 Brandon Weiland sign: [signature]
5
:15 Josh Quam sign: [signature]
:30
:45 Michael Sanchez sign: Michael Sanchez
6
:15 David Hirsch sign: [signature]
:30
:45
7
:15
:30
:45
8

K.2.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assistant City Admin

Date: November 1, 2016

Subject: Annual Review of Snow Plowing Policy and Exempt Sidewalks from Snow Removal

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Background:
The Public Works Committee has completed their annual review of the City of Isanti Snow Plowing Policy and Operational Guidelines, pursuant to Section V., Administration, City Council Resolution 2006-295, and also Exempt Sidewalks pursuant to Resolution 2014-007.

The PW Committee made minor changes to the Snow Plowing Policy but removed the below section of sidewalk from the exempt list due to the development of the Allina Health Clinic:

- 5th Avenue NE – Sidewalk section in Anlauf Commercial Park (south bound road that ends in cul-de-sac – no development or connection

Request:
Staff is requesting consideration for adoption of the annually reviewed Snow Plowing Policy and Exempt Sidewalks from Snow Removal.

Attachments:
- Res – XXX – City of Isanti Snow Plowing Policy
- Res – XXX – Exempt Sidewalks from Snow Removal

RESOLUTION NO. 2016-

CITY OF ISANTI
SNOW PLOWING POLICY

I. PERSONNEL

All Department of Public Works personnel shall be available for all snow plowing operations, unless on approved leave or unable to respond due to a medical condition.

II. PROCEDURES

A. Alert and Call Out

During normal working hours, the Public Services Director or designee shall be responsible for monitoring street and weather conditions and initiation of snow and ice control procedures.

After hours, on weekends, and during holidays the Police Department shall notify the ~~Public Services Director~~ Public Works On-Call or designee when snow and ice conditions warrant crew alert. Snowplows will not be sent out in situations that may be hazardous due to severely restricted visibility.

B. Salting and Sanding

The City shall consider in order the following factors when establishing application rates and locations for application of salt and/or sand. The City shall use salt as the primary treatment. Sand may be used if there is a traction issue or if weather conditions deem it effective either combined with salt or as a separate treatment.

1) Safety of the Motoring Public
2) Environmental impact of salt usage
3) Cost

Salt or sand shall be applied to the street surface in such quantities so as to provide a level of skid resistance that is consistent with standards normally experienced on city streets throughout the State of Minnesota. It is recognized that a bare pavement policy is not possible at all times during winter.

Streets shall be spot salted (or sanded) to provide skid resistance and traction consistent with area standards in accordance with the following priorities:

1) All controlled intersections along Main Street, Heritage Blvd, County Road 23 and all curves.
2) School zones
3) Commercial and industrial streets
4) Residential – blanket sanding of general snow pack on residential streets will not be done.

5) In rare instances, when ice accumulation renders the streets unsafe to drive, the Public ~~Works~~ Services Director may authorize blanket sanding of city streets to restore vehicle traction.

C. **Snow Plowing**

The City will plow all storms of over 2 inches. During the season, snowfall of less than 2 inches may be removed depending on road conditions. Snow plowing shall normally begin when accumulation reaches a point where functional traffic flow is inhibited. Typical plow start time is ~~2:00~~ 3:00 a.m. Plowing may start earlier in the prior evening, or delayed after ~~2:00~~ 3:00 a.m., or may start during the daytime if conditions warrant. Plowing shall begin as close as practicable to the time snowfall ceases and will continue as visibility and operator safety permit. Work periods shall not exceed safe limits that operators can continue without rest.

Snow removal operations shall proceed as rapidly as possible in accordance with the following priorities:

1) Fire Hall Access Area
2) Police Department Access Area
3) Snow Emergency Routes - These routes (listed in this resolution) are typically first plowed. In extreme snowfalls these routes shall be plowed to maintain the driving lanes in a passable condition until normal snow plowing activities resume.
4) 2" or more snow event, Downtown sidewalks from the Railroad Tracks on the east and traveling west to the intersection of Main and 2nd Avenue.
5) Sidewalk Routes to Schools – First day sidewalks listed in this resolution.
6) Residential Streets
7) Municipal Liquor Store Parking Lot
8) City Downtown Parking Lot, City Hall Parking lot and Isanti Community Center Lot
9) Alleys
10) Isanti Indoor Arena
11) All Other Sidewalks – Second day sidewalks (except exempt sidewalks)
12) Ice Skating Rink

For a storm of roughly 6 to 10 inches, it shall be the goal of the City to have all streets plowed curb-to-curb within 12 hours after snowfall stops. Storms of larger magnitude or extremely wet snow will take longer depending on severity. Extreme snowfalls may warrant the opening of two lanes in the middle of the street initially with full width plowing to follow at a later time.

It shall be the policy of the City that the opening of driveways will not be the responsibility of the City. Property owners shall be responsible for clearing driveways, and walkways. For a 2" or more snow event, the City shall clean all sidewalks and trails that provide direct access to the Primary, Intermediate and Middle Schools.

D. **Snow Hauling**

Snow will be hauled from the following streets:

1) Main Street between 3rd Avenue and Elim Lane.

Late spring and early fall snowfalls may be left on roadways if melting is determined to be imminent or if substantial damage will be caused to the pavement structure. Clearing of intersection snow banks will be accomplished when needed on collector streets and near schools.

Snow hauling ~~shall begin at 1:00 a.m.~~ could begin as early as 3:00 a.m. or 1 hour following the beginning of snow removal operations. Hauling will continue for as many nights as is necessary.

Snow pickup shall be accomplished using such personnel, equipment and methods appropriate to maintaining a reasonable and safe passage of vehicles and pedestrians at all times. Traffic may be restricted by the Police Chief or his designee as emergency conditions may dictate.

E. Snow Plowing Alleys

Alleys will be opened in the aforementioned priority to provide functional traffic movement.

F. Wingbacks

During planned City wide wingbacks resident notification will be made on the City Website and by News Blasts. The Public Services Director, Designee or route driver will determine that areas may need wingbacks more often due to drifting snow or other conditions at the time, in these instances notice may not be given.

The Public Works Department will try to minimize impact to driveways and sidewalks but some snow removal may be required by the homeowner.

G. Complaints

Complaints concerning snow and ice removal will be handled in the following manner:

1) All complaints shall be referred to the Public Services Director or designee.
2) Slippery Street and sidewalk complaints shall be listed and given to Public Works for investigation and possible action.
3) All other complaints shall be given to Administration for investigation and possible action.

H. Property Damage

It is recognized by the City that on occasion private property is damaged during snow and ice control operations. Where this happens it shall be the policy of the City to handle damages in the following manner:

1) **Mailboxes** – Where mailboxes are placed adjacent to the street it shall be the policy of the City that snow shall be plowed to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piled snow away from mailboxes so mail can be delivered.

   Where damage to the mailbox occurs such damage shall be investigated by the Public Services Director or Designee. If it is determined that the weight

of the snow movement caused the damage, the City will not assume responsibility for repair of the mailbox. If the mailbox was built according to Isanti County specifications, and was struck directly by the plow, the City will repair or replace the mailbox in kind, not to exceed $100.00.

2) **Boulevard Damage** – The City will repair physical damage to boulevard areas and may replace sod in extreme cases as determined by the Public Services Director. Typical repairs will be with dirt and seed. The City will not repair winter kill or salt damaged lawn areas. The City will not replace or repair sprinkler systems, landscaping or other structures in the boulevard.

3) **Curbs** – Concrete curbs will not be replaced unless the curb back is broken.

4) **Driveway Ramps** – Damage caused to driveway ramps or fillets where mountable curb is in place will not be repaired by the City unless authorized by the Public ~~Works~~ Services Director.

5) **Garbage Receptacles** – Garbage receptacles are not to be placed in the street section. The City is not responsible for damage of receptacles or clean-up of waste.

I. Snow Emergency Routes

The following routes are designated as Snow Emergency Routes and shall be marked by signage.

Cajima Street - T.H. 65 to 8th Ave NE

8th Ave NE - Cajima Street to Heritage Blvd

8th Ave SE Boulevard - Heritage Blvd to CSAH 55

Main Street East - Railroad Tracks to T.H. 65

Dahlin Avenue - Broadway to Heritage Blvd

Main Street West - Whiskey Road to Railroad Tracks

First Avenue NW. - Main Street to Isanti Parkway

Centennial Drive - Oakwood Street to Heritage Blvd

Oakwood Street - Whiskey Road to Centennial Drive

Whiskey Road - Heritage Blvd to Isanti Parkway West

Hillock Street NW - Whiskey Road to 11th Avenue NW

11th Avenue NW - Hillock Street NW to Blossom Boulevard

Blossom Boulevard - 11th Avenue NW to Isanti Parkway West

Isanti Parkway West - Blossom Boulevard to 3rd Avenue N.

3rd Avenue N - Heritage Blvd to Isanti Parkway

Isanti Parkway East - 3rd Avenue N to East Dual Boulevard

East Dual Boulevard - Heritage Blvd to Cajima

Cajima Street - East Dual Blvd. to T.H. 65

Railroad Avenue - Main St to South Passage

Palomino Road - Railroad Avenue to T.H. 65

Townsedge Road - Railroad Avenue to T.H. 65

South Passage - Railroad Avenue to Whiskey Rd

Sixth Avenue SW - South Passage to S Brookview Lane

Dogwood Street SW - Whiskey Rd to 3rd Avenue SW

South Passage - Whiskey Rd to Rum River Drive SW

Rum River Drive SW - South Passage to Birch Street SW

Birch Street SW - Rum River Drive SW to Whiskey Rd

J. <u>Sidewalk Routes to Schools</u>

Broadway Street - Railroad Avenue to Candy Avenue

Dahlin Avenue - Broadway Street to Main Street

Main Street West - Whiskey Rd to Dahlin Avenue

Oakwood Street - Whiskey Rd to Centennial Drive

Heritage Blvd - Whiskey Rd to 65

First Avenue N - Main Street to Heritage Blvd

Second Avenue N - Main Street to Heritage Blvd

Third Avenue N - Main Street to Heritage Blvd

Fourth Avenue N - Main Street to Heritage Blvd

Fifth Avenue N - Main Street to Heritage Blvd

Fifth Avenue S – Main Street to S Brookview Lane SW

Whiskey Road - South Passage to Heritage Blvd

Whiskey Road - Heritage Blvd to Isanti Parkway West

Wendover Street NW - Whiskey Road to Rum River Drive NW

Rum River Drive NW - Wendover Street NW to Hillock Street NW

Eleventh Ave – Winsome Way to Wendover St NW

Nemo – Broadway St SE to Main St E

Isanti Parkway NW – 3rd Ave NW to 701 Isanti Parkway NW

First Ave NW – Broadway St to Heritage Blvd

III. POST PLOWING OPERATIONS

Once plowing is completed from curb to curb, post plowing operations will begin in the following priority:

A. Fire Hydrants

Fire hydrants on public streets serving commercial/industrial areas, high density residential units and school facilities shall be plowed or shoveled out so as to be readily accessible for use.

B. Intersections

If in the discretion of staff, snow piles at busy intersections are of such height as to create unsafe conditions, the piles will be pushed back at those intersections on the following streets:

1) County Road 5
2) Main Street
3) County Road 23

IV. EMERGENCY ASSISTANCE

At the discretion of the City Administrator, the Public Works Department can hire either additional equipment or drivers for assistance with snow removal.

V. ADMINISTRATION

A. Council Review

The City Council's Public Works Committee shall annually review the City's Snow Removal Policy and Operational Guidelines, prior to the next year's snow season and make any recommendations for amendments to the City Council.

VI. REPEAL

This resolution repeals all previous snow plow policies.

Adopted by the Council this 1st day of November, 2016.

_____

Mayor George A. Wimmer

Attest:

_____

Lindsey Giese
Human Resources / City Clerk

K.3.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: October 26, 2016

Subject: Amendment of Procedure for Annual Walk Through of Buildings on City Property

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Staff has discussed with DOAC the process in place for annual building walk throughs of City buildings (non-utility related) and follow-up with getting repair matters resolved. The proposed process change involves performing the inspections in the spring of the year, with follow-up by the Building Official (with the Department Head) on minor repairs that could be addressed with budgeted funding that year and planning for more major repairs. The request for major repairs would follow the budget preparation process that year for the next year's budget; and provide for a consistent approach to funding major repairs. As a part of this process change, the Building Official would also assist with getting quotes and lining up contractors to perform the repairs. This would all be coordinated with the appropriate Department Head. DOAC recommends consideration of the policy change.

Attached is a resolution for your consideration regarding the proposed process change.

RESOLUTION 2016-____

A RESOLUTION AMENDING THE PROCEDURE FOR ANNUAL WALK THROUGH OF BUILDINGS ON CITY PROPERTY

WHEREAS, in 2014 the City of Isanti adopted a policy to monitor the general conditions or use of buildings on city property. The Development and Operations Advisory Committee has reviewed the policy and it is recommended to be revised as stated below; and,

WHEREAS, As per the previous policy, the City Engineer and Public Works staff will continue to monitor City buildings used to house utility infrastructure such as Pump houses, water towers and wastewater treatment; and,

WHEREAS, Annual visits to non-utility infrastructure related buildings (excluding park structures shelters) will be done to assess the general conditions of the buildings and their uses to better monitor these city assets, and;

WHEREAS, the proposed visits are not considered official building inspections:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota approve the following amended procedures to monitor the general conditions and uses of buildings on City of Isanti property:

1) The City Administrator shall designate the Building Official, (the "Designee") to conduct the annual monitoring of non-infrastructure related buildings.
2) The Designee shall enter each building identified on Building Walkthrough Matrix (Building Matrix) annually during the months of March and April.
3) The Designee shall fill out the comment section with comments if warranted, or enter "NONE" for each building on the Building Matrix and submit the completed list to the City Council no later than May 1st of each calendar year.
4) The repairs on the Building Matrix shall be submitted to the appropriate City Council Committee for review and action. If contracted services are needed and budgeted funds are available, the Designee will obtain quotes and line up contractors to effect needed repairs. If funding is not available for repairs, cost estimates will be forwarded for consideration with the proposed budget of the respective City Department for the following fiscal year. All said repair activities, project funding, and budgeting will be coordinated with the appropriate Department Head.

This Resolution hereby approved by the Isanti City Council this 1st day of November 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

K.4.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: November 1, 2016

Subject: Authorize Renaming of Isanti Tot Lot to Isanti Hills Neighborhood Park

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Background:
During the Parks, Recreation, and Culture Board's annual park tour, it was recommended that the Isanti Tot Lot be renamed in order to create more visibility for the park and boost its usage. City Council approved a public naming contest at the June 7, 2016 meeting; city staff collected contest entries until October 10, 2016.

PRC Recommendation:
At the October 25, 2016 PRC Board Meeting, the members discussed the entries. They recommend that the entry "Isanti Hills Neighborhood Park" be approved as the new name for the Isanti Tot Lot. The residential area where the park is located is referred to as Isanti Hills. The board also believes that calling a park a "neighborhood park" may also create sense of buy-in from the community members who live in the Isanti Hills area.

It should be noted that the Comprehensive Parks, Trails, and Open Space Plan defines a neighborhood park as a park that "serves as the recreational and social focus for a residential neighborhood; and provides for both active and passive recreational opportunities. This type of park is usually within ¼ to ½ mile distance of a residential area and is not interrupted by non-residential roads or other types of physical barriers, making it readily accessible to area residents." This park fits within that definition.

Per the contest rules, the person with the winning submission will receive a plaque to be present before the city council. Upon approval of the "Isanti Hills Neighborhood Park," the entrant will be notified and plaque ordered to be present at a future meeting.

Staff Request:
Staff is requesting that Council approve the renaming of Isanti Tot Lot to Isanti Hills Neighborhood Park.

Attachments:
- Resolution 2016-XXX

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING A THE RENAMING OF ISANTI TOT LOT TO ISANTI HILLS NEIGHBHORHOOD PARK

WHEREAS, the Parks, Recreation, and Culture Board has recommended that Isanti Tot Lot be renamed to increase its use; and

WHEREAS, at the June 7, 2016 City Council meeting, a public naming contest was authorized; and,

WHEREAS, city staff collected contest entries through October 10, 2016; and

WHEREAS, the Parks, Recreation, and Culture Board discussed the entries at is October 25, 2016 meeting and recommended that the entry "Isanti Hills Neighborhood Park" be the new name for the existing Isanti Tot Lot;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby authorize the renaming of Isanti Tot Lot to Isanti Hills Neighborhood Park.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016

ATTEST:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

K.5.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assistant City Admin.

Date: November 1, 2016

Subject: Consider Resolution Authorizing Pink Water Monitor, ORP Probe, for Water Treatment Plant

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Background:
The City budgeted $20,000.00 for a Pink Water Alarm in the 2016 budget. This monitor will alarm the Public Works Operators when there is too high a concentration of Sodium Permanganate to manganese ratio that results in pink water. Bolton and Menk, Inc. is recommending to go with an Oxidation Reduction Potential (ORP) device for the monitoring. It will take approximately 6 months to have a dependable baseline, however, this device will be the most reliable for the City.

The cost estimate and supporting materials from Bolton and Menk, Inc. are attached. Staff is recommending to add on contingency, 10%, in addition to the cost estimate for a total project amount, not to exceed, $10,853.70.

Finance Committee Recommendation:
The Finance Committee met and discussed the need for a pink water monitoring detection system and recommends approval as presented with quotes obtained from Bolton and Menk, Inc.

Request:
Staff is requesting consideration from Council to install an Oxidation Reduction Potential (ORP) device for the monitoring of pink water for the water treatment plant in the amount of $10,853.70. The funding source is identified as Water (500).

Attachment:
- Res – XXX – Resolution Authorizing Pink Water Monitor, ORP Probe, for WTP
- Estimate from Bolton and Menk, Inc_ dated 10.18.16

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING PINK WATER MONITOR, ORP PROBE, FOR WATER TREATMENT PLANT

WHEREAS, it was determined that a pink water monitoring device for the detection of sodium permanganate in the system, Oxidation Reduction Potential (ORP) Probe, would be in the best interest of the City's water treatment; and,

WHEREAS, Bolton and Menk, Inc. received quotes from Hach for equipment, Shank Constructors, Inc. for installation and Total Control for integration for a total cost, including engineering, in the amount of $9,867.00; and,

WHEREAS, staff has included 10% contingency for unknown expenses for a total project cost of $10,853.70; and,

WHEREAS, the quotes received from the above mentioned vendors were accepted without other quotes for reason of keeping the continuity of the Water Plant's equipment as well as current integrator; and,

WHEREAS, the funding source will be Capital Outlay of the Water Fund fund; and,

WHEREAS, the Finance Committee reviewed the project details and proposal by Bolton and Menk, Inc. on October 20, 2016 and has recommended that the project move forward as outlined per this resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the quote from Shank Constructors, Inc., Hach and Total Control as outlined by Bolton and Menk, Inc.'s proposal including contingency in the total project amount, not to exceed, $10,853.70.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey Giese
Human Resources / City Clerk

BOLTON & MENK
Real People. Real Solutions.

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

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

MEMORANDUM

Date: October 18, 2016
To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti
From: Bradley C. DeWolf, P.E.
City Engineer
Subject: ORP Probe/Pink Water Monitor
Water Treatment Improvements

The City of Isanti requested installation of a pink water alarm system at the Water Treatment Facility. The best fit solution is to continuously monitor the Oxidation Reduction Potential (ORP) which is a measure of how much oxidant is in the water. The cause of pink water is permanganate which is a strong oxidant. A jump in the ORP will indicate permanagate (pink water) is making it through the filter.

Quotes were gathered for the equipment and its installation. Bolton & Menk provided an estimate of the cost to have Total Control integrate the proposed probee into the SCADA system. Gathered quotes are attached for reference.

Bolton & Menk will provide necessary engineering guidance in order to provide a properly operating system; including review of proposed equipment and review of any necessary field modifications for layout.

The following is a summary of the quotes gathered to provide the pink water alarm system:

Table 1 : ORP Probe Installation
Isanti Water Treatment Facility

Description	Cost
Hach – ORP Probe Equipment	$3,257.00
Shank – Installation	$2,700.00
Total Control – Integration (Estimate)	$2,000.00
Contingency (5%)	$410.00
Engineering	$1,500.00
Total Project Cost	$9,867.00

BCD/pls

Bolton & Menk is an equal opportunity employer.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assistant City Admin.

Date: November 1, 2016

Subject: Consider Resolution Authorizing Sodium Hypochlorite Feed System for Water Treatment Plant

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Background:
The City had proposed $200,000.00 for a second Miox Chlorine Regeneration system to be used as a backup for the primary Miox system as part of the Asset Management CIP Plan. Staff has reviewed the needs of the City's water treatment plant with Bolton and Menk, Inc. and is recommending to go with a liquid Sodium Hypochlorite System for the backup feed system instead.

The cost estimate and supporting materials from Bolton and Menk, Inc. are attached. Staff is recommending to add on contingency, 10%, in addition to the cost estimate for a total project amount, not to exceed, $70,757.50.

Finance Committee Recommendation:
The Finance Committee met and discussed the need for the backup chlorination system and recommends approval as presented with quotes obtained from Bolton and Menk, Inc.

Request:
Staff is requesting consideration from Council to install a Sodium Hypochlorite Feed System as a backup chlorination system for the water treatment plant in the amount of $70,757.50. The funding source is identified as Water (500).

Attachment:
- Res – XXX – Resolution Authorizing Sodium Hypochlorite Feed System for WTP
- Estimate with attached quotes from Bolton and Menk, Inc_ dated 10.18.16

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING SODIUM HYPOCHLORITE FEED SYSTEM FOR WATER TREATMENT PLANT

WHEREAS, the water treatment plant was designed with one chlorination supply which is the Miox Chlorine Regeneration System; and,

WHEREAS, it was determined that a backup chlorination supply, Sodium Hypochlorite Feed System, would be in the best interest of the City's water treatment; and,

WHEREAS, Bolton and Menk, Inc. received quotes from Vessco for equipment, Shank Constructors, Inc. for installation and Total Control for integration for a total cost, including engineering, in the amount of $64,325.00; and,

WHEREAS, staff has included 10% contingency for unknown expenses for a total project cost of $70,757.50; and,

WHEREAS, the quotes received from the above mentioned vendors were accepted without other quotes for reason of keeping the continuity of the Water Plant's equipment as well as current integrator; and,

WHEREAS, the funding source will be Capital Outlay of the Water Fund fund; and,

WHEREAS, the Finance Committee reviewed the project details and proposal by Bolton and Menk, Inc. on October 20, 2016 and has recommended that the project move forward as outlined per this resolution;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the quote from Shank Constructors, Inc., Vessco and Total Control as outlined by Bolton and Menk, Inc.'s proposal including contingency in the total project amount, not to exceed, $70,757.50.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey Giese
Human Resources / City Clerk

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Ramsey, MN 55303-5119

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

MEMORANDUM

Date: October 18, 2016
To: Honorable Mayor Wimmer and Members of the City Council
City of Isanti
From: Bradley C. DeWolf, P.E.
City Engineer
Subject: Sodium Hypochlorite Feed System
Water Treatment Improvements

The City of Isanti requested installation of a back-up chlorine supply system at the Water Treatment Facility for use if the Miox Chlorine Generation System fails. Quotes were gathered for the equipment and its installation. Bolton & Menk provided and estimate of the cost to have Total Control integrate the proposed scale into the SCADA system. Gathered quotes are attached for reference.

Bolton & Menk will provide necessary engineering guidance in order to provide a properly operating system; including review of proposed equipment and review of any necessary field modifications for layout.

The following is a summary of the quotes gathered to provide an emergency system:

Table 1 : Back Up Chlorine Feed System
Isanti Water Treatment Facility

Description	Cost
Vessco – Supply Equipment and Storage	$34,285.00
Shank – Installation	$13,700.00
Total Control – Integration (Estimate)	$6,000.00
Contingency (5%)	$2,840.00
Engineering	$7,500.00
Total Project Cost	$64,325.00

BCD/pls

Bolton & Menk is an equal opportunity employer.

(763) 424-8300
Direct Dial: (763) 488-4004
Bidding Fax: (763) 488-4008
Main Fax: (763) 424-8303

Shank Constructors, Inc.

October 14, 2016

Mr. Paul Saffert
Bolton & Menk
7533 Sunwood Drive NW
Ramsey, MN 55303

Subject: Isanti Sodium Hypochlorite Feed Equipment Installation (Rev.)

Our proposal includes:

1. Install chemical equipment per Vessco's quote dated October 10, 2016.
2. Furnish and install carrier piping and tubing from equipment to two existing injection points.
3. Connect to existing injectors in existing pipes.

All work for the total lump sum price of $13,700.00.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

City of Isanti

_____

_____ Date

Shank Constructors, Inc.

_____
Jason Shank

_____ Date

VESSCO INC.

A Process Equipment Company
Minneapolis, MN • Ames, IA

October 10, 2016

Bolton & Menk
Mr. Paul Saffert, P.E.
7533 Sunwood Drive NW
Suite #206
Ramsey, MN 55303

Reference: Isanti, MN Sodium Hypochlorite Feed Equipment

Dear Paul:

We are pleased to quote as follows:

Two (2) Watson Marlow Model 520 DuN/REH chemical metering pumps skid mounted on a polypropylene wall mount panel. The chemical feed system shall be completely assembled, mounted, calibrated, tested, and delivered to the site on a single skid. Skid to include all schedule 80 PVC pipping, valves, and fittings integral to the skid. Accessories to include calibration column, pressure relief valves, pulsation dampener, diaphragm isolated pressure gauge, Y strainer and visual flow indicator. All skid components coming in contact with chemical to be certified to NSF/ANSI 61.

One (1) Poly Processing 100 gallon sodium hypochlorite bulk storage tank with OR1000 lining. Top mounted fittings to include fill connection, vent, pressure relief return and pump supply.

One (1) 36"x36"x20" secondary containment tank.
One (1) Force Flow 2,000 pound tank scale with Solo G2 single channel display.
Two (2) Spare Model 520 REH pumps heads.
Two (2) Spare loadsure tubing elements.
One (1) Set, gloves, apron and face shield.

Total net price..... $34,285.00

The above price includes freight to Isanti, MN. One day of installation inspection, start-up and operator training. No taxes are included. Equipment to be shipped in six to eight weeks from receipt of order and approval by a city representative. Pricing is valid until January 1, 2017.

We look forward to developing this project with you.

Best personal regards,
Richard J. Corbett
CEO

8217 Upland Circle, Chanhassen, Minnesota 55317-9626 • ph. 952.941.2678 • fax. 952.941.0796 • www.vessco.com

CITY OF ISANTI

*Check Summary Register©

October 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 045152	MN POLLUTION CONTROL AGEN	10/27/2016	$23.00
Paid Chk# 045153	MN POLLUTION CONTROL AGEN	10/27/2016	$1,240.00
Paid Chk# 045154	ABDO, EICK & MEYERS, LLP	10/27/2016	$335.00
Paid Chk# 045155	ARTISAN BEER COMPANY	10/27/2016	$144.25
Paid Chk# 045156	ASSURANT EMPLOYEE BENEFIT	10/27/2016	$420.64
Paid Chk# 045157	AUTO VALUE CAMBRIDGE	10/27/2016	$226.95
Paid Chk# 045158	BELLBOY CORPORATION	10/27/2016	$4,336.95
Paid Chk# 045159	BERNICK'S PEPSI-COLA	10/27/2016	$990.80
Paid Chk# 045160	BOLTON & MENK, INC.	10/27/2016	$24,232.03
Paid Chk# 045161	BREAKTHRU BEVERAGE	10/27/2016	$8,477.08
Paid Chk# 045162	CENTURYLINK	10/27/2016	$808.52
Paid Chk# 045163	CONNEXUS ENERGY	10/27/2016	$14,468.31
Paid Chk# 045164	CRYSTAL SPRINGS ICE	10/27/2016	$192.28
Paid Chk# 045165	DAHLHEIMER DISTRIBUTING CO	10/27/2016	$21,762.55
Paid Chk# 045166	DELTA DENTAL	10/27/2016	$3,215.70
Paid Chk# 045167	ECM PUBLISHERS, INC.	10/27/2016	$2,047.15
Paid Chk# 045168	FRIENDS OF ST SCHOLASTICA	10/27/2016	$25.61
Paid Chk# 045169	HACH COMPANY	10/27/2016	$304.67
Paid Chk# 045170	HAWKINS, INC.	10/27/2016	$5,900.00
Paid Chk# 045171	HENRYS WATERWORKS,INC.	10/27/2016	$212.31
Paid Chk# 045172	INNOVATIVE OFFICE	10/27/2016	$53.23
Paid Chk# 045173	ISANTI COUNTY RECORDER	10/27/2016	$46.00
Paid Chk# 045174	ISANTI TIRE & AUTO CARE	10/27/2016	$222.11
Paid Chk# 045175	J. J. TAYLOR	10/27/2016	$1,579.05
Paid Chk# 045176	JOHNSON BROTHERS LIQUOR	10/27/2016	$12,658.47
Paid Chk# 045177	KAWALEK TRUCKING	10/27/2016	$295.20
Paid Chk# 045178	LAKES GAS CO.	10/27/2016	$128.72
Paid Chk# 045179	LEAF TOWING AND	10/27/2016	$100.00
Paid Chk# 045180	LMCIT	10/27/2016	$1,000.00
Paid Chk# 045181	MACQUEEN EQUIPMENT, INC.	10/27/2016	$464.30
Paid Chk# 045182	MADDEN GALANTER HANSEN, L	10/27/2016	$27.80
Paid Chk# 045183	MCDONALD DISTRIBUTING CO.	10/27/2016	$18,028.85
Paid Chk# 045184	MENARDS - CAMBRIDGE	10/27/2016	$337.84
Paid Chk# 045185	METAL COATING&MFG.CO.	10/27/2016	$15.00
Paid Chk# 045186	MINNESOTA EQUIPMENT	10/27/2016	$8.88
Paid Chk# 045187	MLB PRINTING, INC.	10/27/2016	$75.00
Paid Chk# 045188	MN POLLUTION CONTROL AGEN	10/27/2016	$23.00
Paid Chk# 045189	MVTL LABORATORIES, INC.	10/27/2016	$698.60
Paid Chk# 045190	NAPA AUTO PARTS	10/27/2016	$261.60
Paid Chk# 045191	NORTH COUNTRY LAWN CARE	10/27/2016	$75.00
Paid Chk# 045192	NORTHERN INGREDIENTS CO. I	10/27/2016	$7,706.83
Paid Chk# 045193	PHILLIPS WINE & SPIRITS, INC.	10/27/2016	$4,058.30
Paid Chk# 045194	READY WATT ELECTRIC	10/27/2016	$2,140.00
Paid Chk# 045195	RED BULL DISTRIBUTION	10/27/2016	$296.92
Paid Chk# 045196	SELINSKY ENTERPRISES, INC.	10/27/2016	$368.50
Paid Chk# 045197	SOUTHERN GLAZERS OF MN	10/27/2016	$231.52
Paid Chk# 045198	SPECIALTY TURF & AG, INC.	10/27/2016	$1,443.52
Paid Chk# 045199	STAPLES ADVANTAGE	10/27/2016	$316.02
Paid Chk# 045200	STREICHER'S	10/27/2016	$502.58
Paid Chk# 045201	SUMMIT COMPANIES	10/27/2016	$85.50
Paid Chk# 045202	TACTICAL SOLUTIONS	10/27/2016	$172.00
Paid Chk# 045203	TR COMPUTER SALES, LLC	10/27/2016	$15.00
Paid Chk# 045204	UNIVERSITY OF MINNESOTA	10/27/2016	$245.00
Paid Chk# 045205	VIKING COCA-COLA BOTTLING	10/27/2016	$380.90
Paid Chk# 045206	VINOCOPIA, INC.	10/27/2016	$206.26
Paid Chk# 045207	WATSON CO., INC.	10/27/2016	$2,646.40

CITY OF ISANTI

*Check Summary Register©

AP161003
p. 2 of 2

October 2016

	Name	Check Date	Check Amt
Paid Chk# 045208	WINE MERCHANTS	10/27/2016	$72.00
Paid Chk# 045209	WOOD, JOSEPHINE	10/27/2016	$133.79
		Total Checks	$146,483.49

City of Isanti

Gross Payroll	94,357.95
Social Security & Medicare	5,478.09
Public Employees Retirement	8,145.14
Total City Expense	107,981.18

Pay Date 10-21-2016

Pay Period 22 (10/2-15/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
September 27, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.

Members Present:	Jennifer Garvey, Mayor Wimmer, and Aaron Zdon
Members Absent:	James Witte (Gave prior notice)
Staff Present:	Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Wimmer to approve the September 27, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from August 23, 2016 Parks, Recreation and Culture Board Meeting.
Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Discuss City of Isanti Involvement in Isanti County Trails Master Plan Development
Everett explained that the county has a Bike Isanti County Committee which has been in existence for a couple of years, she was not sure when they started, they work with county staff – Isanti County Public Health, Isanti County Parks, and some of the Cambridge staff. They kind of work together on initiatives to get more trails around the area. They are cooking up a master plan that looks great, the one company that gave them a proposal back looks like it will cost about $30,000, but they are going to cover it with grants and things. They are not asking for any money from the city, but they want us, and we want to be, involved in that process so what we do works with what they're doing and our efforts can all coordinate so we can get things done a lot faster than kind of working on separate tracks.

Wimmer stated that we [he and staff] met with Barry [Wendorf] and he told him a couple things we want out of it is that we want the space on 5 to go between Isanti and North Branch, and that's where bikers go – you won't have family bikers – but bikers use that to connect over, and Wimmer wants that designated as a bike route now and then over time we can work on getting some widening, or a trail along the side is what Wendorf would definitely prefer. Then we can get that tied in to North Branch and the Sunrise Trail. In talking with the mayor in North Branch, they like that idea as well. Then we can get a regional designation for it and open up some other funding sources that way. We had some detailed discussions about how Wendorf should go about talking to some of the other entities because so far it's been – he even said – that the only things he's worked on have been just the county parks, and he hasn't had to deal with the cities and townships. Wimmer stated that especially with the townships to make sure you contact them, and you talk with them, and you give them opportunity to participate, otherwise that will not go well when you need to go across their area. Wimmer said he thinks it's a really great idea, what they're

doing. He hadn't realized before, but Cambridge who had been working with them had a council appointment to that committee, so we are going to do that as well. This first came to Wimmer's attention at the bike/walk trail meeting that he has with Mayor Palmer every January, when he was brought forward and they wanted to see if we could get the trail committee to work on getting the trail connection between the bike/walk trail and the City of Cambridge – there is no direct connection now, it's township land. The township doesn't want anything to do with it. Cambridge has offered to pay for everything and do everything and they still don't want it there. That tells you the relationship between the township and Cambridge. Not that ours is a whole lot better, but Wimmer told Wendorf that he would not lobby the township for that trail, nor would the City of Isanti or trail group as a whole participate in the cost of putting in that trail. For those who aren't aware of it, when that trail was done it was supposed to happen in Year X, but it didn't because of some filing. The City of Isanti, we went ahead and did the trail along the soccer fields and wrapped around the back along 299th. We put in a significant extension of the trail on our own dollar. When they connect the north end of the trail to Cambridge, it will be on Cambridge's dollar, otherwise there's not much parity or fairness in that. Wimmer stated he wasn't just being stubborn, it just wouldn't be fair to us to in essence pay for stuff twice.

Everett stated that there are two ways we can participate in that. We'll have the council appointment to the committee so they're at those meetings, but as part of this, the people who are developing the master plan are going to need information from us which would include parks that we already have, that potentially trails could connect to, and our future plans. If there are things we know are going to go in, or things we want to go in that they potentially could work with. Everett stated that she didn't know if the members got a chance to look at the current park plan, but it's a little out dated. She didn't print it because it's about 55 pages long, but there aren't all of our current parks in there, and there are some things that have been done, and definitely things that need to be updated. It sounded like the City was planning in 2018 – and asked for the Wimmer to confirm – a city master plan kind of thing and eventually maybe this could be part of that. But if the board wants to think about updating at least the specific information in the park plan, that will be useful in the county's master plan.

Wimmer stated that we're looking at 2018 for potentially redoing our comp plan. Obviously that will be a financial decision, because that will be $50,000-70,000, depending on what we need to do. We're hoping that we would only need to do an update, because if you see the land use map, we're not outside of that boundary at all, and obviously we have plenty of room to grow in there. What we would be looking at on the update is making sure that the densities still make sense, that transportation still makes sense, trails and parks would be part of that as well, and then also the zoning because we are doing some changes in zoning areas. In an ideal world, it would be $25,000 or so, but Wimmer stated that he has never lived in an ideal world. But, the park comprehensive plan does need to be redone top to bottom.

Everett stated that it is her understanding that it was internal, done by staff and committees. Wimmer confirmed that was true, and we would have to talk really nice with Roxanne, because a lot of it is planning. Garvey asked if they're typically done every ten years. Wimmer stated that in the metro they have to be done every ten years, out of the metro they don't have to be done at all. Wimmer stated that you want to have at least a basic land use plan so that when things are developed that there's some semblance of order. In the metro, it has to be every 10 years, per the Met Council.

Garvey asked if we need a motion to appoint staff or anything. Everett stated that at this point we're okay, we are going to do the council appointment to that committee. So that's already ready to go. Just kind of an update and future thinking, we'll look at that comprehensive plan and what we can do with it now. Garvey stated she is glad that our city can be a part of it.

Zdon asked if we need to approve the commitment of the City of Isanti, or no. Wimmer stated that we're good to go.

4. River Bluff Preserve Update – DNR Visit

Everett stated that Josi Wood had worked with Dan Golner [DNR] on the plan of what was going to happen and getting all of that stuff approved. He was just up in the area doing site visits of all of the scenic easement areas that he's in charge of, so we did a walk through with him last week. Mostly, he was happy. He was happy with the community garden for sure, he said it was great and it looks like it's getting a lot of use. He was excited about some prairie restoration things in that upper area as well.

Wimmer stated that Golner was 100% happy, or he will be. He does not like our bridge. He thought it should be wood, Wimmer stated that he asked Golner if he knew of many that were like that that were all made out of wood and Golner said no, but the pictures were. Wimmer stated that it will be taken out like it's supposed to be. Everett stated that she thought it was just an aesthetics thing. Wimmer stated he had just gotten there after they had looked at the bridge, but before he left he asked Golner if we were good and he said yes. So it won't be a problem. Everett stated that we'll be adding some signage along the river, facing the river, so that people on the river know that they're looking at a park and not somebody's backyard, and that it's DNR approved. Golner was pleased with how the trails were put in, that switchback trail. Wimmer stated Golner wanted more grass to grow in the area that's been under water several times, but we're trying.

5. Parks Updates

Everett stated that she had a general overview.

Two Cities went really well, numbers are in the memo for participation. It looked like numbers up especially for the wellness fair. She was still getting finisher times when that started, so she's not sure exactly how many people went through, but it looked like great attendance especially at the beginning which was great to see. The magic show was really funny, and there were definitely more people in Cambridge this year than there were last year, there was a decent turnout for that.

Community garden season is wrapping up. The meeting is scheduled for October 12th, so we will get a better feel for how it went for everyone then. Everett shared some of the survey results, and stated that it was kind of interesting. For the most part, everyone is really, really happy. But there were a couple – someone said the soil wasn't very nutrient rich, but lots of people said the soil was perfect. So it's hard to know. Wimmer stated that anything that landed in there grew like bananas, Zdon said it looked really nice. Everett stated that there were a couple of things that came from maybe a standpoint of new gardeners, who maybe didn't know how to fix things. Or, maybe people didn't know what they were allowed to do. If they're growing something special, and that needs certain fertilizer, they're welcome to bring organic stuff in. So that can be a discussion we have. A couple of highlights: the first question was just the overall satisfaction with the garden, the scale was 0 to 5, and the average was 4, so that was looking really good. We also asked how likely they are to come back, again 0 to 5, the average was 4. There are a couple of people for whatever reason are thinking they might not come back, but most people are. Everett stated that she has a list of like 30 things that people grew in there, so that was cool, she just asked people to list what they grew, and she grouped all tomatoes together. So when you figure all of that in, tons of different kinds of things were grown in there. They have great suggestions for things to do next year. One was that they want to have some sort of community forum, so they can communicate with each other more. Which is great, and that's easy – we can put up a bulletin board, and probably put a Facebook group together or something like that too. Mostly great things came out of that. We will talk about those, and if people have other things they'd like us to know about, at the meeting on the 12th. Everett also stated that a gardener emailed to tell her that he got 55 pounds of potatoes out of his garden, and he had potato bugs all year. So even with that, he's been sharing potatoes with his family.

Movie nights are starting soon. Goosebumps is in October. In the last week, we have actually gotten four volunteer groups to sign up, so there are only 3 more to cover. Three of those groups haven't done it

before. That has been fun to see those. The email is out to the ones who have done it before, so we might get the rest of them covered too.

The hockey rink is not looking awesome. In talking with staff around here about what's been done before, berming a hockey rink is not a good idea for safety because pucks can fly and hit cars and people. That side of the building, Everett drove by one night when it was dark, has no light. So it's really hard, in the winter, unless someone is out there in the middle of the day on Sunday, it's not going to do much good without spending all of the money on lights. Everett stated that she does have the email and the picture of the system, the place is in Savage. It would be cheaper if we bought lumber ourselves, and the system doesn't have to be galvanized steel, but getting an idea of what it would be like as a whole is probably around $38,000. Zdon asked if it was a modular system that could be taken down every year, because it looks permanent. Everett stated that when she was talking to the rep, he mentioned that there may be options to make it that way, but usually they are permanent. The ones she's seen like this elsewhere get left up all year, but when Everett stated that the city might want to take it down, the rep said they have options. Zdon stated that if they're saying installation is $4,500, and then to take it down is $4,500, it isn't what we're looking for. He stated that he has seen some online where the boards click together and there are braces behind. Everett stated that the installation would essentially be to teach our guys how to do it, and then they can do it after that. It's nothing special, they just don't necessarily know how this particular thing works. Zdon stated that since it's not happening this year, we have plenty of time to look into it, but what he was envisioning was something modular that staff sets up in a day and takes down in a day. Wimmer asked if he has seen any cost on it. Zdon stated that he thought Everett was doing it. Everett stated that she did look and it's hard to know exactly all of the components we'll need, but then again, replacing those pieces is more expensive than replacing a piece of wood so you have to keep that in mind. One system that she found on NiceRink, which is the plastic click together things, was closer to $10,000, but then they have all of these add-on things. So it kind of depends on exactly what the setup is going to be, they have lots of different sizes and that kind of thing. It may be cheaper on the front end, but then we have lag time when it's broken if we need to order new stuff, and the maintenance of that. They say it is less expensive, but things get broken, so Everett is not sure long-term how all of it works out. This year it's looking like it's not going to happen. Wimmer stated that it won't be for next year either, because it's not in the budget. Everett asked if we knew if the hockey rink is going to be on goal setting at the beginning of the year. Wimmer stated that it will if somebody puts it on.

Everett stated that she had an update that won't have a whole lot to do with park board, but just for their information. Council has approved a residential rain garden incentive program, and the members are good people to spread the word. Basically, rain gardens are an awesome way to control storm water, and we want to help people put them in on their property. Details are still being ironed out, but the idea is that it will be a reimbursement for up to 50% of what they've spent to put it in, and then up to $500. Just to give people direction, the application will have lots of things to think about and design ideas, to help get those throughout the city. The rain garden that we have over at the BMX facility is the demonstration so people will know what a rain garden is, what they look like, and what they do. Zdon asked how that one is growing according to its plan. Wimmer stated that it's growing according to its plan, but we're filling in more plants. The plan was a little sparser than we would like. Garvey asked if any other private resident has put one in the city. Everett stated not that she had been told about. Wimmer stated there are a couple that were done 8 or 9 years ago, but he doesn't know if they're still there. That was over by Palomino because we had some significant issues over there with storm water. Everett stated that it will all be figured out over the winter and be ready to go so people can apply early next year.

6. Adjournment

Motion by Garvey, second by Wimmer to adjourn the September 27, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:23 p.m.

Dated at Isanti, Minnesota this 27th day of September, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

L.3.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING APPLICATION FOR AN EXEMPT GAMBLING PERMIT TO THE CAMBRIDGE-ISANTI RED LINE HOCKEY CLUB

WHEREAS, the Cambridge-Isanti Hockey Club applied to the City Council for an Exempt Gambling Permit for a Raffle Drawing to be held on December 9, 2016 at the Isanti Arena 600 1st Ave NW; and

WHEREAS, the Cambridge-Isanti Hockey Club estimates the value of prizes to be awarded as $1,750.00; and

WHEREAS, proceeds from the raffle are to be used for team supplies not currently covered in the school budget; and

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

WHEREAS, the applicant has successfully passed a background check by the Isanti Police Department.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that Cambridge-Isanti Red Line Hockey Club application for an exempt gambling permit is approved for the following date:

Friday, December 9, 2016
At Isanti Arena 600 1st Avenue NW; and

BE IT FURTHER RESOLVED, that approval is subject to the approval for such permits under the laws of the State of Minnesota and their compliance with all laws.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016.

_____
Mayor George A. Wimmer

Attested:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

A Community For Generations

Isanti

City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR AN EXEMPT GAMBLING PERMIT

Applicant Instructions:

1. Fee upon application is $50.00 and must be made payable to City of Isanti.

Name of Organization: Cambridge-Isanti Red Line Hockey Club

Address of Organization: 600 1st Ave. NW, Isanti, MN 55040

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Todd Smrekar
Name Address Phone No.

Scott Nelson
Name Phone No.

Melissa Skelton
Name Address Phone No.

Type of Event: Raffle Drawing Date of event: December 9, 2016

Use of Proceeds: To pay for jerseys + hockey bags + team supplies not covered in the school budget

Location and address of event:

Isanti Arena, 600 1st Ave NW, Isanti, MN 55040

Estimated value of prizes to be awarded: $1,750.00

Name of applicant: Todd Smrekar Applicant's phone number:

Signature of applicant:

Date: 10/25/16

Approved by City Council _____ Resolution # _____

POS = 3/311

C:\Users\adminbtaylerk\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\LCCS2M5N\Exempt Gambling Application.docx

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

9/16

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Cambridge-Isanti Red Line Hockey Club

Previous Gambling Permit Number: —

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any:

Mailing Address: PO Box 214

City: Isanti State: MN Zip: 55040 County: Isanti

Name of Chief Executive Officer (CEO): Todd Smreker

Daytime Phone: Email:

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☒ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Isanti Arena

Address (do not use P.O. box): 600 1st Ave. NW

City or Township: Isanti Zip: 55040 County: Isanti

Date(s) of activity (for raffles, indicate the date of the drawing): December 9, 2016

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards

☒ Raffle (**total value of raffle prizes awarded for the calendar year: $** 1,750.00)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to **www.mn.gov/gcb** and click on ***Distributors*** under ***List of Licensees***, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL
for a gambling premises located within city limits

____ The application is acknowledged with no waiting period.

____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

____ The application is denied.

Print City Name: _____

Signature of City Personnel:

_____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL
for a gambling premises located in a township

____ The application is acknowledged with no waiting period.

____ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

____ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Todd Smreka Date: 10/25/16
(Signature must be CEO's signature; designee may not sign)

Print Name: Todd Smreka

REQUIREMENTS / MAIL APPLICATION AND ATTACHMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Mail application with:

___ a copy of your proof of nonprofit status, and

X application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota.**

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

City of Isanti
110 1st Ave NW
PO Box 428
Isanti MN 55040 (763) 444-5512

Receipt No: 1.016543 Oct 12, 2016

Cambridge-Isanti Red Line Hockey Club

LICENSES & PERMITS	
12-9-16 Isanti Ice Arena C-I Red Line Kockey Club	50.00
Total:	50.00
CHECK	
Check No: 8303	50.00
Payor: Cambridge-Isanti Red Line Hockey Club	
Total Applied:	50.00
Change Tendered:	.00

10/12/2016 03:10PM

L.4.

RESOLUTION NO 2016-XXX

RESOLUTION DEMONSTRATING SUPPORT FOR THE ISANTI COUNTY SHERIFF DEPARTMENT IMPROVEMENTS

WHEREAS, the City of Isanti received a presentation from Isanti County Sheriff's office at the October 18, 2016 City Council meeting regarding the improvements within their department;

WHEREAS, the presentation and the materials that were discussed were in regards to a new site location, potential increase to 9-1-1 dispatch staff and probable agreement with the Tri County Regional Forensic lab located in Anoka County; and,

WHEREAS, the City Council requested a motion for support; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota that the City of Isanti City Council hereby demonstrates its support for the improvements in the Isanti County Sheriff's Office which include the upgraded site location, the potential increase in 9-1-1 dispatch staffing needs and the probable agreement with the Tri County Regional Forensic Laboratory.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: November 1, 2016

Subject: **Consider Resolution Authorizing Contribution to Minnesota Economic Development Foundation (MNEDF)**

Background:

City Staff has received a request for a $1000 contribution from the City of Isanti from the Minnesota Economic Development Foundation (MNEDF). The City currently does not have this as a budgeted item in the 2016 or 2017 budget. The MNEDF is an organization that provides scholarships to economic development activities that include internships and training opportunities. The City of Isanti has benefitted from these scholarships relating to internships (2), and training (Sullivan – NDC). Staff is asking the City Council to consider adoption of the attached resolution.

City of Isanti EDA Recommendation:

The EDA recommendation is to identify a funding source and to make the contribution of $1000 to MNEDF.

Finance Committee Recommendation:

The Finance Committee recommends making a contribution of $1000 to MNEDF from the EDA Budget Fund 495.

City Council Action Requested:

Consider Adoption of Resolution 2016-___ Authorizing Contribution to Minnesota Economic Development Foundation (MNEDF)

Attachments:

1) Contribution Request from MNEDF dated September 23, 2016
2) Resolution 2016-___ Authorizing Contribution to Minnesota Economic Development Foundation (MNEDF)

MINNESOTA
ECONOMIC DEVELOPMENT
FOUNDATION

Building Stronger Minnesota Communities

September 23, 2016

Sean Sullivan
City of Isanti
110 First Ave NW
Isanti, MN 55040

Dear Sean:

The Minnesota Economic Development Foundation (MNEDF) is a 501(c)(3) nonprofit, devoted to building stronger Minnesota communities through economic development education and training. Since our inception in 2003, many communities and organizations across the state, including the City of Isanti, have benefited from the foundation's support for internships and economic development training and education.

I am writing to ask the City of Isanti for a contribution of $1,000 to continue the MNEDF's important work this year and going forward.

Continued economic growth requires well-equipped professionals in local governments, community development groups, utilities, and other private sector organizations. As the current economic development workforce ages and moves toward retirement, many positions are opening up. MEDF funds the specific training that new entrants into the field need to be successful.

MNEDF operates on an annual budget of about $35,000. Conducting its work on a very lean basis, the foundation is managed by an all-volunteer board of senior, long-time economic development professionals who see the value of giving back to the profession. Because of how we manage, we channel 95% of our contributions into direct programming.

We hope to keep in place an aggressive set of programs in the coming year: community internships, basic economic development coursework at UMD, scholarships for IEDC and NDC professional training, and targeted assistance to young development professionals.

The beneficiaries of these programs are the next generation of economic development leaders. Please join us in supporting the work of MNEDF. I will be calling in the near future to see if you have any questions. Thanks for considering support for this important economic development effort.

Sincerely,

Michael J. Mulrooney, Chairman
Minnesota Economic Development Foundation

Board of Directors and Executive Officers

BOARD OFFICERS

Michael Mulrooney, Chair
Central Minnesota Dev. Company

Mark Lofthus, Vice Chair
Dakota Electric Association

Janna King, Treasurer
Economic Development Services, Inc.

Tim Korby, Secretary
Donohue Associates

Patrick R Connoy, Past Chair
Hennepin County

DIRECTORS

David Anderson
Frauenshuh, Inc.

Clark Arneson
City of Blaine

John Campobasso, Kraus-Anderson Construction Co.

Tim Clawson
Faribault County Development Corp.

Michael Langley
GREATER MSP

Megan Barnett-Livgard
GREATER MSP

James Maciej
J-V-M Realty Advisors

Craig Waldron
Hamline University

1769 Lexington Avenue N
#339
Roseville, MN 55113

(612) 308 2577
www.MNEDF.org

RESOLUTION 2016-___

AUTHORIZATION OF CONTRIBUTION TO MINNESOTA ECONOMIC DEVELOPMENT FOUNDATION (MNEDF)

WHEREAS, the City of Isanti received a request for contribution of $1000 to Minnesota Economic Development Foundation (MNEDF) dated September 23, 2016; and

WHEREAS, the City of Isanti and staff have been the recipient of numerous awards and scholarships from this organization and supports the MNEDF effort to enhance economic development through education and internships; and

WHEREAS, the EDA and Finance Committee have reviewed the request and recommend a contribution of $1,000 to the MNEDF in 2016.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize the contribution of $1000 to the MNEDF from the Economic Development Budget – Marketing 495.

This resolution hereby approved by the Isanti City Council this 1st day of November 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

L.6.

RESOLUTION NO. 2016-

RESOLUTION APPROVING A CHECK BE WRITTEN TO FRIENDS OF ST. SCHOLASTICA FOR VOLUNTEERING AT THE COMMUNITY MOVIE NIGHT

WHEREAS, free public movie nights at the Isanti Community Center were approved by City Council January 21, 2014 Resolution No. 2014-013; and,

WHEREAS, the City of Isanti receives requests from various non-profit youth organizations and groups from Isanti to volunteer at the ICC Movie Nights approved by City Council September 16, 2014 Resolution No. 2014-226 ; and,

WHEREAS, the volunteer group per the policy are to receive the profits from the concessions sold at the movie night; and,

WHEREAS, the City of Isanti received an application for Friends of St. Scholastica to volunteer at the October 21, 2016 movie; and,

WHEREAS, the profit from the October 21, 2016 movie night was $25.61; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that a check will be written to Friends of St. Scholastica in the amount of $25.61.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

L.7.

MEMORANDUM

TO: MAYOR WIMMER AND CITY COUNCIL

FROM: ISANTI CITY ATTORNEY CLARK A. JOSLIN

DATE: OCTOBER 21, 2016

SUBJECT: RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO SIGN STATE OF MINNESOTA JOINT POWERS AGREEMENT AND COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

Attached for review and approval is a proposed Resolution authorizing City Administrator Lorsung to sign the STATE OF MINNESOTA JOINT POWERS AGREEMENT and COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT in behalf of the City, which authorizes the Isanti Police Department and the Isanti City Attorney and Isanti City Attorney staff members to access online data for governmental agencies.

RESOLUTION NO. 2016-_____

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ISANTI ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Isanti on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

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

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

To assist the Authorized Representative with the administration of the agreement, Administrative Assistant to the Chief, Penelope Anderson, or her successor, is appointed as the Authorized Representative's designee.

3. That the City Attorney, Clark A. Joslin of Joslin & Moore Law Offices, P.A., or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Legal Assistants Dana Millsap and Betty Stickels, or their successors, are appointed as the Authorized Representative's designees.

4. That George Wimmer, the Mayor for the City of Isanti, and Lindsey Giese, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the City of Isanti City Council on this 01st day of November, 2016.

_____
By: George A. Wimmer
Its Mayor

ATTEST: _____
By: Lindsey Giese
It's City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Isanti on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 116670, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "**Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorney fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Isanti on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 116670, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **"Authorized Court Data Services"** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. **"Court Data Services"** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "**Court Records**" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "**Court Case Information**" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "**Court Confidential Case Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "**Court Confidential Security and Activation Information"** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "**Court Confidential Information**" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "**DCA**" shall mean the district courts of the state of Minnesota and their respective staff.

e. "**Policies & Notices**" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. "**Rules of Public Access**" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. "**Court**" shall mean the State of Minnesota, State Court Administrator's Office.

h. **"Subscriber"** shall mean the Agency.

i. "**Subscriber Records**" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation**. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection**. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services**. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

SWIFT Contract # 116670
MN0300300

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Isanti on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 ***Effective date*:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 ***Expiration date*:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Gene Hill, 401 1st Avenue NW, PO Box 428, Isanti, MN 55040, (763) 444-4761, or his successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 ***Assignment.*** Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 ***Amendments.*** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 ***Waiver.*** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 ***Contract Complete.*** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 ***Termination.*** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 ***Termination for Insufficient Funding.*** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

SWIFT Contract # 116670
MN030029A

STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Isanti on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 ***Effective date*:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 ***Expiration date*:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at https://bcanextest.x.state.mn.us/launchpad/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Clark A. Joslin, Isanti City Attorney, 221 2nd Ave NW, Cambridge, MN 55008, (763) 689-4101, or his successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 ***Assignment.*** Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 ***Amendments.*** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 ***Waiver.*** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 ***Contract Complete.*** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 ***Termination.*** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 ***Termination for Insufficient Funding.*** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

L.8.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assistant City Admin.

Date: November 1, 2016

Subject: Consider Resolution Authorizing Loading Zone at 102 Dahlin Ave SE

Background:
At the October 18, 2016 City Council Meeting, City Code Chapter 227 was amended for the addition of loading zones within the City. This is to accommodate merchandise, as well as, people including patrons using identified Public Transit. A request was received from Don Howard, Isanti Villa Apartments Manager, to have a loading zone placed along Dahlin Ave SE where residents load/unload off the Heartland Express outside of their West entrance door.

DOAC Committee Recommendation:
The Development and Operations Advisory Committee met and discussed the request for a loading zone for patrons loading and unloading on the Heartland Express at Isanti Villa Apartments, 102 Dahlin Ave SE. They approve of the request.

Request:
Staff is requesting consideration from Council for the purchase and installation of unbudgeted loading signage at 102 Dahlin Ave SE. The funding source is identified as Streets- Signs (226).

Attachment:

- Res – XXX – Resolution Authorizing Purchase and Placement of Loading Zone at 102 Dahlin Ave SE

RESOLUTION NO. 2016-XXX

RESOLUTION AUTHORIZING PURCHASE AND PLACEMENT OF LOADING ZONE AT 102 DAHLIN AVE SE

WHEREAS, City Council approved the placement of commercial loading zone signs for loading of merchandise or people within the City pursuant City Code Chapter 227; and,

WHEREAS, a request has been received from the Isanti Villa Apartments Manager requesting signage identifying a loading zone for people loading and unloading off the Heartland Express outside their West Entrance door at 102 Dahlin Ave SE; and,

WHEREAS, the City would install two (2) loading only signs, approximately 20 feet apart at the identified location and mark the curb yellow during the annual City street painting; and,

WHEREAS, this is an unbudgeted expense in the amount, not to exceed, $100.00 from funding source Streets – Signs;

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

1. Directs City staff to order two loading zone signs.
2. Upon receipt of said signage by the City, the City Council authorizes placement of such signage along Dahlin Ave SE adjacent to the West sidewalk of Isanti Villa Apartments at 102 Dahlin Ave SE.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources / City Clerk

(SEAL)

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: October 25, 2016

Subject: Statutory Liability Limits

Through the process of obtaining liability coverage for the City from the LMCIT, the City Council must elect annually whether or not to waive coverage on tort liability established by Minnesota Statutes 466.04. By not waiving coverage an individual claimant would be able to recover no more than $500,000 on any claim to which statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which statutory limits apply would be limited to $1,500,000. This matter has been reviewed with the Finance Committee, and their recommendation is not to waive the statutory limits.

Attached for your consideration is a resolution to not waive the statutory liability limits for the City.

RESOLUTION NO. 2016-____

A RESOLUTION NOT WAIVING STATUTORY LIABILITY LIMITS FOR THE CITY OF ISANTI

WHEREAS, the City Council has reviewed its liability insurance policy and has determined that not waiving the Statutory Liability Limits for the insurance year 2017 is in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED THAT THE City Council of City of Isanti, Minnesota chooses not to waive the Statutory Limits in selecting its Liability Insurance Policy for the year 2017 and authorizes staff to complete the liability waiver form.

This resolution was duly adopted by the Isanti City Council this 1st day of November 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

RESOLUTION NO. 2016-____

RESOLUTION OFFERING CITY ASSISTANCE TO NORTH 65 CHAMBER OF COMMERCE FOR HANGING AND REMOVAL OF WREATHS FOR HOLIDAY SEASON

WHEREAS, the North 65 Chamber of Commerce asked the City of Isanti to assist in the hanging and removal of eight wreaths in Historic Downtown Isanti for the holiday season; and,

WHEREAS, the equipment and materials necessary for the installation of the wreaths will be provided at no cost to City Staff; and,

WHEREAS, the North 65 Chamber of Commerce will be responsible for the maintenance and upkeep of the wreaths after installation; and,

WHEREAS, the wreaths will be hung from existing hooks on area businesses that have given consent; and,

WHEREAS, Public Services Director will coordinate with the North 65 Chamber of Commerce to install wreaths the week of November 7, 2016; and,

WHEREAS, the wreaths will be removed no later than January 31, 2017;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve Public Works assistance in the hanging and removal of wreaths for the holiday season utilizing equipment and materials provided by the North 65 Chamber of Commerce.

This Resolution hereby approved by the Isanti City Council this 1st day of November 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources /City Clerk

(SEAL)

NORTH 65
CHAMBER
OF COMMERCE

October 25, 2016

City of Isanti
110 1st Avenue NW
Isanti, MN 55040

Dear Mayor, Council and City Staff,

I would like to request the assistance of city public works to hang holiday wreaths on business buildings in the downtown area. Isanti's Home for the Holidays event is the weekend of November 12/13 and so the request is to have the wreaths up by November 11, 2016.

As in recent years, Isanti Rental has agreed to donate the use of their lift. New this year, Rebecca's Flowers is going to make new bows to replace the aging bows on the wreaths. We appreciate the partnership with the city to beautify the downtown area for the holiday shopping season.

Please contact me if you have any questions regarding this request. My direct email is melisa@north65chamber.com.

Best regards,

Melissa Bettendorf
Executive Director

2 Enterprise Ave NE, Suite C4, Isanti, MN 55040
763-689-2505 or info@north65chamber.com
www.north65chamber.com

L.11.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: October 26, 2016

Subject: Amendment to AEM Finance Director Services

In light of the new Finance Director starting with the City on November 7th, the Finance Committee met with Jean McGann, AEM Financial Solutions, to discuss the transition from contracted Finance Director Services. The need for crossover services for a two-week timeframe, and potential limited assistance thereafter was reviewed. AEM has prepared an amendment to the current Services Agreement to provide crossover services for two weeks from start of the new Finance Director, with a prorated fee based on service from November 1-18, 2016. The hourly fee is reflective of their current rates for service.

Attached is the resolution/amendment as proposed by AEM.

RESOLUTION NO. 2016-____

A RESOLUTION ACCEPTING CHANGE ORDER FOR INTERIM FINANCE DIRECTOR SERVICES

WHEREAS, Abdo Eick & Meyers LLP (AEM) is providing interim Finance Director services for the City as per the extension for Interim Finance Services accepted per City Resolution 2016-270. The proposal provided services until such time as the Finance Director position has been filled or December 31, 2016; and

WHEREAS, a Finance Director has been hired and will start with the City on November 7, 2016. AEM has submitted a Change Order to modify the extension of services to transition Financial Management Services from the firm to the new Finance Director; and

WHEREAS, the Finance Committee has met with the AEM representative and recommends acceptance of the Change Order:

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

1. Hereby accepts Abdo Eick & Meyers LLP Change Order dated October 25, 2016 to modify the existing agreement and transition Financial Management services.

This Resolution hereby approved by the Isanti City Council this 1st day of November 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
City Clerk / Human Resources

(SEAL)

ABDO EICK & MEYERS LLP

AEM Financial Solutions™

October 25, 2016

Change Order Form

Don Lorsung, City Administrator
City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Proposed by: Jean D. McGann

Change request:

Per request of City of Isanti (the City) we are modifying the terms of the Interim Financial Management Services agreement.

On August 24, 2016, the contract dated April 31, 2016 was extended to December 31, 2016. Due to the City hiring a full-time Finance Director, the City and AEMFS have determined it is in the best interest of the City to modify the terms of the amended agreement. Such terms are modified to state that the City will be invoiced at an hourly rate rather than a monthly fixed rate.

This modification will take effect on November 21, 2016. AEMFS will pro-rate the fixed fee from November 1 - November 18, 2016. The monthly fixed fee is $11,750. For services between November 1 and November 18, 2016, the City will be invoiced the pro-rated amount of $7,475. The hourly rate will be effective on November 21, 2016.

The investment by the City is outlined below

Contractor's Employee	Hourly Rate
Gayle Bauman, Client Services Manager	$185
Client Services Accountant	$145

Reason for requiring the change order: City hired full-time Finance Director
Nature of work to be performed: Financial Management Services
Contract modification: Modified contract from fixed fee to hourly rate effective November 21, 2016.

Estimated cost of change/ additional work:

Effective November 21, 2016, the City of Isanti will be billed based on the hourly rate outlined above. The terms and conditions of payment will be the same as in the original contract.

5201 Eden Avenue, Suite 250
Edina, MN 55436
952.715.3070 | Fax 952.835.3261

Approved:

City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Name _____

Title _____

Date _____

Name _____

Title _____

Date _____

AEM Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Steve McDonald

Title CEO

Date October 25, 2016

*****

Rejected:

I do not want AEM Financial Solutions, LLC to perform the additional services required. I will be responsible for ensuring that our personnel will provide the requested assistance.

City of Isanti
110 1st Avenue North
Isanti, Minnesota 55040

Name _____

Title _____

Date _____

People + Process = Going Beyond the Numbers

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING AN EXTENDED LEAVE FOR PUBLIC WORKS TECHNICIAN JAKE PUDLICK

WHEREAS, Public Works Technician Jake Pudlick was injured while serving at training for the Minnesota Air National Guard on October 15, 2016 and subsequently has been unable to return to work at the City since October 17, 2016; and

WHEREAS, Pudlick was informed that surgery will be required for his injury; and,

WHEREAS, between medical opinions and military orders Pudlick may be off of work for up to six months; and

WHEREAS, per the Personnel Policy, leave without pay over thirty calendar days must be approved by the City Council (up to a maximum of one year); and

WHEREAS, Pudlick is requesting between three months and up to six months of extended leave contingent upon his recovery.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS: To approve Jake Pudlick's extended leave for up to six months beginning October 17, 2016.

This resolution was duly adopted by the Isanti City Council this 1st day of November, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
October 25, 2016
Isanti City Hall and River Bluff Preserve

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jennifer Garvey, Mayor Wimmer, James Witte, and Aaron Zdon
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Wimmer, second by Witte to approve the October 25, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from September 27, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Tour of River Bluff Preserve

The group drove to River Bluff Preserve and walked the trails.

Wimmer explained on the walk out that the project to get vehicle traffic at Legacy Park stopped near the sign can continue. The bank was becoming uncooperative, but in further reviewing the easements that have been set for the property, the city has the permission it needs to move forward already. The temporary easement will stand until development begins on those parcels.

Mayor Wimmer and Everett explained how the trails were laid out and that the trails from the park connect through Martin's Landing up to the Isanti Middle School. Wimmer explained that Dan Golner from the MN DNR would like to see some signage at the bottom of the stairs that lead down to the river to indicate that it is a DNR approved project. Everett explained that she has contacted Golner about specifics for that signage and was told that he needs to meet with some people first and will get back to us when they have discussed it. At the bridge, Wimmer explained that there was some confusion with Golner about the bridge that we are using, but he and Everett believe that it will be allowed to stay. Everett explained that our goal is to get some longer ramps next year to help people get to the dock without having to go through so much mud. There was discussion about how well-used the bridge has been. Everett and Wimmer explained that the bridge has been used regularly since it was installed; Zdon and Witte stated that they have both seen kids heading that way with fishing poles on a regular basis as well. Garvey asked what the gates at the ends were there for; Everett explained that they are meant to keep ATVs off but are still wide enough for ADA accessibility. Wimmer also pointed out some areas along the trails north of the bridge where the ATVs have caused erosion issues; the city has installed bollards along

the trails to keep ATVs out which should help to stabilize these areas. Since those bollards have gone in, the ATV traffic seems to have declined greatly. The group walked back to the community garden via the switchback trail. Wimmer stated that Golner (DNR) also wanted more grass along this trail, but that has been a challenge with continued flooding this year. The upper portion of the switchback does have some grass starting to grow in.

4. Community Garden – Review and Updates for 2017

Everett stated that she would let the members read the memo for the majority of the updates to save some time, but there were a few points to bring up. The registration for this year was open to everyone from February 9 to June 1; however, there are many gardeners who would like to return next year to their same plots. In brainstorming with other staff, Everett recommended that there be three windows: February 6 to 10 for returning gardeners to reserve the same plots, February 13 to 17 for returning gardeners to reserve new plots, and February 18-June 1 open to everyone. Garvey questioned that if this system was in place, one person could potentially hold the same plot for several years. Wimmer explained that the goal is for people to be able to build the soil in consecutive years and to be able to feel some investment in their plots. The group discussed the schedule; Wimmer made a motion, Witte seconded to approve the recommended registration schedule for 2017.

Everett also asked the group to discuss what, if anything, should happen if someone does abandon their plots early in the year. Wimmer stated that the only way to collect any monetary fee would be to send someone through the civil court system or to assess their taxes, both of which would end up having much more money tied up in them. Everett asked if those things would be worth it and the group agreed that they would not. Garvey stated that those cases will likely be rare, as well. Everett stated that next year we will have our own tiller so that kind of maintenance will be easier. Garvey stated that she thought the best option would be to state clearly in the application language that people are responsible for their plots through a certain date. That said, things do come up in people's lives, so we should also state that if for some reason someone is no longer able to maintain their plot, they should let us know. In addition, as a consequence to someone who does not abide by these rules, an option is to not allow them to reserve a plot the next year. Everett stated that she thought that was a great idea, and asked if it would be for just the next year that they couldn't reserve a plot; Garvey stated that she would recommend that the language state the next year and then it could be reviewed if that became necessary. The group agreed that this would be a good plan moving ahead.

5. Tot Lot Renaming Contest

Everett stated that the city received three applications within the contest timeline and an email after the window closed. Garvey stated that she thought the late email entries should not be considered. Zdon agreed. Everett stated that the options then were "Hidden Adventure Park," "Isanti Hills Neighborhood Park," and "Viking Park." Zdon stated that he had preference from the options already. Wimmer asked him which one he liked best; Zdon stated that he liked Isanti Hills Neighborhood Park because that is the name of the development. The group agreed that they liked that option as well. Garvey made a motion and Witte seconded to recommend that the Isanti Tot Lot park be renamed the Isanti Hills Neighborhood Park. Garvey asked if we have any other parks that are named "neighborhood" parks. Wimmer stated that no, we don't. Zdon stated that he thought adding neighborhood into the name might help to create a sense of ownership for the people living there and help them connect to it. Garvey asked if there were delineations for what a neighborhood park could be. Everett stated that our comp. plan does define neighborhood parks, but thought that Tot Lot would fit within that definition. Wimmer stated that it would and that a neighborhood park is one that is accessible to residents without having to cross a major road. The group agreed that the benefit of calling it a neighborhood park was enough to keep it included in the name.

6. Parks Updates

Everett stated that the first movie night was a success, there were about 30 people there and the volunteer group came from St. Scholastica Academy. There are now six of the seven dates full for volunteer groups, and November is the only one open. Everett explained that St. Scholastica was the first group to get their application in and said they would cover additional nights if they didn't fill so Everett told them that if she didn't fill November by the end of this week, she would let them know so they could to that night too. The members said that was a good idea.

Everett stated that the Bike Isanti County Committee meeting is scheduled for November 2 and she has gone through the existing comp plan that they will need. Everett explained that she would like the group to talk about how the plan should be updated. Wimmer stated that it depends on what they wanted to update; if they just wanted to redo what was there or totally rewrite it. He also explained that the City comp plan will be redone in the next couple of years and it might make sense for the parks one to be done at the same time so they work together and mirror each other. The group agreed that this would make sense. Everett asked that if for now she could just make notes on the current plan to give to the county with updates of existing parks and projects in the works. Wimmer said yes.

Wimmer also stated that in the process of the county initiative for a master plan, there have been some ideas of rolling the Cambridge-Isanti Bike/Walk Trail committee into the Bike Isanti County. He said he would push back against this because of how much the cities have invested in the trail and the current system for maintaining the trail is working great. He would not want the trail to be handed over to the county. If there are additions to the trail that are developed and maintained by the county, that would be different.

Everett stated that the city has also been working with the Arts and Science Academy on the park that will be going in over there, and the last update she received was that the school was going to submit plans without a gym, but the rest of the agreements that were being developed would be the same. Wimmer stated that the school has been thinking about adding on a high school or a middle school/high school combination building to the north. This might be why they don't want to add the gym to the building they have. He is not sure how far they are in that process, but there would be a lot of planning that would be required on behalf of the school for plats, beyond just the school itself, that would need city approval. The discussion is ongoing.

Everett explained that the Bluebird climber equipment should be shipped this week. Mike from St. Croix has offered to come up personally to make sure it gets installed and has been great to work with in this process. Zdon asked if the company also did skate park equipment. Everett stated that she did not know, but it's possible. Zdon stated that he would look them up online. Zdon asked if the skate equipment was still going to be taken down this year, and Everett stated that she had not been informed of that plan changing but Public Works has been very busy with other projects. Zdon stated that it's good that it's still up now because we've still had great weather and it's still being used.

7. Adjournment

Motion by Witte, second by Wimmer to adjourn the October 25, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 7:04 p.m.

Dated at Isanti, Minnesota this 25th day of October, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

DRAFT

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, NOVEMBER 15, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. Isanti Liquor Store - MMBA Support our Troops Winner - Presentation of $200 Contribution to Beyond the Yellow Ribbon

F. Approve City Council Minutes
1. November 1, 2016 - Regular Meeting of the City Council
2. November 1, 2016 – Closed Session Meeting of the City Council

G. Citizens Input

H. Announcements
1. Parks, Recreation and Culture Board Meeting — Tuesday, November 22, 2016 at 6:00 p.m.
2. **CITY OFFICES CLOSED** — Thursday & Friday, November 24 & 25, 2016
   (In observance of the Thanksgiving holiday)
3. City Council Meeting — Tuesday, December 6, 2016 at 7:00 p.m.
4. Economic Development Authority Meeting — Tuesday, December 6, 2016
   (Immediately following the City Council Meeting)
5. Planning Commission Meeting — Tuesday, December 13, 2016 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings

K. Business Items

<u>City Administrator Don Lorsung</u>
1. Resolution Approving 2017 Community Garden Registration Schedule
2. Resolution Setting a Public Hearing to Annex a 41.99-acre parcel in Athens Township as Requested by Brennan and Rebecca Cox
3. Resolution Approving the Site Plan and Building Appearance as requested by O'Reilly Auto Enterprises, LLC, for a Retail Auto Parts Store on the property located at 101 6th Ave NE
4. Resolution Approving an Amendment to the Site Plan and Conditional Use Permit as requested by Coborn's to allow for significant changes to the development located at 209 6th Ave NE
5. Ordinance Approving the request from the City of Isanti to Amend Ordinance No. 445 Zoning to include Article 5: "H65" Highway 65 Corridor Overlay District to Section 11 Overlay Districts, and an Ordinance Approving the Rezoning of specified B-2 and T1-B properties along Highway 65
6. Resolution Approving the request from Allina Health and MSP Commercial for a Signage Master Plan for the facility located at 300 5th Ave NE

7. Consider Resolution Approving Certification of Delinquent Charges for City Services and Unpaid Nuisance Abatement Charges Collectible in 2017

City Engineer Brad DeWolf

8. Resolution Approving Engineering Proposal for MS4 Stormwater Permit Part 2, Phase 2 and 3
9. Resolution Authorizing Isanti Parkway Section Pavement Testing

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $976,786.50 and Payroll in the amount of $91,471.18
2. Contractor's Pay Request No. 03 Wastewater Treatment Improvements in the Amount of $286,499.00
3. Final Meeting Minutes for the October 4, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the October 11, 2016 Planning Commission Meeting
5. Resolution Approving a Check Be Written to the City of Cambridge for Excess Funds Contributed for the Two Cities, One Community Event
6. Resolution Authorizing the Purchase of Two New Kel-Tec Modern Police Shotguns
7. Ordinance to Appoint Finance Director Jackie Fisher as City Treasurer
8. Resolution Ending Probationary Period and Promotion to Full Time Permanent Employee Status for Human Resources/City Clerk Lindsey Giese
9. Resolution Approving 2017 Partnership with Partners in Healthy Living

M. Other Communications

1. Draft Meeting Minutes for the November 1, 2016 Economic Development Authority Meeting
2. Draft Meeting Minutes for the November 9, 2016 Planning Commission Meeting
3. October Police Department Report
4. October Code Enforcement Report
5. October Building Inspector Report
6. November Engineering Report

N. Closed Session

1. City Administrator Performance Review

The City Council will resume in open session following each or any Closed Session matter. After reopening the meeting the Council may take such action, if any as it deems appropriate pertaining to the matter discussed in closed session.

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, NOVEMBER 1, 2016 – 7:00 P.M.
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Paul Bergley, Dan Collison and Ross Lorinser

Members Absent: Councilors Steve Lundeen

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/ City Clerk Lindsey Giese, Police Chief Gene Hill, City Engineer Brad DeWolf and Economic Development Director Sean Sullivan

Others Present: K Courneya, MB Pieper, J Harris, A Maxwell, M Bettendorf, E Wissler, B T.L. Davis, B Davis, T Tawyea, CJ Davis

D. Adopt Agenda
Motion by Lorinser, second by Collison to approve the agenda. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards
None

F. Approve City Council Minutes
1. October 18, 2016 - Regular Meeting of the City Council

Motion by Lorinser, second by Collison to approve the 10/18/16 City Council Minutes. Motion carried unanimously.

G. Citizens Input
James Harris, 459 3rd Ave N, approached the podium in regards to a questionnaire, frequency of well-testing, and a pothole he felt was of concern located near the Mobile Gas Station off of County Road 5.

H. Announcements

1.	Planning Commission Meeting	Wednesday, November 9, 2016 at 7:00 p.m.
2.	CITY OFFICES CLOSED	Friday, November 11, 2016
	(In observance of the Veteran's Day)	
3.	Canvass Board Meeting	Tuesday, November 15, 2016 at 6:50 p.m.
4.	City Council Meeting	Tuesday, November 15, 2016 at 7:00 p.m.
5.	Parks, Recreation and Culture Board Meeting	Tuesday, November 22, 2016 at 6:00 p.m.
6.	CITY OFFICES CLOSED	Thursday & Friday, November 24 & 25, 2016
	(In observance of the Thanksgiving holiday)	

I. Council Committee Reports
Mayor Wimmer informed the Council that the City Municipal Liquor Store is now ranked 14th in the State for sales profitability. Previously, in 2010 we were ranked 70th. The Mayor believes this is due to the management of John Jacobi and the process improvements he has implemented with the store. This is a real significant

improvement. Councilor Lorinser also added that in 2010 we were 44th in gross sales ranking among all the liquor stores in the state and 43rd in 2015, so our sales have increased slightly. In that same time, five stores closed and in 2010 the City was contemplating closing or selling the store. Jacobi has reduced the operating expense by about $20,000 since 2010. Lorinser commended Jacobi and stated that this is a very good testament to how well the store is doing.

J. Public Hearings

K. Business Items

1. Discussion Regarding Appeal for Revocation of Solicitor Permit for RG Enterprises, Inc. *(Mike Gerber)*

Business Owner of RG Enterprises, Inc., Mike Gerber addressed the Council and explained he has received copies of two police reports. He stated that Brandon Wieland has been employed with him for a year and Mike Sanchez has been with him for four months. He does background checks on all his employees. Kirby Vacuums has been around for a long time and the company only allows them to sell one way, and that is door to door. Mr. Gerber read a list of satisfied customers. He stated that if they get revoked in any City, that they have to report it, and that this would be the first time. Mayor Wimmer stated that he had first-hand experience with a rude salesman, and provided feedback that has been received from citizens. Mr. Gerber questioned the Council by asking if he would get the permit back or not.

Motion by Lorinser to not return the Solicitor Permit, second by Collison. Motion carried unanimously.

City Administrator Don Lorsung

2. **Annual Review of Snow Plowing Policy – Resolution 2016-318 and Exempt Sidewalks from Snow Removal – Resolution 2016-319**

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

3. **Resolution 2016-320 Amending the Procedure for Annual Walk Through of Building on City Property**

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

4. **Resolution 2016-321 Authorize Renaming of Isanti Tot Lot to Isanti Hills Neighborhood Park**

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

City Engineer Brad DeWolf

5. **Consider Resolution 2016-322 Authorizing Pink Water Monitor, ORP Probe for Water Treatment Plant**

Motion by Lorinser, second by Collison. Motion carried unanimously.

6. **Consider Resolution 2016-323 Authorizing Sodium Hypochlorite Feed System for Water Treatment Plant**

Motion by Lorinser, second by Collison. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $146,483.49 and Payroll in the amount of $107,981.18
2. Final Meeting Minutes for the September 27, 2016 Parks, Recreation and Culture Meeting
3. **Resolution 2016-324** Approving an Exempt Gambling Permit to the Cambridge-Isanti Red Line Hockey Club
4. **Resolution 2016-325** Demonstrating Support for the Isanti County Sheriff's Department Improvements

5. **Resolution 2016-326** Authorizing Contribution to Minnesota Economic Development Foundation (MNEDF)
6. **Resolution 2016-327** Approving a Check Be Written to Friends of St. Scholastica for Volunteering at the Community Movie Night
7. **Resolution 2016-328** Approving State of Minnesota Joint Powers Agreements with the City of Isanti on Behalf of Its City Attorney and Police Department
8. **Resolution 2016-329** Accepting Loading Zone at 102 Dahlin Ave SE and Authorizing Purchase and Placement of Loading Zone Signs
9. **Resolution 2016-330** Not Waiving Statutory Liability Limits for the City of Isanti
10. **Resolution 2016-331** Approving City Assistance with Downtown Wreath Hanging
11. **Resolution 2016-332** Accepting Change Order for Interim Finance Director Services
12. **Resolution 2016-333** Approving Extended Leave for Public Works Technician Jake Pudlick

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

At 7:21 p.m. Mayor Wimmer announced that the Council would go into a brief recess, to clear the Chambers, and that Council would then go into closed session to discuss a personnel matter.

N. Closed Session

1. Discussion Regarding Personnel Matter

At 7:22 p.m. the City Council went into a closed session.

O. Open Session

At 7:31 p.m. Council came out of closed session. Mayor Wimmer requested that City Attorney Clark Joslin provide a summary of the closed session. City Attorney Joslin stated that at approximately 7:22, City Council went into closed session. He informed the Council that the purpose of the closed session was to discuss a proposed settlement of a grievance regarding tuition reimbursement under the Law Enforcement Labor Services contract. The dispute involved whether particular courses should be reimbursed and whether they were reasonably related to the enhancement of the skills for the position of Police Officer. Following the mediation, a settlement agreement was reached that provided for the resolution of the matter in a way that both the officer involved, Officer Valerie Zeman, and the City could get the matter resolved without proceeding to the next step, which would be arbitration. Legal Counsel from the Labor Council Office of Frank Madden, Susan Hansen, recommended approval of the settlement agreement and felt that it was a reasonable resolution to the matter. Following discussion among the Council and Labor Attorney, Susan Hansen, the matter has now come back to open session.

Motion by Lorinser to approve the Settlement Agreement, second by Bergley. Motion carried unanimously.

Adjournment

Motion to adjourn by Bergley, second by Lorinser. Motion carried. The meeting was adjourned at 7:33 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

K.1.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: November 15, 2016

Subject: A Resolution Approving 2017 Community Garden Registration Schedule

---

Background:
Staff have been working to review the first season of the Isanti Community Garden. The gardeners were sent an online survey to offer feedback on their experiences, and an end-of-season meeting was held for in-person feedback. The response to the garden was largely positive, and many gardeners are excited to return next year.

Parks, Recreation, and Culture Board Recommendation
At the October 25, 2016 Parks, Recreation, and Culture Board meeting, the registration schedule for 2017 was discussed. In order to allow gardeners to develop their garden plots and build the soil, many gardeners have already asked about how they can reserve the same plots next year. To accomplish this, the PRC Board has recommended a registration schedule with three separate periods. The first period would be for returning gardeners reserving the same plots, the second for returning gardeners reserving new plots, and the final (and longest period) would be open to everyone wanting to reserve any plot. For 2017, the dates would be as follows:

- February 6-10: returning gardeners reserving the same plots
- February 13-17: returning gardeners reserving new plots
- February 18-June 1: open registration

Staff Request:
Staff is requesting that City Council approve the registration schedule for 2017.

Attachments:
- Resolution 2016 - XXX

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING 2017 COMMUNITY GARDEN REGISTRATION SCHEDULE

WHEREAS, a community garden was constructed in Spring 2016; and,

WHEREAS, members of the community are allowed to rent ground plots or raised bed spaces; and,

WHEREAS, gardeners from the first season were surveyed and indicated that they would like to return the following year; and,

WHEREAS, returning gardeners would benefit from gardening the same plots in successive years; and,

WHEREAS, the Parks, Recreation, and Culture Board has recommended three registration periods;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve three separate registration periods for the Isanti Community Garden as follows:

- Returning gardeners reserving the *same* plots may begin registering February 6-10, 2017
- Returning gardeners reserving *new* plots may begin registering February 13-17, 2017
- Open registration beginning February 18 and closing June 1, 2017.

Adopted by the Isanti City Council this 15th day of November, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

K.2.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: November 15, 2016

Subject: A Resolution Setting a Public Hearing to Annex a 41.99-acre parcel in Athens Township as Requested by Brennan and Rebecca Cox.

Background

Brennan and Rebecca Cox, owners of a 41.99-acre parcel south of the Isanti city limits on Polk St NE, have petitioned the City to be annexed. Their parcel touches Isanti City limits in the northwest corner of their property. The request for annexation for future business creation and city services.

Petitioned annexations require a 30-day notice prior to the public hearing. Notices will be sent to adjacent property owners, Athens Township and the Municipal Boundary Adjustment Unit by certified mail.

Staff Request

Set a public hearing for Tuesday, December 20th, 2016.

Attachments

- Resolution No. 2016-XXX
- Map indicating property to be annexed

CITY OF ISANTI
COUNTY OF ISANTI
STATE OF MINNESOTA

RESOLUTION NO. 2016-

A RESOLUTION SETTING A PUBLIC HEARING FOR ANNEXATION

THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City Council of the City of Isanti pursuant to Minnesota Statute 414.033 desires to consider the annexation of the property legally described as:

That part of the Northeast Quarter (NE1/4) of Section Six (6), Township Thirty-four (34), Range Twenty-three (23), lying Easterly of the Easterly right-of-way line of the Burlington Northern Railway (formerly the Easter Railway Company of Minnesota), excepting therefrom that part of said NE1/4 of Section 6, described as follows: Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) of said Section 6; thence South along the East line of said Section 6, a distance of 208.7 feet for the point of beginning of the exception to be herein described; thence West and parallel to the North line of said Section 6 and to the Easterly right-of-way of said Burlington Northern Railway; thence Southerly following the Easterly line of said railroad right-of-way and to the South line of the NE1/4 of said Section 6; thence Easterly along the south line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence North along the East line of the NE1/4 of said Section 6 to the point of beginning and there to terminate,

Except the Northerly 243.75 of the Southerly 428.10 feet of the Easterly 547.29 feet and the Southerly 238.35 feet of the Easterly 592.87 feet.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, COUNTY OF ISANTI, MINNESOTA:

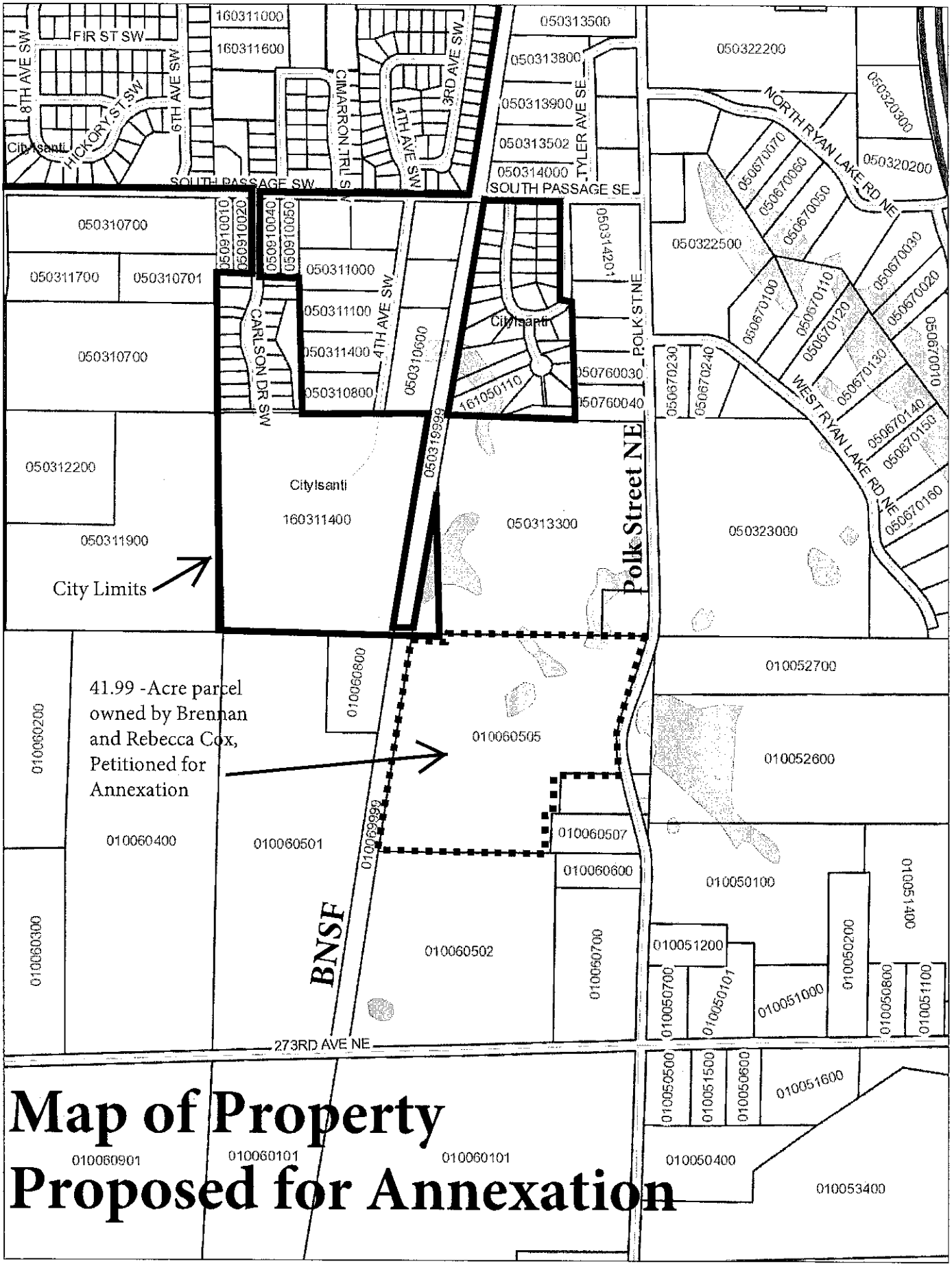
1. The Council will consider the annexation of such property and a public hearing shall be held on such proposed annexation on the 20th day of December 2016, before the City Council in the City Hall located at 110 First Avenue NW at 7:00 p.m.
2. The City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council this 15th day of November 2016.

_____
George A. Wimmer, Mayor

ATTEST:

_____
Lindsey Giese
City Clerk/Human Resources



Map of Property Proposed for Annexation

A Community For Generations.

Isanti

K.3.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: November 15, 2016

Subject: Request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota.

Background

O'Reilly Auto Parts is requesting Site Plan and Building Appearance Approval of a 7,453sf building on a 1.89 acre lot zoned "B-2" General Business District. An auto parts store is a permitted use within the B-2 District. The submitted plans generally meet all code requirements. All items not meeting code are listed below and have been sent back to the developer for revisions in order to meet code.

The following is a list of items that have been reviewed and are considered complete:

1. All building and parking setbacks are met.
2. Parking: 30 stall required, 41 provided. Includes 2 handicapped. Stall meet required dimensions. Aisles meet requirements.
3. Bicycle parking is shown. *(see item 2 below).*
4. Building height: One story
5. Impervious surface: 34.4% (permitted up to 75%)
6. Landscaping: 17 trees (Autumn Maple, Black Hills Spruce, Bur Oak and Honeylocust. The parking lot and driveways are lined with shurbery. *(see item 5 & 6 below).*
7. Exterior: The majority of the building is split face block (decorative concrete block) in two different colors. The main entrance area is EIFS/Stucco. All materials are permitted. *(see item 3 & 4 below).*
8. Trash area is properly screened.
9. Sidewalk is shown on perimeter of property.
10. Lighting meets requirements.
11. Sign location and size (pylon only) meets requirements (will require separate approval via sign permit).

Items that need to be addressed:

1. Change address on plans to the correct address of: 101 6th Ave NE
2. Indicate the type of bike rack to be installed. Must have two-points of support and accommodate a U-shaped locking device. (*Section 17, Subdivision 14 (C)*)
3. Submit colored renderings of the exterior.

4. Roof-top mechanical equipment is to be screened unless it is low-profile, self-contained units which blend in with the building architecture. Provide visuals to show screening or how equipment will blend in. (*Section 18, Subdivision 8 (B)*)
5. Hydro-seeding is not permitted. All landscaped areas must have sod and be irrigated. (*Section 15, Subdivision 5, B. General Requirements (6)(a)* and *Section 15, Subdivision 5, D. Non-Residential Requirements (5)*)
6. Shift trees on the southern boundary slightly to the north to bring them out of the drainage and utility easement.
7. Pole sign location is approved; however, official approval of the sign appearance and size will be reviewed and approved through the sign permit application process.
8. Address all City Engineer comments.

Development and Operations Advisory Committee Recommendations

The Development and Operations Advisory Committee reviewed the item at their regularly scheduled meeting held on October 20th, 2016. The committee members had the following comments/recommendations regarding the proposal:

Address comments as outlined by the Community Development Director and the City Engineer.

Staff Recommendation:

Staff recommends approval of the site plan subject to successfully addressing the review comments provided by the Community Development Director and the City Engineer.

Comprehensive Plan

The purpose of this (the General Business District) category is to identify portions of Isanti that contain or should be developed for general commercial use. Examples may include highway oriented businesses such as fast food restaurants, convenience stores, gas stations and other auto-oriented businesses. Limited office and service uses are appropriate in these areas as well, depending on scale and location.

Much of this land use is located along the Highway 65 corridor and CSAH 5. General Commercial is the largest commercial land use designation. These uses are predominantly auto-oriented in terms of access and services. Design of both site and buildings are important to maintaining a thriving commercial base. In addition, commercial businesses not located at major intersections should remain small scale, and provide services primarily to the surrounding neighborhood. Also, the architecture and site design of all commercial areas must be compatible with the surrounding neighborhood and landscape. Such issues as building size, location on the lot, building materials, screening and other design issues are important.

Zoning Ordinance Provisions

The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Site Plan Review Requirements

Prior to the construction of any new building or addition to a building that expands or changes the use of the building or parcel of land or modifies a building, accessory structure or site or land feature in any manner which results in a different intensity of use, including the requirement for additional parking or the enlargement of a building by more than 10% of its gross floor area would require a Site Plan/Building Appearance Review. When evaluating a site and building plan; Section 18, Subdivision 7 of the Zoning Ordinances states that City staff and the City Council must consider its compliance with the following:

A. Consistency with the elements and objectives of the City's development guides, including the comprehensive plan.
B. Consistency with City Codes.
C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
D. The amount and location of open space and landscaping.
E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
F. Protection of adjacent and neighboring properties through reasonable provision for surface water drainage, sound and sight buffers, preservation of views, light and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
G. Consistency with the City's Engineering Design Standards as adopted by Resolution of the City Council.

Certification of Taxes Paid

Prior to approving an application for Site Plan approval, certification must be provided to the City that there are not any delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Tuesday, October 27, 2016; that all taxes associated with the property were current.

Public Notice

Notice was published within the Isanti County News on October 26th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comment

To date, no public comment or questions had been received.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Revisions to the plans based review comments from the Community Development Director and City Engineer.

Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for the Site Plan/ Building Appearance Review request on October 6, 2016. Pursuant to Minnesota State Statute, the City must act on this request by December 5, 2016 (60 days). The only exception to these deadlines provided would be if the City provides the petitioner with written reasons for an additional 60-day review period.

Options & Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota.

2. Recommend Approval with Conditions: Motion to recommend approval of the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota for the following reasons…….
4. Table: Motion to table the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution No. 2016 - XXX
- Findings of Fact and Conclusion
- Review Comments from City Engineer DeWolf
- Review Comments from Community Development Director Achman
- A3 – Exterior Elevation
- C2 – Site Development Plan
- L1 – Landscape Planting Plan
- L3 – Irrigation Plan
- US1 – Utilities Site Plan

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE SITE PLAN/BUILDING APPEARANCE FOR O'REILLY AUTO PARTS TO BE CONSTRUCTED ON THE PROPERTY LEGALLY DESCRIBED AS LOT 2, BLOCK 1, ISANTI COMMONS SECOND ADDITION, ISANTI COUNTY, MINNESOTA

WHEREAS, O'Reilly Auto Enterprises LLC currently own the property legally described as Lot 2, Block 1, Isanti Commons Second Addition; and,

WHEREAS, O'Reilly Auto Enterprises is requesting Site Plan/Building Appearance approval to allow for the construction of an Auto Parts store on the property at 101 6th Ave NE; and,

WHEREAS, the property is located within the "B-2" General Business District; and,

WHEREAS, following publication, posted and mailed notice thereof, the City of Isanti Planning Commission conducted a public hearing on the proposed Site Plan on November 9th, 2016; and,

WHEREAS, the City of Isanti Planning Commission recommended approval of the proposed Site Plan/Building Appearance based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the requested Site Plan/Building Appearance at its regularly scheduled meeting on November 15th, 2016; and,

WHEREAS, the City Council of the City of Isanti has determined that the Site Plan/Building Appearance meets the ordinance requirements necessary for granting approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Site Plan/Building Appearance review for the construction of an Auto Parts store to be located on the property at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, and is hereby approved with the following conditions:

1. Revisions to the plans based review comments from the Community Development Director and City Engineer.

Adopted by the Isanti City Council on this 15th day of November 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota.

Findings of Fact

1. The applicant O'Reilly Auto Enterprises, LLC, submitted an application for Site Plan Review of an Auto Parts store to be located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition.
2. The property is zoned "B-2" General Business District. In which, the use is permitted.
3. Any new building or addition to a building that expands or changes the use of the building or parcel of land or modifies a building, accessory structure or site or land feature in any manner which results in a different intensity of use, including the requirement for additional parking or the enlargement of a building by more than 10% of its gross floor area requires a site plan/ building appearance approval.
4. The proposed new use would meet the requirements as noted within the Zoning Ordinance for requiring site plan/building appearance approval prior to construction.
5. The applicant would appear to have met the requirements for approving the construction of a retail store, as stipulated in Section 7 Business Districts, Article 2, Subdivision 2 Permitted Uses, (P).
6. A complete application was received on October 6, 2016 and a public hearing date before the Planning Commission was scheduled for November 9, 2016.
7. Notice of the Site Plan Review request was published within the Isanti County News on Wednesday, October 26th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     The proposal would appear to be consistent with the elements and objectives of the City's development guides and the Comprehensive Plan. The use is consistent with the intent of the Comprehensive Plan designation.
   - B. Consistency with City Codes.
     A review of the proposal against zoning ordinance requirement has been completed. The requirements would appear to have been met by the proposal as presented for the site plan review. Any deficiencies or inconsistencies with ordinance requirements have been noted.
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     The site will be preserved to the fullest extent possible. Existing trees will remain in the berm and additional trees and shrubs will be added to the site.
   - D. The amount and location of open space and landscaping.

The amount of landscaping will meet code and open space requirements will be met. Sod and irrigation is required on all disturbed areas of the lot. Revisions have been requested.

E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
Vehicular and pedestrian circulation will meet the site requirements. Sufficient onsite vehicle and bicycle parking are provided on site. Access points and drive aisles meet the requirements.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
The drainage/grading have been reviewed by the City Engineer. Changes are necessary prior to approval. A lighting plan has been reviewed and approved.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
The City Engineer's comments are to be addressed and approved prior to the issuance of a building permit.

Decision
The Planning Commission reviewed the request in a public hearing on November 9th, 2016. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Planning Commission Recommendation:
Motion by Kennedy second by Bergley to recommend approval of the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Revisions to the plans based review comments from the Community Development Director and City Engineer.

Motion carried unanimously.

BOLTON & MENK

Real People. Real Solutions.

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

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

MEMORANDUM

Date: October 12, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.

Subject: O'Reilly Auto Parts Site Plan & Hydraulics Review
City of Isanti, MN

We have reviewed the site plan for the proposed O'Reilly Auto Parts building created by Smith-Goth Engineers, Inc. with a signature date of July 29, 2016.

The site plan includes a proposed building with a new parking lot and storm water pond located at the intersection of TH 65 and Broadway Street SE, on the south side of Coborn's Grocery Store.

We have reviewed the submitted site & grading plan and have the following comments:

1. General Comments:
    a. The City street storm drainage flows through the proposed storm pipes and into the proposed pond. A drainage and utility easement will need to be established over these storm system elements.
    b. A long term pond maintenance plan needs to be created and submitted.
    c. Add 6' wide sidewalk along the west side of 6th Avenue and along the north side of Broadway Street extending the existing walk from the north.
    d. The proposed site looks like it is set relatively low compared to the existing grade. Would it be beneficial to raise the entire site up 1-3 feet to avoid added over curb flow from the TH 65 ditch runoff and to save on hauling out excess material?

2. Sheet C4:
    a. Extending the gravity sanitary sewer main to a depth of 4 feet doesn't benefit grade or freeze issues. We recommend running the force main to the existing gravity manhole in the boulevard at a minimum depth of 7.5 feet.
    b. Provide a detail showing how the forcemain will connect to the structure and how it will be insulated when under 7.5 feet of cover.
    c. The existing manhole is located in the valley gutter entrance to Coborn's. Include the removal & replacement of this portion of the entrance as well as the pedestrian ramp in these plans as well as any street curb & gutter needed to be removed to construct the service line.
    d. Detail 4 – We use a Neenah 1733 Casting with Concealed pick holes. See attached Sanitary Manhole Detail.
    e. Detail 5 - Please submit a detail on the Neenah R-4859C casting. We usually use round openings with a Neenah R4342 Casting. See attached 4020 manhole detail for standard structure.

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3. Sheet US1:
    a. There is a 6" water service stub located at the intersection of Broadway Street & 6th Avenue as shown on the plans. We recommend connecting to this stub to not disturb the existing curb or street.
    b. The water meters should be by the building not in the boulevard.
    c. The "Contractor Caution" note is confusing, a grinder pump is already shown on the plan. Is there still thought of raising the site and using gravity sewer?

We have reviewed the submitted Drainage Report prepared by Anderson Engineering, Inc. dated July 15, 2016 and have the following comments:

1. The soil boring at the pond does not clearly show the water table elevation is a minimum of 3 feet below the pond bottom. Please verify the 3 foot minimum separation.
2. A swale currently drains from the TH 65 ditch to the existing infiltration basin on Broadway Street. Is this accounted for in your drainage calculations and should it be blocked off with the proposed construction.

We would recommend the plans and hydraulics be revised to reflect the above comments and resubmitted.

Please contact me if you have any questions.

A Community For Generations.

Isanti

C.M. Architecture
c/o Brandon Cutler
800 Washington Ave N. #208
Minneapolis, MN 55401

October 5, 2016

RE: Site Plan and Building Appearance Review – O'Reilly Auto Parts

Dear Mr. Cutler,

On October 3, 2016; a Site Plan and Building Appearance Application were received for O'Reilly Auto Parts on the lot legally described as Lot 2, Block 1, Isanti Commons Second Addition. City staff has completed a preliminary review of the application materials. Based upon that review the application is considered complete; however, some additional information and/or further clarification is required for a number items related to the proposal. The following items must be submitted and/or further clarified for further review.

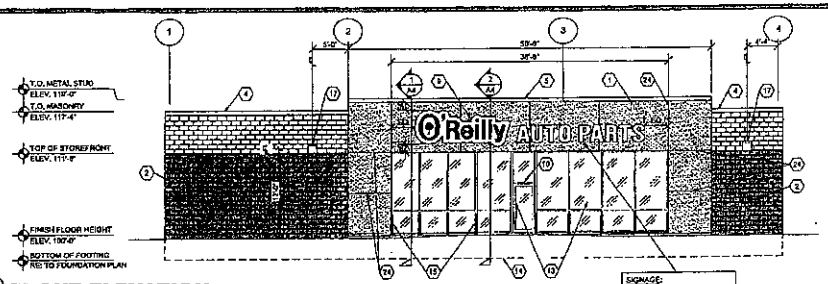
1. Change address on plans to the correct address of: 101 6th Ave NE
2. Indicate the type of bike rack to be installed. Must have two-points of support and accommodate a U-shaped locking device. (*Section 17, Subdivision 14 (C)*)
3. Submit colored renderings of the exterior.
4. Roof-top mechanical equipment is to be screened unless it is low-profile, self-contained units which blend in with the building architecture. Provide visuals to show screening or how equipment will blend in. (*Section 18, Subdivision 8 (B)*)
5. Hydro-seeding is not permitted. All landscaped areas must have sod and be irrigated. (*Section 15, Subdivision 5, B. General Requirements (6)(a)* and *Section 15, Subdivision 5, D. Non-Residential Requirements (5)*)
6. Shift trees on the southern boundary slightly to the north to bring them out of the drainage and utility easement.
7. Pole sign location is approved, however, official approval of the sign appearance and size will be reviewed and approved through the sign permit application process.
8. Address all City Engineer comments.

A response to each of the concerns listed above must be addressed in writing and re-submitted to City staff for further review. Once that information is received, City staff will complete the review of the Site Plan Review request. If you have questions regarding the request for additional information, please let me know and I will be happy to assist. I can be reached at (763) 444-5512 or rachman@cityofisanti.us .

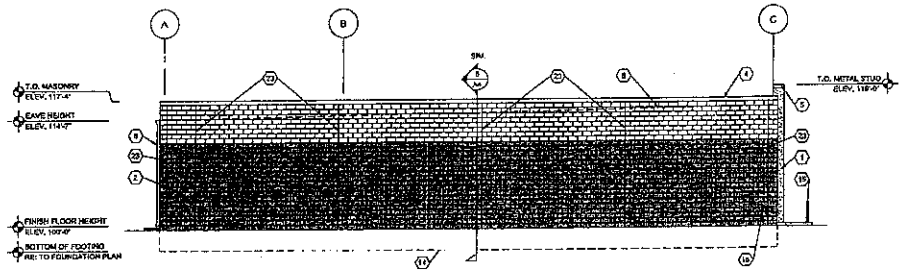
Sincerely,

Roxanne Achman, AICP
Community Development Director

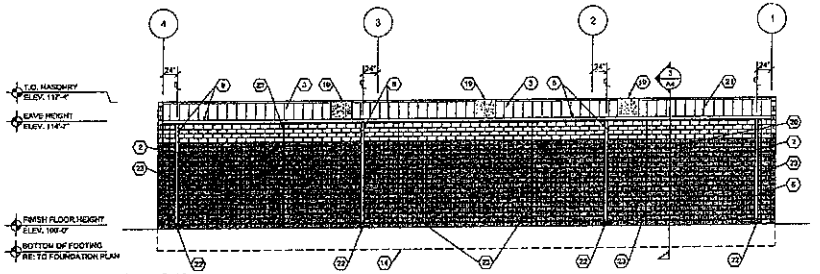
cc: Development File



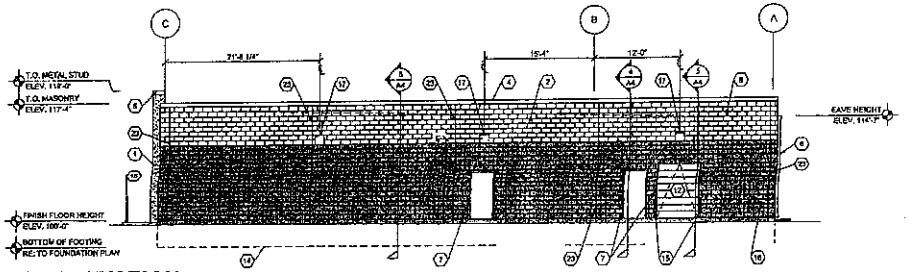
1 FRONT ELEVATION
A3 SCALE: 1/8" = 1'-0"



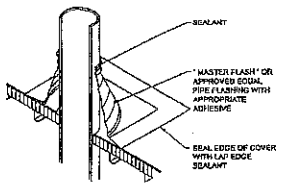
2 SIDE ELEVATION
A3 SCALE: 1/8" = 1'-0"



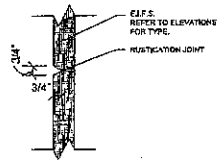
3 REAR ELEVATION
A3 SCALE: 1/8" = 1'-0"



4 SIDE ELEVATION
A3 SCALE: 1/8" = 1'-0"



5 VENT PIPE
A3 SCALE: N.T.S.



6 JOINT DETAIL
A3 SCALE: N.T.S.

GENERAL NOTES:

A. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.

B. REFER TO PRE-ENGINEERED METAL BUILDING DRAWINGS FOR ADDITIONAL REQUIREMENTS.

C. REFER TO MECHANICAL / ELECTRICAL PLAN FOR SYSTEM TYPES AND LOCATIONS.

D. REFER TO SITE DEVELOPMENT PLANS FOR ADDITIONAL REQUIREMENTS.

KEY NOTES:

1. EXTERIOR INSULATION AND FINISH SYSTEM (E.I.F.S.): REFER TO EXTERIOR FINISH SCHEDULE.
2. MASONRY WALL CONSTRUCTION: REFER TO EXTERIOR FINISH SCHEDULE AND WALL SECTIONS.
3. PRE-FINISHED STANDING SEAM ROOF: BY PRE-ENGINEERED METAL BUILDING COMPANY.
4. PRE - FINISHED METAL CAP FLASHING: REFER TO EXTERIOR FINISH SCHEDULE.
5. PRE - ENGINEERED METAL CAP FLASHING: COLOR SHALL BE FIELD PAINTED CUSTOM " O'REILLY RED" TO MATCH E.I.F.S. PAINT.
6. PRE - ENGINEERED METAL GUTTER AND DOWN SPOUTS: PRE - FINISHED, COLOR SHALL MATCH MASONRY FIELD COLOR.
7. CONCRETE MASONRY UNIT (CMU): SPLIT FACE HEAD AND JAMB UNITS.
8. LINE OF ROOF: DASHED LINE INDICATES LINE OF ROOF BEYOND WITH SLOPE OF 1/4" PER FOOT.
9. SIGN: APPROXIMATE OUTLINE OF SIGN. PROVIDE BLOCKING AS REQUIRED FOR MOUNTING OF SIGN, COORDINATE WITH SIGN COMPANY FOR EXACT SIGN PLACEMENT. OWNER FURNISHED AND INSTALLED LOGO. REFER TO SIGN PACKET INFORMATION FOR FURTHER DETAIL.
10. ADDRESS NUMBERS: BY OWNER, BY CONTRACTOR, COLOR TO BE WHITE.
11. NOT USED
12. DOOR AND FRAME: FIELD PAINT (REFER TO EXTERIOR FINISH SCHEDULE)
13. STOREFRONT: (REFER TO FLOOR PLAN FOR WINDOW TYPES.)
14. LINE OF FOUNDATION: (REFER TO FOUNDATION PLAN.)
15. STEEL BOLLARDS: (6) TYPICAL AT STOREFRONT (2) AT O.H. DOOR LOCATION. FIELD PAINT "O'REILLY GREEN". (REFER TO FOUNDATION PLAN.)
16. HOSE BIB: (REFER TO PLUMBING PLAN)
17. LIGHT FIXTURE: (REFER TO ELECTRICAL PLAN)
18. NOT USED.
19. ROOF TOP UNIT: APPROXIMATE LOCATION (REFER TO MECHANICAL PLAN FOR EXACT LOCATION)
20. MECHANICAL WALL PENETRATIONS: PROVIDE FRAMING, FLASHING, AND SEALANT AS REQUIRED. (REFER TO M.E.P. SHEETS)
21. ROOF PIPING VENT: REFER TO DETAIL 5/A3.
22. CONCRETE SPLASH BLOCK: INSTALL AT EACH DOWNSPOUT.
23. MASONRY CONTROL / EXPANSION JOINT: PATCH MASONRY, PROVIDE SEALANT OVER 1/2" DIAMETER FOAM BACKER ROD. REFER TO STRUCTURAL DRAWINGS.
24. RUSTICATION JOINT: REFER TO DETAIL 6/A3.

EXTERIOR FINISH SCHEDULE

TYPE:	COMPANY TYPE:	COLOR:
STANDARD CONCRETE MASONRY UNIT (C.M.U.) SPLIT FACE (8" X 8" X 16" NOM.) *PROVIDE FULL 8" FACE AT ALL CORNERS COURSE: RUNNING	PER LOCAL SUPPLIER	SHERWIN WILLIAMS PAINT (1) COAT S-W PREPRITE BLOCK FILLER B25W25 (NO LESS THAN 8 MILS) (2) COATS S-W DURAPLEX XL SMOOTH ELASTOMERIC AS-400 (NO LESS THAN 5.7 MILS EACH COAT) COLD WEATHER APPLICATIONS: SHERWIN WILLIAMS PAINT (1) COAT S-W LOXON CONCRETE SURFACER (NO LESS THAN 8 MILS) (2) COATS S-W ULTRACRETE SOLVENT BORNE SMOOTH SW6 (NO LESS THAN 8 MILE EACH COAT OR 16 MILS TOTAL) FIELD COLOR: EQUAL TO: SHERWIN WILLIAMS "SOFTER TAN" SW6141 (TOP STRIPE) (INDICATED BY HATCH: [illegible]) SHERWIN WILLIAMS "LATTE" SW6108 (LOWER WALLS) (INDICATED BY SHADED HATCH: [illegible]) SEE SPECIFICATIONS SECTION 09900
EXTERIOR INSULATION AND FINISH SYSTEM (E.I.F.S.)	DRYVIT - OUTSULATION PLUS NO SANDBLAST FINISH	#SW6911 - POSITIVE RED SHERCRYL GLOSS
STOREFRONT (NO SUBSTITUTES)	EFCO	IVY
	KAWNEER	DARK IVY
	VISTA WALL	INTERSTATE GREEN
BOLLARDS	IN FIELD	SHERWIN WILLIAMS "HEAT SEAL" #SW6988 SEMI-GLOSS
EXTERIOR DOORS	OWNER	FACTORY PRIME FIELD PAINTED SHERWIN WILLIAMS #SW6108 "LATTE"
OVERHEAD DOOR	OWNER	FACTORY PRIME FIELD PAINTED SHERWIN WILLIAMS #SW6108 "LATTE"
SHEET METAL CAP FLASHING AT E.I.F.S.	BY METAL BUILDING MFGR FACTORY PRIME FIELD PAINTED	"CUSTOM RED MIX" (VERIFY MIX BELOW MATCHES E.I.F.S. COLOR) SHERWIN WILLIAMS MIX BASE: --B62W00-B00V30-- GALLON FORMULA OVI 45 TW 16 CLEAR COAT--DIAMOND CLAD CLEAR COAT UNDTINTED B62T105/B62V105/B62C105-- 3 COMPONENT
PRE - FINISHED SHEET METAL CAP FLASHING	BY METAL BUILDING MFGR	SOFTER TAN

GM ARCHITECTURE
architecture · planning · interior design

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FAX: (612) 547-1301
CONTACT: TONY JOHNSON
ajohnson@gmarch.com

CONSULTANTS:

ANDERSON ENGINEERING, INC.
2945 WEST WOODLAND
SPRINGFIELD, MO 65618
PHONE: 417-866-2741
FAX: 417-866-2778

AST, INC.
7215 HEMBO BLVD.
EDINA, MN 55439
PHONE: 952-854-9302
FAX: 952-854-9360

SCE, INC.
3655 S JEFFERSON AVE
SPRINGFIELD, MO 65807
PHONE: 417-887-2200
FAX: 417-887-1180

SEAL:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PATRICK G. BUDD, ARCHITECT

SIGNATURE: [illegible]

DATE ISSUED: 03-28-16

REG. NO.: 18039

O'Reilly AUTO PARTS
209 6TH AVE. NE
ISANTI, MN 55040

SHEET TITLE:
EXTERIOR ELEVATIONS

REVISIONS:

NO:	DATE:	BY:

PROJECT NO: 1815.009
DRAWN BY: KJG/BLC

A3

SHEET 3 OF 5

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Issue - 1/22/2016 2:10:05 PM
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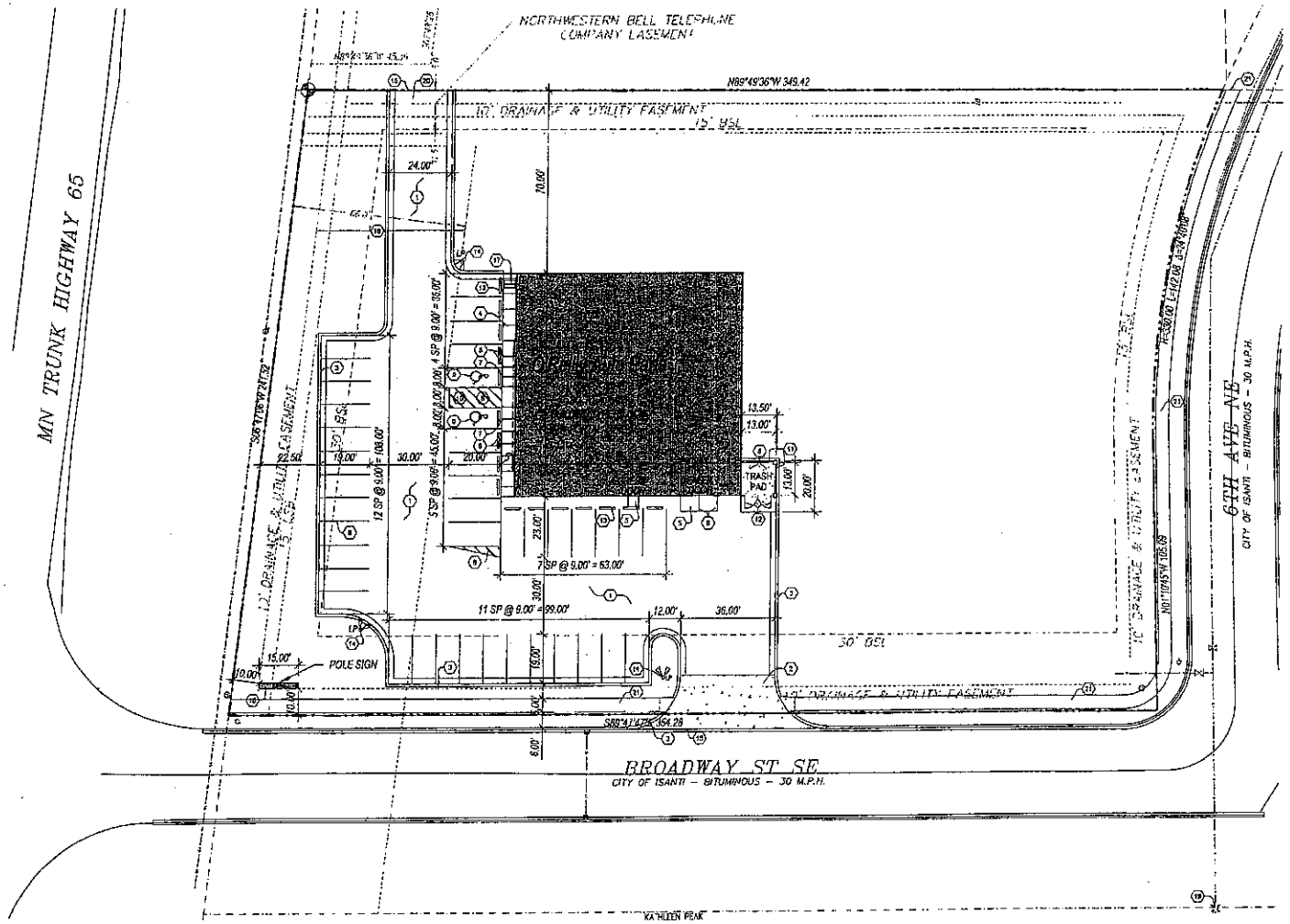

GENERAL NOTES:

A. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.

B. ALL SITE DIMENSIONS TO THE GUTTER LINE OF CURB, CONCRETE OR PROPERTY LINE UNLESS OTHERWISE NOTED. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED INSPECTION PRIOR TO SUBMITTING BID AND STARTING CONSTRUCTION.

C. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.

D. REFER TO STRUCTURAL PLANS FOR DEVELOPMENT OF SIDEWALKS ADJACENT TO FOUNDATIONS.

E. PRIOR TO INSTALLATION, GENERAL CONTRACTOR TO CONFIRM THAT LIGHT POLES, LANDSCAPING AND UTILITIES DO NOT CONFLICT WITH SIGN LOCATION SHOWN. IF ANY POTENTIAL CONFLICT IS DISCOVERED, GENERAL CONTRACTOR TO CONTACT THE O'REILLY PROJECT ADMINISTRATOR BEFORE PROCEEDING.

KEY NOTES:

1. CONCRETE PAVING: REFER TO DETAIL 1/C3.
2. CONCRETE DRIVEWAY PER CITY STANDARDS. SEE SHEET C1.
3. CONCRETE CURB: REFER TO DETAIL 3/C3.
4. CONCRETE SIDEWALK: REFER TO DETAIL 4/C3 AND STRUCTURAL SHEETS.
5. CONCRETE DOOR LANDING: REFER TO DETAIL 4/C3 AND STRUCTURAL DETAILS. RAMP PAVING AS INDICATED. LANDING CAN BE POURED MONOLITHIC IF CONCRETE PAVING IS USED.
6. STEEL BOLLARD: REFER TO DETAIL 9/C3. PROVIDE (7) AT TRASH, (2) AT OVERHEAD DOOR, (2) AT GAS METER. PROVIDE (6) AT SIDEWALK. REFER TO STRUCTURAL PLAN FOR LOCATION.
7. HANDICAP PARKING SIGN: REFER TO DETAIL 7/C3.
8. STRIPING: PROVIDE 4" WIDE STRIPING. AS SHOWN FOR PEDESTRIAN WALKWAY AND LOADING ZONE, USE HIGHWAY MARKING PAINT - YELLOW (2 COATS)
9. HANDICAP PARKING SYMBOL: REFER TO DETAIL 9/C3.
10. HANDICAP ACCESS UNLOADING ZONE: SLOPE 2% MAX. EACH WAY (ADA COMPLIANT) AND STRIPE AS SHOWN.
11. SCREEN FENCE: REFER TO DETAIL 1/C3.
12. SCREEN FENCE GATES: REFER TO DETAIL 1/C3.
13. CONCRETE BUMPER BLOCK: 6"w x 9"h x 6'-0" LONG CONCRETE. ANCHOR TO PAVING WITH (2) 1'-6" LONG #4 REBAR (TO SIT LEVEL WITH PAVING).
14. PARKING LOT LIGHTING: REFER TO SITE LIGHTING PLAN FOR LOCATION AND TYPE.
15. LIMITS OF NEW PAVING: MATCH EXISTING PER CITY STANDARDS.
16. NEW 5 X 15 POLE SIGN: FURNISHED AND INSTALLED BY OWNER. REFER TO STRUCTURAL DRAWINGS FOR DETAILS.
17. BIKE RACK PER CITY REQUIREMENTS
18. EXG EGRESS/INGRESS AND UTILITY EASEMENT
19. EXG FIRE HYDRANT @ 242' FROM CLOSEST POINT OF BUILDING
20. LIMITS OF NEW PAVING: ALIGN WITH NEW NEIGHBORING DEVELOPMENT.
21. NEW CONCRETE SIDEWALK PER CITY STANDARDS: ALIGN O'REILLY PORTION ALONG 6TH AVE NE WITH NEW DEVELOPMENT (CONCEPTS) SIDEWALK.

REFER TO LANDSCAPE PLAN FOR PLANTINGS

SYMBOLS LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND

	NEW BUILDING CONSTRUCTION		NEW POLE SIGN LOCATION
	AREA OF CONCRETE		NEW CONCRETE PAVING BLOCK
	AREA OF PAVING		NEW LIGHT POLE LOCATION

1 C2 **SITE DEVELOPMENT PLAN**
SCALE: 1" = 30'

N

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SEAL:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PATRICK C. BUES, ARCHITECT

SIGNATURE

DATE ISSUED 07.29.16

REG. NO. 18078

O'Reilly AUTO PARTS
209 6TH AVE. NE
ISANTI, MN 55040

SHEET TITLE:
SITE DEVELOPMENT PLAN

REVISIONS:

NO:	DATE:	BY:

PROJECT NO: 1615.009
DRAWN BY: KJO

C2
SHEET 2 OF 3

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PLANTING SCHEDULE

REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS. ALL PLANTINGS MAY BE SUBSTITUTED DUE TO REGION OR LOCAL REQUIREMENTS IF NECESSARY, AND WITH OWNER APPROVAL

MARK	COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	DETAIL
A	DARTS GOLD NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DARTS GOLD'	27	#2	4/L2
B	ARCADIA JUNIPER	JUNIPERUS SABINA 'ARCADIA'	39	#5	4/L2
C	AUTUMN SPIRE MAPLE	ACER RUBRUM 'AUTUMN SPIRE'	3	2.5"BB	3/L2
D	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	9	6'BB	6/L2
E	BUR OAK	QUERCUS MACROCARPA	6	2.5"BB	3/L2
F	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS VAR INERMIS 'IMPERIAL'	4	2.5"BB	3/L2
G	KARL FOERSTER	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	58	#1	4/L2

GENERAL NOTES:

A. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.

B. SITE CONDITIONS BASED UPON SURVEY PROVIDED BY OWNER. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BY DETAILED INSPECTION PRIOR TO SUBMITTING BID AND BEGINNING CONSTRUCTION.

C. REFER TO CIVIL DRAWINGS FOR ADDITIONAL REQUIREMENTS.

D. ALL PLANTING TYPES SHALL COMPLY WITH LOCAL GOVERNING CODES AND REGULATIONS. CONFORM TO REQUIREMENTS OF PLANT LIST AND TO THE AMERICAN ASSOCIATION OF NURSERYMEN "AMERICAN STANDARD OF NURSERY STOCK" AND "HORTICULTURAL STANDARDS" AS TO SPECIES, SIZE, AND PLANTING RECOMMENDATIONS.

E. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE OWNER'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED.

F. PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS. DO NOT PLANT TREES OVER OR WITHIN 8' OF UNDERGROUND UTILITIES.

G. QUANTITIES OF MATERIALS SHOWN ON LANDSCAPING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON PLANTING SCHEDULE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON LANDSCAPING PLAN.

H. ROUGHGRADE, GRADE AND PROVIDE 4" TOPSOIL AT ALL SOD, SEED AND PLANTING AREAS. GRADE SHALL BE ADJUSTED FOR SOD THICKNESS.

I. WHEN CLAY SOIL IS ENCOUNTERED IN THE ESTABLISHMENT OF THE LAWN OR THE INSTALLATION OF PLANT MATERIAL IT SHALL BE IMPROVED IN ACCORDANCE WITH STANDARD TRADE PRACTICE AND THE PROJECT SPECIFICATIONS.

J. RE-ESTABLISH TURF IN AREAS DISTURBED BY GRADING OR UTILITY TRENCHING IN THE RIGHT-OF-WAY.

K. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.

L. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL LOCAL JURISDICTION'S STANDARDS AND SPECIFICATIONS.

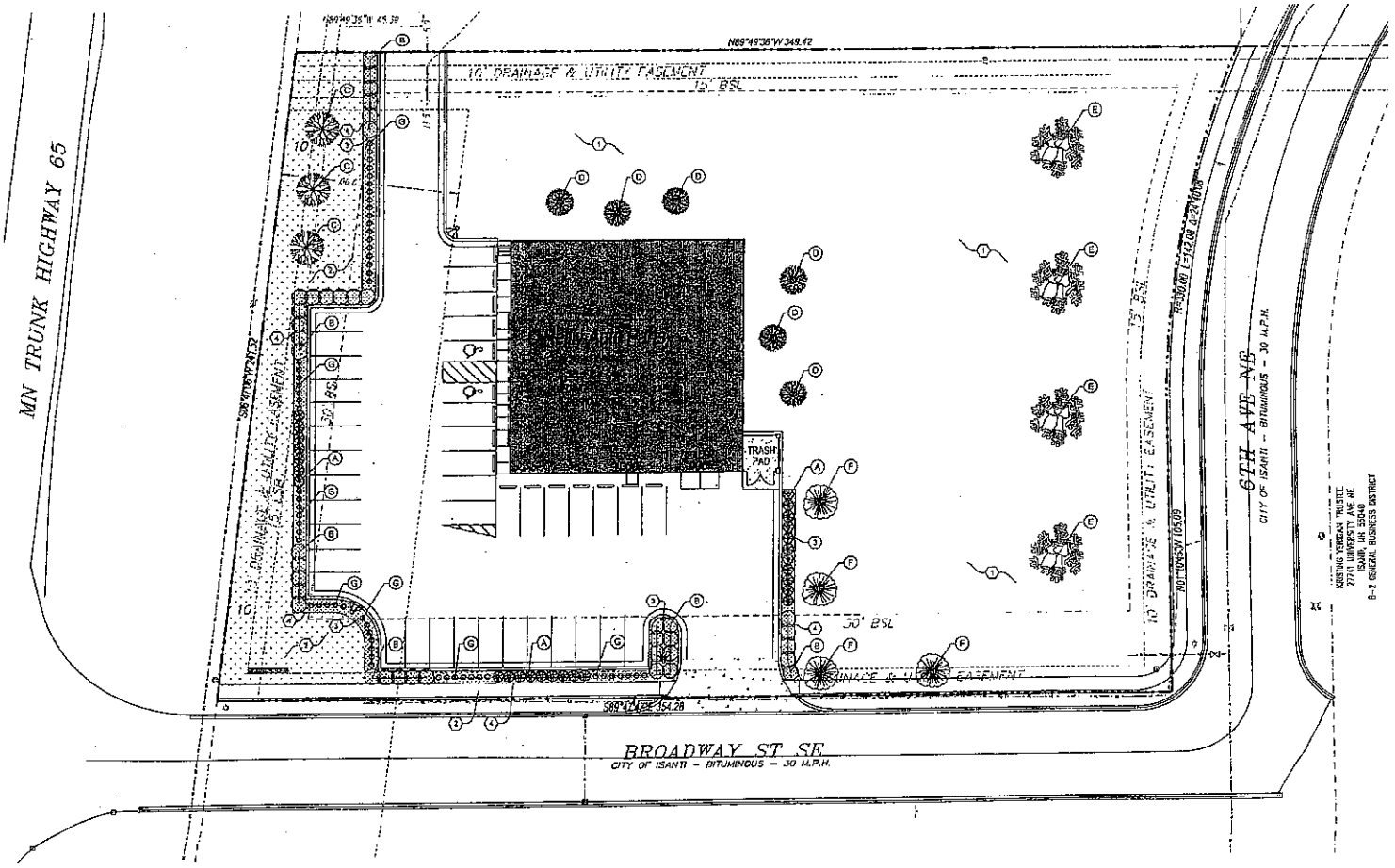
KEY NOTES:

1. HYDRO MULCH / SEED AND STRAW: UNLESS NOTED OTHERWISE, ALL AREAS DISTURBED BY CONSTRUCTION ARE FIRST TO BE FINE GRADED AND THEN FOLLOWED BY HYDRO MULCH OR SEED AND STRAW OVER MIN. 4" TOPSOIL STOCKPILED FROM SITE OR HAULED IN AS REQUIRED.
2. AREA OF SOD: REFER TO DETAIL 1/L2.
3. CREEK GRAVEL: 3" DEEP, 3/8" CREEK GRAVEL OVER LANDSCAPE FABRIC. REFER TO DETAIL 2/L2.
4. 4" BLACK POLYVINYL EDGING, TYP.

LANDSCAPE SYMBOLS LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND

	NEW BUILDING CONSTRUCTION
	AREA OF CONCRETE
	NEW POLE SIGN LOCATION
	NEW CONCRETE PAVING BLOCK
	NEW LIGHT POLE LOCATION
	CREEK GRAVEL
	AREA OF SOD: LAWN AREA WHICH EXCEEDS 25% SLOPE TO BE PROVIDED WITH SOD. REFER TO GRADING PLAN
	NEW SHRUB: REFER TO PLANTING SCHEDULE FOR SIZE AND TYPE
	NEW TREE: REFER TO PLANTING SCHEDULE FOR SIZE AND TYPE



1 LANDSCAPE PLANTING PLAN

L1 SCALE: 1" = 30'

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PATRICK C. GLEES, ARCHITECT

SIGNATURE

07.29.16

DATE ISSUED

15079

REC. NO.

O'Reilly AUTO PARTS

209 6TH AVE. NE
ISANTI, MN 55040

SHEET TITLE:
LANDSCAPE PLANTING PLAN

REVISIONS:

NO:	DATE:	BY:

PROJECT NO: 15015.005
DRAWN BY: KJD

L1

SHEET 1 OF 3

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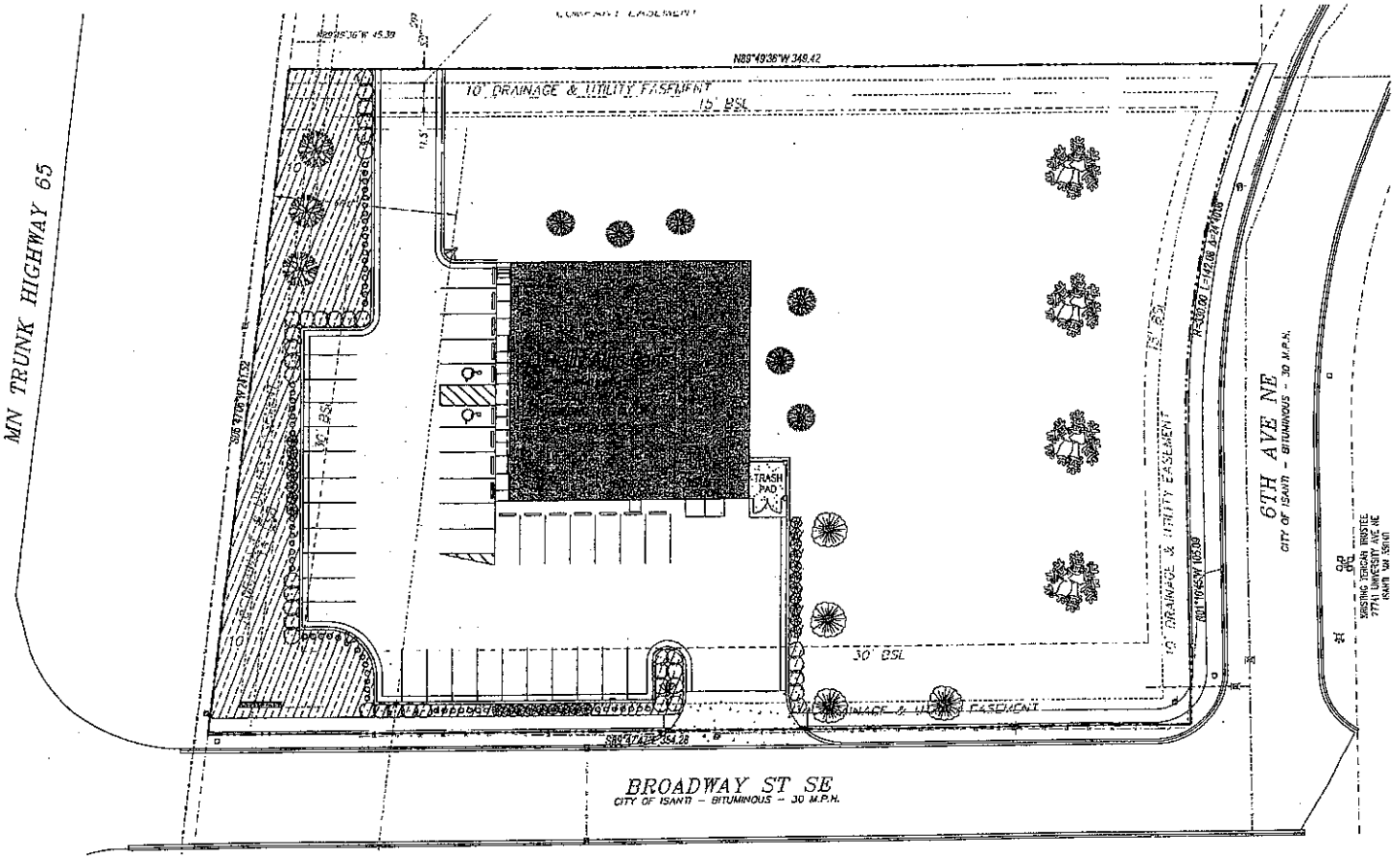


1 IRRIGATION PLAN
L3
SCALE: 1" = 30'

GENERAL NOTES:

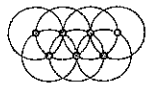
A. REFER TO PROJECT MANUAL FOR ADDITIONAL REQUIREMENTS.

B. COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.

C. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH ALL LOCAL JURISDICTION STANDARDS AND SPECIFICATIONS.

COVERAGE DETAIL:

1. IRRIGATION HEADS SHALL BE PLACED TO PROVIDE 100% OVERLAP HEAD-TO-HEAD COVERAGE, AS SHOWN.



2. A RAIN SENSOR AND ANTI-FREEZE ASSEMBLY SHALL BE INSTALLED ON THE IRRIGATION SYSTEM.
3. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERABLE SYSTEM FOR THE IRRIGATION OF ALL LANDSCAPE PLANTING(S) AND DESIRED COVERAGE AREAS ON SITE. THIS SHALL INCLUDE, BUT NOT LIMITED TO, A PROPERLY SIZED REMOTE SYSTEM IRRIGATION CONTROLLER, BACKFLOW PREVENTOR OR DOUBLE CHECK VALVE (AS REQUESTED), PROPERLY SIZED AND TIMED ZONE DESIGN, RAIN SENSOR GAUGE, VALVES, PIPING, HEADS, ETC.
4. THE IRRIGATION CONTRACTOR IS FULLY RESPONSIBLE FOR THE WORK UNTIL OWNER GIVES FINAL ACCEPTANCE.
5. NO WATER TO BE SPRAYED ON SIDEWALK, PARKING LOT, ROAD OR ADJACENT PROPERTY. ADJUST ARC AND RADIUS OF REQUIRED SPRINKLERS AS NEEDED.
6. ALL CIRCUIT PIPE IS TO BE CLASS 160 PVC OR HIGHER GRADE.
7. ALL MAIN FITTINGS SHALL BE REINFORCED WITH 2000 PSI POURED CONCRETE THRUST BLOCKS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION THE REQUIRED SYSTEM IN COMPLETE ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, AND LAWS. ANY MODIFICATIONS MADE AFTER INSTALLATION, TO CONFORM WITH SAID CODES, LAWS AND ORDINANCES, SHALL BE PERFORMED AT THE CONTRACTORS EXPENSE, AND AT NO ADDITIONAL COST TO THE OWNER.

LANDSCAPE SYMBOLS LEGEND

REFER TO SURVEY FOR EXISTING CONDITION SYMBOLS LEGEND

	NEW BUILDING CONSTRUCTION
	AREA OF CONCRETE
	NEW POLE SIGN LOCATION
	NEW CONCRETE PAVING BLOCK
	NEW LIGHT POLE LOCATION
	AREA OF DESIRED IRRIGATION COVERAGE
	NEW SHRUB REFER TO PLANTING SCHEDULE FOR SIZE AND TYPE
	NEW TREE REFER TO PLANTING SCHEDULE FOR SIZE AND TYPE

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PATRICK C. BUSS, ARCHITECT

SIGNATURE

DATE ISSUED 07.08.16

REG. NO. 18078

O'Reilly AUTO PARTS
209 6TH AVE. NE
ISANTI, MN 55040

SHEET TITLE:
IRRIGATION PLAN

REVISIONS:

NO:	DATE:	BY:

PROJECT NO: 16115.009
DRAWN BY: KM

L3
SHEET 3 OF 3

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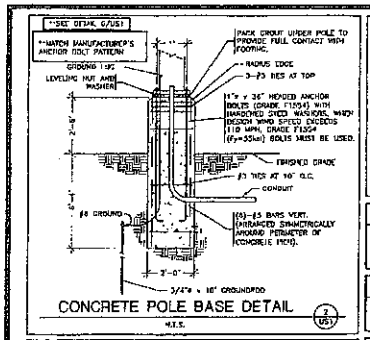
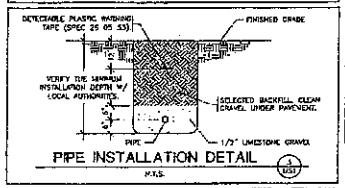


CONCRETE POLE BASE DETAIL (2/US1)

M.T.S.



PIPE INSTALLATION DETAIL (3/US1)

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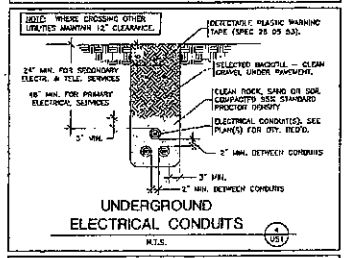

UNDERGROUND ELECTRICAL CONDUITS (4/US1)

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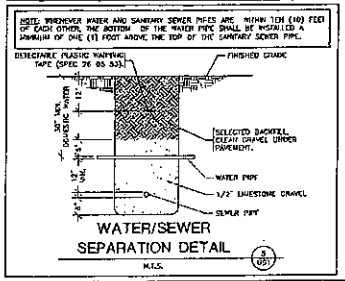
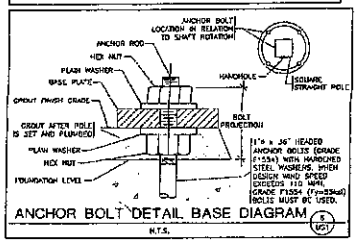


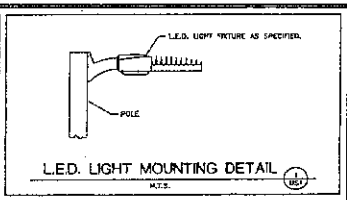
WATER/SEWER SEPARATION DETAIL (5/US1)

M.T.S.



ANCHOR BOLT DETAIL BASE DIAGRAM (6/US1)

M.T.S.



L.E.D. LIGHT MOUNTING DETAIL (1/US1)

M.T.S.

GENERAL NOTE:

PRIOR TO INSTALLATION, GENERAL CONTRACTOR SHALL CONFIRM THAT LIGHT POLES, LANDSCAPING AND UTILITIES DO NOT CONFLICT WITH SIGN LOCATION SHOWN. IF ANY POTENTIAL CONFLICT IS DISCOVERED, GENERAL CONTRACTOR SHALL CONTACT THE O'REILLY PROJECT ADMINISTRATOR BEFORE PROCEEDING.

VENSTAR KEYNOTE

(1) VIA VENSTAR SURVEYOR / LIGHTING CONTROL PANEL. SEE SHEET VS1 & VENSTAR SCOPE OF WORK (S.O.W.)

STOP-CALL BEFORE YOU DIG!

811

EXISTING CONDITIONS NOTES

1. THE CONTRACTOR IS OBLIGATED TO INSPECT FOR EXISTING CONDITIONS/INSTALLATIONS AND AVAILABLE INFORMATION PRIOR TO SUBMITTING A BID, REFER TO SPECIFICATIONS ALSO.
2. EXISTING INSTALLATIONS (SUCH AS WATER MAINS/LINES, GAS MAINS/LINES, SEWER MAINS/LINES, TELEPHONE LINES, POWER LINES, AND UTILITY STRUCTURES IN THE VICINITY OF THE WORK TO BE DONE) ARE INDICATED ON THE DRAWINGS ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER IN PREPARING THE DRAWINGS. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATING ALL EXISTING INSTALLATIONS.
4. ANY DELAY, ADDITIONAL WORK, FEES OR EXTRA COST TO THE CONTRACTOR CAUSED BY OR RESULTING FROM MARKED TO OR MODIFICATION OF EXISTING INSTALLATIONS BY THE CONTRACTOR OR AFFECTED UTILITY COMPANY SHALL NOT CONSTITUTE A CLAIM FOR EXTRA WORK, ADDITIONAL PAYMENT OR CHANGES.
5. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONSTRUCTION PRIOR TO SUBMITTING HIS BID. NO EXTRAS WILL BE PAID DUE TO UNANTICIPATED EXISTING CONDITIONS/INSTALLATIONS.

UTILITIES CONTACTS:

ELECTRIC:	XCEL ENERGY - (763) 323-2644
TELEPHONE:	CENTURYLINK - (320) 212-5000
WATER:	JODIE WOOD, CITY OF ISANTI - (763) 444-0459
SEWER:	JODIE WOOD, CITY OF ISANTI - (763) 444-0459
GAS:	JAKE SCHNEITZBERG, CENTERPOINT - (612) 718-3492

NEW UTILITIES

—W—	WATER SERVICE	P.O.C. = POINT OF CONNECTION BETWEEN SITE PIPING (SPEC 02300) AND BUILDING PIPING (SPEC 21 13 13, 22 00 00, 45 ACCESSORY & SPEC 31 13 13 DENOTES LANDSCAPE SUBCONTR.).
—UGE—	UNDERGROUND ELECTRIC	
—UGT—	UNDERGROUND PHONE	
—SAN—	SANITARY SEWER	
—OHE—	OVERHEAD ELECTRIC	
—OHT—	OVERHEAD PHONE	
—GS—	GAS SERVICE (BY GAS CO.)	
(222)(23)	SAW CUT	
BORING	BORE	
GRAVEL	GRAVEL	

TELEPHONE SERVICE REQUIREMENTS

SPECIAL NOTE: NEW PHONE SERVICE TO BUILDING SHALL BE AN UNDERGROUND SERVICE. CONTRACTOR TO SCHEDULE INSTALLATION OF U/G TELEPHONE SERVICE CONDUIT WITH OWNER. CONTACT (417) 874-7288.

3" PVC SCH/EQUAL 40 CONDUIT WITH RIGID GALVANIZED STEEL LONG SWEEP BEND @ 18-24" DEPTH FOR PHONE SERVICE PROVIDE MINIMUM 1/4" POLYPROPYLENE PULL LINE. PLACE CONDUIT A MINIMUM OF 12" FROM U/G ELECTRIC CONDUIT IN SAME TRENCH.

CAP END OF CONDUIT AT PROPERTY LINE BELOW FINISHED GRADE AND INSTALL CABLE MARKER FOR PHONE COMPANY. IF NECESSARY, OTHERWISE, CONTINUE PHONE SERVICE CONDUIT TO A POLE AND INSTALL RIGID GALVANIZED STEEL CONDUIT A MINIMUM 10' STUB ABOVE GRADE ATTACHED TO POLE.

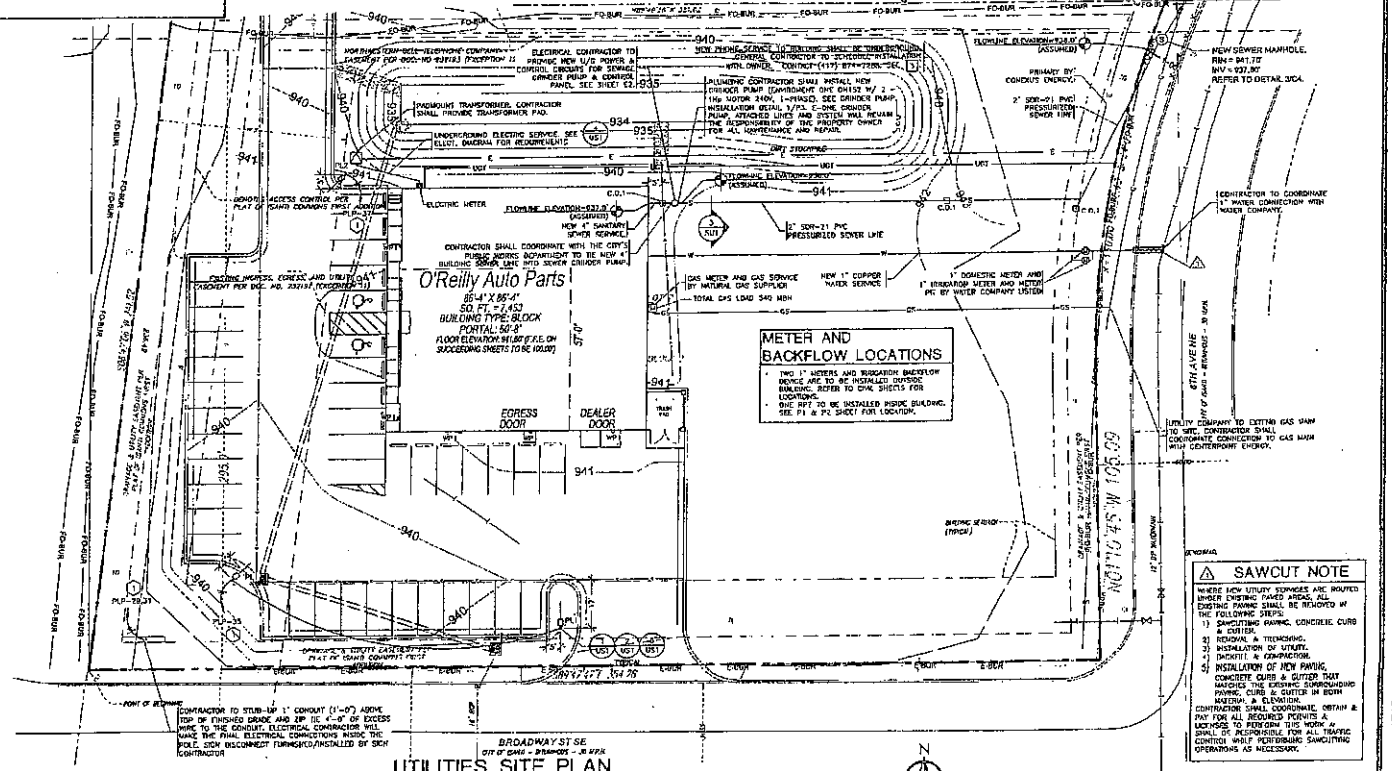
CONTRACTOR SHALL COORDINATE INSTALLATION AND VERIFY REQUIREMENTS WITH PHONE COMPANY, PLUS INCLUDE ALL FEES OF ANY OF PHONE COMPANY FOR INSTALLATION OF NO LESS THAN
10 FOOT CABLE IN MONITORED CONDUIT, TO CONTRACTOR INSTALLED 4' X 8' X 3/4" FIRE RETARDING BACKBOARD OF PLYWOOD, PAINT (2 COATS) WHITE (STANDARD PAINT) WITHIN BUILDING. CONTRACTOR TO PROVIDE 1¼ AWG CU. GROUND TO TELEPHONE EQUIPMENT LOCATION FROM ELECTRICAL GROUNDING ELECTRODE SYSTEM. FINAL CONNECTIONS AND INSIDE PHONE WIRING BY OWNER.

ONLY IF UNDERGROUND PHONE SERVICE IS NOT AVAILABLE FROM THE WAY CONTRACTOR INSTALL APPROPRIATE OVERHEAD PHONE SERVICE ROUTE. MEASURED FROM CAD. COORDINATE WITH OWNER & PHONE CO.

CONTRACTOR CAUTION!!! VERIFY SEWER LINE ELEVATION

BEFORE STARTING ANY BUILDING PAD GRADING AND PLUMBING WORK, THE CONTRACTOR SHALL FIELD VERIFY LOCATION, MATERIAL, CONDITION, ACCESSIBILITY (INCLUDING STATE HIGHWAY OR OTHER RIGHTS-OF-WAY) AND WORKABLE FLOW LINE ELEVATION OF THE EXISTING SANITARY SEWER SERVICE LINE OR MAIN.

IF A WORKABLE FLOW LINE HAS NOT BEEN ESTABLISHED AT THE TIME OF FINAL SANITARY SEWER SERVICE CONNECTION, THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXPENSES ASSOCIATED WITH THE INSTALLATION OF A NEW GRINDER PUMP SYSTEM EQUAL TO "ENVIROMENT ONE" EDR150 PHONE: 518-346-6161 TO MEET OWNER AND LOCAL REQUIREMENTS.



UTILITIES SITE PLAN

SCALE: 1" = 20'

SAWCUT NOTE

WHERE NEW UTILITY SERVICES ARE ROUTED UNDER EXISTING PAVED AREAS, ALL EXISTING PAVING SHALL BE REMOVED IN THE FOLLOWING STEPS:

1) SAWCUTTING PAVING, CONCRETE CURB & GUTTER.
2) REMOVAL & TRENCHING.
3) INSTALLATION OF UTILITY, BACKFILL & COMPACTION.
4) INSTALLATION OF NEW PAVING, CONCRETE CURB & GUTTER THAT MATCHES THE EXISTING SURROUNDING PAVING, CURB & GUTTER IN BOTH MATERIAL & ELEVATION.

CONTRACTOR SHALL COORDINATE, OBTAIN & PAY FOR ALL REQUIRED PERMITS & LICENSES TO PERFORM THIS WORK & SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL WHILE PERFORMING SAWCUTTING OPERATIONS AS NECESSARY.

STATE OF MINNESOTA LIMITATION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: Norman E. Goth
SIGNATURE: 7/29/16
DATE: 07/29/16 LICENSE: 41139

LICENSE RENEWAL DATE IS JUNE 30, 2018

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Norman E. Goth
7/29/16
LICENSE RENEWAL DATE IS JUNE 30, 2018

07/29/16
DATE ISSUED

O'Reilly AUTO PARTS
101 6TH AVE. NE
ISANTI, MN 55040

SHEET TITLE:
UTILITIES
SITE
PLAN

REVISIONS:

NO:	DATE:	BY:

PROJECT NO: 16175.009
DRAWN BY: RMK/LT

US1

SHEET 1 OF 1

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A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: November 15, 2016

Subject: Request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota

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Background
Coborn's is requesting a site plan amendment. The original site plan included a gas station/convenience store and car wash. They are requesting to revise the site plan to allow for a "pay at the pump" facility. The facility would have a fuel canopy with several fuel pumps and a mechanical box for the fuel controls. The area where the convenience store and car wash were planned, would be landscaped using a combination of rock, boulders and greenery. The canopy will be wrapped in a metal material in a color that matches the main building. Most gas canopies are wrapped with this type of material.

Zoning Ordinance Requirements
The property is zoned "B-2" General Business District. It is the intent of this zoning district to promote the development of commercial uses which are predominately auto-oriented in nature. The district caters to highway-oriented businesses as well as businesses that provide basic shopping and service needs for the community. Compatibility with adjacent uses and buildings is required within the district, as site design, building size and materials, and screening/landscaping are important to the creation and maintenance of a thriving commercial base.

Plan Modifications
An amended site plan involving major changes, as determined by the City Council, shall be re-applied for and administered in the same manner as required for a new site plan.

Public Notice
Notice of the Text Amendment was published in the official City newspaper, Isanti County News; on Wednesday, October 26th, 2016. Mailed notice was provided to property owners within 350' of the subject property.

Public Comments
No public comments had been received regarding the proposed text amendment prior to the release of the staff memo.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Resubmittal and approval shall be required for the future construction of the convenience store and/or car wash.

Motion carried unanimously.

Deadline for City Council Action

The City of Isanti received a complete application for this request on October 13, 2016. Pursuant to Minnesota State Statute, the City must act on this request by December 12, 2016 (60-days); unless an extension of the review period has been agreed to by the applicant.

Development and Operations Advisory Committee Comments

The Development and Operations Advisory Committee met on Thursday, October 20, 2016 and had the following comments/conditions:

1. Should Coborn's decide to move forward with the convenience store and car wash in the future, a new site plan and application will need to be submitted and approved by the Planning Commission and City Council.

Staff Request

City staff is requesting action on this item.

Options and Proposed Motion Language

1. Recommend Approval with No Conditions: Motion to recommend approval of the request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota with the following conditions....
3. Recommend Denial: Motion to recommend denial of the from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota for the following reasons....
4. Table: Motion to table the request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments

- Resolution 2016-XXX
- Findings of Fact and Conclusion

- Narrative of the Requested Changes from Rice Building Systems, Inc. dated Oct. 10, 2016
- Site Plan with Landscaping Details
- Rendering of Existing Conditions, A601
- Rendering of Proposed Site Layout, A602

RESOLUTION NO. 2016-

A RESOLUTION AMENDING THE CONDITIONAL USE PERMIT (CUP) AND SITE PLAN/BUILDING APPEARANCE APPROVED THROUGH RESOLUTION NO. 2015-253 FOR COBORN'S LOCATED ON THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, ISANTI COMMONS SECOND ADDITION, ISANTI COUNTY, MINNESOTA

WHEREAS, Isanti Holdings, LLC currently owns the property a legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Minnesota; and,

WHEREAS, the applicant, Rice Building Systems, on behalf of Coborn's, has requested an Amendment to the Site Plan/Building Appearance and Conditional Use Permit originally approved through Resolution 2015-253; and,

WHEREAS, the Amendment to the Site Plan includes the construction of the fuel canopy for a "pay-at-the-pump" system, rather than the build out of a full gas station/convenience store and car wash; and,

WHEREAS, landscaping will replace the previously approved convenience store and car wash; and,

WHEREAS, it is unknown when or if the convenience store and car wash will be constructed; and,

WHEREAS, the decision to construct either, or both, the convenience store and car wash, a new application and plans shall be submitted and approved by the Planning Commission and City Council; and,

WHEREAS, the Planning Commission had recommended approval of the requested Amendment based upon the Findings of Fact and Conclusion as presented with conditions; and,

WHEREAS, the City Council reviewed the requested Amendment to the Site Plan and Conditional Use Permit at its regularly scheduled meeting on November 15th, 2016; and,

WHEREAS, the City Council of the City of Isanti has determined that the Conditional Use Permit and Site Plan Amendment meets the ordinance requirements necessary for granting approval; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it adopts the Findings of Fact and Conclusion related to the requested Amendment to Resolution 2015-253 and **BE IT FURTHER RESOLVED** that the requested Amendment on the property legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Minnesota, be hereby approved subject to the following conditions:

1. Resubmittal and approval shall be required for the future construction of the convenience store and/or car wash.

Adopted by the Isanti City Council on this 15th day of November 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The applicant is requesting to amend resolution 2015-253 to allow for a significant change to the development on the property legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Minnesota
2. The property is zoned "B-2" General Business District.
3. Site Plan/Building Appearance Review is required for is required for changes greater than 10% of the project.
4. The petitioner submitted a Site Plan/Building Appearance and Conditional Use Permit Amendment Application, the required application fee and associated materials on October 13th, 2016. It was deemed complete at that time. Pursuant to Minnesota State Statute, the City must act on this request by December 12th, 2016 (60-day rule).
5. A public hearing date before the Planning Commission was scheduled for Wednesday, November 9th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
6. Notice of the Site Plan and Conditional Use Permit request was published within the Isanti-County News on Wednesday, October 26th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
7. Section 18, Subdivision 7 Standards of the Zoning Ordinance shall be used to evaluate any proposed site plans.
8. Section 21, Article 2: Conditional Use Permits, Subdivision 3 (D) of the Zoning Ordinance establishes factors that the judgment of the Planning Commission shall be based upon when reviewing a Conditional Use Permit request as well as Section 21, Article 2: Conditional Use Permits, Subdivision 4 General Performance Standards of the Zoning Ordinance establishes additional general standards that shall be used to evaluate any proposed conditional use permit request.

Conclusions

1. In review of the standards established in Section 18, Subdivision 7, the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:
   - A. Consistency with the elements and objectives of the City's development guides, including the Comprehensive Plan.
     As outlined within the staff memo, the elements of the project would appear to meet the requirements of the zoning ordinance and the intent of the land use designation in which the property is located.
   - B. Consistency with City Codes.
     Overall, the proposal appears to be consistent with city codes and ordinances. The plans provided would appear to meet the minimum requirements set by the zoning ordinance (setbacks, parking, landscaping, lighting, etc.).
   - C. Preservation of the site in its natural state to the extent practicable by minimizing tree and soil removal and designing grade changes to be in keeping with the general appearance of neighboring developed or developing areas.
     Changes to the site have already occurred. Landscaping will be installed in place of structures in some areas.
   - D. The amount and location of open space and landscaping.
     The amount of open space and landscaping exceeds the required amount.

E. Vehicular and pedestrian circulation, including walkways, interior drives, and parking in terms of location and number of access points to the public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic and arrangement and amount of parking.
All parking and drive aisles meet or exceed code requirements. Sidewalk and crosswalks are appropriately placed throughout the site. Interior circulation appears to meet code.

F. Protection of adjacent and neighboring properties through reasonable provision of surface water drainage, sound and light buffers, preservation of views, lights, and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses.
Surface drainage will be less than with the plans approved through resolution 2015-253.

G. Consistency with the City's Engineering and Design standards as adopted by Resolution of the City Council.
Storm water ponding was approved with resolution 2015-253 and has been installed.

2. In review of the standards established in Section 21, Article 2 Conditional Use (D); the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*: The Planning Commission shall hold a public hearing and consider possible adverse effects of the proposed Conditional Use. The judgment of the Planning Commission shall be based upon, but is not limited to the following factors:

A. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the goals and objectives of the Comprehensive Plan, including public facilities and capital improvement plans.
The proposed uses for the site would be consistent with the goals and objectives of the comprehensive plan.

B. The proposed action meets the purpose and intent of this Ordinance and the underlying zoning district.
The proposed uses fit the intent of the ordinance and underlying zoning district ("B-2" General Business District). The overall site layout of uses is complementary of each of the uses.

C. The establishment, maintenance or operation of the conditional use will promote and enhance the general public welfare and will not be detrimental or endanger the public health, safety, morals, or comfort.
The establishment of the conditional use does not appear to endanger the public health, safety, morals and comfort of the surrounding area or the community. The proposal follows the requirements further outlined in Section 13: Use Regulations for Gas Stations/Convenience Stores, Car Washes, and Drive-Thru Facilities.

D. The conditional use will not be injurious to the use and enjoyment of other property within the immediate vicinity for the purposes already permitted; nor substantially diminish or impair property values within the neighborhood.
The conditional uses do not appear to diminish or impair surrounding property values. Much of the area surrounding this property is also zoned for similar uses.

E. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
The conditional uses on this lot will likely enhance development in this area.

F. Adequate public facilities and services are available or can be reasonably provided to accommodate the use which is proposed.
Additional public facilities and services are not necessary for the proposed uses.

G. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
The requested conditional use permit appears to conform to the applicable regulations required for the district and the performance standards outlined within the zoning ordinance. Conditions will be placed on any approval to ensure that the property is

developed in accordance to ordinance requirements and the proposed plan provided by the applicant.

H. The conditional use complies with the general and specific performance standards as specified by within this Article.
These have been evaluated as part of the findings of fact; and can be found within this document.

3. In review of the standards established in Section 21, Article 2 Conditional Use, Subdivision 4 General Performance Standards; the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

A. The use and the site in question shall be served by a street of sufficient capacity to accommodate the type and volume of traffic which would be generated an adequate public right-of-way shall be provided.
This site is currently served by a street of sufficient capacity. The proposed conditional use will not change the type or volume of traffic flow that 6th Ave NE was designed to accommodate. The amendment may slightly decrease the amount of traffic as compared to the plan approved through resolution 2015-253.

B. The site design for access and parking shall minimize internal as well as external traffic conflicts and shall be in compliance with Section 17 of this Ordinance.
Sufficient access points have been provided for this site. Parking meets the standards outlined in Section 17 of this Ordinance.

C. If applicable, a pedestrian circulation system shall be clearly defined and appropriate provisions made to protect such areas from encroachment by parked or moving vehicles.
Sidewalks are being extended along 6th Ave NE. Crosswalks are being installed throughout the site for pedestrian circulation and safety.

D. Adequate off-street parking and off-street loading shall be provided in compliance with Section 17 of this Ordinance.
Adequate off-street parking will be provided on site.

E. Loading areas and drive-thru facilities shall be positioned so as to minimize internal site access problems and maneuvering conflicts, to avoid visual or noise impacts on any adjacent residential use or district, and provided in compliance with Section 17 of this Ordinance.
Not applicable to the amendment.

F. Whenever a non-residential use is adjacent to a residential use or district, a buffer area with screening and landscaping shall be provided in accordance with the provisions of Section 15 of this Ordinance.
Not applicable.

G. General site screening and landscaping shall be provided in compliance with Section 15 of this Ordinance.
The landscaping meets and exceeds the requirements outlined in Section 15 of this Ordinance.

H. All exterior lighting shall be directed so as not to cast glare toward or onto the public right-of-way or neighboring residential uses or districts, and shall be in compliance with Section 14 of this Ordinance.
Lighting meets the requirements of Section 14 of this Ordinance.

I. The site drainage system shall be subject to the review and approval of the City Engineer.
Site drainage was addressed and approved with the original plans.

J. The architectural appearance and functional design of the building and site shall not be so dissimilar to the existing and potential buildings and area so as to cause a blighting influence. All sides of the principal and accessory structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
The building meets the exterior material requirements outlined in code. The fuel canopy will be wrapped in a metal material in a color that compliments the main building.

K. Provisions shall be made for daily litter control, an interior location for recycling and trash handling and storage or an outdoor, enclosed receptacle area shall be provided in compliance with Section 14 of this Ordinance.
Not applicable to the amendment.

L. All signs and informational or visual communication devices shall be in compliance with Section 16 of this Ordinance.
Signage will be reviewed and approved at a later date if necessary.

M. The use and site shall be in compliance with any federal, state, or county laws or regulations that are applicable and any related permits shall be obtained and documented to the City.
The applicant will need to pull the appropriate permits. Any appropriate fees must be paid for these permits and inspections completed by the appropriate staff person prior, during, and following construction.

N. Any applicable business licenses mandated by City Code are approved and obtained.
Not applicable.

O. The hours of operation may be restricted when there is judged to be an incompatibility with a residential use or district.
Not applicable.

P. The use complies with the applicable performance standards of the zoning district in which it is located and where applicable, any non-conformity shall be eliminated.
The use complies with the applicable performance standards as further outlined in Section 13 Use Regulations of this Ordinance. No non-conformity exists.

Q. Additional Stipulations. All conditions pertaining to a specific site are subject to change when the City Council, upon investigation in relation to a formal request, finds that the general public health, safety, and welfare, can be served as well or better by modifying or expanding the conditions set forth herein.

Decision

The Planning Commission held a public hearing on the item at the **November 9th, 2016** meeting. The meeting minutes shall be made part of the Findings of Fact.

Planning Commission Recommendation:

Motion by Kennedy second by Bergley to recommend approval of the request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Resubmittal and approval shall be required for the future construction of the convenience store and/or car wash.

Motion carried unanimously.

RICE
BUILDERS | ARCHITECTS | DEVELOPERS

October 10th, 2016

Roxanne Achman
Community Development Director
City of Isanti
1011 – 1st Ave NW
PO Box 428
Isanti, MN 55040

RE: SITE PLAN REVIEW APPLICATION NARRATIVE
COBORNS GROCERY
ISANTI, MN

Dear Roxanne:

We have prepared a narrative to better describe our requests in our recent site plan review application dated October 7th, 2016.

As discussed, the intent of this application is to revise the previously approved site plan to allow for a "pay at the pump only" design, whereas in lieu of building a full service convenience store, car wash and fuel canopy, Coborn's desires to build only the fuel canopy with a small mechanical building to house the fuel canopy controls at this time. We would add landscaping and cover the existing car wash drive lanes, footings and foundations so those items are not visible. They would not be removed at this time but simply covered, with the intent to build the car wash and/ or C-store in the future.

The submitted site plan illustrates the changes and improvements being requested at this time, describing the additional landscaping and the small mechanical building.

Coborn's is requesting these changes be approved in order to begin selling fuel while preserving the opportunity to build the car wash and/ or convenience store in the future.

If you have any questions, feel free to contact us. We appreciate the city's assistance on this request.

Respectfully Submitted:
RICE BUILDING SYSTEMS, INC.

Christopher J. Rice, LEED AP
President/ CEO

1019 Industrial Drive S.
P.O. Box 128
Sauk Rapids, MN 56379

320.252.0404 | phone
320.252.0470 | fax

ricebuildingsystems.com

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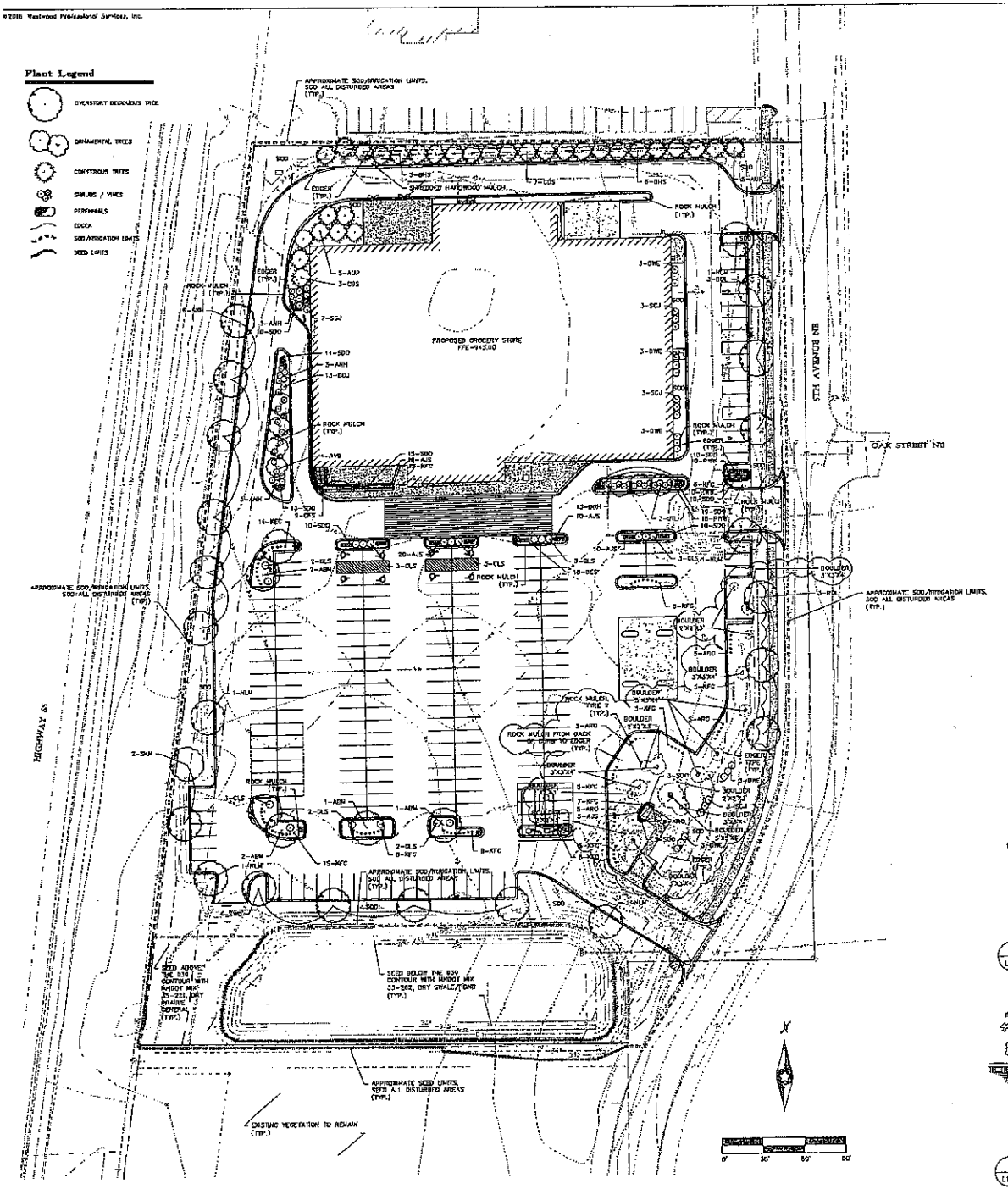


Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE	SPACING
OVERSTORY TREE	26			
ARM	5	AUTUMN BLAZE MAPLE / ACER X FREEMANII 'JEFFERS RED'	2.5" CAL. B&B	AS SHOWN
PLM	4	THOMAS GARDEN HORNBEAM / ACER PLATANOIDES 'CRIMSON QUEEN'	2.5" CAL. B&B	AS SHOWN
SKH	5	SKYLINE HONEYLOCUST / GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYCOLE'	2.5" CAL. B&B	AS SHOWN
SWO	4	SWAMP WHITE OAK / QUERCUS BICOLOR	2.5" CAL. B&B	AS SHOWN
SOA	8	BOULEVARD LINDEN / TILIA AMERICANA 'BOULEVARD'	2.5" CAL. B&B	AS SHOWN
CONIFEROUS TREE	21			
BHS	11	BLACK HILLS SPRUCE / PICEA GLAUCA DENSATA	6' HT. B&B	AS SHOWN
AUP	10	AUSTRIAN PINE / PINUS NIGRA	6' HT. B&B	AS SHOWN
CSB	10	COLORADO BLUE SPRUCE / PICEA PUNGENS	6' HT. B&B	AS SHOWN
ORNAMENTAL TREE	2			
RIB	1	RIVER BIRCH CLUMP / BETULA NIGRA	1.5" CAL. B&B	AS SHOWN
JAL	1	JAPANESE TREE LILAC CLUMP / SYRINGA RETICULATA	1.5" CAL. B&B	AS SHOWN
DECIDUOUS SHRUB	71			
DRH	12	DWARF BUSH HONEYSUCKLE / DIERVILLA LONICERA	#2 CONT.	3'-0" O.C.
GLJ	31	GRO-LOW SUMAC / RHUS AROMATICA 'GRO-LOW'	#5 CONT.	6'-0" O.C.
HYH	13	ANNABELLE HYDRANGEA / HYDRANGEA ARBORESCENS 'ANNABELLE'	#3 CONT.	4'-0" O.C.
DRK	6	DWARF KNOCK OUT EUONYMUS / EUONYMUS ALATUS 'COMPACTUS'	#3 CONT.	5'-0" O.C.
SPS	8	GOLDFLAME SPIREA / SPIRAEA X BUMALDA 'GOLDFLAME'	#2 CONT.	3'-0" O.C.
CONIFEROUS SHRUB	29			
SGJ	16?	SEA GREEN JUNIPER / JUNIPERUS CHINENSIS 'SEA GREEN'	#5 CONT.	5'-0" O.C.
CDJ	13	GREY DWARF JUNIPER / JUNIPERUS VIRGINIANA 'GREY DWARF'	#5 CONT.	5'-0" O.C.
PERENNIALS	389			
SOD	157	STOLIA OF GRO BARIA® / HEMEROCALLIS 'STELLA DE ORO'	#1 CONT.	12" O.C.
PJB	51	AUTUMN JOY SEDUM / SEDUM X 'AUTUMN JOY'	#1 CONT.	12" O.C.
KFC	139	KARL FOERSTER FEATHER REED GRASS / CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	#1 CONT.	24" O.C.
BGS	39	BLACK EYED SUSAN / RUDBECKIA FULGIDA 'GOLDSTURM'	#1 CONT.	18" O.C.
PYW	36	PINK WOOD HOLLYHOCK / ALCEA ROSEA 'PINK WOOD HOLLYHOCK'	#1 CONT.	18" O.C.
ARO	69	ARCHANGEL RED OSTROWSKY / ARCHANGELICA RED OSTROWSKY	#1 CONT.	18" O.C.

ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL. = CALIPER HT. = HEIGHT CONT. = CONTAINER O.C. = ON CENTER QTY. = QUANTITY

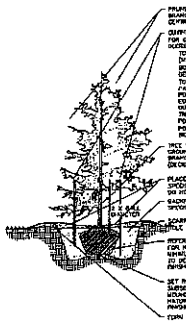
NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Landscape Requirements

ZONING DISTRICT:	B-2 GENERAL BUSINESS DISTRICT
TREES REQUIREMENTS:	1 TREE PER 50' OF LOT FRONTAGE
TREES REQUIRED:	44 (2,181/50)
TREES PROVIDED:	66

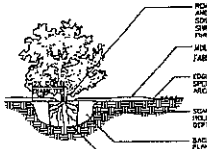
Landscape Notes

1. VERIFY ALL LANDSCAPE IMPROVEMENTS WITH ROADWAYS AND SITE WORK.
2. ALL DISTURBED LANDSCAPED AREAS, NOT INDICATED AS PLANTING BEDS, ARE TO BE SEEDED, UNLESS NOTED OTHERWISE. SEEDING TO BE PER MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION 2105 EDITION AND MN/DOT SEEDING MANUAL. SOD IS TO BE PRIMARILY KENTUCKY BLUEGRASS, FREE OF LAWN GRASS WEEDS, WATER AND FERTILIZE AS APPLICABLE. ANCHOR SOD ON SLOPES OR POTENTIAL EROSION AREAS, OR AS REQUIRED.
3. CONTRACTOR TO VERIFY PLANTS REQUIRED AS REFLECTED ON PLAN WITH LANDSCAPE ARCHITECT IF PLAN AND SCHEDULE DO NOT MATCH. ALL PLANT MATERIAL TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST VERSION. ADD FERTILIZER, HERBICIDE, AND MULCH AS NECESSARY FOR OPTIMUM GROWTH.
4. PROVIDE A MINIMUM OF 4" TOPSOIL IN LAWN AREAS AND 12" TOPSOIL IN LANDSCAPE BEDS. ADD SOIL AMENDMENTS FOR OPTIMUM PLANT GROWTH. ALL PARKING ISLAND GRADES SHALL HAVE A SUBGRADE SHOWN.
5. ALL PLANTING BEDS TO BE EDGED WITH COMMERCIAL GRADE VINYL EDGING, "EDG-RING" BY DUTY-DELA, OR APPROVED EQUAL, ANCHORED 4' O.C. WITH METAL SPIKES. EDGER, TYPE 7, TO BE COL-MET STEEL EDGING, 3/16" THICK, COLOR BLACK.
6. SHREDDED HARDWOOD MULCH SHALL BE COLORED, RED GARDEN BY STEVN, OR APPROVED EQUAL, AND AT A MINIMUM 4" DEPTH, FREE OF ALL DELETERIOUS MATERIAL. ROCK MULCH TO BE 1" TO 3" DIAMETER, AND AT A MINIMUM 3" DEPTH. ROCK MULCH TYPE 2 TO BE CHARCOAL BLACK ROCK MULCH, 1/2" TO 1" DIAMETER, AND AT A MINIMUM 3" DEPTH. ROCK MULCH TO BE OF DIMENSIONAL SHAPE LANDSCAPE FILTER FABRIC WITH 6" OVERLAP AND ANCHORED. OWNER TO APPROVE OF MULCH.
7. ALL PLANTING BEDS SHALL BE SEPARATED FROM LAWN AREAS WITH A 4" DEEP SPADED EDGE.
8. SINGLE TREE AND SHRUB PLANTINGS SHALL HAVE A 4" DEPTH SHREDDED HARDWOOD MULCH RING AROUND EACH BASE. DECIDUOUS PLANT MATERIAL SHALL HAVE A MINIMUM 3' DIAMETER RING, EVERGREEN PLANT MATERIAL SHALL HAVE A RING TO THE DRIP LINE.
9. EXISTING TREES AND SHRUBS, THROUGHOUT THE PROPERTY, SHALL BE PRUNED TO REMOVE DEAD OR UNDESIRABLE LIMBS AND TO SHAPE PLANT FOR DESIRABLE APPEARANCE, AND COMPLETED BY A QUALIFIED INDIVIDUAL. CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND DISPOSE OF ALL REMOVALS OFF-SITE PER PROJECT IMPROVEMENTS.
10. CONTRACTOR TO WATER PLANT MATERIAL DURING INSTALLATION AND DURING ESTABLISHMENT PERIOD. VOLUME OF WATER TO BE PER PLANT REQUIREMENT FOR ESTABLISHMENT AND NORMAL GROWTH.
10. CONTRACTOR TO WARRANTY NEW PLANT MATERIAL FOR ONE-YEAR UPON PROJECT COMPLETION AND OWNER'S ACCEPTANCE.
11. PROPERTY SHALL HAVE AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. ALL LANDSCAPE AREAS TO BE IRRIGATED. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR LANDSCAPE ARCHITECT APPROVAL. SYSTEM SHALL BE WINTERIZED(BLOW-OUT) AFTER THE FIRST OPERATIONAL SEASON AND SHALL PROVIDE START-UP THE FOLLOWING SPRING. IRRIGATION SHALL HAVE TWO-YEAR WARRANTY ON PARTS AND LABOR FROM DATE OF INSTALLATION APPROVAL BY OWNER. PROVIDE BACKFLOW DEVICE, WATER METER, BOOSTER PUMP, CONTROLLER, RAIN SENSOR, TIMER, VALVE BOXES, SLEEVING, VALVES, NOTIONS, DRAINS, AND OTHER ACCESSORIES FOR A COMPLETE SYSTEM.



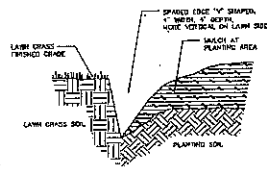
Evergreen & Deciduous Tree Planting Detail

1 / L1.0 NOT TO SCALE



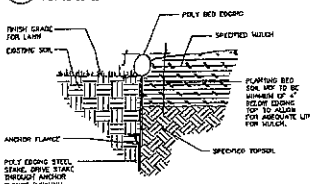
Shrub & Perennial Planting Detail

2 / L1.0 NOT TO SCALE



Spaded Edge Detail

3 / L1.0 NOT TO SCALE



Poly Edge Detail

4 / L1.0 NOT TO SCALE

COBORN'S
PROPOSED GROCERY & CONVENIENCE STORE
ISANTI, MN

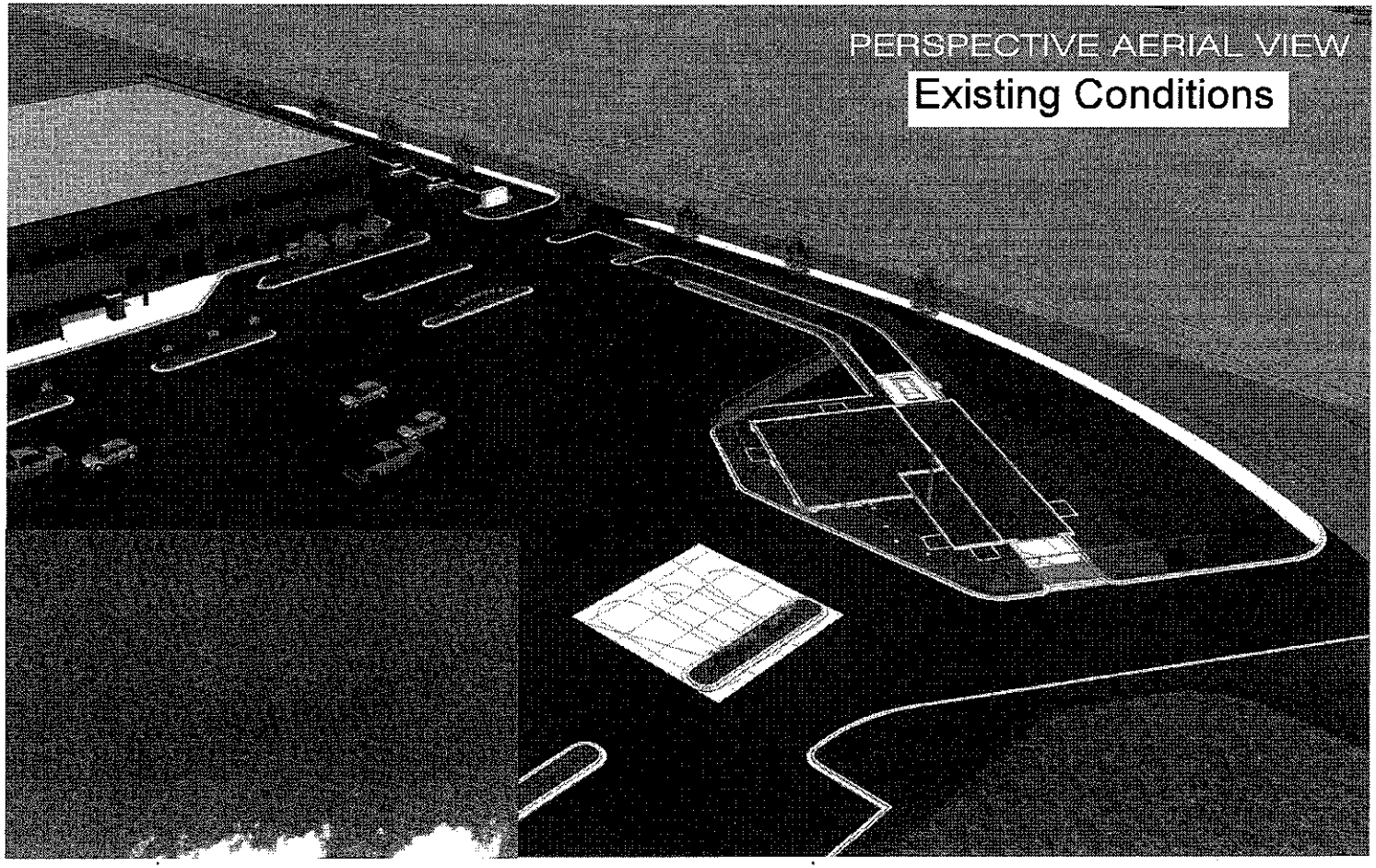
Westwood
Westwood Professional Services, Inc.
7699 Anagram Drive, Suite 300
Eden Prairie, MN 55344
Phone 952.937.5150
Fax 952.937.5822
www.westwoodps.com

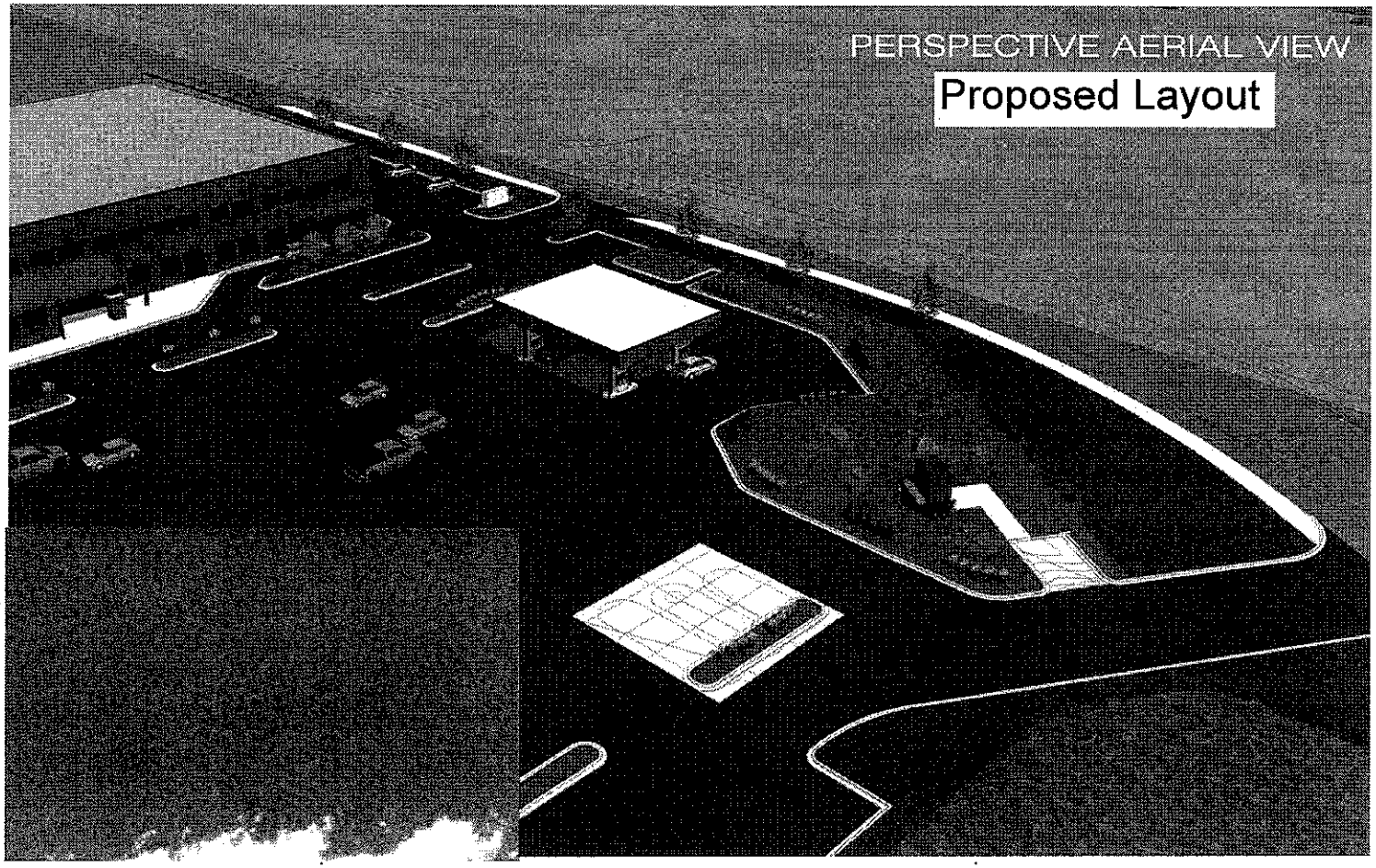
REVISIONS

DRAWN BY: BAR
DATE: 10/07/16

SHEET TITLE
LANDSCAPE PLAN

SHEET NO.
L1.0


PERSPECTIVE AERIAL VIEW
Existing Conditions


PERSPECTIVE AERIAL VIEW
Proposed Layout

A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: November 15, 2016

Subject: Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts and Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District and to Amend the Zoning Map to Include Specified Properties Zoned B-2 and T1-B along Highway 65 within the Highway 65 Corridor Overlay District

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Background

In light of the recent growth along Highway 65 it was imperative that the City evaluate the corridor to ensure this area "will truly define the community and let travelers know that they have entered a unique, vital and vibrant place," as stated in the 2008 Comprehensive Plan. A place that will provide jobs, value and services the city needs. The City only gets one opportunity to create an entrance into the community that showcases who we are and what we can provide.

In an effort to give staff, to include the City Attorney, and the Development and Operations Advisory Committee, ample time to update the zoning ordinance and to be in compliance with the Comprehensive Plan, the City Council approved Ordinance No. 652 on September 20th, 2016. This Ordinance established a one (1) year moratorium on specific uses within the "B-2" General Business District and "T1-B" Tier One Business District along the Highway 65 Corridor.

City Staff and Officials have spent several months researching, reviewing, compiling and drafting an ordinance that meets not only the City's needs, but its goals as well. While researching, and drafting the changes, it was important to city staff and officials to create an area that expresses Isanti and invites passersby to stop and spend time in the community. That environment is created by generating a visually pleasing and inviting corridor that causes people to notice what Isanti has to offer. It is also important to line this corridor with businesses that are more than a destination, but a place that passersby will stop on a whim because a business caught their eye.

By limiting the uses that can be placed along the corridor and increasing the design standards for buildings facing Highway 65, city staff and officials believe Isanti can enhance the appeal and experience of the highway for both residents and passersby alike.

Isanti is keeping pace with its goals and objectives as well as reviewing whether the current standards are keeping pace with market trends and other planning related issues that may arise by revising the zoning ordinance and zoning map. Through discussions with other cities and developers, it is apparent that corridor overlay districts are expected, and respected, parameters along important roadways.

A detailed explanation of the changes can be found in the next few pages and within the attachments to this memo.

Planning Commission Recommendation:
Motion by Bergley second by Traver to recommend approval of the request from City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts and Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District and to Amend the Zoning Map to Include Specified Properties Zoned B-2 and T1-B along Highway 65 within the Highway 65 Corridor Overlay District based on the Findings of Fact and Conclusions with the condition that Funeral Homes be a Permitted Use within the Highway 65 Corridor Overlay District. Motion carried 3-1 with Kennedy voting Nay.

Overview of Proposed Zoning Ordinance Changes

(Comparison with underlying zoning district, B-2. Please note, this is not an all-inclusive list of the changes; however, staff did want to note a few items of change within each of the Sections for the Planning Commission and City Council).

Section 11: Overlay Districts

Article 5

Subdivision 1: Purpose

Highway 65 provides the main entrance into Isanti from the north and south. It is the purpose of this district to enhance the first impression of Isanti through development of a corridor that is inviting, visually appealing and a place that community members want to visit and passersby want to stop. This district is designed and intended to promote the development of an attractive view of the community from Highway 65 through architectural and signage controls, landscaping, screening, building orientation and other features.

Subdivision 2: Boundaries

Describes the boundaries of the district as depicted on the map.

Subdivision 3: Permitted Uses

Permitted Uses focuses on uses that will draw in the public as they are passing by creating a visually appealing and inviting entrance into the City of Isanti. The intent of the uses in this district is promote compatibility amongst land uses, site characteristics and architecture.

Subdivision 4: Conditional Uses

The Conditional Uses within this district where chosen for the same reasons as stated within the Permitted Uses section.

Subdivision 5: Interim Uses

The Interim Uses within this district where chosen for the same reasons as stated within the Permitted Uses section

Subdivision 6: Uses By Administrative Permit

Remains the same as in the B-2 District.

Subdivision 7: Permitted Accessory Uses

Adult uses removed.

Subdivision 8: Lot Requirements and Setbacks

Lots must be a minimum of 1 acre and buildings are required to be a minimum of 15% of the lot size. Setbacks remain the same as in the B-2 District.

Subdivision 9: Site Plan Approval Required

Remains the same as in the B-2 District.

Subdivision 10: Use and Standards Flexibility Rules

The City Council may approve dimensional, design and use modifications if the applicant demonstrates how such modification will further the intent of the Ordinance.

Subdivision 11: Exterior Building Materials

While the exterior materials remain the same, there is now a limit on the percentage of certain materials (no more than 75% decorative concrete block, pre-cast concrete or stucco). In order to obtain more visually appealing structures, walls greater than 50' in length must include varying architectural details to provide visual relief. The requirements promote visual harmony and minimize adverse impacts on adjacent properties. Exterior building colors shall be complimentary to other buildings within the district.

Subdivision 12: Building Orientation

In order to create a more inviting and visually appealing corridor, it's important that buildings along the corridor face, or appear to front, the corridor.

Subdivision 13: Parking and Driveways

Parking and driveway standards remain the same. Overhead doors, loading spaces and service areas are not to face Highway 65.

Subdivision 14: Lighting

Remains the same as in the B-2 District.

Subdivision 15: Screening and Landscaping

Remains the same as in B-2 District. Language added to reiterate the need for the submittal of a landscaping plan at the same time that the site plan is submitted.

Public Comment

City staff provided letters to each property owner that would be affected by the proposed rezoning of their property from "B-2" General Commercial or "T1-B" Tier One Business District to "H65" Highway 65 Corridor Overlay District. Per MN State Statute, property owners within 350 feet of such rezoning, were also notified. Staff has received calls, e-mails, and visits from a number of property owners. All inquiries were, in general, what are the specific changes and how will this affect my property? Staff walked through the ordinance changes and what it meant for development on their property with each property owner that called.

Staff Request

The draft Ordinance has been reviewed by City staff, to include: City Administrator, Community Development Director, City Attorney, and Economic Development Director, to ensure that the rules and regulations provided for within the document are both reasonable and legal from various standpoints. At this time, staff would be looking for a recommendation on the proposed text and map, which will be forwarded to the City Council for final review and approval.

Attachments

- Draft Text Amendment Ordinance No. XXX
- Draft Zoning Map Amendment Ordinance No. XXX
- Findings of Fact and Conclusions
- Proposed Zoning Map of the Area to be Zone to Highway 65 Corridor Overlay District
- Future Land Use Plan (*clipped from original map for ease of viewing*)

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO 445 ZONING; SECTION 7 BUSINESS DISTRICTS, SECTION 11 OVERLAY DISTRICTS, AND SECTION 12 TIER ONE DISTRICTS

THE CITY OF ISANTI DOES ORDAIN:

I. AMENDMENTS

Section 7: Business Districts, Article 2 "B-2" General Business is hereby amended to include and read as follows:

Subdivision 13: Additional Standards

Properties along Highway 65 are subject to the regulations presented in Section 11, Article 5: "H65" Highway 65 Corridor Overlay District.

II. AMENDMENTS

Section 11: Overlay Districts is hereby amended to read and include the following:

Article Five: "H65" Highway 65 Corridor Overlay District

Subdivision 1: Purpose

Highway 65 provides the main entrance into Isanti from the north and south. It is the purpose of this district to enhance the first impression of Isanti through development of a corridor that is inviting, visually appealing and a place that community members want to visit and passersby want to stop. This district is designed and intended to promote the development of an attractive view of the community from Highway 65 through architectural and signage controls, landscaping, screening, building orientation and other features.

Subdivision 2: Boundaries

The Highway 65 Corridor Overlay District shall include all properties zoned "B-2" General Business District and "T1-B" Tier One Business District lying east of the of 5th Ave NE (*a line drawn north and south using this section of 5th Ave NE as a reference point*) and west of 6th Ave NE (*a line drawn north and south based on the future plans for 6th Ave NE*), and between the north and south jurisdictional boundaries of the City. In the event a property is split by this boundary; the property shall be considered within the Highway 65 Overlay District if the majority of the property is within the described boundaries above or has frontage along Highway 65.

Subdivision 3: Permitted Uses

The following are considered permitted uses within the Highway 65 Overlay District:

A. Artist studios.

B. Bakery.

C. Broadcasting and recording studio.

D. Business service.

E. Catering establishments.

F. Coffee house.

G. Community shopping centers (medium-scale).

H. Convenience store (not accessory to a gas station).

I. Essential services.

J. Financial institutions.

K. General office.

L. General retail establishments.

M. Government office.

N. Health care clinic.

O. Health club.

P. Hospital.

Q. Hotel or motel.

R. Instruction/learning center.

S. Massage therapy (not adult use).

T. Personal service establishments.

U. Print shop.

V. Showroom.

W. Theaters, indoor (not adult use).

Subdivision 4: Conditional Uses

The following are conditional uses within the Highway 65 Corridor Overlay District and shall require a Conditional Use Permit based upon the procedures set forth and regulated by Section 21 of this Ordinance. Additional specific standards and criteria may be cited for respective conditional uses and a request shall be evaluated based upon those additional standards and criteria.

A. Automobile car wash establishment, subject to those standards as provided within Section 13 of this Ordinance. Only in conjunction with a permitted use.

B. Commercial recreation, indoor only. Outdoor commercial recreation permitted as an accessory to a permitted use with sufficient screening as determined by the City Council.

C. Community centers.

D. Drive-thru facilities.

E. Gas stations, subject to the standards as provided within Section 13 of this Ordinance.

F. Garden center as an accessory to a permitted use.

G. Helipad or helistop in conjunction with a hospital.

H. Home improvement center.

I. Hospice as an accessory to a permitted or conditional use.

J. Meat markets.

K. Medical research laboratory.

L. Medical support facilities.

M. Nursery, retail, as an accessory to a permitted use.

N. Private clubs.

O. Public buildings.

P. Restaurants (Carry-out, Drive-in, Fast food, or Sit-down).

Q. Senior residential care facilities, as defined within Section 2 of this Ordinance.

R. Trade / business school.

S. Brewpub.

T. Brewer tap room.

U. Microbrewery.

V. Micro distillery.

Subdivision 5: Interim Uses

A. Bars.

B. Gunsmith.

C. Liquor store.

D. Temporary motor vehicle sales, accessory to a financial institution, in which such sales event is permitted two (2) times per calendar year and shall not exceed three (3) days per event. No more than the number of events identified shall be permitted for the same property in any given calendar year.

Subdivision 6: Uses by Administrative Permit

A. Outdoor Sales, Temporary (General Retail Establishments and Civic Organizations), providing that such uses meet the requirements as provided within Section 13 of this Ordinance.

B. Transient merchants, providing that such uses meet the requirements as provided within Section 13 of this Ordinance and Chapter 245 of the Isanti City Code of Ordinances.

Subdivision 7: Permitted Accessory Uses

A. Accessory buildings and uses customarily incidental to any of the permitted uses. Accessory buildings are subject to the regulations as provided within Section 13 of this Ordinance.

B. Off-street parking and loading, in accordance with Section 17 of this Ordinance.

C. Outdoor patios and decks, as an accessory use to a bar, restaurant, club, or other assembly use with liquor or food sales, providing the requirements as listed in Section 13 are met.

D. Outdoor smoking shelters, as an accessory use to a bar, restaurant, club, or other assembly use with liquor or food sales, providing the requirements as listed in Section 13 are met.

E. Recreation support facilities may be permitted only as an accessory use to commercial recreation facilities.

F. Signs, in accordance with Section 16 of this Ordinance.

G. Supporting retail and service uses associated and located within a hospital or health care clinic, to include: cafeteria, employee exercise facilities, shops for medical equipment, pharmaceutical supplies, gift shops, bookstores, florists, banking facilities, laundry/dry cleaning, community rooms, and chapels.

H. Trash receptacle enclosures, in accordance with the provisions within Section 14, Subdivision 3 of this Ordinance.

Subdivision 8: Lot Requirements and Setbacks

The following minimum requirements shall be observed in the Highway 65 Corridor Overlay District; subject to additional requirements, exceptions, and modifications as set forth within this Ordinance:

A. Lot and Building Size Requirements.

Minimum Lot Size	1 acre
Minimum Building Size	15% of lot size

B. Setbacks and Height Restrictions – Principal Building.

Minimum Front Yard Setback	30 feet
Minimum Side Yard Setback	15 feet
Minimum Street Side Yard Setback	20 feet
Minimum Rear Yard Setback	15 feet
Maximum Building Height	Three (3) stories or forty-five (45) feet, whichever is less.

C. Impervious Surface Coverage.

Twenty-five (25) percent of the total lot area shall consist of green space. Five (5) percent of the total lot area shall be green space within the parking perimeter. *(Ord. No. 618)*

Subdivision 9: Site Plan Approval Required

Prior to the construction of any building within the Highway 65 Corridor Overlay District; Site Plan Approval and Building Appearance Review shall be required in accordance with Section 18 of this Ordinance.

Subdivision 10: Use and Standards Flexibility Rules

A. Dimensional Flexibility. The City Council may approve modifications of one or more area or dimensional standards of an underlying district if an applicant demonstrates such modification will result in better integration of uses or additional public amenities that will further the intent of this Section.

B. Design Standard Flexibility. The City Council may approve an alternative approach to meeting any of the design standards in this Section if an applicant demonstrates such modification is necessary to respond to site conditions, will result in better integration of uses, or provide significant site amenities, buffers, and other elements to offset any potential harmful effect that could be caused by the use and will further the intent of this Section.

C. Use Flexibility. The City Council may recommend a use, a density of use, or a mix of uses different from what is allowed upon findings that:

1. The modification significantly advances the intent of this Section;
2. The modification is necessary to develop the property in an efficient, well-organized way; and
3. The plan provides significant site amenities, buffers, and other elements to offset any potential harmful effects that could be caused by the use.

Subdivision 11: Exterior Building Materials

These standards are intended to ensure coordinated design of building exteriors, additions and accessory structure exteriors in order to prevent visual disharmony, minimize adverse impacts on adjacent properties from buildings which are or may become unsightly, and buildings that detract from the character and appearance of the area. It is not the intent of this division of unduly restrict design freedom when reviewing and approving project architecture in relationship to the proposed land use, and site characteristics.

A. The exterior wall finishes on any building shall be comprised of one or more of the following materials:

1. Face brick.
2. Natural stone.
3. Glass.
4. Decorative concrete block as approved by the City Council.
5. Specifically designed pre-cast concrete units; if the surfaces have been integrally treated with an applied decorative material or texture.
6. Masonry stucco.
7. Other comparable or superior material as recommended by the Planning Commission and approved by the City Council.
8. No more than 75% of the building sides visible from Highway 65 may be constructed of decorative concrete block, pre-cast concrete or stucco.
9. The exterior of the building shall have varied and interesting detailing. Large unadorned walls shall be prohibited (50' or more). All large walls viewable from Highway 65 must be relieved by architectural detailing, such as change in materials, change in color, offsets, or other significant visual relief provided in a manner or at intervals in keeping with the size, mass and scale of the wall and its views from the public right-of-way.
10. Exterior building material colors shall be complimentary of other buildings within the district.
11. Exterior elevations of all sides of a proposed building noting the material and color of each component, to include exterior building materials, awnings, mechanical screening material, fencing and the like, shall be submitted with the site plan for determination of compliance with the above requirements.
12. Mechanical equipment
    a. Ground equipment shall be screened per Section 14, Subdivision 4 Mechanical Equipment.
    b. Rooftop mechanical equipment, and head-houses for elevators and stairs, shall be concealed from public view.

B. All subsequent additions and accessory buildings constructed after the erection of the original building or buildings, shall be constructed with exterior finishes comprised of the same materials as the original structure(s).

Subdivision 12: Building Orientation

Building shall be oriented towards Highway 65 or, at a minimum, give the appearance of having a front facing Highway 65 (second front).

Subdivision 13: Parking and Driveways

Parking, driveways, and driving areas shall meet the requirements of Section 17 of this Ordinance, subject to the following additional requirements, exceptions, and modifications as set forth:

A. Parking lots and drive aisles shall be setback a minimum of ten (10) feet from front, rear, and side yards.

B. When abutting a residentially zoned district, parking and drive aisles shall be setback a minimum of twenty (20) feet.

C. Loading Spaces, Overhead Doors and Service Areas.

1. Loading spaces, overhead doors and service areas cannot face Highway 65 and must be located in designated rear yards.
2. Loading and service areas must be separated from visitor and employee parking areas and general traffic circulation.
3. Loading spaces, overhead doors and service areas must be designed to be compatible with the principal building. Architectural techniques, color, and landscaping must be employed to eliminate visual impacts from adjacent properties and roadways.

Subdivision 14: Lighting

Any lighting used to illuminate off-street parking areas, signage, or buildings shall be directed away from residential properties and shall meet the standards as stipulated within Section 14 of this Ordinance.

Subdivision 15: Screening and Landscaping

Screening and Landscaping within the Highway 65 Overlay District shall be provided in accordance with the requirements as stipulated within Section 15 of this Ordinance. On lots adjacent to a residential district, a minimum twenty (20) foot landscaped buffer strip shall be planted. Landscaping plans shall be submitted and approved at the same time as the site plan.

III. AMENDMENTS

Section 12: Tier One Zoning Districts, Article 2 "T1-B" Tier One Business Districts is hereby amended to include and read as follows:

Subdivision 11: Special Regulations

A. All businesses within the corporate city limits have one (1) year from the date City water and sewer is extended to the property to connect to City services. Variances from this stipulation are prohibited.

B. Pole type buildings are prohibited.

C. Properties along Highway 65 are subject to the regulations presented in Section 11, Article 5: "H65" Highway 65 Corridor Overlay District.

IV. EFFECTIVE DATE

This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 15th day of November 2016.

Mayor George A. Wimmer

ATTEST:

Lindsey Giese
Human Resources/City Clerk

(SEAL)

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE NO.445 (ZONING): THE OFFICIAL ZONING MAP

THE CITY OF ISANTI DOES ORDAIN:

WHEREAS, the City of Isanti, in light of the recent and expected increase in development along the Highway 65 Corridor, has conducted research on the best way to ensure that the Highway 65 Corridor is developed as stated in the 2008 Comprehensive Plan; and,

WHEREAS, the 2008 Comprehensive Plan states that this area "will truly define the community and let travelers know that they have entered a unique, vital and vibrant place."; and,

WHEREAS, the City Council finds that the consequences of allowing certain uses may be incompatible with said long term planning goals for the Highway 65 corridor. And that such uses currently allowed in the "B-2" General Business District and "T1-B" Tier One Business District may not be consistent with the city's long term planning goals within said district goals for the Highway 65 corridor; and,

WHEREAS, development along Highway 65 has set a standard of superior commercial development attracting both residents and travelers alike; and,

WHEREAS, it is in the best interest of the City and it residents to attract such development, and to uphold a standard that has already been set by numerous existing and in-progress developments along the Highway 65 corridor; and,

WHEREAS, Ordinance No. _____ creating the "H65" Highway 65 Corridor Overlay District was approved in conjunction with this ordinance; and,

WHEREAS, all properties zoned "B-2" General Business District and "T1-B" Tier One Business District lying east of the of 5th Ave NE (*a line drawn north and south using this section of 5th Ave NE as a reference point*) and west of 6th Ave NE (*a line drawn north and south based on the future plans for 6th Ave NE*), and between the north and south jurisdictional zoning boundaries of the City of Isanti, shall be zoned "H65" Highway 65 Corridor Overlay District. In the event a property is split by this boundary; the property shall be considered within the Highway 65 Overlay District if the majority of the property is within the described boundaries above or has frontage along Highway 65 as Highway 65 Corridor Overlay District; and,

WHEREAS, Exhibit A provides a list of properties, identified by their Property Identification Number (PIN), subject to the rezoning; and,

WHEREAS, existing educational facility improvements and pending educational facility improvement previously approved by the City Council shall be permitted; and,

WHEREAS, at their regular meeting on November 9, 2016, the City of Isanti Planning Commission held a public hearing to take public comments; and

WHEREAS, the Planning Commission voted to recommend approval of the rezone request; and,

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Isanti that all properties zoned "B-2" General Business District and "T1-B" Tier One Business District lying east of the of 5th Ave NE (*a line drawn north and south using this section of 5th Ave NE as a reference point*) and west of 6th Ave NE (*a line drawn north and south based on the future plans for 6th Ave NE*), and between the north and south jurisdictional zoning boundaries of the City of Isanti, subject to easements, restrictions and reservations of record, approves the re-zone request from "B-2" General Business District and "T1-B" Tier 1 Business District to "H65" Highway 65 Corridor Overlay District; and,

BE IT FURTHER RESOLVED that the ordinance be approved with the exception that existing educational facility improvements and pending educational facility improvements previously approved by the City Council be permitted.

EFFECTIVE DATE
This Ordinance shall take effect the day following its publication in the City's Official Newspaper.

Adopted by the City Council this 15th day of November 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

'Exhibit A'

List of Properties Identified by their Property Identification Number that are Subject to Rezoning

16.020.0500
05.029.0400
05.032.1300
16.113.0010
16.020.1100
16.113.0020
05.029.2500
16.020.0702
16.049.0070
05.032.0400
16.113.0780
16.029.0900
16.139.0020
16.132.0030
16.029.2901
16.093.0010
16.090.0060
16.502.0050
16.116.0010
16.029.0101
16.029.1500
16.120.0010
05.020.1804
16.126.0060
05.029.3200
16.140.0010
16.029.3000
05.032.1000
16.134.0010
05.020.1802
05.020.2500
16.029.0500
05.032.1400
05.029.3000
05.029.2700
05.032.0200

FINDINGS OF FACT AND CONCLUSION

Request

Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts, Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District, and Section 12 Tier One Districts.

Findings of Fact

1. The City of Isanti is proposing the creation and implementation of an overlay district along Highway 65 to include properties within the City and extending to the outer boundaries of the Tier 1 Districts.
2. The affected properties are described as all properties zoned "B-2" General Business District and "T1-B" Tier One Business District lying east of the of 5th Ave NE (*a line drawn north and south using this section of 5th Ave NE as a reference point*) and west of 6th Ave NE (*a line drawn north and south based on the future plans for 6th Ave NE*), and between the north and south jurisdictional zoning boundaries of the City of Isanti.
3. Highway 65 is a gateway into Isanti from the north and the south.
4. The rezoning of the property would permit uses that are geared toward developing an attractive and inviting entrance into the City of Isanti.
5. The Comprehensive Plan has a land use designation for this area as General Commercial and states that this area "will truly define the community and let travelers know that they have entered a unique, vital and vibrant place."
6. The City Council finds that the consequences of allowing certain uses may be incompatible with said long term planning goals for the Highway 65 corridor. And that such uses currently allowed in the "B-2" General Business District may not be consistent with the city's long term planning goals within said district goals for the Highway 65 corridor.
7. Development along Highway 65 has set a standard of superior commercial development. It is in the best interest of the City and it residents to attract such development, and to uphold a standard that has already been set by numerous existing and in-progress developments along the Highway 65 corridor.
8. A public hearing date before the Planning Commission was scheduled for Wednesday, November 9th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
9. Notice of the Rezoning request was published within the Isanti County News on Wednesday, October 26th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
10. Section 21, Article 1: Amendments (Text and Map), Subdivision 4 (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Rezoning request.

Conclusions

A. In review of the factors established in Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

   1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Comprehensive Plan, including public facilities and capital improvement plans.
      The proposed action helps to define the community by creating a "unique, vital and vibrant place," as defined in the Comprehensive Plan. The creation of the Highway 65

Corridor Overlay District does not require additional public facilities and/or capital improvement plans.

2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
The purpose and intent of this Ordinance is to provide for a way to amend the text and map when deemed appropriate. The Comprehensive Plan calls for this area to be a unique, vital and vibrant place. The amending of the ordinance and map, further emphasizes the City's dedication to creating the space outlined within the Comprehensive Plan by upholding standards that are geared toward a unique, vital and vibrant place.
3. There is adequate infrastructure available to service the proposed action.
The proposed action would not require additional infrastructure in order to service the area. Development of the areas affected will occur as guided by the comprehensive plan and the capital improvements plans.
4. There is an adequate buffer or transition provided between potentially incompatible districts.
The Highway 65 Corridor Overlay District would be created out of an area already zoned for commercial development, thus, not affecting the buffering between districts. The Highway 65 Corridor Overlay District would easily transition into the adjacent districts, and may in some cases be a better transition than when it was zoned "B-2" or "T1-B".

Decision
The Planning Commission reviewed the request in a public hearing on **November 9th, 2016**. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.

Planning Commission Recommendation:
Motion by Bergley second by Traver to recommend approval of the request from City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts and Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District and to Amend the Zoning Map to Include Specified Properties Zoned B-2 and T1-B along Highway 65 within the Highway 65 Corridor Overlay District based on the Findings of Fact and Conclusions with the condition that Funeral Homes be a Permitted Use within the Highway 65 Corridor Overlay District. Motion carried 3-1 with Kennedy voting Nay.

Proposed

HIGHWAY 65 CORRIDOR OVERLAY DISTRICT

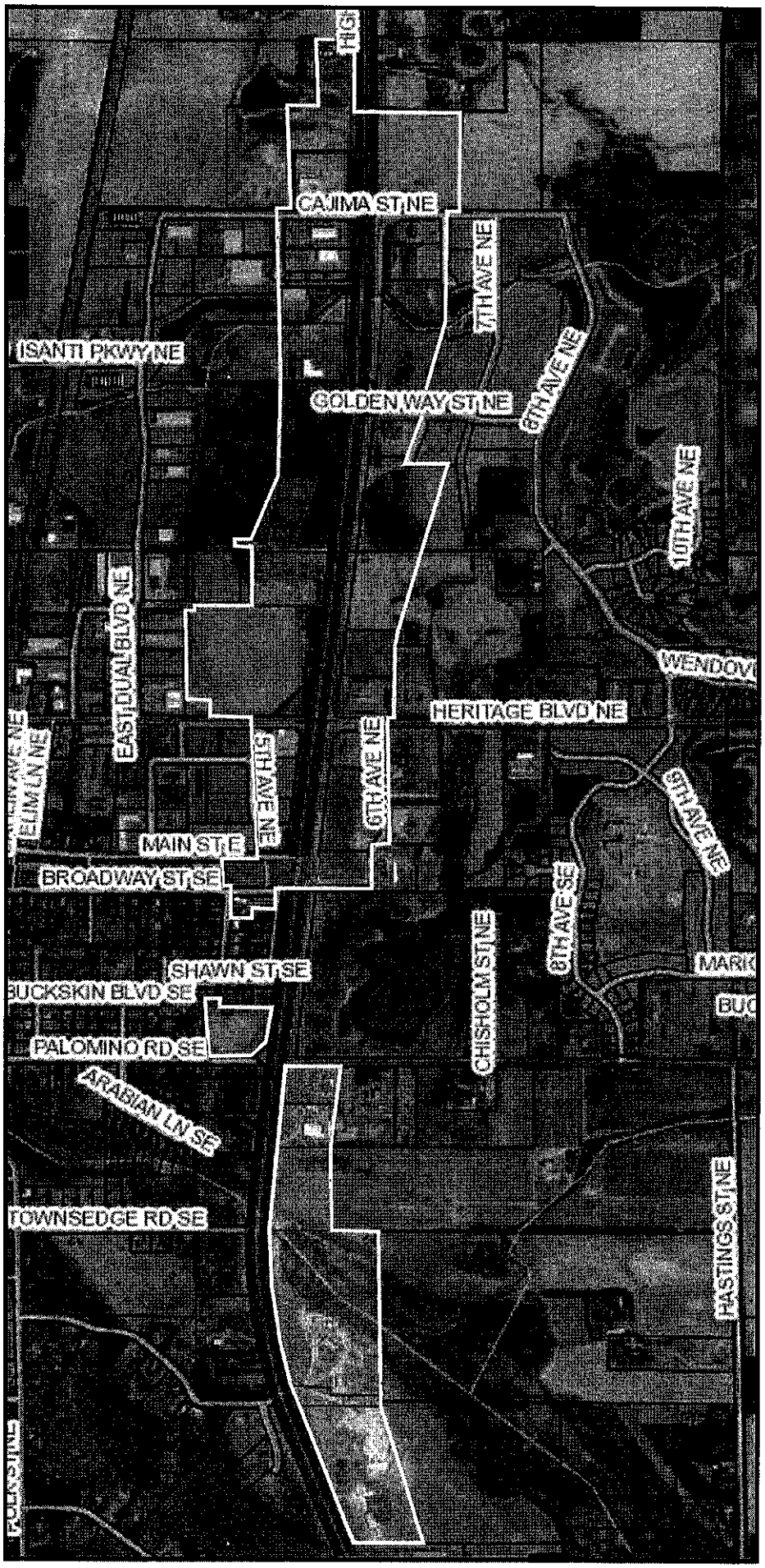
Map

Proposed Boundary of the Highway 65 Corridor Overlay District (east of 5th Avenue, west of 6th Avenue and to the City's zoning jurisdictional boundaries to the north & south as shown).

Tier 1 Business Parcels (shaded yellow)

N
W E
S

** Please note, some of the parcels on the outside edges of the proposed Highway 65 Corridor Overlay District are split by the overlay district boundary line. The ordinance outlining the requirements for the Highway 65 Corridor Overlay District will assist in determining the exact boundaries over time as properties are legally subdivided and developed.

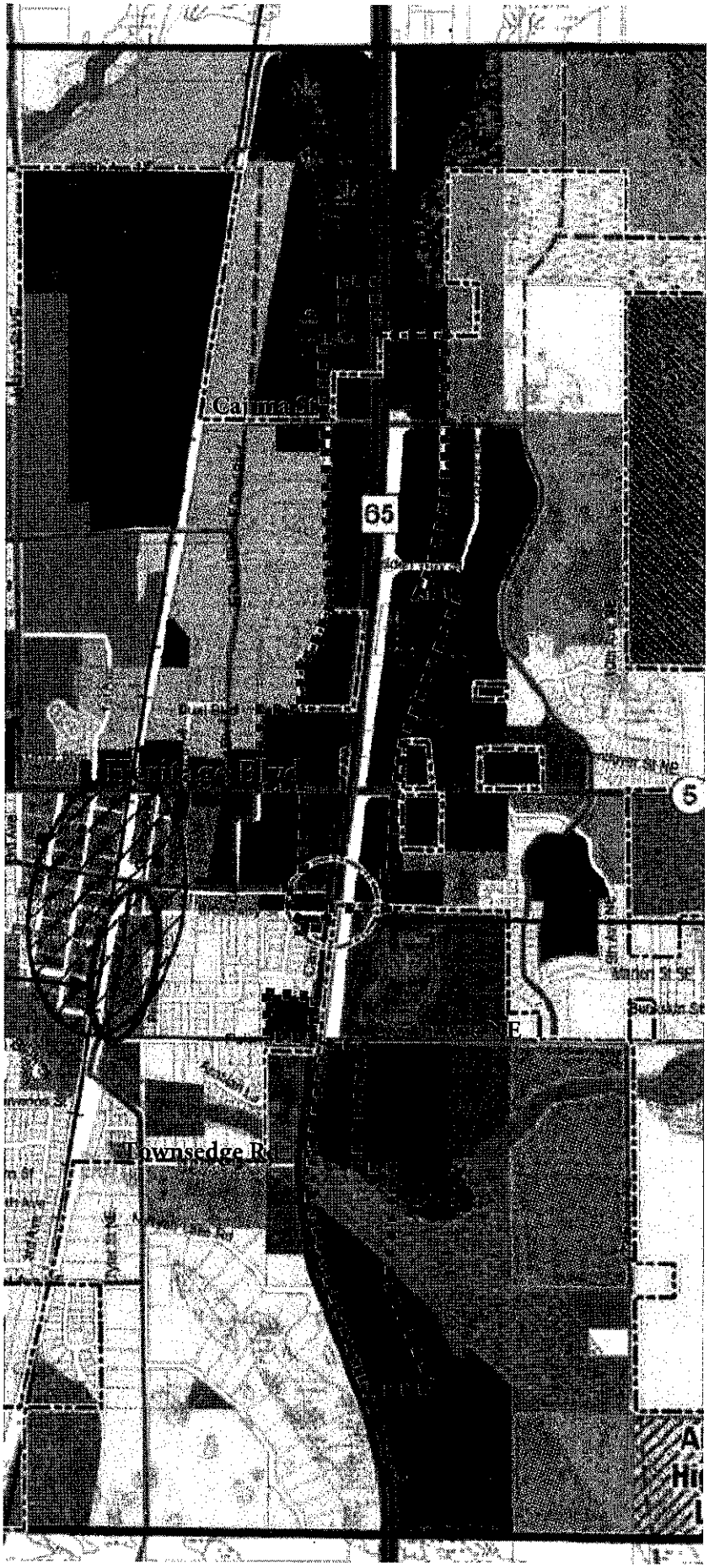


Future Land Use Plan

City of Isanti Comprehensive Plan Update

- Planning Boundary
- City Boundary
- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- CBD Business
- Mixed Use
- General Commercial
- Neighborhood Commercial
- Public/Semi-Public
- Industrial
- Model Development
- Alternative High School Sites
- Agricultural
- Recreational Commercial
- Existing Active Park
- Existing Passive Park
- Future Park/Open Space
- Vacant
- Open Water
- NWI Wetland
- Natural Areas
- Proposed Road
- Mixed Use Overlay

Approx. Boundaries of Highway 65 Corridor Overlay District



A Community For Generations.
Isanti

K.6.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: November 15, 2016

Subject: Request from Allina Health and MSP Commercial for Approval of a Signage Master Plan for the facility located at 300 5th Ave NE.

Background

Several years ago, Section 16 Signs was amended to include an option to submit signage master plans for certain uses. The purpose is to accommodate complex signage situations where the standard sign code would not be effective. The Allina Clinic appears to meet the purpose outlined.

Allina is proposing two monument signs, one pylon sign and wall signage for both the main clinic and the Courage Kenny component. The Penny George Institute for Health and Healing will not have exterior signage. The following is a list of signs and how they compare to the general sign requirements:

	Requested	Permitted	Difference
# of Wall Signs Requested	2	1 per unit	Meets Code
Wall Sign Area	115.8sf	300sf	Meets code
# of Monument / Freestanding / Pylon Signs Requested	3	1 per 300ft of lot frontage and must be 300ft between signs	Signs A & B are roughly 296ft apart. Signs A & C are roughly 285ft apart
Sign A: Pylon	• 19' in height • 101sf per side	• 45' permitted • 100sf per side	Height meets code. Sign area is 2sf over.
Sign B: Monument	• 13' in height • 45.8sf per side	• 8' permitted • 50sf per side	Height exceeded by 5' Sign area meets code.
Sign C: Monument	• 7.5' in height • 18.9sf only one side	• 8' permitted • 50sf per side	Sign meets code.

** All signs are illuminated internally.

***All ground signs require landscaping at sign base. 1sf of landscaping per 1sf of sign.**

The Development and Operations Advisory Committee has reviewed the sign plans for the Allina Clinic and feels the signs meet the intent of the Signage Master Plan section of the zoning code. Approval is recommended.

Planning Commission Recommendation:
Motion by Kennedy second by Cesafsky to recommend approval of the request from Allina Health and MSP Commercial for Approval of a Signage Master Plan for the facility located at 300 5th Ave NE. Motion carried unanimously.

Attachments:

- Resolution No. 2016-XXX
- Section 16, Sub. 13 Signage Master Plans
- Site Layout of Ground Sign Locations
- Allina Clinic Wall Sign
- Courage Kennedy Wall Sign
- Pylon Sign – A
- Monument Sign – B
- Monument Sign – C

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE SIGNAGE MASTER PLAN FOR THE ALLINA HEALTH CLINIC ON THE PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 1, ANLAUF COMMERCIAL PARK 1ST ADDITION

WHEREAS, MSP Commercial has made application, on behalf of Allina Health, for Approval of a Signage Master Plan on the property legally described as Lot 1, Block 1, Anlauf Commercial Park 1st Addition, Isanti County, Minnesota; and,

WHEREAS, Section 16 Signs, of Zoning Ordinance No. 445, provides for the submittal of a Signage Master Plan for certain developments further described in Section 16 Signs; and,

WHEREAS, the Isanti Planning Commission reviewed the Signage Master Plan and concluded it meets the intent of the sign code at the regularly scheduled meeting on November 9th, 2016; and,

WHEREAS, the Isanti Planning Commission had recommended approval with the condition that landscaping be install at the base of the signs as required by code; and,

WHEREAS, the City Council reviewed the Signage Master Plan request at its meeting on November 15th, 2016; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that the requested Signage Master Plan Approval from MSP Commercial, on behalf of Allina Health, be approved with the following conditions:

1. Landscaping shall be installed at the base of the signs as required by code.

Adopted by the Isanti City Council on this 15th day of November 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey McInnis
Human Resources/City Clerk

(SEAL)

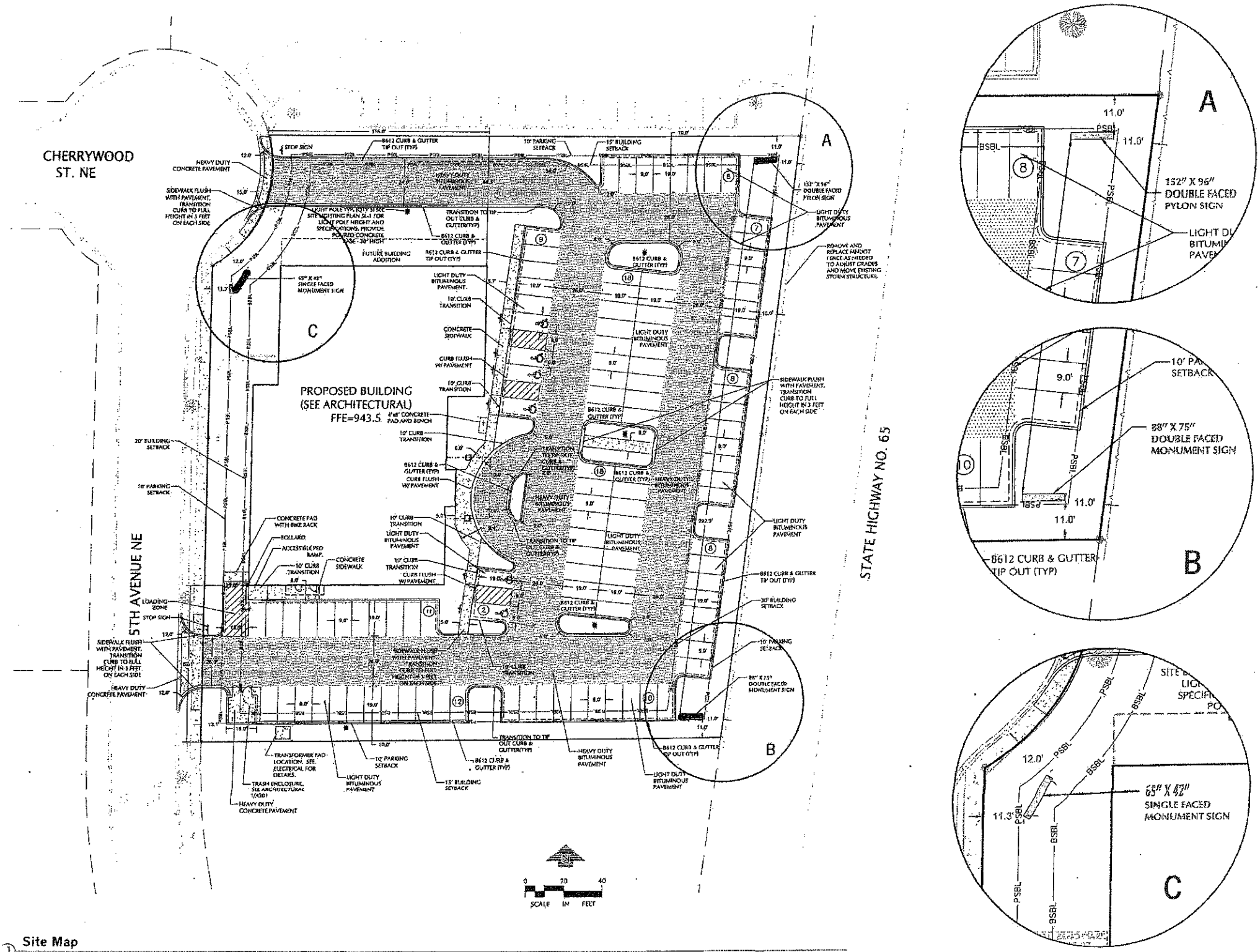
Section 16 Signs

Subdivision 13: Signage Master Plans *(Ord. No. 595)*

A. Purpose. The purpose of a signage master plan is to establish a fair and equitable process for complex signage situations that accommodate the need for a well-maintained, safe, and attractive community, and the need for effective communications including business identification.

B. Entities subject to this section are as outlined below:
   1. Sports/Recreation Facilities. To include, soccer fields, sports arenas, baseball fields, and other similar uses.
      a. Additional signage may be permitted with the submittal of a signage master plan, recommendation by the Park, Recreation, and Culture Board, and approval by the City Council.
      b. Special events must submit an application for temporary signage as part of the Special Event Permitting process.
      c. No advertisements for products or services detrimental or inappropriate to the health or welfare of children including, but not limited to, alcoholic beverages, tobacco products, adult entertainment, gambling, or questionable content will be permitted.
   2. Hospitals.
   3. Businesses with campus-like settings.
   4. Colleges
   5. Strip malls or office complexes, with two (2) or more tenants, constructed after December 2014.
   6. Other similar facilities.

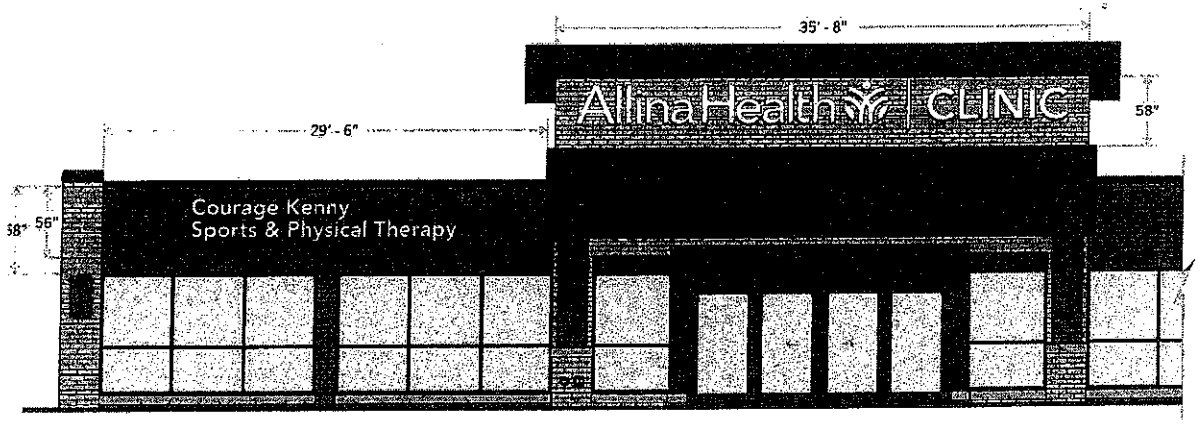
C. Review. Master sign plans shall follow the Application for Permit process as outlined in Subdivision 12(B), in addition to a recommendation for approval by the appropriate committee and approval by the City Council. Park and recreation facility sign plans shall be reviewed by the Park, Recreation, and Culture Board, all other facilities shall be reviewed by the Planning Commission prior to City Council approval.



1 **Site Map**

Scale: 1"=50'-0"

Clinic Sign



① East Elevation (Partial)

Scale: 1/8"=1'-0"

Description

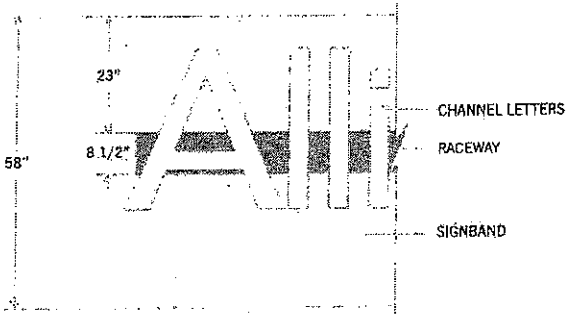
Ⓐ **Logo & Allina Health**
3" CHANNEL
3/16" CLEAR ACRYLIC FACES
SECOND SURFACE ALLINA CUSTOM TRANSLUCENT VINYL
FIRST SURFACE WHITE PERFORATED VINYL OVERLAY
1" SILVER TRIMCAP
RETURNS PAINTED GREY MP74935 (PMS 428C)

Ⓑ **Letters: | CLINIC**
3" CHANNEL LETTERS
3/16" CLEAR ACRYLIC FACES
SECOND SURFACE TRANSLUCENT WHITE VINYL DIFFUSER
FIRST SURFACE WHITE PERFORATED VINYL OVERLAY
1" SILVER TRIMCAP
RETURNS PAINTED GREY MP74935 (PMS 428C)

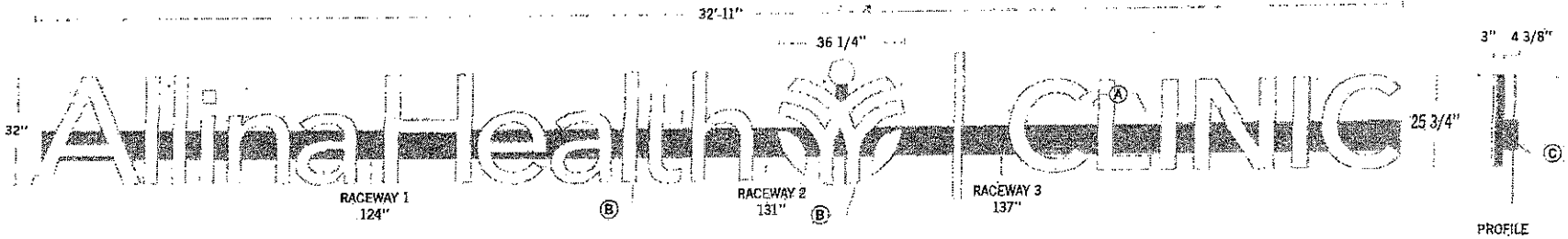
Ⓒ **Raceways**
SIGNCOMP 1 PIECE 5" NARROW RACEWAY
PAINTED TO MATCH MOUNTING SURFACE

Install
ANCHOR TO BRICK WALL W/ LAGS AND SHIELDS

Illumination
232 - WHITE VL-PLUS LONG MODULES (75 FT)
3 - MOD60-W DRIVERS
3A @ 120V



ILLUMINATED SIGN



② Channel Letters / Raceway

Scale: 3/8"=1'-0"

Courage Kenny Wall Sign

① East Elevation (Partial)

Scale: 1/8"=1'-0"

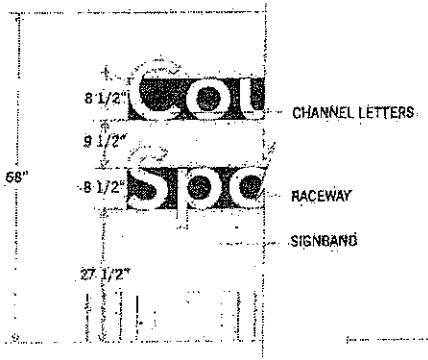
Description

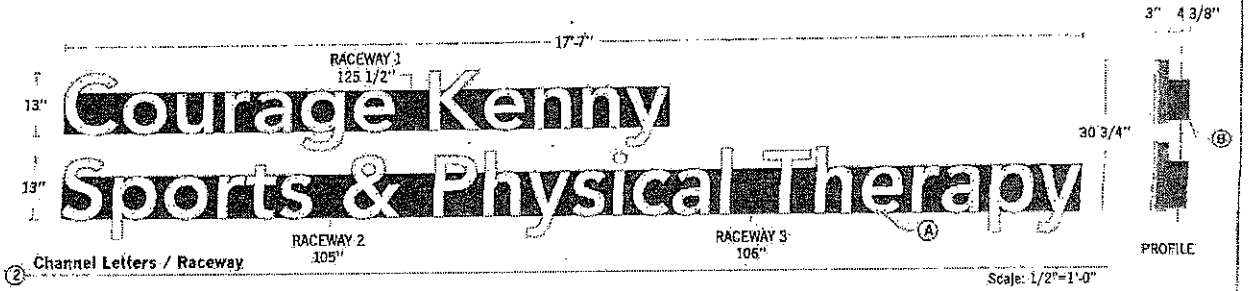
Ⓐ **Letters**
3" RETURNS - PAINTED GREY MP74935 (PMS 428C)
3/16" WHITE ACRYLIC FACES (7328)
1" SILVER TRIMCAP

Ⓑ **Raceways**
SIGNCOMP 1 PIECE 5" NARROW RACEWAY
PAINTED TO MATCH MOUNTING SURFACE

Install
ANCHOR TO BRICK WALL W/ LAGS AND SHIELDS

Illumination
256 - WHITE XL-PLUS SHORT MODULES (103 FT)
3 - MODGO-W DRIVERS
3A @ 120V

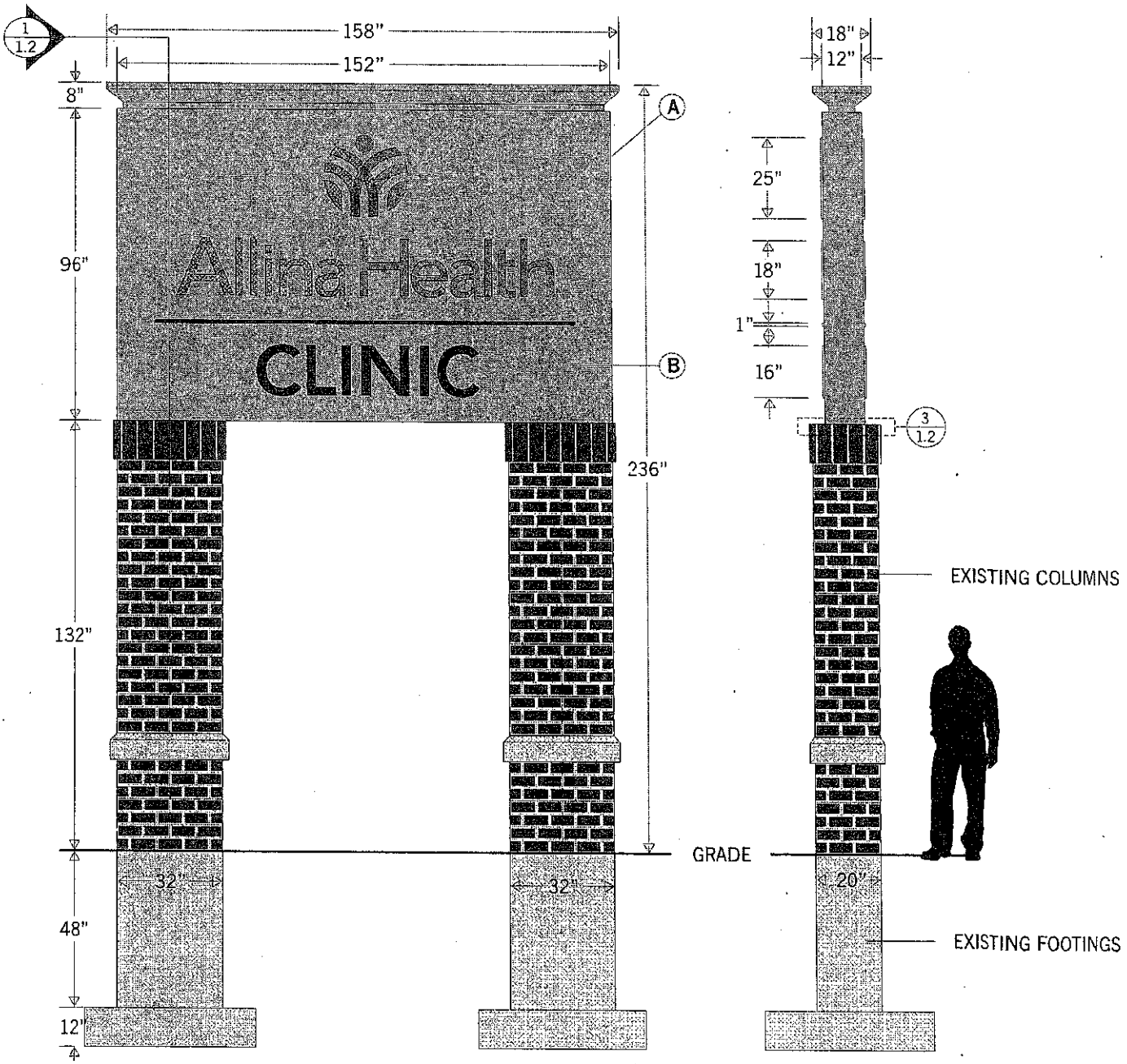




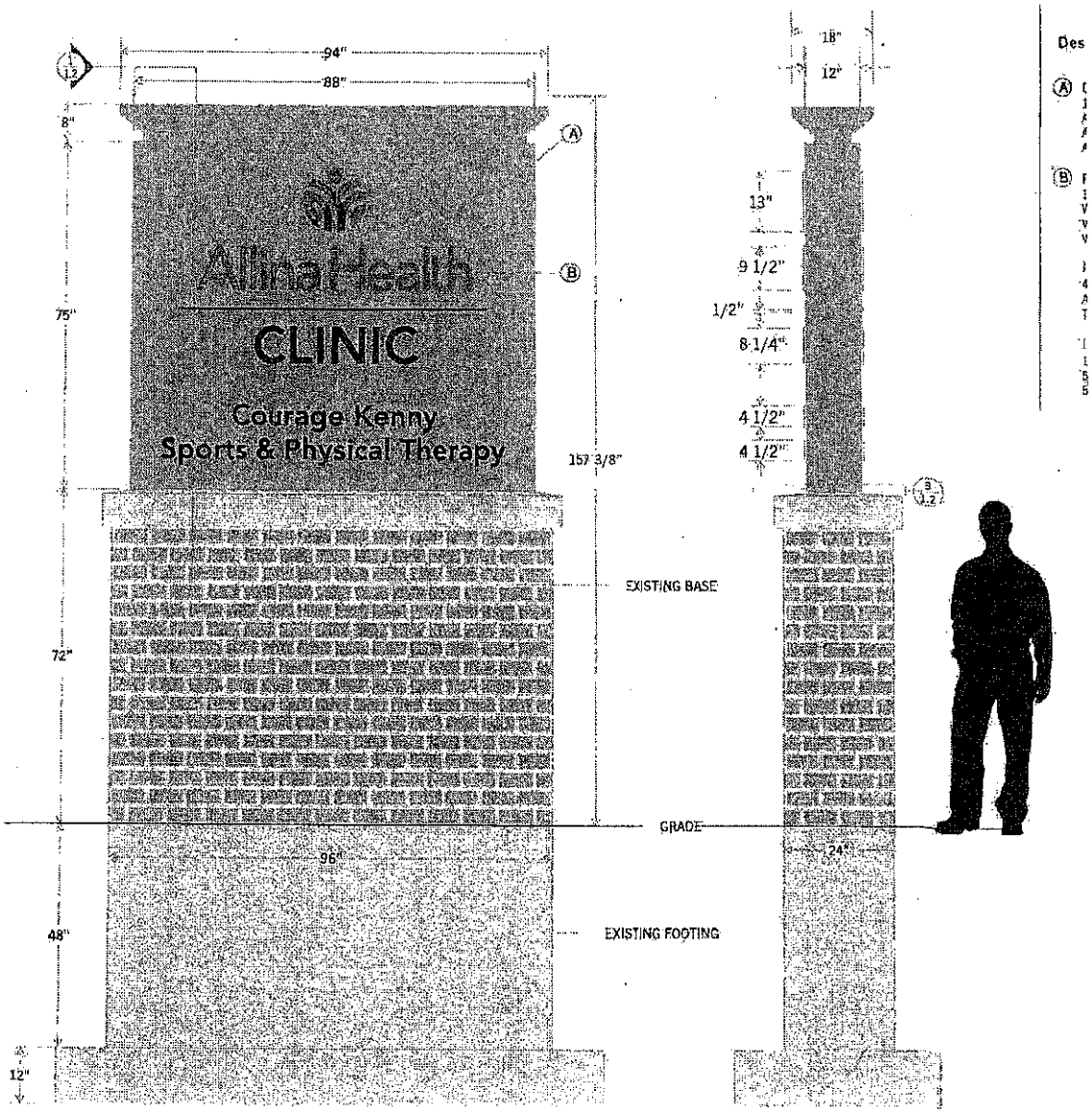
② Channel Letters / Raceway

Scale: 1/2"=1'-0"

Sign A - Pylon


1
1.2
158"
152"
8"
96"
132"
48"
12"
A
B
236"
Allina Health
CLINIC
32"
32"
GRADE
18"
12"
25"
18"
1"
16"
3
1.2
EXISTING COLUMNS
20"
EXISTING FOOTINGS

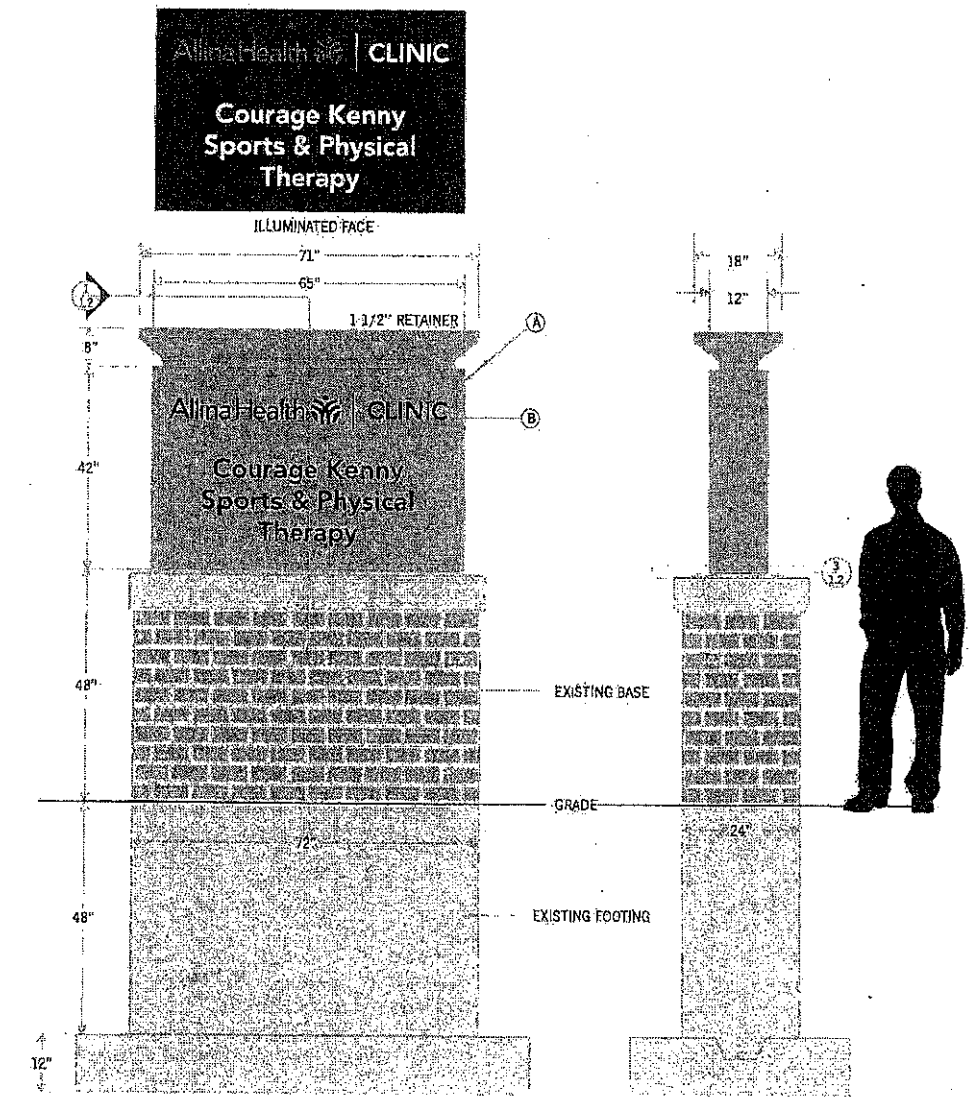
Sign B - Monument



1 D/F Monument Sign

Scale: 1/2"=1'-0"

Sign C - Monument



① S/F Monument Sign

Scale: 1/2"=1'-0"

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Jackie Fisher, Finance Director

Date: November 8, 2016

Subject: Consider Resolution Approving Certification of Delinquent Charges for City Services and Unpaid Nuisance Abatement Charges Collectible in 2017

Background:
Listings of unpaid charges for delinquent city services (water/sewer/storm, snow removal, and mowing) and unpaid nuisance abatement charges are attached (Attachment A and B, respectively). Added to the unpaid charges will be a $30.00 assessment fee per account. The total assessments will be levied against the property and collected with taxes payable in 2017.

The list reflects amounts included in prior invoicing/notifications and not paid as of November 1, 2016.

Current Action:
Consider Resolution Approving Certification of Delinquent Charges for City Services and Unpaid Nuisance Abatement Charges Collectible in 2017

Attachments:
List of Delinquent Charges for City Services
List of Unpaid Charges for Nuisance Abatement
Resolution Approving Certification of Delinquent Charges for City Services and Unpaid Nuisance Abatement Charges Collectible in 2017

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING CERTIFICATION OF DELINQUENT CHARGES FOR CITY SERVICES AND UNPAID NUISANCE ABATEMENT CHARGES COLLECTIBLE IN 2017

WHEREAS, pursuant to City Code § 260-10.B. and § 325-7.C., all accounts more than 30 days past due as of September 30, 2016, and the same having been properly billed to the owner or occupant of the premises served, may be certified by the City Clerk as unpaid and delinquent to the County Auditor; and

WHEREAS, pursuant to City Code § 216-7 Recovery of Cost, B. Assessment, all accounts past due for year 2016, and the same having been properly billed to the owner or occupant of the premises served, may be certified by the City Clerk as unpaid and delinquent to the County Auditor.

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

1. That the list of delinquent charges for city services (Attachment 'A'), a copy of which is attached hereto and made a part hereof, identifies the amount of the delinquent water, sewer, and storm, snow removal and lawn abatement charges that are to be levied against said properties for taxes payable year 2017.

2. That the unpaid charges for nuisance abatement (Attachment 'B'), a copy of which is attached hereto and made a part hereof, identifies the amount of unpaid nuisance abatement charges that are to be levied against said properties for taxes payable year 2017.

3. The City Clerk shall forthwith transmit a certified duplicate of these listings (delinquent charges for city services and unpaid charges for nuisance abatement) to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

This resolution was duly adopted by the Isanti City Council this 15th day of November 2016.

Attested:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

Attachment 'A'
CITY OF ISANTI
Delinquent Charges for City Services to be Certified to Pay 2017

Customer Number	Customer Name	Property Address	Delinquent Balance
1-006-080-00	HANSON, SARAH	310 2ND AVE NW	$ 137.16
1-007-070-04	HENDRICKSON, STEPHANIE & STEVE	205 3RD AVE NW - SOUTH	$ 13.05
1-032-090-01	JONES, ASHLEY	408 CARDINAL CT NW	$ 264.78
1-037-040-00	KING, RONNIE	722 CHERRYWOOD LN NW	$ 9.70
1-064-040-03	MOOS, MICHAEL	1000 HILLOCK ST NW	$ 737.85
1-064-040-04	HILEMAN, DESERE	1000 HILLOCK ST NW	$ 427.47
1-068-460-01	CONTRACTORS CAPITAL CORP	904 ISANTI PKWY NW	$ 79.30
1-068-500-00	OLSON, ROGER	908 ISANTI PKWY NW	$ 137.16
1-083-634-01	LANGERMANN, MICHAEL & PATRICIA	819 PARK BROOK RD NW	$ 99.76
1-100-010-03	CHUBB, JEREMY	800 WINSOME WAY NW	$ 100.00
2-097-210-00	KEVITT, SCOTT	1006 WENDOVER ST NE	$ 359.76
3-014-040-01	GARRITY, BJ	202 8TH AVE SE	$ 466.79
3-014-190-00	BAYERL, TESHA	507 8TH AVE SE	$ 478.22
3-087-010-00	THORPE, LARRY	10 POND ST SE	$ 238.56
3-088-100-00	ZEHMS, MARY	705 RAILROAD AVE SE	$ 238.56
4-023-440-00	GLEASON, MARY	1103 BIRCH ST SW	$ 361.35
4-034-210-02	GOLDEN, RHONDA	821 CEDAR ST SW	$ 844.98
4-058-040-01	LINNGREN, JOEL	306 GLENWOOD ST SW	$ 450.45
4-071-160-00	LEMON, MICHAEL	1111 MAPLEWOOD AVE SW	$ 137.16
4-073-080-02	REARDON, CYNTHIA	508 MARION ST SW	$ 319.93
4-088-010-00	COLBAUGHS COUNTRY CRAFTS	105 RAILROAD AVE SE	$ 1,020.10
5-070-020-02	PDL PROPERTIES LLC	106 MAIN ST E	$ 71.15
9-000-020-00	PREMIER BANK	PARCEL ID - 16.020.0703	$ 219.66
9-000-040-00	PREMIER BANK	PARCEL ID - 16.020.0802	$ 29.30
9-000-050-00	PREMIER BANK	PARCEL ID - 16.020.0803	$ 526.57
9-000-060-00	PREMIER BANK	PARCEL ID - 16.020.1000	$ 523.65
9-000-260-00	HALVORSON TRUSTEE, DUANE M &	PARCEL ID - 16.029.2300	$ 454.24
9-000-280-00	LUNDBERG, LONNIE O & CHARLOTTE K	PARCEL ID - 16.029.2901	$ 392.14
9-000-290-00	LUNDBERG, LONNIE O & CHARLOTTE K	529 8TH AVE NE	$ 137.16
9-000-480-00	COLBAUGH, MICHAEL D	PARCEL ID - 16.030.4100	$ 137.16
9-000-570-01	GRAVEM, JONATHAN	304 TOWNSEDGE RD SE	$ 31.41
9-000-630-00	LAROWE, SCOTT D & KRISTI L	PARCEL ID - 16.033.0500	$ 218.01
9-000-900-00	HARRIS, JAMES C	459 3RD AVE NW	$ 137.16
9-001-240-00	ZEHMS, MARY	PARCEL ID - 16.051.0060	$ 137.16
9-001-420-00	STATE OF MINNESOTA FORFEITED	PARCEL ID - 16.054.0090	$ 112.16
9-001-540-01	FEDERAL HOME LOAN MORTGAGE	212 TOWNSEDGE RD SE	$ 48.58
9-001-550-00	EDGERTON, JOHN V & AMY M	208 TOWNSEDGE RD SE	$ 137.16
9-001-560-00	GODEEN, AARON T & COURTNEY J	204 TOWNSEDGE RD SE	$ 137.16
9-001-600-00	JBN RENTALS & LP	PARCEL ID - 16.077.0030	$ 439.33
9-002-030-00	STATE OF MINNESOTA FORFEITED	1000 GOLDEN WAY NW	$ 79.30
9-002-130-00	VILLAGES ON THE RUM IV	PARCEL ID - 16.092.1900	$ 79.30
9-002-140-00	VILLAGES ON THE RUM IV	PARCEL ID - 16.092.1970	$ 79.30
9-002-150-00	VILLAGES ON THE RUM IV	PARCEL ID - 16.092.2060	$ 79.30
9-002-490-00	VILLAGES ON THE RUM IV	PARCEL ID - 16.092.2450	$ 79.30
9-002-510-00	VILLAGES ON THE RUM	PARCEL ID - 16.092.2620	$ 79.30
9-002-580-00	WARRING PROPERTIES LLC	PARCEL ID - 16.093.0040	$ 379.97
9-003-150-00	STATE OF MN FORT. & DEPT OF REVENUE	607 FIR ST SW	$ 29.30
9-003-160-00	STATE OF MN FORT. & DEPT OF REVENUE	605 FIR ST SW	$ 29.30
9-003-420-00	SEDONA TOWNHOMES LLC	PARCEL ID - 16.104.1330	$ 137.16
9-003-520-00	STATE OF MINNESOTA FORFEITED	PARCEL ID - 16.106.0120	$ 112.16
9-004-400-00	CARLSON, WILLIAM A & JENNIE L	PARCEL ID - 16.112.0240	$ 29.30
9-004-580-00	KEVITT, SCOTT V	600 10TH AVE NE	$ 150.96
9-004-670-00	SUMMIT CONSULTING & CONTRACTING INC	PARCEL ID - 16.113.0740	$ 415.20
9-005-540-00	SEDONA TOWNHOMES LLC	PARCEL ID - 16.122.0220	$ 137.16
9-005-670-00	PREMIER BANK	PARCEL ID - 16.133.0020	$ 821.46
			$ 13,529.02 Total
			55 Accounts

Attachment 'B'
City of Isanti
Unpaid Nuisance Abatement Charges to be Certified to Pay 2017

PID	Property Address	Unpaid Balance	
16.050.1031	310 1St Ave SW	$	220.00
16.104.0930	408 Cardinal Ct NW	$	471.59
		$	**691.59** Total
			2 Count

K.8.

BOLTON & MENK
Real People. Real Solutions.

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

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

MEMORANDUM

Date: November 7, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E. (BCD)

Subject: Implementation of MS4 General Stormwater Permit – Phase 2 & Phase 3
City of Isanti, MN

When the Part 2 Application for MS4 General Stormwater Permit was submitted on September 20, 2016 it began the implementation schedule to enact/adopt/enforce all of the elements of the permit. Some of these elements are required to be completed within 6-months of submitting the Part 2 Application, other items are required to be completed 12-months, 24-months, and 36-months after submittal.

Phase 2 and Phase 3 need to be completed within 12 months of the Part 2 application submittal. Here is a summary of the primary items that are required:

Phase 2 (Within 6-Months) March 20, 2017 Deadline
- Update City Ordinances to Comply with the Permit
- Establish Construction Site Stormwater Runoff Control Practices
- Begin Construction Enforcement

Phase 3 (Within 12-Months) September 20, 2017 Deadline
- Adopt Illicit Discharge Updates
- Develop Staff Training Program
- Phase in Staff Training Program

Once Phases 2 and 3 are complete we will submit a fee proposal to complete the full implementation of the permit by September 20, 2019.

We propose to assist the City in implementing Phase 2 and Phase 3, meeting all deadlines through September 20, 2017 for a not to exceed, hourly fee of $14,850.

The Finance Committee has reviewed this proposal and recommends Council approval.

Please contact me at (612) 756-1032 if you have any questions or need additional information.

Bolton & Menk is an equal opportunity employer.

RESOLUTION NO. 2016 -

RESOLUTION APPROVING ENGINEERING PROPOSAL FOR MS4 STORMWATER PERMIT PART 2, PHASE 2 AND 3

WHEREAS, on February 25, 2015, the City received notice that they needed to complete the Municipal Separate Storm Sewer System (MS4) permit application per the designation as a MS4 community; and,

WHEREAS, there are two parts and multiple phases for the submittal deadlines of all the required permit documentation; and,

WHEREAS, with the approved assistance through Bolton and Menk, Inc., Part 1 was completed in March, 2015 and Part 2 application was submitted in September, 2016; and,

WHEREAS, Part 2 consists of five (5) phases of which phase two (2) is due by March 20, 2017 and phase (3) is due by September 20, 2017; and,

WHEREAS, engineering services by Bolton and Menk, Inc. for the proposed work is in the amount, not to exceed, $14,850.00; and,

WHEREAS, the Finance Committee met November 1, 2016 to discuss the proposal and work necessary for MS4 requirements and recommends approval; and,

WHEREAS, the funding source would be Stormwater – Engineering (303) in the total amount of $14,850.00;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the proposal from Bolton and Menk, Inc. for the required MS4 permit Part 2, phase 2 and 3, documentation and submittal by the deadlines per this Resolution in the total amount, not to exceed, $14,850.00. Funding is identified as Stormwater Fund, Engineering.

Adopted by the Isanti City Council this 15th day of November, 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources / City Clerk

K.9.

BOLTON & MENK

Real People. Real Solutions.

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

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

MEMORANDUM

Date: November 7, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E. (BCD)

Subject: Isanti Parkway Pavement Testing – AET Cost Proposal
City of Isanti, MN

In order to determine if Isanti Parkway NW from Whiskey Road NW to 3rd Avenue NW can be rated for commercial traffic pavement testing would be required. Multiple deflection tests would be performed on the pavement surface and two cores would be taken to determine the pavement section thickness and underlying soil.

AET has provided the attached quote to perform this analysis for a lump sum price of $3,575.00.

AET has also provided a quote for performing Ground Penetrating Radar (GPR) testing on the entire road segment in both directions to determine any variation in pavement thickness along the travel lanes. This extra cost is quoted at $500.

We feel the GPR is not needed to determine the rating of this road section.

This testing could be completed within 2 weeks of authorization, however, it cannot be performed on a frozen surface.

The Finance Committee has recommend approving the AET testing for the lump sum price of $3,575 and does not recommend approving the extra GPR work.

Please contact me at (612) 756-1032 if you have any questions or need additional information.

Bolton & Menk is an equal opportunity employer.

RESOLUTION NO. 2016-XXX

A RESOLUTION AUTHORIZING ISANTI PARKWAY SECTION PAVEMENT TESTING

WHEREAS, the City determined that the section of Isanti Parkway between 3rd Ave NW and Whiskey Rd NW had not been previously tested for commercial traffic; and,

WHEREAS, a quote was obtained by Bolton and Menk, Inc. for such services through American Engineering Testing, Inc. (AET) in the amount of $3,575.00; and,

WHEREAS, the Finance Committee met November 1, 2016 to discuss the proposal and scope of work and recommends approval; and,

WHEREAS, the funding source would be Streets – Engineering (303) in the total amount of $3,575.00;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the proposal from Bolton and Menk, Inc. and perform the material testing of Isanti Parkway in the section identified per this Resolution in the total amount, not to exceed, $3,575.00. Funding is identified as General Fund - Streets, Engineering.

Adopted by the Isanti City Council this 15th day of November, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

October 28, 2016

City Of Isanti
c/o Bolton & Menk, Inc.
Attn: Jason Cook, P.E.
7533 Sunwood Drive NW, Suite 206
Ramsey, MN 55303

RE: Proposal for Pavement Testing Services
Isanti Parkway from Whiskey Rd to 3rd Avenue
Isanti, Minnesota

Dear Mr. Cook:

Per your request, we are submitting this cost proposal for a roadway pavement testing and evaluation program to assist determining a road rating on the referenced roadway. It is American Engineering Testing, Inc.'s (AET) understanding there is approximately 0.25 miles of roadway that will require investigation.

Scope of Services
Please review the following proposed scope of services.

Field

- Perform falling weight deflectometer testing on the roadway. Testing will be done at approximately 100 foot intervals in two travelling directions using the standard 7 sensor Strategic Highway Research Program (SHRP) spacing and will be done at 6,000 and 9,000 lbs. force.
- Obtain 2 cores through the pavement, measure the thickness and obtain a sample of the base aggregate (if any), and sample the subgrade (maximum depth 24 inches). Backfill holes and patch with bituminous patching material.

Report

- Analyze the FWD data for rutting and fatigue load capacities of the roadway using the MnDOT mechanistic and empirical analysis procedure.
- Photograph the cores, classify the base aggregate and subgrade using AASHTO classification system.
- Prepare the engineering report including 1) discussing pavement condition and 2) recommendations for a road rating.

Fees
Our services will be performed on a lump sum basis for the work described above. We have established a total price of $3,575 for the FWD testing, field sampling, evaluation and recommendations.

Schedule
Based on our current backlog, we anticipate the field work can be completed within two weeks after the proposal has been approved, with the report to follow approximately 1 to 2 weeks later. However, our field work cannot be performed on frozen pavement.

Terms and Conditions and Acceptance
All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Remarks
If you have questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Melanie Fiegen, PE
Pavement Engineer
Phone #651-603-6618
mfiegen@amengtest.com

Attachment: Service Agreement (3 pages)

PROPOSAL ACCEPTANCE BY:

Signature:_____

Printed Name:_____

Date:_____

FEE ITEMIZATION

Isanti Parkway, Isanti, MN
0.25 miles GPR x 2, FWD, 2 cores

Personnel Hours:	*Units*		*Rate*	*Total*
Principal Engineer	1.5	hours	$183.00	*$274.50*
Engineer II	6	hours	$137.00	*$822.00*
Engineering Assistant	6	hours	$115.00	*$690.00*
Core Technicians	9	hours	$85.00	*$765.00*
Word Processing Specialist	2	hours	$66.00	*$132.00*
			Subtotal:	**$2,683.50**

Equipment Rental/Mileage:	*Unit*		*Rate*	*Total*
FWD truck w/equipment	80	miles	$1.80	*$144.00*
Core truck w/equipment	80	miles	$1.10	*$88.00*
FWD truck w/equipment	4	hours	$90.00	*$360.00*
Core truck w/equipment	4	hours	$50.00	*$200.00*
Signs/cones	2	day	$50.00	*$100.00*
			Subtotal:	**$892.00**

TOTAL:	***$3,575.50***

Optional GPR testing (to determine the pavement layer thicknesses across the entire length two directions) **Add alternate:** *$500.00*

L.1.

City of Isanti

Gross Payroll	79,281.75
Social Security & Medicare	4,248.38
Public Employees Retirement	7,941.05
Total City Expense	91,471.18

Pay Date 11-4-2016

Pay Period 23 (10/16-29/16)

CITY OF ISANTI

*Check Summary Register©

AP161101
p. 1 of 2

November 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 045216	HOME TITLE INC	11/10/2016	$93.00
Paid Chk# 045217	ISANTI COUNTY AUDITOR-	11/10/2016	$160.00
Paid Chk# 045218	VERIZON WIRELESS	11/10/2016	$629.17
Paid Chk# 045219	7-UP BOTTLING	11/10/2016	$173.24
Paid Chk# 045220	ABSOLUTE PORTABLE RESTRO	11/10/2016	$930.00
Paid Chk# 045221	AEM FINANCIAL SOLUTIONS, LL	11/10/2016	$7,475.00
Paid Chk# 045222	ALL AMERICAN TITLE CO.,INC.	11/10/2016	$32.23
Paid Chk# 045223	AUTO VALUE CAMBRIDGE	11/10/2016	$85.43
Paid Chk# 045224	BCBSM	11/10/2016	$19.14
Paid Chk# 045225	BELLBOY CORPORATION	11/10/2016	$5,483.85
Paid Chk# 045226	BERNICK'S PEPSI-COLA	11/10/2016	$763.18
Paid Chk# 045227	BILL'S QUALITY CLEANING	11/10/2016	$521.00
Paid Chk# 045228	BREAKTHRU BEVERAGE	11/10/2016	$642.20
Paid Chk# 045229	CASH	11/10/2016	$53.70
Paid Chk# 045230	CENTER POINT ENERGY	11/10/2016	$985.34
Paid Chk# 045231	CHICAGO TITLE COMPANY INC	11/10/2016	$8.82
Paid Chk# 045232	CHOICE HOMES, INC.	11/10/2016	$31.07
Paid Chk# 045233	CITY OF ISANTI	11/10/2016	$743.78
Paid Chk# 045234	CITY OF SAINT PAUL	11/10/2016	$223.12
Paid Chk# 045235	CRYSTAL SPRINGS ICE	11/10/2016	$270.58
Paid Chk# 045236	DAHLHEIMER DISTRIBUTING CO	11/10/2016	$15,797.00
Paid Chk# 045237	DAVID DROWN ASSOCIATES, IN	11/10/2016	$16,000.00
Paid Chk# 045238	DEPT. OF PUBLIC SAFETY	11/10/2016	$20.00
Paid Chk# 045239	ECM PUBLISHERS, INC.	11/10/2016	$134.55
Paid Chk# 045240	FASTENAL COMPANY	11/10/2016	$16.80
Paid Chk# 045241	FEDERATED CO-OPS, INC.	11/10/2016	$1,231.65
Paid Chk# 045242	FORCE AMERICA	11/10/2016	$58.20
Paid Chk# 045243	FRANSEN, LINDA	11/10/2016	$920.00
Paid Chk# 045244	G & K SERVICES	11/10/2016	$460.80
Paid Chk# 045245	GOPHER STATE ONE-CALL, INC.	11/10/2016	$97.20
Paid Chk# 045246	GRIDOR CONSTR.,INC.	11/10/2016	$288,499.00
Paid Chk# 045247	HACH COMPANY	11/10/2016	$592.52
Paid Chk# 045248	HAWKINS, INC.	11/10/2016	$7,821.45
Paid Chk# 045249	HOME TITLE INC	11/10/2016	$77.00
Paid Chk# 045250	INNOVATIVE OFFICE	11/10/2016	$439.34
Paid Chk# 045251	ISANTI COUNTY AUDITOR-	11/10/2016	$420.00
Paid Chk# 045252	ISANTI COUNTY PUBLIC HEALT	11/10/2016	$150.00
Paid Chk# 045253	ISANTI COUNTY RECORDER	11/10/2016	$102.00
Paid Chk# 045254	ISANTI READY-MIX, INC.	11/10/2016	$215.00
Paid Chk# 045255	ISANTI RENTAL	11/10/2016	$224.25
Paid Chk# 045256	ISANTI TIRE & AUTO CARE	11/10/2016	$5,633.40
Paid Chk# 045257	J. J. TAYLOR	11/10/2016	$770.40
Paid Chk# 045258	JACOBS, THOMAS	11/10/2016	$12.86
Paid Chk# 045259	JOHNSON BROTHERS LIQUOR	11/10/2016	$12,392.89
Paid Chk# 045260	JOSLIN & MOORE	11/10/2016	$6,593.20
Paid Chk# 045261	KAWALEK TRUCKING	11/10/2016	$302.60
Paid Chk# 045262	KNIFE RIVER	11/10/2016	$25.20
Paid Chk# 045263	LIBERTY TITLE	11/10/2016	$98.47
Paid Chk# 045264	LMCIT	11/10/2016	$1,000.00
Paid Chk# 045265	MADDEN GALANTER HANSEN, L	11/10/2016	$2,676.82
Paid Chk# 045266	MCDONALD DISTRIBUTING CO.	11/10/2016	$20,263.69
Paid Chk# 045267	MENARDS - CAMBRIDGE	11/10/2016	$420.90
Paid Chk# 045268	METAL COATING&MFG.CO.	11/10/2016	$10.58
Paid Chk# 045269	MINNCO CREDIT UNION	11/10/2016	$2,254.60
Paid Chk# 045270	MINNEAPOLIS FINANCE	11/10/2016	$150.30
Paid Chk# 045271	MINNESOTA DEED	11/10/2016	$1,498.62

CITY OF ISANTI

*Check Summary Register©

AP161101
p. 2 of 2

November 2016

	Name	Check Date	Check Amt
Paid Chk# 045272	MINNESOTA EQUIPMENT	11/10/2016	$8.68
Paid Chk# 045273	MN DEPT OF AGRICULTURE	11/10/2016	$60.00
Paid Chk# 045274	MNEDF	11/10/2016	$1,000.00
Paid Chk# 045275	MVTL LABORATORIES, INC.	11/10/2016	$216.20
Paid Chk# 045276	NAPA AUTO PARTS	11/10/2016	$23.81
Paid Chk# 045277	NATCO TRANSMISSION	11/10/2016	$71.00
Paid Chk# 045278	NORTHLAND TRUST	11/10/2016	$488,267.78
Paid Chk# 045279	PARTNERS TITLE LLC	11/10/2016	$3.35
Paid Chk# 045280	PAY.GOV	11/10/2016	$1,926.00
Paid Chk# 045281	PHILLIPS WINE & SPIRITS, INC.	11/10/2016	$6,734.63
Paid Chk# 045282	RESOURCE TRAINING	11/10/2016	$29,770.00
Paid Chk# 045283	RIVERSIDE MARKET	11/10/2016	$26.62
Paid Chk# 045284	RJM DISTRIBUTING, INC.	11/10/2016	$264.78
Paid Chk# 045285	SAFE ASSURE CONSULTANTS I	11/10/2016	$6,591.21
Paid Chk# 045286	SARAZIN ENTERPRISES INC.	11/10/2016	$56.51
Paid Chk# 045287	SAUTER & SONS, INC.	11/10/2016	$25,060.00
Paid Chk# 045288	SELECTACCOUNT	11/10/2016	$27.43
Paid Chk# 045289	SELINSKY ENTERPRISES, INC.	11/10/2016	$138.00
Paid Chk# 045290	SIGNS BY JILL	11/10/2016	$50.00
Paid Chk# 045291	SOUTHERN GLAZERS OF MN	11/10/2016	$4,314.66
Paid Chk# 045292	ST.PAUL STAMP WORKS	11/10/2016	$24.65
Paid Chk# 045293	STAPLES ADVANTAGE	11/10/2016	$98.92
Paid Chk# 045294	TAPES PLUS ADVERTISING	11/10/2016	$475.00
Paid Chk# 045295	THE WINE COMPANY	11/10/2016	$489.00
Paid Chk# 045296	TR COMPUTER SALES, LLC	11/10/2016	$1,851.25
Paid Chk# 045297	URBANS HARDWARE	11/10/2016	$381.29
Paid Chk# 045298	US INTERNET	11/10/2016	$57.80
Paid Chk# 045299	VERIZON WIRELESS	11/10/2016	$527.72
Paid Chk# 045300	VIKING COCA-COLA BOTTLING	11/10/2016	$502.32
Paid Chk# 045301	WATSON CO., INC.	11/10/2016	$2,507.81
Paid Chk# 045302	WINE MERCHANTS	11/10/2016	$72.00
Paid Chk# 045303	WISE GUYS PLUMBING, INC.	11/10/2016	$387.24
Paid Chk# 045304	XEROX CORPORATION	11/10/2016	$95.50
		Total Checks	$976,786.50

BOLTON & MENK

Real People. Real Solutions.

L.2.

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

November 7, 2016

City of Isanti
Attn: Don Lorsung
City Administrator
110 1st Ave N
PO Box 428
Isanti, MN 55040-0428

RE: Pay Request No. 03
Wastewater Treatment Improvements
Isanti, Minnesota
BMI Project No.: R13.109638

Dear Mr. Lorsung:

Please find enclosed three copies of Pay Request No. 03 for the above referenced project. This pay request is primarily for the concrete work, masonry, and site work at the wastewater treatment. The requested and certified amount is $286,499.00.

If you have any questions do not hesitate to call me at 612-840-6068.

Sincerely,

Bolton & Menk, Inc.

Paul Saffert, P. E.
Project Manager

PS/jo

cc: Josi Wood, City of Isanti
JoAnn Welcome, City of Isanti

Enclosures (3 copies, signed Pay Request No. 03)

Bolton & Menk is an equal opportunity employer.

Lump Sum Contract

Contractor's Application for Payment No. 3

Project:	Wastewater Treatment Plant Improvements	From (Contractor):	Gridor Construction, Inc.	Application Date:	10/25/2016
To (Owner):	City of Isanti, MN	Owner's Project No.:		Period From:	10/1/2016
Via (Engineer):	Bolton & Menk, Inc.	Engineer's Proj. No.:	R13.109638	Period To:	10/31/2016

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
	TOTALS	$0.00	$0.00
	NET CHANGE BY CHANGE ORDERS		$0.00

1.	**ORIGINAL CONTRACT PRICE**		$	2,942,400.00
2.	**Net change by Change Orders**		$	0.00
3.	**Current Contract Price (Line 1 + 2)**		$	2,942,400.00
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**		$	826,486.00
5.	**RETAINAGE:**			
	a. 5% X $0.00 **Work Completed**		$	0.00
	b. 5% X $0.00 **Stored Material**		$	0.00
	c. **Less Total Retainage Released Early**		$	0.00
	d. **Total Retainage (Line 5a + Line 5b - Line 5c)**		$	0.00
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**		$	826,486.00
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**		$	539,987.00
8.	**AMOUNT DUE THIS APPLICATION**		$	286,499.00
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**		$	2,115,914.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 11/1/16

Payment of $ 286,499.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 11/7/16
(Engineer) (Date)

Payment of $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	E This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division1									
1.001	Mobilization Insurance and Bonds	$90,000	$90,000				$90,000	100.0%	$0
1.002	Allowances	$150,000	$12,109	3%	$3,795		$15,904	10.6%	$134,096
Subtotal for	Division 1	$240,000	$102,109		$3,795		$105,904	44.1%	$134,096
			$102,109			check	$105,904		
Division2									
2.001	Erosion Control / Silt Fence	$5,000	$2,500				$2,500	50.0%	$2,500
2.002	Clear and Grub Site	$10,000	$10,000				$10,000	100.0%	$0
2.003	Fine Grade and Restore Site	$10,000					$0	0.0%	$10,000
2.004	Demo Labor and Material	$80,000					$0	0.0%	$80,000
2.005	Excavation and Fill	$80,000	$80,000	10.00%	$8,000		$88,000	85.0%	$12,000
2.006	Backfill of Structure	$50,000	$12,500	25.00%	$12,500		$25,000	50.0%	$25,000
2.007	Manholes and Precast	$35,000					$0	0.0%	$35,000
2.008	Exerior Pipe - Labor and Equipment	$85,000	$12,750	10.00%	$8,500		$21,250	25.0%	$63,750
2.009	Exterior Pipe - Materials	$65,000				$59,305	$59,305	91.2%	$5,695
2.010	Paving	$40,000					$0	0.0%	$40,000
2.011	Landscape and Seedings	$7,500					$0	0.0%	$7,500
2.012	Pond Cleaning / Transfer	$40,000		10.00%	$4,000		$4,000	10.0%	$36,000
Subtotal for	Division 2	$507,500	$97,750.00		$33,000	$59,305	$190,055	37.45%	$317,445
		check	$97,750			Check	$190,055		
Division3									
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000	$123,500	30.00%	$97,500		$221,000	68.0%	$104,000
3.002	Rebar Material	$80,000	$56,000	20.00%	$16,000		$72,000	90.0%	$8,000
3.003	Rebar Labor	$65,000	$45,500	15.00%	$9,750		$55,250	85.0%	$9,750
3.004	Precast Concrete - Hollow Core	$45,000					$0	0.0%	$45,000
Subtotal for	Division 3	$515,000	$225,000.00		$123,250	$0	$348,250	67.62%	$166,750
		check	$225,000			Check	$348,250		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	D Work Completed This Period Percent	D Work Completed This Period Amount	E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)
Division 4									
4.001	Masonry	$200,000		15.00%	$30,000		$30,000	15.0%	$170,000
Subtotal for	**Division 4**	**$200,000**	**$0.00**		**$30,000**	**$0**	**$30,000**	**15.00%**	**$170,000**
		check				Check	$30,000		
Division 5									
5.001	Misc Metals - Materials	$55,000					$0	0.0%	$55,000
5.002	Misc Metals - Labor	$15,000					$0	0.0%	$15,000
Subtotal for	**Division 5**	**$70,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$70,000**
		check				Check	$0		
Division 6									
6.001	Rough Carpentry	$2,500					$0	0.0%	$2,500
Subtotal for	**Division 6**	**$2,500**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$2,500**
		check				Check	$0		
Division 7									
7.001	Waterproofing / Insulation	$10,000	$5,000	25.00%	$2,500		$7,500	75.0%	$2,500
7.002	Roofing	$40,000					$0	0.0%	$40,000
7.003	Sealants / Caulking	$5,000					$0	0.0%	$5,000
Subtotal for	**Division 7**	**$55,000**	**$5,000.00**		**$2,500**	**$0**	**$7,500**	**13.64%**	**$47,500**
		check	$5,000			Check	$7,500		
Division 8									
8.001	HM Doors, Frames and Hardware	$15,000				$10,544	$10,544	70.3%	$4,456
Subtotal for	**Division 8**	**$15,000**	**$0.00**		**$0**	**$10,544**	**$10,544**	**70.29%**	**$4,456**
		check				Check	$10,544		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	E This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 9									
9.001	Painting	$140,000					$0	0.0%	$140,000
Subtotal for	**Division 9**	**$140,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$140,000**
		check				Check	$0		
Division 10									
10.001	Signs	$2,500					$0	0.0%	$2,500
10.002	Fire Extinguishers	$400					$0	0.0%	$400
10.003	Safety Equipment	$500					$0	0.0%	$500
Subtotal for	**Division 10**	**$3,400**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$3,400**
		check				Check	$0		
Division 11									
11.001	Hydraulic Gates	$20,000					$0	0.0%	$20,000
11.002	Submersible Pumps	$45,000				$40,463	$40,463	89.9%	$4,537
11.003	Vortex Pumps	$20,000					$0	0.0%	$20,000
11.004	Grit Removal	$40,000					$0	0.0%	$40,000
11.005	Grit Seperation	$30,000					$0	0.0%	$30,000
11.006	Fine Screen	$160,000					$0	0.0%	$160,000
11.007	Blowers	$125,000					$0	0.0%	$125,000
11.008	Coarse Bubble Aeration	$20,000				$6,712	$6,712	33.6%	$13,288
11.009	Automatic Sampler	$15,000					$0	0.0%	$15,000
Subtotal for	**Division 11**	**$475,000**	**$0.00**		**$0**	**$47,175**	**$47,175**	**9.93%**	**$427,825**
		check							
Division 12									
	NONE						$0	0.0%	$0
Subtotal for	**Division 12**	**$0**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$0**
		check				Check	$0		
Division 13									
13.001	Steel Filter Modifications	$100,000					$0	0.0%	$100,000
Subtotal for	**Division 13**	**$100,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$100,000**
		check				Check	$0		

Item No.	B Description of Work	C Scheduled Value	D Work Completed: From Previous Application	D Work Completed: This Period: Percent	D Work Completed: This Period: Amount	E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)
Division 14									
	NONE	$0					$0	0.0%	$0
Subtotal for	**Division 14**	**$0**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$0**
		check				Check	$0		
Division 15									
15.001	Interior Process Piping - Material	$65,000				$13,185	$13,185	20.3%	$51,815
15.002	Interior Process Piping - Labor & Equipment	$20,000	$1,000				$1,000	5.0%	$19,000
15.003	Process Valves - Material	$15,000				$7,690	$7,690	51.3%	$7,310
15.004	Mechanical Insulation	$34,000					$0	0.0%	$34,000
15.005	Plumbing	$50,000		10.00%	$5,000		$5,000	10.0%	$45,000
15.006	HVAC	$125,000		2.00%	$2,500	$6,711	$9,211	7.4%	$115,789
Subtotal for	**Division 15**	**$309,000**	**$1,000.00**		**$7,500**	**$27,586**	**$36,086**	**11.68%**	**$272,914**
		check	$1,000			Check	$36,086		
Division 16									
16.001	Electrical GC's	$30,000	$4,500	5.00%	$1,500		$6,000	20.0%	$24,000
16.002	Branch Wiring	$35,000	$1,750	7.00%	$2,450		$4,200	12.0%	$30,800
16.003	Lighting and Heaters	$35,000				$27,572	$27,572	78.8%	$7,428
16.004	Service / Distribution Equipment	$20,000		3.00%	$600		$600	3.0%	$19,400
16.005	Motor Control Equipment	$15,000		14.00%	$2,100		$2,100	14.0%	$12,900
16.006	Motor Control Wiring	$50,000		21.00%	$10,500		$10,500	21.0%	$39,500
16.007	Control Panels	$65,000					$0	0.0%	$65,000
16.008	Instruments	$30,000					$0	0.0%	$30,000
16.009	Engineering and Start up	$30,000					$0	0.0%	$30,000
Subtotal for	**Division 16**	**$310,000**	**$6,250.00**		**$17,150**	**$27,572**	**$50,972**	**16.44%**	**$259,028**
		check	$6,250			Check	$50,972		
	Grand Total	**$2,942,400**	**$437,109**		**$217,195**	**$172,182**	**826,486**	**28.09%**	**$2,115,914**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3980 27th Street SE
Buffalo, MN 55313

Pay Req. No. 3
Period Ending: 10/31/2016

Pay Item No.	Description of Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Storage this Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
	Grand Totals	**$2,942,400**								
1.001	Mobilization Insurance and Bonds	$90,000								
1.002	Allowances	$150,000								
Subtotal for	**Division 1**	**$240,000**								
Division 2										
2.001	Erosion Control / Silt Fence	$5,000								
2.002	Clear and Grub Site	$10,000								
2.003	Fine Grade and Restore Site	$10,000								
2.004	Demo Labor and Material	$80,000								
2.005	Excavation and Fill	$80,000								
2.006	Backfill of Structure	$50,000								
2.007	Manholes and Precast	$35,000								
2.008	Exterior Pipe - Labor and Equipment	$85,000								
2.009	Exterior Pipe - Materials	$65,000	$59,305			$59,305				$59,305
2.010	Paving	$40,000								
2.011	Landscape and Seedings	$7,500								
2.012	Pond Cleaning / Transfer	$40,000								
Subtotal for	**Division 2**	**$507,500**	**$59,305**	**$0**		**$59,305**	**$0**	**$0**	**$0**	**$59,305**
Division 3										
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000								
3.002	Rebar Material	$80,000	$17,715			$17,715	$17,715		$17,715	
3.003	Rebar Labor	$65,000								
3.004	Precast Concrete - Hollow Core	$45,000								
Subtotal for	**Division 3**	**$515,000**	**$17,715**	**$0**		**$17,715**	**$17,715**	**$0**	**$17,715**	**$0**
Division 4										
4.001	Masonry	$200,000								
Subtotal for	**Division 4**	**$200,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 5										
5.001	Misc Metals - Materials	$55,000								
5.002	Misc Metals - Labor	$15,000								
Subtotal for	**Division 5**	**$70,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 3
Period Ending: 10/31/2016

Pay Item No's	Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Storage This Month	Vendor/Description for New Storage	Item Stored to Date	Previous Installed to Date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 6										
6.001	Rough Carpentry	$2,500								
Subtotal for	**Division 6**	**$2,500**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 7										
7.001	Waterproofing / Insulation	$10,000								
7.002	Roofing	$40,000								
7.003	Sealants / Caulking	$5,000								
Subtotal for	**Division 7**	**$55,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 8										
8.001	HM Doors, Frames and Hardware	$15,000		$10,544	David Hardware	$10,544				$10,544
Subtotal for	**Division 8**	**$15,000**	**$0**	**$10,544**		**$10,544**	**$0**	**$10,544**	**$0**	**$10,544**
Division 9										
9.001	Painting	$140,000								
Subtotal for	**Division 9**	**$140,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 10										
10.001	Signs	$2,500								
10.002	Fire Extinguishers	$400								
10.003	Safety Equipment	$500								
Subtotal for	**Division 10**	**$3,400**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 11										
11.001	Hydraulic Gates	$20,000								
11.002	Submersible Pumps	$45,000	$2,816	$37,647	Quality Flow Systems	$40,463				$40,463
11.003	Vortex Pumps	$20,000								
11.004	Grit Removal	$40,000								
11.005	Grit Seperation	$30,000								
11.006	Fine Screen	$160,000								
11.007	Blowers	$125,000								
11.008	Coarse Bubble Aeration	$20,000		$6,712	Vesco	$6,712				$6,712
11.009	Automatic Sampler	$15,000								
Subtotal for	**Division 11**	**$475,000**	**$2,816**	**$44,358**		**$47,174**	**$0**	**$0**	**$0**	**$47,174**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 3
Period Ending: 10/31/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	$ Previous Stored to Date	New Storage This Month	Vendor/Description New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 12										
	NONE									
Subtotal for	**Division 12**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 13										
13.001	Steel Filter Modifications	$100,000								
Subtotal for	**Division 13**	**$100,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 14										
	NONE									
Subtotal for	**Division 14**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 15										
15.001	Interior Process Piping - Material	$65,000	$13,185			$13,185				$13,185
15.002	Interior Process Piping - Labor & Equipment	$20,000								
15.003	Process Valves - Material	$15,000		$7,690	HD supply	$7,690				$7,690
15.004	Mechanical Insulation	$34,000								
15.005	Plumbing	$50,000								
15.006	HVAC	$125,000		$6,711	Midwest Mechanical / Sentra Sola	$6,711				$6,711
Subtotal for	**Division 15**	**$309,000**	**$13,185**	**$14,401**		**$27,586**	**$0**	**$0**	**$0**	**$27,586**
Division 16										
16.001	Electrical GC's	$30,000								
16.002	Branch Wiring	$35,000								
16.003	Lighting and Heaters	$35,000	$27,572			$27,572				$27,572
16.004	Service / Distribution Equipment	$20,000								
16.005	Motor Control Equipment	$15,000								
16.006	Motor Control Wiring	$50,000								
16.007	Control Panels	$65,000								
16.008	Instruments	$30,000								
16.009	Engineering and Start up	$30,000								
Subtotal for	**Division 16**	**$310,000**	**$27,572**	**$0**		**$27,572**	**$0**	**$0**	**$0**	**$27,572**
	Grand Totals	**$2,942,400**	**$120,593**	**$69,303**		**$189,896**	**$17,715**	**$10,544**	**$17,715**	**$172,181**

DHI A CORNERSTONE IN COMMERCIAL HARDWARE

DAVIDHARDWARE INC.

5350 Highway 61 North, Suite 1
White Bear Lake, MN 55110
Phone: 651-429-8421
Fax: 651-207-6366
Web: davidhardware.net

INVOICE
16063

SOLD TO: Gridor

SHIP TO: WTP

SHIP TO: Isanti 55040-7521.
SAME AS SOLD TO UNLESS NOTED

DATE	DATE SHIPPED	MARK FOR	
10-7-16	Varies		
TERMS: NET 30	SHIP VIA: Varies	CUSTOMER P.O.: 2016-08 8 LLD	DATE ORDERED

ORDER	BACK ORDER	DESCRIPTION	SHIP	UNIT PRICE	AMOUNT
4		Hollow Metal Doors	4		
3		Hollow metal Frames	3		
1		Lot Finish Hardware for above	1		
		Pay Item 8.001			
					98605 73
				SHIPPING	INC
				SALES TAX	678 27
				TOTAL $	10,544 00

NOTES:

RECEIVED
OCT 11 2016
GRIDOR CONSTR., INC.

Appr 8
For 16-08 8-LLD
Date Paid
Check No

EX: NON-PROFIT OUTSTATE LABOR RESALE

6.875

Quality Flow Systems, Inc.
Quality Control & Integration, Inc.
800 - 6th Street NW
New Prague, MN 56071
Phone: (952) 758-9445

Invoice 32632

Invoice Date	Due Date
9/30/2016	10/30/2016

Bill To	Ship To
Gridor, Construction, Inc. 3990 - 27th Street S.E. Buffalo, MN 55313	Gridor Construction, Inc. C/o WW Facility 100 Isanti Parkway NW Isanti, MN 55040

P.O. Number	Terms	Rep	Via	F.O.B.	Project
2016-08 11310	Net 30	PGM	Best Way	ORIGIN	21821 - Isanti, MN

Ordered	Invoiced	B/O	Item Number	Description	Unit Price	Ext. Price
2	2	0	KSB-K150-401/326X	"KSB" Subm. pump-460/3, 40hp (Trim imp.) w/ 50' power cord	16,412.50	32,825.00T
2	2	0	PUMP PARTS	"KSB" (WoWi) Guide claw; 150 HD	0.00	0.00T
2	2	0	KSB-01376394	"KSB" (WoWi) Base elbow; 6" x 6"	1,200.00	2,400.00T
2	2	0	KSB-5074	"KSB" (WoWi) Upper bracket; 150s	0.00	0.00
34	34	0	CHAIN-5/16SS	Chain-5/16" SS lifting (2 - 17' lengths)	0.00	0.00T
2	2	0	SHACKLE-1/2SS	Shackle-1/2" SS screw-pin	0.00	0.00T
2	2	0	JHK	J-hook; SS	0.00	0.00T
2	2	0	CBRK-SS	Cable rack-SS	0.00	0.00T
2	2	0	KSB-WTR00424	"KSB" Handle-pump lifting (200-401)	0.00	0.00T

Pay Item 11.002

37,646.72
1761.00 Ret
35,885.72

RECEIVED
OCT 03 2016
GRIDOR CONSTR., INC.

Approved
For 16-08 11-150
Date Paid
Check No

Thank you for your business.

Finance charges at a rate of 1.5% per month or 18% annually, will be added to any account that is past due. In addition, the customer is responsible for all costs associated with collections including resonable attorney fees.

Subtotal	$35,225.00
Sales Tax (6.875%)	$2,421.72
Total	$37,646.72

VESSCO, INC.

8217 Upland Circle
Chanhassen, MN 55317

(952) 941-2678
FAX (952) 941-0796

INVOICE

67590

Date 10/14/16

Terms Net 30

Bill To: Accounts Payable

Gregg Schreiner
GRIDOR CONSTRUCTION
3990 27th Street SE
Buffalo, MN 55313

Order #	44451	Ordered	06/22/16
Cust Account #	1110-67	Job #	201672
Cust PO #	2016-08/11615		
Ship Via	BEST	Shipped	6/30/2016
FOB	SHIPPING POINT	Rep	800

TAX ID MN

Ship To:

Steve Lee
GRIDOR CONSTRUCTION
C/O Wastewater Treatment Plant
100 Isanti Parkway N.W.
Isanti, MN 55040

Ship Info.

Customer Phone (763) 746-9070

Item Num	Description	Order	Ship	B/O	Unit Price	Ext Price
Section	11385/Diffusers	1	1	0	0.00	0.00
999EQ	9" micro Air cone coarse bubble	704	704	0	0.00	0.00
910	11385/Diffusers Equipment Package	1	1	0	6,280.00	6,280.00

Pay Item 11.008

6711.75
314.00 Ret
6397.75

Approved
For 16-08 11-726
Date Paid
Check No

PARTIAL SHIPMENT Email Invoice Sheri.Fuller@gridor.com DO NOT MAIL. np

Amount	6,280.00
Tax	431.75
Freight	**0.00**
TOTAL	**6,711.75**

SUPPLY WATERWORKS INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	F691410
Invoice Date	9/14/16
Account #	099717
Sales Rep	BRIAN STENSLAND
Phone #	763-428-7473
Branch #243	St Michael, MN
Total Amount Due	$7,689.66

Remit To:
HD SUPPLY WATERWORKS, LTD.
PO BOX 28330
ST LOUIS, MO 63146

GRIDOR CONSTRUCTION (230)
3990 27TH ST SE
BUFFALO MN 55313-5045

000/0000
00000

Shipped To:
C/O WASTEWATER TREATMENT FCLTY
100 ISANTI PARKWAY NW
ISANTI, MN

CUSTOMER JOB- 2016-08 ISANTI WWTF

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
6/17/16	9/13/16	SEE BELOW	ISANTI WWTF	2016-08		BETR CARE-15976	F691410

Product Code	Description	Quantity Ordered	Shipped	B/O	Price	UM	Extended Price
	CUSTOMER PO#- 2016-08 15200 - VALVES						
30014474502	8" FLG PLUG VALVE SUBM GEAR & NUT, 7' STEM & NUT	2	2		960.00000	EA	1,920.00
30014474482	2" THRD SEWAGE A/V VALVE W/BACKFLUSH ATTACHMENT	1	1		1085.00000	EA	1,085.00
30014474492	6" FLG SWING CHECK VALVE W/O.L. & CUSHION	1	1		760.00000	EA	760.00
30014474496	8" FLG SWING CHECK VALVE W/O.L. & CUSHION	2	2		1165.00000	EA	2,330.00
30014474498	6" FLG PLUG VALVE W/HANDWHEEL	2	2		550.00000	EA	1,100.00

Approved
For 16-08 15200
Date Paid
Check No

Freight	Delivery	Handling	Restock	Misc

Subtotal:	7,195.00
Other:	.00
Tax:	494.66
Invoice Total:	$7,689.66

Terms: NET 30
Ordered By: STEVE

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: www.waterworks.hdsupply.com/TandC.

00000

MIDWEST MECHANICAL SOLUTIONS

www.mmstwincities.com

8126 Lewis Rd
Golden Valley, MN 55427

INVOICE

Invoice Number: J16901-1
Invoice Date: Sep 30, 2016
Page: 1

Please note our new remit to address

Voice: 952-525-2003
Fax: 952-738-5222
Email: sue@mmsus.com

Bill To:

Sentra-Sota Sheet Metal
3075 3rd Street South
P.O. Box 400
Waite Park, MN 56387-0400

Ship to:

Sentra-Sota Sheet Metal
3075 3rd Street South
Waite Park, MN 56387-0400

Customer ID	Customer PO	Payment Terms	
SEN001	11676	Net 30 Days	
GST #	**Shipping Method**	**Ship Date**	**Due Date**
81425 2425 RT0001	Best Way		10/30/16

Quantity	Item	Description	Unit Price	Amount
1.00		ONE (1) LOT FANS, LOUVERS, AND DAMPERS	6,250.00	6,250.00

Paid Ten 15.006

JOB Isanti WWTP

JOB# 20367

OCT 11 2016

APPROVED

Subtotal	6,250.00
Sales Tax	460.94
Total Invoice Amount	6,710.94
Payment/Credit Applied	
TOTAL	6,710.94

Check/Credit Memo No:

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
October 4, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:31 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, and Steve Lundeen

Commissioners Absent: Tara Hallberg

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

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

3. Approve Minutes of September 6, 2016 Regular Economic Development Meeting

Motion by Collison second by Bergley to approve the minutes for September 6, 2016. Motion carried unanimously.

4. Consider Request for Contribution to Minnesota Economic Development Foundation (MNEDF)

Economic Development Director Sullivan highlighted the staff memo and the history of City of Isanti Awards from the MNEDF for Interns and Training opportunities. Sullivan indicated that he has been the recipient of a scholarship for training for NDC and that the organization has done great things for economic development and provided a valuable service for the City of Isanti. He stated that this was not a budgeted item and that a funding source would need to be identified. Sullivan asked the EDA to consider supporting this organization with a donation.

Discussion ensued.

President Wimmer acknowledged that this was not a budgeted item but the Council does have the discretion to ad items such as this. He indicated that the General Fund, or other Funds that were possibly under budget, could be used for these type items.

Member Dragisich stated that he supported making a donation to the fund because the City had been a scholarship recipient multiple times.

Motion by Lundeen second by Dragisich to recommend to the City Council a donation of $1000 to be made to MNEDF and to refer to Finance Committee to identify that funding source. Motion carried unanimously.

5. Other Business / Updates / Communications

Sullivan highlighted items on the Staff Memo.

Lundeen informed the EDA that the construction traffic associated with Allina has not be ideal. A Stop sign was needed.

President Wimmer stated that it was part of the site plan and that Allina was responsible for putting a stop sign in and the City would reciprocate at the McDonald's development.

President Wimmer stated that Coborn's is looking to phase the gas station area. They want to do the pumps immediately and at some point would like to do the carwash.

President Wimmer informed the EDA that Governor Dayton visited SnoBear USA in Isanti and that we have a very good meeting about SnoBear USA, economic development and use of state programs.

Discussion about housing market and trends occurred. Thought was the season was wrapping up and that there still was sufficient lot inventory in the City.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee
e. CVN
f. CGI
g. Promotional Bag and Welcome Brochure
h. 100- 102 Dahlin
i. Minnesota Manufacturing Week – October 2 - 8
j. Housing Starts in 2016
k. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lundeen motioned, seconded by Collison to adjourn at 7:58 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 4th day of October, 2016.

Respectively Submitted,
Sean M. Sullivan
Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
OCTOBER 11, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Wayne Traver, Greg Cesafsky, Steve Lundeen, and Jim Kennedy.

Members Absent: Jeff Duncan (no notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

None.

2. Approval of Minutes from September 13, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Lundeen second by Bergley to approve the September 13th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

The public hearing was closed.

Motion by Lundeen second by Bergley to recommend approval of the request from TH Construction of Anoka Inc. for Final Plat approval of the Plat of Sun Prairie Second Addition, legally described as Outlot F, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Upon approval of the Final Plat by the City Council, the City Clerk or his/her designee shall record it with the County Recorder's Office within ninety (90) days after the date of approval; otherwise, failure of the applicant to comply and submit the necessary items and fees for the recording of the Final Plat by the City shall be cause for revoking the City's approval and the Final Plat shall be considered void, unless the developer or applicant requests an extension, in writing and receives approval from the City Council. The City

Council may approve up to two (2) extensions for a term not to exceed one (1) additional year for each extension. Fees associated with the recording of the Final Plat will be charged back to the developer or subdivider.

2. The subdivider shall immediately upon approval, furnish the City Administrator or his/her designee with three (3) full size mylar transparencies of the Final Plat, two (2) for the County and one (1) for the City. Three (3) additional 11 inch by 17 inches mylar transparencies shall be given to the City Planner, the City Clerk, and Isanti County. No building permits shall be issued until these conditions have been complied with.

Motion carried unanimously.

B. Request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one to speak on the item. The public hearing was closed.

Motion by Lundeen second by Bergley to recommend the approval of the request from Kardo Properties, LLC, for approval of a Conditional Use Permit for Outdoor Storage located at 605 1st Ave NW, legally described as Lot 1, Block 2, Isanti Centennial Complex, Isanti County, Minnesota based on the Finding of Fact and Conclusions and with the following conditions:

1. Outside storage areas shall be surfaced with bituminous, concrete, or other surfaces, including but not limited to crushed rock, Class 5, or recycled materials; as recommended by the Planning Commission and approved by the City Council.
2. All outside storage areas shall be effectively screened year-round, by a wall, fence, or densely planted vegetation in accordance with Section 15 of this Ordinance.

Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Bergley second by Kennedy to adjourn the October 11th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:05 p.m.

Dated at Isanti, Minnesota this 11th day of October 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

RESOLUTION 2016-

A RESOLUTION APPROVING A REFUND CHECK BE WRITTEN TO THE CITY OF CAMBRIDGE FOR EXCESS FUNDS CONTRIBUTED FOR THE TWO CITIES, ONE COMMUNITY EVENT

WHEREAS, the City of Isanti and City of Cambridge, hosted a joint event "Two Cities, One Community" which consisted of a 5K, Run/Walk/Bike and family festival event on Saturday, September 10, 2016; and,

WHEREAS, per Resolution 2016-024 funding for this event was not to exceed $5400.00 and would be shared with a 50/50 split between the City of Isanti and the City of Cambridge; and,

WHEREAS, the City of Cambridge contributed $2,275.00 directly to the City of Isanti's event fund, $150.00 deposit to the magician hired for the event, and $300.00 for their Public Works time for a total of $2725.00 (half of the event budget of $5450.00); and,

WHEREAS, the expenses paid from the C-I Joint Event Fund were $2,506.57, resulting in the City of Isanti responsible for $1,253.29 and the City of Cambridge responsible for $1,253.28; and,

WHEREAS, the City of Cambridge contributed $2,275.00 to the C-I Joint Event Fund, but only $1,253.28 of that was needed for the event, so a refund of $1,021.72 is needed;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve a check be written to the City of Cambridge for the excess funds contributed to the C-I Joint Event Fund for the "Two Cities, One Community" event held September 10, 2016 in the amount of $1,021.72.

This Resolution hereby approved by the Isanti City Council this 15th day of November 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

A Community For Generations.
Isanti

Request for Council Action

MEMO

To: **Mayor Wimmer and City Council Members**
From: Chief Gene C. Hill
Date: November 3, 2016
Subject: Purchase Two New Shotguns

Background:

In March of this year the City Council allowed the sale of legally seized / forfeited firearms in order to purchase two (2) updated shotguns for the police cars. The proceeds of the seized guns were applied as a credit towards the purchase of these shotguns and the balance of that purchase was paid from the Isanti Police Forfeiture Fund. A shotgun is a necessary piece of equipment and fulfills multiple rolls within the department. It was stated in March that when funds would allow the purchase of two additional shotguns, a recommendation to the Finance Committee would be brought forward. The city has four marked police cars and it is essential to have them identically outfitted. We do have two older shotguns still in service in these vehicles that have meet their life expectancy. By purchasing these two additional shotguns, all the officers would be using the same weapon system no matter what marked squad car they happen to be in, ultimately reducing accidental liabilities.

The department firearms instructors and our range master have selected the Kel-Tec KSG shotgun to fit the department's needs now and into the future in regards to fit requirements for its wide range in stature of its officers. The reason this weapon fits those needs is because of the 'bull-pup' design of the weapon, making it shorter than a traditional shotgun.

The shotgun would be purchased at wholesale pricing and the inclusion of night sights, adjustable down grip handle and sling would bring the total of each weapon to approximately $1,100.00. I am requesting that we purchase two (2) of these weapons which would be funded entirely from the forfeiture fund. As a note, $2500.00 was recently deposited into this account and two more vehicles will be sold at auction on December 10, 2016. The proceeds from this sale will also be deposited into the Forfeiture Fund. Also, the consideration that in 2017's budget, $6K would come from this account to fund other purchases…this would not jeopardize that budget action.

Action:

For the City Council to authorize its Chief of Police to move forward with a purchasing two (2) Kel - Tec KSG modern police shotguns as stated above to be funded through the PD Forfeiture Fund.

Thank you for your consideration
Chief Gene C. Hill

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO NEW KEL-TEC MODERN POLICE SHOTGUNS.

WHEREAS, the Police Department has forfeiture funds that allow the purchase of equipment that can be used during the lawful course of police work, and;

WHEREAS, this purchase would replace two older shotguns that have meet their life expectancy for law enforcement reliability and use, and;

WHEREAS, the purchase of two (2) Kel-Tec KSG modern shotguns tone purchased to upgrade current shotguns and be mounted for use within its police cars, and;

WHEREAS, the purchase will be funded through the police department's forfeiture fund, and;

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

1. That the City Council authorizes the Chief of Police to purchase and outfit two (2) new KEL-TEC modern police shotguns for official purposes from S.H.R. Sales of Isanti.

Adopted by the Isanti City Council this 15th day of November, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

The KSG is our first entry into the shotgun market. The size, shape and design are similar to the currently available Kel-Tec RFB rifle, but the KSG ejects downward, instead of forward. The KSG weighs 6.9lbs and is as compact as legally possible with a 26.1" overall length and an 18.5" cylinder bore barrel. Even with this compact size, the internal dual tube magazines hold an impressive 6 rounds of 12 gage 3" shells each, for a total capacity of 6+6+1 (7 per tube if using 2-3/4" shells). The simple and reliable pump action feeds from either the left or right tube. The feed side is manually selected by a lever located behind the trigger guard. The lever can be positioned in the center detent in order to easily clear the chamber without feeding another round from either magazine. A cross bolt style safety blocks the sear, and the pump release lever is located in front of the trigger guard.

The pump includes an under Picatinny rail for the mounting of a forward grip, or a light or laser. The included top Picatinny sight rail will accept many types of optics or iron sights. Forward and rear sling loops are built in, and a basic sling is included. The soft rubber butt pad helps to tame recoil.

ORDINANCE NO. ____

AN ORDINANCE TO APPOINT FINANCE DIRECTOR AS CITY TREASURER

WHEREAS, the City of Isanti is a statutory Plan A city; and

WHEREAS, State Statute 412.591, allows statutory Plan A cities to adopt an ordinance regarding the combining or un-combining City Clerk and City Treasurer positions; and

WHEREAS, the City Council adopted Ordinance No. 641 on April 19, 2016, temporarily combining the Offices of City Clerk and City Treasurer due to resignation of the City's former Finance Director and a vacancy in the City Clerk's office; and

WHEREAS, a City Clerk was hired and undertook those duties on May 9, 2016, and per Ordinance No. 641, the City Administrator continued service as the City Treasurer, until a new Finance Director is hired and takes office; and

WHEREAS, Ms. Jacqueline Fisher was hired to serve as Finance Director for the City of Isanti and has taken office. It is part of the duties of the Finance Director to serve as City Treasurer, as per City Code Chapter 33-10:

NOW, THEREFORE, the City Council of the City of Isanti, Isanti County, State of Minnesota hereby ordains as follows:

Section 1. The City Council appoints City Finance Director Jacqueline Fisher as City Treasurer for the City of Isanti.

Section 2. Effective Date. This Ordinance shall take effect upon its passage and publication by law.

Adopted and passed by the Isanti City Council on this 15th day of November, 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

Adopted Date: 11-15-16
Publication Date: 11-23-16

L.8.

RESOLUTION NO. 2016-_____

RESOLUTION ENDING PROBATIONARY PERIOD AND PROMOTION TO FULL TIME PERMANENT EMPLOYEE STATUS FOR HUMAN RESOURCES/CITY CLERK LINDSEY GIESE

WHEREAS, the City offered employment to Ms. Lindsey (McInnis) Giese as the Human Resources/City Clerk for the City of Isanti with a start date of May 9, 2016; and

WHEREAS, the City of Isanti's Personnel Policy requires a six month probationary period for new employees of the City; and

WHEREAS, Ms. Lindsey Giese has successfully completed his probationary period and is recommended by her Supervisor, City Administrator Don Lorsung to place her as a permanent full time employee for the City of Isanti.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Ms. Lindsey Giese, effective from November 9, 2016 obtains permanent status as a full time employee of the City of Isanti in the position of Human Resources/City Clerk with all responsibilities and benefits of that position.

2. That the City Administrator is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was duly adopted by the Isanti City Council this 15th day of November, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

L.9.

RESOLUTION NO. 2016-

A RESOLUTION APPROVING 2017 PARTNERSHIP WITH PARTNERS IN HEALTHY LIVING

WHEREAS, the City of Isanti remains dedicated to increasing awareness of an active lifestyle in the Community; and,

WHEREAS, city staff received approval from the City Council on January 5, 2016, Resolution 2016-005 to apply for grants pertaining to the community and farmers markets; and,

WHEREAS, the City of Isanti accepted a mini grant for $1000.00 from Partners in Healthy Living to support development of the community garden on June 7, 2016 and,

WHEREAS, the standing partnership agreement with Partners in Healthy Living is expiring; and,

WHEREAS, the City of Isanti has worked successfully with Partners in Healthy Living in the past, and would like to continue partnering in order to seek mini-grants up to $1000;

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

1. Approve the partnership of the City of Isanti with Partners in Healthy Living.
2. Authorize the Public Services Director and Community Events Coordinator to sign the required documents to uphold the partnership agreement.

Adopted by the Isanti City Council on this 15th day of November, 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
November 1, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:37 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, and Tara Hallberg

Commissioners Absent: Steve Lundeen

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

Motion to approve Agenda as presented by Lorinser, second by Collison, motion carried unanimously.

3. Approve Minutes of October 4, 2016 Regular Economic Development Meeting

Motion by Collison second by Lorinser to approve the minutes for October 4, 2016. Motion carried unanimously.

4. Review Framework for Marketing Initiatives and Strategy

Economic Development Director Sullivan highlighted items in the Framework for Marketing Initiatives and Strategy. Sullivan focused on examples of specific marketing efforts and the results that were generated. He stressed that the City was using multiple mediums to market to different audiences and that some if the efforts have been generating results. He also noted that there are many leads that are explored that end up not going anywhere. He stressed the fact that the most recent aerials are from 2011 and do not show the commercial, industrial and residential growth that has occurred which can be very misleading. Once aerials are flown the marketing materials produced will be more relevant. Building relationships with existing businesses and potential future business is key.

Discussion Ensued.

Isanti County Commissioner Warring indicated that Isanti County was looking at funding for new aerials to be flown in April 2017.

Members Dragisich and Collison indicated that they have seen posts on Linked In and that they were done well.

Consensus of the EDA was that Economic Development Director Sullivan was doing a great job and that the Economic Development Team should continue with the initiatives that were outlined in the strategy discussed and wait for the production of some marketing materials based on the new aerials to be flown.

No action was requested, none was taken.

5. Consider Advertising in North 65 Chamber – Isanti County Map

Economic Development Director Sullivan highlighted the staff memo touching on the history of the previous map done by the Cambridge Chamber of Commerce and the concept moving forward for the North 65 Chamber of Commerce. He acknowledged the disproportionate sizing of the Cambridge, Isanti and Braham maps in the Cambridge Chamber publication. He asked Melissa Bettendorf, President of the North 65 Chamber of Commerce, to have the maps be more proportional in the new North 65 Chamber of Commerce map being produced. Sullivan thought advertising in this map would be a good use of marketing dollars as long as the maps were proportional.

Discussion ensued.

President Wimmer expressed his dissatisfaction with the fact that there was not a mock-up done for the proposed map. He stressed that before the EDA should consider investment in this marketing medium the EDA needs to know what the final product will look like. He understood why the Cambridge Chamber of Commerce Map has Cambridge larger than Isanti but could not understand why Isanti was shown in an equal size to Braham. He has no interest in advertising in a map that does not show a true representation of the size of the City of Isanti and relation to the other cities in the individual map section.

Chamber President Melissa Bettendorf stated that she was unable to get a mock map done in time for the meeting and thanked Economic Development Director Sullivan for submitted corrections to the Isanti base map. They are in the draft stage she will provide a draft when available. She picked up this project which was started by Eric Champion some time ago and was trying to move it forward. She also indicated that the sizing of the maps should be adjusted.

Member Dragisich indicated that for the cost he thought investment in this map would be worth it as long as Isanti is shown nicely.

President Wimmer is concerned that if a map shows Isanti disproportionately small it will hurt Isanti. We are not the same size as Braham and it should not be represented that way. Proportionality is important.

Member Lorinser expressed the same concern as President Wimmer and that at times we have been viewed as the little brother of Cambridge and that we are not.

Discussion ensued.

Consensus by the EDA was to wait until a map proof was available showing the layout, content and sizing before considering whether or not to advertise in the map. It would then be reviewed, approved or denied by City Council when it's ready.

6. Other Business / Updates / Communications

Sullivan highlighted items on the Staff Memo.

President Wimmer indicated the Senator Klobuchar and Governor Dayton have shown interest in supporting programs like MIF and JCF in meetings the City has been present. These programs have been under attack and need to be supported. Sen. Klobuchar had some good suggestions regarding the Rail Industrial Park and customs from regional airports.

Member Dragisich asked about status of Coborn's project.

President Wimmer stated Coborn's submitted a site plan for the gas station, canopy and kiosk. Plans were not submitted for a convenience store and /or car wash. The car wash and convenience would come at a later date but is was not certain. From a business standpoint they are doing incredibly well.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee
e. CVN
f. MN Real Estate Journal Industrial Conference – November 17, 2016
g. CGI
h. Promotional Bag and Welcome Brochure
i. Minnesota Manufacturing Week Visits
j. Governor's Council on Freight Rail
k. 100- 102 Dahlin
l. Housing Starts in 2016
m. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lorinser motioned, seconded by Collison to adjourn at 8:15 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 1st Day of November, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
NOVEMBER 9, 2016

M.2.

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Wayne Traver, Greg Cesafsky, and Jim Kennedy.

Members Absent: Steve Lundeen (notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: Clark Joslin, Isanti City Attorney

D. Agenda Modifications.

None.

2. Approval of Minutes from October 11, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Kennedy second by Bergley to approve the October 11th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Revisions to the plans based review comments from the Community Development Director and City Engineer.

Motion carried unanimously.

B. Request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Dave Meyer, Coborn's Representative, approached the podium to state he was available for questions and that he has a representative from Rice Companies along to answer questions as well.

Bergley asked if Mr. Meyer had met with the Mayor, Sean Sullivan and the Economic Development Authority.

Meyer stated that he had not met with the EDA, but had spoken with the Mayor about the change.

Bergley stated the matter had been discussed at City Council and he was under the impression that the convenience store was going away, but because the water was installed for the car wash, that the car wash would still be installed.

Meyer stated that he had informed the Mayor that would be the intent, but he wasn't going to promise it will get done at the same time. It's an economic decision at this point because the tanks are in the ground and can be pumping gas relatively quickly. Coborn's is looking to install the car wash next year, but they don't want to say that for sure because they don't have the capital approved to do so at this time, but the infrastructure is there.

Bergley stated that this matter will be forwarded on to the City Council and the matter can be further discussed there. Bergley mentioned that it was his impression that the City wanted to see the car wash installed because the infrastructure was there the City wanted the water to be used. He was under the impression there was a compromise that the convenience store didn't need to be built but the car wash did.

Meyer informed the Planning Commission that their short-term intent would be to do that, but the plans at this time are just to finish the gas canopy area.

Bergley stated he had no further questions.

The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Resubmittal and approval shall be required for the future construction of the convenience store and/or car wash.

Motion carried unanimously.

C. Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts, Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District, and Section 12 Tier One Districts and Amend the Zoning Map to Include Specified Properties Zoned B-2 and T1-B along Highway 65 within the Highway 65 Corridor Overlay District.

Cesafsky read the item into the minutes.

Achman presented the staff memo and a full summary of the ordinance.

Cesafsky opened the public hearing.

Brian Strike, 409 Broadway St SE, Strike Funeral Home, wanted to express his concern over the zoning change and the overlay. He stated that his parents, Hugo and Elaine Strike, had dropped off a letter to the Planning Commission earlier in the week. Strike stated that his concern is that their businesses hands will be tied and they won't be able to make any structural changes to their building, which is a concern for them. He mentioned that they've completed some remodeling and are in good shape right now, but the zoning change is forever. Strike stated he has no immediate plans for the building but something similar to what they did in Cambridge may be a possibility at some point. They bumped the building out by three feet to accommodate more DVD programs; changing things to meet the public's needs. Strike described a few things that may be future projects for their building; covering the garage, adding on to the lobby. Change is critical in a business to be able to grow long term. He stated they could still redecorate, but they couldn't do anything substantial. It was stated that if a business doesn't change over time, they are at a severe disadvantage. Strike stated that he doesn't foresee another funeral home coming to Isanti, but then again, the City now has two grocery stores. Strikes informed the Planning Commission he understood that additional parking would be required and it will be a challenge to obtain it, but he hopes the City would help them find a way to make it work. It may be possible to put 8-10 more stalls on the existing lot. In addition, Strike felt it may be possible to work with the lot to the north of their business in order to obtain the additional parking. He stated that working with a neighboring business may help that lot develop as well. Strike explained that they have done it before with Walgreens in Cambridge. They obtained a permanent, exclusive easement for 13 parking spots from Walgreens. It wasn't required by the City, but Strikes wanted to provide more parking for their patrons. He further explained that actions like that are hard to do and they are expensive to do, but at least it's a possibility. Strike stated that's all the funeral home is asking for is a chance if and when they come up with a project. With the proposed ordinance, Strike felt they would have no chance to expand their business or parking. He stated that if they had even a small chance to work with someone who may develop north of them, it would be worth it. Strike went on to explain a few options he felt were worth the Planning Commission considering. One would be to include funeral home in the permitted uses within the district. Move the zoning across the street so that it would start right across from Strike Funeral Home. Lastly, add a condition for existing businesses that will become non-conforming uses within the district to have the ability to grow by at least 10 percent. Strikes stated he spoke with the Mayor about adding a provision for 10 percent, but after doing some calculations, Strike felt that 10 percent was light and that it should be more like 15 percent. They could live with 10 percent, but that is only about 620sf for their building. Strike stated that the only businesses excluded from the district are his and John Deere from his understanding so he felt allowing an increase in the business would only affect two businesses in the district.

Bergley asked Strike to repeat option number three.

Strike repeated option number three to allow some expansion and further stated that he is open to other options but would like the ability to make small changes to his building. He felt it would be reasonable to have that ability in the long run.

Traver asked if Strike's had any plans for future expansion.

Strike stated he doesn't foresee any plan in the next 3-5 years. They completed a major remodeling a few years ago. He explained some of the remodeling that has occurred at their Cambridge building. They have remodeled the Isanti business four or five times since it was built in 1965 and it's in pretty good shape, so, there are no immediate plans for changes to the building.

Bergley asked Strike if people can see his business pretty readily from the highway.

Strike said it is difficult to see from the highway. Their business is sometimes hard to find, but he felt it was a good transition from the commercial district to the residential district.

Bergley stated it was hard to see it when driving south, but was guessing the building wasn't visible at all when driving north. Bergley further commented that from an aesthetic point, the building is nice looking and he wouldn't be ashamed to have it along Highway 65. Bergley stated that since it's not visible he's not sure why it's on the list.

Kennedy asked why the old businesses are involved with this district, they should all be grandfathered in.

Achman stated that the businesses are grandfathered in as far as use. They are allowed to remain; they just cannot expand. The business could stay there for 100 years if they chose. Kennedy asked why they couldn't expand. Achman explained that they are not a permitted use within the district.

Cesafsky asked if there was a reason funeral homes were excluded from the district.

Achman explained that the focus was to have uses that were draws to the community.

Bergley asked why the district boundary line couldn't change. He felt their building was aesthetically pleasing and they've been here 51 years. Bergley stated he wouldn't be very pleased if someone told him he couldn't expand his business.

Achman stated she wouldn't advise changing the boundaries of the district. That would be an obvious exclusion of a business to benefit them. She further stated they would need a rational reason to do so.

Bergley asked which of the options staff would advise them to choose.

Achman stated she would explain to them the research that was conducted. She informed the Planning Commission that the option to allow an expansion to non-conforming uses was explored deeply and found to not be in the city's best interest. The expansion to non-conforming uses would need to be allowed in all districts, which causes concern. The reason for rezoning's and businesses becoming non-conforming, is to change and shape the district. For example, 1st Ave NW in the downtown area has many houses that are non-conforming uses right now. If they were allowed to expand, the district would take much much longer to transform in to a downtown business district.

Bergley stated that the Planning Commission should place funeral homes within the permitted uses in the overlay district. He agrees with Mr. Strike in that he cannot imagine another funeral home coming in to the city, and furthermore, he hasn't seen an unpleasing funeral home. Bergley stated he wouldn't be ashamed to have their business expand. He stated another option would be to install some trees so the business wouldn't be seen from Highway 65.

Achman explained that it's not an aesthetic issue with funeral homes. There is nothing wrong with the way Strikes Funeral Home looks.

Bergley stated that's what it feels like with the way the ordinance is structured and that we want people to stop and view the city.

Achman further explained that the City wants to have businesses along the corridor that people want to stop at and visit; things that will pull people in.

Bergley felt that funeral homes were something that people stopped for and came to view.

Cesafsky felt that the overlay district was to protect the value of the city and to maintain a high-quality gateway into the city.

Kennedy said he can understand this for new businesses but not existing businesses.

Cesafsky asked how the new overlay district affects the changes that Strike Funeral Home can make today.

Achman stated that if funeral homes were permitted within the overlay district they would need to meet the aesthetics, which may not be an issue. There would still be issues that would need to be addressed such as the parking, setbacks, the fact that there is a residence attached to the business, which is a non-conforming use in the current district. It is still a non-conforming use of the property. The overlay district doesn't change things a lot for the funeral home.

Strike stated he couldn't expand at all with the overlay district.

Achman explained there are a number of issues with the property right now that would need to be worked out before anything could happen with this property.

Strike stated he would like to work with the city to figure something out. He stated he hopes the city would help with the parking issue.

Bergley stated he was confused and wanted to know how the overlay district affected Strike Funeral Home.

Achman explained that if the business is not a permitted use in the overlay district, they cannot expand. She further stated that right now they have performance standards that aren't met, which is making them non-conforming.

Bergley restated his understanding was that they can't expand as they sit right now. Achman confirmed.

Kennedy had questions on the fact that a residence was attached to the funeral home.

Strike explained that the home has always been a part of the business since it was constructed in 1965 and since residence are not a permitted use in the existing zoning district, they cannot expand. Achman confirmed that was correct.

Kennedy stated that it was permissible to construct that residence and business at the time it was constructed in 1965 and then an ordinance was passed and now he can't live there anymore. This isn't North Oaks. This is Isanti.

Strikes stated he received a permit for remodeling. Achman stated that remodeling is permitted. Expansion is not.

Cesafsky stated that as the business sits today, there are issues, but there's a chance for changes. With the rezoning, the door would be closed.

Bergley asked if a conditional use permit would be needed right now if they wanted to expand their business.

Traver asked if it was an option to table the items and gather more information.

Achman stated it would not be a conditional use permit. A variance would need to be granted in order to expand at this time. A variance from the required performance standards.
Clark stated that if the item is tabled it will delay action the City Council can take on the matter. The City Council will need a report and a recommendation one way or the other. What the law provides is that if the Planning Commission doesn't make a recommendation within 60 days from the date in which the matter was submitted to the Planning Commission, then the City Council could act.

Kennedy stated they could table the matter. Clark reiterated that would delay the action the City Council could take.

Bergley asked if there was a rush to implement the overlay district.

Achman stated that there has been considerable time and effort put into the ordinance. The matters have been reviewed with Mr. Strike. And the options for Mr. Strike have been vetted through. What is being presented is the recommendation by staff and others who have helped to draft the ordinance.

Bergley stated that Strikes letter makes it sound like there is some back and forth on the options, and he doesn't doubt that staff has put an effort forth in reviewing the options and meeting with Mr. Strike. He further stated that he hates to tell a business that has been in operation for 51 years with an exemplary reputation that they can't expand. He just wants to know that everything has been done and that everyone involved has been talked to.

Achman stated that out of everyone that was notified, Strike's the only opposition that we've received comments from. Staff has completed a lot of research and really does feel that the ordinance presented does provide for what is in best interest for the City of Isanti. Allowing for non-conforming uses to expand is not going to provide anything beneficial to the city.

Bergley stated he respectfully disagrees. He stated he feels the Strike Funeral Home is aesthetically pleasing and would be proud to have someone drive through and say they like the way Strike Funeral Home presented themselves.

Cesafsky asked it if would be possible to make a recommendation that the ordinance be approved with conditions, such as including funeral homes within the permitted uses. Achman stated it was possible. Cesafsky stated that he agrees with the overlay district but he can see where Bergley is coming from.

Kennedy stated he agrees with the ordinance for new businesses.

Travers stated that Strikes is not just a business, it's also a residence, and everything about it is non-conforming.

Cesafsky asked how Isanti County Equipment is affected.

Achman stated they would not be allowed to expand. They can remain there, but not expand.

Cesafsky asked what that business was classified as. Achman stated that they would have fallen under farm implement.

Bergley asked Strike if he would be happy being added to the permitted uses list. Strike confirmed that he would.

Dwight McCullough, part owner of BMC Auto at 444 E Dual Blvd, approached the podium and stated that his business is outside of the overlay district but he has concerns that one day they will be subject to the same standards down the road.

Bergley stated he's not concerned about the overlay district expanding. The purpose of the overlay is to make Isanti aesthetically pleasing from the highway. He stated he's been privy to a lot of the conversations and doesn't feel this will affect McCullough's business.

Achman stated she doesn't see any changes coming for that area any time soon.

Connie Anderson, 409 Shawn St SE, approached the podium to state that there is a concern in the neighborhood about what is going to happen to the homes along Candy Ave SE, Richard Ave SE and Shawn St SE. They are stuck on an island in the middle of a commercial district. Anderson stated that she understood the overlay district wouldn't affect the residence but wanted to know if coming down the road they be told they need to brick their house because they are right on the highway and very visible.

Achman stated she doesn't foresee anything like that coming along. She stated there hasn't been any discussions about changes to that area.

Anderson stated there is a commercial piece to the south of her, so she expects that a day will come along when the city wants that whole block to be commercial. She further stated that her neighbors have voiced a similar opinion.

Achman stated again that there have been no discussions of any matter like that.

Anderson asked if there was a reason the parcel between Palomino and Shawn Street is zoned commercial.

Clark stated it was zoned commercial because it was kiddy-corner from the commercial property on the opposite side of the street and there were commercial plans at that time to develop the property. It was determined under the comprehensive plan at that time that it was appropriate for that to be commercial.

Cesafsky asked in order to alleviate Andersons concerns, is it possible to rezone that residential area to commercial.

Clark stated that it would be possible but it's not in the comprehensive plan and there's no thought to even move in that direction. Clark stated that none of us can see what will happen down the road but there is no discussion of such possibility at this time. Clark further stated that it's important to know and clarify that zoning changes, such as what is being proposed, existing uses in place can remain in place as long as that use continues. It can be maintained and wouldn't be subject to the standards unless there is a change to the property. Then the property would be required to be brought into conformance. But a non-conforming use cannot be expanded on. There are two types of issues that are at play. One is the type of use of the property, as is the case with Strike Funeral Home. With the proposed ordinance, they would be allowed to continue to operate forever so long as they continue to operate without discontinuing for one year or more. The other thing that comes in to play, besides the use, is the performance standards. The building doesn't need to be improved unless the building is changed, for example, renovating the whole exterior of the building as opposed to just performing maintenance of it, then it would need to be brought up to the standards. The buildings can be maintained, but there cannot be an expansion of the footprint. That is how the term "grandfathering" or legal non-conforming came into use. You cannot put someone out of business without there being an eminent domain proceeding; there would have to be payment for the taking of the property. But that isn't what is being proposed here, just the zoning is changing.

Anderson asked why the property on the east side of the highway isn't part of the corridor. Achman clarified that it was residentially zoned.

Jerry Laase, Isanti Ready -Mix, 28103 Hwy 65, Isanti, approached the podium asking if he could expand as Tier 3.

Achman stated that Mr. Laase's business is already an existing non-conforming use. Laase asked if his business was now done after 40 years. Achman clarified that the rezoning that affected his property occurred a number of years ago when that area was taken into the city's zoning jurisdiction.

Laase stated that he's in Isanti County, not the City of Isanti. Achman reiterated that the City of Isanti has zoning jurisdiction over that area. Lasse stated that changes need to be made with the County Commissioners and County Planning Commission to go over the City's head to make the appropriate changes. He stated he now has 83 acres that he can't do anything with.

Clark stated he can continue to do business as he has been. Laase stated that the City is putting Strike out of business, to which Clark stated that Strike's is not being put out of business, they just cannot expand.

Laase said this cannot be voted in and continued to describe how the County needs to take back authority and that new County Commissioners need to be voted in. Laase and Kennedy continued discussions on voting and County Commissioners.

Cesafsky called the meeting to order.

Laase explained that he thought the overlay district was now only encompassing the part of his property closest to Highway 65. So, if the back part of his property is rented out, he doesn't need to go to the City for permission, he can go to the Township.

Achman clarified that he would still need permission from the City. She further explained that Laase's entire property is zoned Tier 1 – Business, not just a portion of it. The overlay district line is an arbitrary line that indicates that when, and if, the property develops, that section would be subject to the overlay district requirements. The boundary is in line with 6th Ave. Achman explained that Laase's property has been in the Tier 1 – Business District since at least the early 1990's.

Bergley informed Laase that he didn't think his issue is with the overlay, it's with a decision that was made many years ago.

Laase stated that his land is in Isanti Township. Achman confirmed that was true, but the City of Isanti has zoning jurisdiction over it.

Trey Laase, Isanti Ready-Mix, approached the podium to ask how they are expected to stay in business without being able to expand. Why does the City want to play the role of forcing businesses out? He felt there should be variances or expansions allowed.

Achman stated that Isanti Ready-Mix is already a non-conforming use that would not be allowed to expand. That was a decision that was made in the early 1990's. The overlay does not affect Isanti Ready-Mix because it's already a non-conforming use.

Trey Laase explained that they have never gone to the city meetings because they are in the township, not the city. He stated that it's looking like they may need to move out of Isanti if they want to expand their business. He further stated that it sounds like they missed something along the way that was important to them. Trey Laase stated he felt that any previous business shouldn't be under these regulations.

Bergley again restated that the decision on this property years ago. He stated that Isanti Ready-Mix can't expand base on something in the 1990's, not what's happening right now.

Jerry Laase restated that it comes down to the County Commissioners.

Clark clarified the County has no authority to "take it back". It's under city jurisdiction.

John Hendrickson, owner of 703 Heritage Blvd NE, approached the podium to ask about how the boundary line for the overlay district appears to split his property. Does the property have to be subdivided? Hendrickson stated he understood the front part of the property against Highway 65 would be subject to the overlay district, but wanted to know if the back portion of the property would also need to meet those requirements.

Achman explained that it would depend on how the property is split. Any property that is west of where 6th Ave would go would be subject to the overlay district standards and any property to the east of 6th Ave would be subject to the B-2 standards. The way the current boundary line is drawn, is to reflect where 6th Ave would be located based on ghost plats from years ago.

Hendrickson asked if he needed to split the property at this time or if it could sit until it was ready to be developed. Achman confirmed that it did not need to be split with the passing of the overlay district. Hendrickson asked if a large retail store such as Walmart could be within the overlay district. Achman stated that it would be an allowed use.

Cesafsky asked if there was anyone else from the public who wished to speak. Seeing no one, the public hearing was closed.

Bergley stated that with respect to the hard work that was put in by staff and others, in the drafting of the ordinance, he recommends the passing of the ordinance with the condition that funeral homes are a permitted use within the district.

Motion by Bergley second by Traver to recommend approval of the request from City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts and Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District and to Amend the Zoning Map to Include Specified Properties Zoned B-2 and T1-B along Highway 65 within the Highway 65 Corridor Overlay District based on the Findings of Fact and Conclusions with the condition that Funeral Homes be a Permitted Use within the Highway 65 Corridor Overlay District. Motion carried 3-1 with Kennedy voting Nay.

4. Other Business.

A. Request from Allina Health and MSP Commercial for Approval of a Signage Master Plan for the facility located at 300 5th Ave NE.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Bergley asked if traffic was taken into consideration for the signs along Highway 65.

Achman stated they are set back quite always from the highway due to the amount of right-of-way.

Motion by Kennedy second by Cesafsky to recommend approval of the request from Allina Health and MSP Commercial for Approval of a Signage Master Plan for the facility located at 300 5th Ave NE. Motion carried unanimously.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Bergley second by Kennedy to adjourn the November 9th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 8:12 p.m.

Dated at Isanti, Minnesota this 9th day of November 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

M.3.

A Community For Generations.

Isanti

Isanti Police Department Monthly Report

October 2016

Reported Crime	Month to Date	Year to Date
Theft	12	125
Assault	4	37
Vandalism/Damage to Property	10	81
Narcotics	5	35
Burglary	2	24
Domestics	6	71
Crim Sex	0	5
Robbery	0	0
Loud Party/Disturbance	7	108
Medical	21	217
Permit to Purchase (Eff 3/1/2016)	8	54

Traffic Offenses	Month to Date	Year to Date
No Insurance	8	80
DUI	0	18
Accidents	5	65
Hit & Run	0	3
Warrant P/U	6	47
Speed	19	193
DAR/DAS	8	38
Administrative Citations (Including Speed)	3	113

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	36,037	1,648	14,765
Dodge 222	107,745	1,077	15,467
Dodge 225	156,275	453	11,867
Chevy Silverado 224*	OUT OF SERVICE		738
Chevy Silverado 220	100,527	182	3,053
Chevy Impala 223	80,030	919	4,397
Ford Explorer 224	13,401	2,064	13,401

CEZT SCORE CARD

October 2016

CEZT SCORECARD

CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**613**	**572**	**512**	**414**	**311**	**229**	**143**
TOTAL OPEN CASES	**25**	**37**	**51**	**80**	**38**	**59**	**36**
VIOLATIONS CLOSED THIS PERIOD	**48**	**75**	**109**	**67**	**78**	**66**	**35**
NEW ISSUES THIS PERIOD	**41**	**60**	**98**	**103**	**82**	**86**	**40**
CAN-Proh Animals							
CCV-Comm Vehicle Storage	1						
CDO--Dogs							
CPA-Park & Store	26	35	24	40	19	22	34
CSN-Snow Removal							
CSP-Solicitors/Peddlers							
CST--Fish Houses, PODS, Rolloffs							
NEX-Exterior Structure, Paint/Repair		1	2	1			1
NGA-Garbage Service & Storage							
NGR--Grass Length	4	9	60	60	62	63	
NJU--Junk/Brush	8	10	12	2	1	1	1
NUV-Unlicensed vehicle or missing plates	2	5					2
ZAC-Accessory Building							
ZFE-Fence							2
ZTD--Temporary Dwelling							
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	46	62	154	108	92	86	
Administrative Citations Issues/period	1	1	0	0	1	3	4
Criminal Citations Issued/period							
Abated Properties/Period	0	9	7	23	14	14	
Admin Hearings Requested							
Admin Hearings Held w positive judgement							
Criminal trials w positive judgement							
AVERAGE TIME TO COMPLIANCE	**28**	**14**	**13**	**15**	**14**	**11**	**15**

M.4.

CITY OF ISANTI MONTHLY REPORT

October 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	8	49	$0.00	$0.00	$8.00	$7,000.00	$640.00	$3,920.00		
Decks	2	29	$7,000.00	$89,735.32	$3.25	$27,444.75	$340.72	$4,483.72		
Basement Finish	2	17	$18,694.25	$124,907.83	$9.33	$0.00	$632.77	$4,038.06		
Addtns. Remodel	0	3	$0.00	$41,676.86	$0.00	$0.00	$0.00	$996.42		
Garages / Sheds	0	3	$0.00	$10,000.00	$0.00	$0.00	$0.00	$439.40		
Miscellaneous	7	108	$0.00	$68,557.11	$7.00	$0.00	$810.00	$12,936.75		
Single dwellings	3	58	$477,658.72	$9,752,807.08	$228.92	$0.00	$6,993.09	$134,727.01		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	9	83			$9.00	$9.00	$675.00	$6,305.00		
Plumbing	7	89			$7.00	$8.00	$755.00	$10,715.00		
									$23,949.00	$399,150.00
Resid. Totals	**38**	**439**	**$503,352.97**	**$10,087,684.20**	**$272.50**	**$34,461.75**	**$10,846.58**	**$178,561.36**	**$23,949.00**	**$399,150.00**
Commercial										
New Buildings	0	4	$0.00	$5,650,000.00	$0.00	$0.00	$0.00	$49,049.53		
Addtns./Remodel	0	8	$0.00	$1,879,000.00	$0.00	$0.00	$0.00	$16,993.72		
Plumbing	2	11	$18,000.00	$234,505.00	$62.44	$62.44	$2,178.20	$6,575.36		
Mechanical	1	8	$0.00	$507,798.00	$107.20	$107.20	$3,216.00	$11,555.22		
Roofing	0	1	$0.00	$0.00	$0.00	$0.00	$0.00	$80.00		
Tenant Change/Fill	1	28	$0.00	$1,692,205.00	$1.00	$1.00	$50.00	$21,294.13		
Comm. Totals	**4**	**60**	**$18,000.00**	**$9,963,508.00**	**$170.64**	**$170.64**	**$5,444.20**	**$105,547.96**	**$0.00**	**$218,414.88**
Resid. Plus Comm. Totals	**42**	**499**	**$521,352.97**	**$20,051,192.20**	**$443.14**	**$34,632.39**	**$16,290.78**	**$284,109.32**	**$23,949.00**	**$617,564.88**

M.5.

YEARLY BUILDING PERMIT COMPARISONS

YTD Oct 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	268	3	0	0	$1,926,948.00	$44,416.18	$21,918.00
2013	0	0	0	0	$0.00	$0.00	$0.00
2014	437	34	0	2	$14,621,172.44	$172,167.41	$280,048.17
2015	0	0	0	0	$8,026,537.06	$147,002.54	$279,405.00
2016	499	58	0	4	$20,051,192.20	$284,109.32	$617,564.88

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,660.48
February	43	$3,603,092.10	$38,740.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	80	$6,057,162.93	$73,228.05
June	62	$1,354,717.77	$28,061.92
July	58	$320,077.97	$10,400.69
August	49	$1,894,275.41	$25,748.23
September	40	$2,820,069.41	$33,283.12
October	42	$521,352.97	$16,290.78
November	0	$0.00	$0.00
December	0	$0.00	$0.00
Totals	499	$20,051,192.20	$284,109.32

BOLTON & MENK

Real People. Real Solutions.

M.6.

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

MEMORANDUM

Date: November 9, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E

Subject: Project Status Report
Isanti, MN
Project No.: R13.111162

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

1) **Palomino Road Preliminary Engineering Report**

We will determine right of way lines this month and begin drafting the report.

2) **Railroad Avenue Trail Infill Study**

We have surveyed the project area and are researching the parcels

3) **2017 Pavement Maintenance Project**

We will create the plans and specs for the option the City selects.

4) **MS4 Phase 2 & 3 Implementation**

Based on committee recommendation, we will bring a proposal to Council to aid the City in meeting the requirements of the MS4 permit for Phase 2 and Phase 3 of the implementation schedule.

5) **City Hall Parking Lot Expansion**

Final punchlist items have been addressed and the project will be closed out.

6) **Wastewater Treatment Improvements**

The Contractor plans to perform the following work this month:
- Construct masonry on the pretreatment building,
- Install piping from the new pretreatment building to the new control structure
- Install new aeration headers in pond #6
- Pour concrete channels inside the pretreatment building

7) **Whiskey Road Walk Infill Study**

We have created a draft report for City comment.

8) **1st Avenue Sidewalk & Curb Replacement**

We have created a draft plan set for City comment.

In addition to the current projects listed above we have completed and accepted 44 private developments and 48 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

Bolton & Menk is an equal opportunity employer.

AGENDA

CITY OF ISANTI
CANVASS BOARD OF THE CITY COUNCIL
6:50 P.M. - TUESDAY, NOVEMBER 15, 2016
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Business Items
1. Resolution Canvassing Returns for the Municipal General Election

Adjournment

RESOLUTION NO. 2016-XXX

E.1.

A RESOLUTION CANVASSING RETURNS FOR THE MUNICIPAL GENERAL ELECTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it is hereby found and determined and declared that the General municipal election held in and for said City on November 8, 2016 was in all respects duly and legally held and the returns thereof have been duly canvassed, and the votes cast at said election were as follows:

For Council-at-large, (two) four year terms:

Ross Lorinser	1,041
Steven Lundeen	1,493
Juanita Stumne	699

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that the Abstract of Votes Cast is hereby approved; and

FURTHERMORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that Steven Lundeen and Ross Lorinser are duly elected to the City Council, each for a four year term.

This resolution is duly adopted by the Isanti City Council this 15th day of November 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

Polling Place
Precinct Summary Statement

Precinct _____ **GENERAL ELECTION** _____
NOVEMBER 8, 2016
_____ **ISANTI CITY P1** linnesota

Date _____

Number of Election Judges who worked in this precinct: * 11

Number of Voting Booths in this precinct: * 8

Registration Statistics:

Number of Persons Registered at 7:00 AM: *1. 1671

Number of ***New Registrants*** on Election Day: *2. 365

Ballots Delivered to the Precinct:

Ballots Delivered as Certified by Election Administrator. 3. 2050

Ballot Count Adjustments from Ballot Count Log (+/-) 4. 0

Number of Unofficial Ballots made 5. 0

Total Number of Ballots Delivered to Precinct (3 + 4 + 5) = A **A** 2050

Ballots Not in Ballot Box:

Number of Spoiled Ballots *6. 15

Number of Originals for which Duplicates have been made *7. 0

Number of Unused Ballots 8. 641

Total Number of Ballots NOT in the ballot box(6 + 7 + 8) = B **B** 656

Ballots Cast in the Ballot Box:

Total Number of ***Signatures*** on Roster
Include Election Day Registrations
Do Not Include AB Notations on Roster 9. 1394

Total Number of Ballots in the Ballot Box = C (same as line 9) **C** 1394

Ballots Returned to Election Administrator:

Ballots Returned to Election Officials from the Precinct (B + C = D) **D** 2050

Difference for Election Administrator Notation on Delivery Record (A - D = E) **E** 0

Polling Place

GENERAL ELECTION
NOVEMBER 8, 2016
ISANTI CITY P2

Precinct _____ , Minnesota

Date _____

Number of Election Judges who worked in this precinct: * 9

Number of Voting Booths in this precinct: * 10

Registration Statistics:

Number of Persons Registered at 7:00 AM: *1. 1190

Number of ***New Registrants*** on Election Day: *2. 205

Ballots Delivered to the Precinct:

Ballots Delivered as Certified by Election Administrator. 3. 1500

Ballot Count Adjustments from Ballot Count Log (+/-) 4. ~~0~~

Number of Unofficial Ballots made 5. ~~0~~

Total Number of Ballots Delivered to Precinct (3 + 4 + 5) = A **A** 1500

Ballots Not in Ballot Box:

Number of Spoiled Ballots *6. 15

Number of Originals for which Duplicates have been made *7. ~~0~~

Number of Unused Ballots 8. 534

Total Number of Ballots NOT in the ballot box(6 + 7 + 8) = B **B** 549

Ballots Cast in the Ballot Box:

Total Number of ***Signatures*** on Roster
Include Election Day Registrations
Do Not Include AB Notations on Roster 9. ~~946~~ 951

Total Number of Ballots in the Ballot Box = C (same as line 9) **C** ~~946~~ 951

Ballots Returned to Election Administrator:

Ballots Returned to Election Officials from the Precinct (B + C = D) **D** ~~1895~~ 1500

Difference for Election Administrator Notation on Delivery Record (A - D = E) **E** ~~395~~ 0

AGENDA

CITY OF ISANTI
CANVASS BOARD OF THE CITY COUNCIL
6:50 P.M. - TUESDAY, NOVEMBER 15, 2016
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Business Items

1. Resolution Canvassing Returns for the Municipal General Election

Adjournment

E.1.

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A RESOLUTION CANVASSING RETURNS FOR THE MUNICIPAL GENERAL ELECTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA, that it is hereby found and determined and declared that the General municipal election held in and for said City on November 8, 2016 was in all respects duly and legally held and the returns thereof have been duly canvassed, and the votes cast at said election were as follows:

For Council-at-large, (two) four year terms:

City of Isanti General Election 11/08/2016			
Unofficial Totals			
Council Member			
	P-1	**P-2**	**Total**
Ross Lorinser	579	462	1041
Steven Lundeen	882	611	1493
Juanita Stumne	423	276	699
Write In Votes	19	12	31
Over Votes	0	0	0
Under Votes	1299	889	2188
Total Votes Cast	3202	2250	5452

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that the Abstract of Votes Cast attached as Exhibit 'A' is hereby approved; and

FURTHERMORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA that Steven Lundeen and Ross Lorinser are duly elected to the City Council, each for a four year term.

This resolution is duly adopted by the Isanti City Council this 15th day of November 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

EXHIBIT A

Abstract of Votes Cast
In the Precincts of the City of Isanti
State of Minnesota
at the STATE GENERAL ELECTION
Held Tuesday, November 8, 2016

as compiled from the official returns.

Summary of Totals
City of Isanti
Tuesday, November 8, 2016 STATE GENERAL ELECTION

of persons registered as of 7 a.m.	2861
of persons registered on Election Day	619
of accepted regular, military, and overseas absentee ballots and mail ballots	381
of federal office only absentee ballots	0
of presidential absentee ballots	0
nber of persons voting	2726

Summary of Totals
City of Isanti
Tuesday, November 8, 2016 STATE GENERAL ELECTION

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

lember (Isanti) (Elect 2)

NP	NP	NP	WI
Ross Lorinser	Steven Lundeen	Juanita Stumne	WRITE-IN**
1041	1493	699	31

Detail of Election Results
City of Isanti
Tuesday, November 8, 2016 STATE GENERAL ELECTION

	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
: ISANTI P-1	1671	387	1601
: ISANTI P-2	1190	232	1125
anti Total:	2861	619	2726

Detail of Election Results
City of Isanti
Tuesday, November 8, 2016 STATE GENERAL ELECTION

le: Council Member (Isanti) (Elect 2)

	NP Ross Lorinser	NP Steven Lundeen	NP Juanita Stumne	WI WRITE-IN**
: ISANTI P-1	579	882	423	19
: ISANTI P-2	462	611	276	12
	1041	**1493**	**699**	**31**

egally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by eac and have specified the number of votes for and against each question voted on, at the STATE GENERAL ELECTION held on Tuesday, November 8, 2016

ırs by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of tness our official signature at _____ in _____ County this _____ day of _____, 201

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of canvassing board

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_____, Clerk of the City of Isanti do hereby certify the within and foregoing _____ pages to be a fu
ıpy of the original abstract and return of the votes cast in the City of Isanti STATE GENERAL ELECTION held on Tuesday, November 8, 2016.

ny hand and official seal of office this _____ day of _____, 2016.

_____

Isanti City Council		
Write-In Votes		
Write-In	**Precinct 1**	**Precinct 2**
Dan Collison	1	
Jackson Sviozlond	1	
Alyssa Blatz	1	
Tom Aleckson	1	
Nathan Holt	1	
George Wright	1	
Mark Townswich	1	
Russel Gilyard	1	
Kanye West	1	
Danielle Illg	1	
Jason Illg	1	
None of the Above	1	
Blank	7	4
Jim Kennedy		1
Nick Davidson		1
Justin Grahams		1
Brad Atrkins		1
Leah Lindell		1
Gerald Frascone		1
Rick Wegwerth		1
Tim Mor		1
Total by Precinct	19	12
Overall Total	31	

Absentee Summary - General Election November 8, 2016						
City of Isanti P-2, Isanti County						
		ISD 911			Total	
	DS 200 - In person	Mail Envelopes	Total	DS 200 - In person	Mail Envelopes	Total
REGISTRATION STATISTICS						
1. Election Day New Registrants						
11/1/2016	2	-	2	2	-	2
11/2/2016	1	-	1	1	-	1
11/3/2016	1	10	11	1	10	11
11/4/2016	5	-	5	5	-	5
11/5/2016	2	1	3	2	1	3
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	5	-	5	5	-	5
TOTAL	16	11	27	16	11	27
BALLOTS DELIVERED TO PRECINCT						
2. Blank Ballots Delivered						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	4	4	-	4	4
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	-	-	-	-	-
TOTAL	-	4	4	-	4	4
3. Absentee Ballots Delivered						
11/1/2016	10	-	10	10	-	10
11/2/2016	5	-	5	5	-	5
11/3/2016	6	67	73	6	67	73
11/4/2016	21	-	21	21	-	21
11/5/2016	12	5	17	12	5	17
11/6/2016	-	-	-	-	-	-
11/7/2016	44	-	44	44	-	44
11/8/2016	-	5	5	-	5	5
TOTAL	98	77	175	98	77	175
Total Ballots Delivered to Precinct (2+3=A)	**98**	**81**	**179**	**98**	**81**	**179**
BALLOTS NOT IN BALLOT BOX						
4. Number of Duplicates Made						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	4	4	-	4	4
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	-	-	-	-	-
TOTAL	-	4	4	-	4	4
5. Number of Rejected Absentees						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	-	-	-	-	-
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	1	1	-	1	1
TOTAL	-	1	1	-	1	1
Total Ballots NOT in Ballot Box (4+5=B)	-	5	5	-	5	5
BALLOTS CAST IN THE BALLOT BOX						
6. Accepted Absentee (Reg, Military, Oversea)						
11/1/2016	10	-	10	10	-	10
11/2/2016	5	-	5	5	-	5
11/3/2016	6	67	73	6	67	73
11/4/2016	21	-	21	21	-	21
11/5/2016	12	5	17	12	5	17
11/6/2016	-	-	-	-	-	-
11/7/2016	44	-	44	44	-	44
11/8/2016	-	4	4	-	4	4
TOTAL	98	76	174	98	76	174
7. Accepted Absentee (FED Office only)						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	-	-	-	-	-
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
8. Accepted Absentee (Presidential Only)						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	-	-	-	-	-
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	-	-	-	-	-
TOTAL	0	0	0	0	0	0
Total Ballots IN Ballot Box (6+7+8=C)	**98**	**76**	**174**	**98**	**76**	**174**
Ballots Returned To Election Officials (B+C=D)	**98**	**81**	**179**	**98**	**81**	**179**
Difference on Delivery Record (A-D=E)	0	0	0	0	0	0

Absentee Summary - General Election November 8, 2016						
City of Isanti P-1, Isanti County						
	ISD 911			Total		
	DS 200 - In person	Mail Envelopes	Total	DS 200 - In person	Mail Envelopes	Total
REGISTRATION STATISTICS						
1. Election Day New Registrants						
11/1/2016	2	-	2	2	-	2
11/2/2016	-	-	-	-	-	-
11/3/2016	-	10	10	-	10	10
11/4/2016	5	-	5	5	-	5
11/5/2016	1	-	1	1	-	1
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	3	1	4	3	1	4
TOTAL	11	11	22	11	11	22
BALLOTS DELIVERED TO PRECINCT						
2. Blank Ballots Delivered						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	3	3	-	3	3
11/4/2016	-	-	-	-	-	-
11/5/2016	-	1	1	-	1	1
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	2	2	-	2	2
TOTAL	-	6	6	-	6	6
3. Absentee Ballots Delivered						
11/1/2016	9	-	9	9	-	9
11/2/2016	5	-	5	5	-	5
11/3/2016	8	111	119	8	111	119
11/4/2016	21	-	21	21	-	21
11/5/2016	6	5	11	6	5	11
11/6/2016	-	-	-	-	-	-
11/7/2016	34	-	34	34	-	34
11/8/2016	-	9	9	-	9	9
TOTAL	83	125	208	83	125	208
Total Ballots Delivered to Precinct (2+3=A)	83	131	214	83	131	214
BALLOTS NOT IN BALLOT BOX						
4. Number of Duplicates Made						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	3	3	-	3	3
11/4/2016	-	-	-	-	-	-
11/5/2016	-	1	1	-	1	1
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	2	2	-	2	2
TOTAL	-	6	6	-	6	6
5. Number of Rejected Absentees						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	-	-	-	-	-
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	1	1	-	1	1
TOTAL	-	1	1	-	1	1
Total Ballots NOT in Ballot Box (4+5=B)	-	7	7	-	7	7
BALLOTS CAST IN THE BALLOT BOX						
6. Accepted Absentee (Reg, Military, Oversea)						
11/1/2016	9	-	9	9	-	9
11/2/2016	5	-	5	5	-	5
11/3/2016	8	111	119	8	111	119
11/4/2016	21	-	21	21	-	21
11/5/2016	6	5	11	6	5	11
11/6/2016	-	-	-	-	-	-
11/7/2016	34	-	34	34	-	34
11/8/2016	-	8	8	-	8	8
TOTAL	83	124	207	83	124	207
7. Accepted Absentee (FED Office only)						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	-	-	-	-	-
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-
8. Accepted Absentee (Presidential Only)						
11/1/2016	-	-	-	-	-	-
11/2/2016	-	-	-	-	-	-
11/3/2016	-	-	-	-	-	-
11/4/2016	-	-	-	-	-	-
11/5/2016	-	-	-	-	-	-
11/6/2016	-	-	-	-	-	-
11/7/2016	-	-	-	-	-	-
11/8/2016	-	-	-	-	-	-
TOTAL	0	0	0	0	0	0
Total Ballots IN Ballot Box (6+7+8=C)	83	124	207	83	124	207
Ballots Returned To Election Officials (B+C=D)	83	131	214	83	131	214
Difference on Delivery Record (A-D=E)	0	0	0	0	0	0

Polling Place
Precinct Summary Statement

Precinct _____ GENERAL ELECTION NOVEMBER 8, 2016 ISANTI CITY P1 _____ linnesota

_____ Date

Number of Election Judges who worked in this precinct: * 11

Number of Voting Booths in this precinct: * 8

Registration Statistics:

Number of Persons Registered at 7:00 AM: *1. 1671

Number of ***New Registrants*** on Election Day: *2. 365

Ballots Delivered to the Precinct:

Ballots Delivered as Certified by Election Administrator. 3. 2050

Ballot Count Adjustments from Ballot Count Log (+/-) 4. 0

Number of Unofficial Ballots made 5. 0

Total Number of Ballots Delivered to Precinct (3 + 4 + 5) = A **A** 2050

Ballots Not in Ballot Box:

Number of Spoiled Ballots *6. 15

Number of Originals for which Duplicates have been made *7. 0

Number of Unused Ballots 8. 641

Total Number of Ballots NOT in the ballot box(6 + 7 + 8) = B **B** 656

Ballots Cast in the Ballot Box:

Total Number of ***Signatures*** on Roster
Include Election Day Registrations
Do Not Include AB Notations on Roster 9. 1394

Total Number of Ballots in the Ballot Box = C (same as line 9) **C** 1394

Ballots Returned to Election Administrator:

Ballots Returned to Election Officials from the Precinct (B + C = D) **D** 2050

Difference for Election Administrator Notation on Delivery Record (A - D = E) **E** 0

Polling Place

GENERAL ELECTION
NOVEMBER 8, 2016
ISANTI CITY P2

Precinct _____ , Minnesota

Date _____

Number of Election Judges who worked in this precinct: * 9

Number of Voting Booths in this precinct: * 10

Registration Statistics:

Number of Persons Registered at 7:00 AM: *1. 1190

Number of ***New Registrants*** on Election Day: *2. 305

Ballots Delivered to the Precinct:

Ballots Delivered as Certified by Election Administrator. 3. 1500

Ballot Count Adjustments from Ballot Count Log (+/-) 4. 0

Number of Unofficial Ballots made 5. 0

Total Number of Ballots Delivered to Precinct (3 + 4 + 5) = A **A** 1500

Ballots Not in Ballot Box:

Number of Spoiled Ballots *6. 15

Number of Originals for which Duplicates have been made *7. 0

Number of Unused Ballots 8. 534

Total Number of Ballots NOT in the ballot box(6 + 7 + 8) = B **B** 549

Ballots Cast in the Ballot Box:

Total Number of ***Signatures*** on Roster
Include Election Day Registrations
Do Not Include AB Notations on Roster 9. 951

Total Number of Ballots in the Ballot Box = C (same as line 9) **C** 951

Ballots Returned to Election Administrator:

Ballots Returned to Election Officials from the Precinct (B + C = D) **D** 1500

Difference for Election Administrator Notation on Delivery Record (A - D = E) **E** 0

ADDENDUM TO AGENDA

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, DECEMBER 6, 2016– 7:00 P.M.
CITY HALL

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes

G. Citizens Input

H. Announcements

I. Council Committee Reports

J. Public Hearings

K. Business Items

L. Consent Agenda
Add L.8. Resolution Terminating the Employment of Utility Billing/Accounting Clerk Bethany Bradley

M. Other Communications

Adjournment

RESOLUTION NO. 2016-XXX

RESOLUTION TERMINATING THE EMPLOYMENT OF UTILITY BILLING/ACCOUNTING CLERK BETHANY BRADLEY

WHEREAS, the Personnel Policy provides that the City Administrator with the consent of the City Council may dismiss a probationary employee; and

WHEREAS, the dismissal must be made only for just cause; and

WHEREAS, the Personnel Committee made recommendation to terminate the employment of the probationary employee in the Utility Billing/Accounting Clerk position based on written documentation on the performance of said employee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. The City Administrator is authorized to dismiss the employment of Utility Billing/Accounting Clerk, Bethany Bradley, effective through the end of the work day on December 2, 2016.
2. That the Human Resources/City Clerk is directed to place a copy in the employee's personnel file for future reference.

This resolution was duly adopted by the Isanti City Council this 6th day of December, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, DECEMBER 6, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. Proclamation – Isanti Liquor Store – MMBA Support our Troops Winner – Presentation of $200 Contribution to Beyond the Yellow Ribbon
2. Certificate Award Presented by Mr. Frank Scherf on Behalf of the Department of Public Safety to City of Isanti Police Department for Outstanding Agency in Administering the Safe and Sober Grant
3. Commendation to Officer Gau for Award for Outstanding Youth Education Program Received at Towards Zero Death Conference

F. Approve City Council Minutes
1. November 15, 2016 – Canvass Board Meeting of City Council
2. November 15, 2016 – Regular Meeting of the City Council
3. November 15, 2016 – Closed Session Meeting of the City Council

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Tuesday, December 13, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, December 20, 2016 at 7:00 p.m.
3. **CITY OFFICES CLOSED**	Friday, December 23, 2016 *(Beginning at Noon)*
	Monday, December 26, 2016 *(All day)*

(In observance of the Christmas holiday)

I. Council Committee Reports

J. Public Hearings

K. Business Items
1. Establishing a Date for the City Council Goal Setting Meeting *(Mayor Wimmer)*
2. Discussion of Use of City Property Adjacent to 12 West Main Street *(Mayor Wimmer)*

Finance Director Jackie Fisher
3. 2017 Final Budget and Levy Presentation
   a. Resolution Adopting the Final Budget for Year 2017
   b. Resolution Adopting the Final 2016 Tax Levy, Collectible in 2017
   c. Resolution Adopting the Final Budget for the Enterprise Funds for Year 2017
   d. Resolution Approving a Cost of Living Adjustment (COLA) for Non-Union Employees

City Administrator Don Lorsung
4. Ordinance Lifting the Moratorium as Provided by Ordinance No. 652
5. Resolution Approving 2017 Community Garden Handbook

City Engineer Brad DeWolf

6. Resolution Authorizing a Traffic Signal Study for the Intersection of Cajima Street NE and Minnesota Trunk Highway 65

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $537,705.71 and Payroll in the amount of $218,172.66
2. Final Meeting Minutes for the October 25, 2016 Parks, Recreation and Culture Meeting.
3. Authorizing Appointment of the Liquor Store Manger Jacobi to Sit on the MMBA Board of Directors
4. Resolution Approving a Check Be Written to Friends of St. Scholastica for Volunteering at the Community Movie Night
5. Resolution Acknowledging Permanent Employee Status for Part Time Administrative Data Clerk Janice Lutterman
6. Resolution Approving an Agreement for Subordination of a Neighborhood Stabilization Program Loan
7. Resolution Approving Installation of Isanti Indoor Arena Public Restroom and Warming House Door Handles and Occupancy Sensors

M. Other Communications

1. Draft Meeting Minutes for the November 22, 2016 Parks, Recreation and Culture Meeting

Adjournment

F.1.

CITY OF ISANTI
CANVASS BOARD OF THE CITY COUNCIL
6:50 P.M. - TUESDAY, NOVEMBER 15, 2016
CITY HALL

Mayor Wimmer called the meeting to order at 6:50 p.m.

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilors: Ross Lorinser and Steve Lundeen

Members Absent: Councilors Collison and Bergley

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/ City Clerk Lindsey Giese

E. Business Items

1. Resolution 2016-334 Canvassing Returns for the Municipal General Election

Mayor Wimmer presented the Abstract of Votes Cast for the Municipal General Election held on November 8, 2016 and the Council reviewed the results of the election.

Motion by Lundeen, second by Lorinser to approve the Abstract of Votes Cast as presented. Motion carried unanimously.

Adjournment

Motion by Lorinser, second by Lundeen to adjourn. Motion carried unanimously.

Meeting adjourned at 6:51 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

F.2.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, NOVEMBER 15, 2016 – 7:00 P.M.
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present: Mayor George Wimmer, Councilmembers: Paul Bergley, Dan Collison, Ross Lorinser and Steve Lundeen

Members Absent: None

Staff Present: City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey Giese, Police Lt. Travis Muyres, City Engineer Brad DeWolf

D. Adopt Agenda

Motion by Collison, second by Lorinser to adopt the amended agenda which removes item E-1. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. Isanti Liquor Store - MMBA Support our Troops Winner - Presentation of $200 Contribution to Beyond the Yellow Ribbon

This item was removed from the agenda due to the contribution check not yet having arrived, the item will be placed on a future agenda.

F. Approve City Council Minutes

1. November 1, 2016 - Regular Meeting of the City Council
2. November 1, 2016 – Closed Session Meeting of the City Council

Motion by Lorinser, second by Bergley to approve the November 1st Regular and Closed Session Meeting Minutes. Motion carried unanimously.

G. Citizens Input

None.

H. Announcements

1. Parks, Recreation and Culture Board Meeting — Tuesday, November 22, 2016 at 6:00 p.m.
2. **CITY OFFICES CLOSED** — Thursday & Friday, November 24 & 25, 2016
   (In observance of the Thanksgiving holiday)
3. City Council Meeting — Tuesday, December 6, 2016 at 7:00 p.m.
4. Economic Development Authority Meeting — Tuesday, December 6, 2016
   (Immediately following the City Council Meeting)
5. Planning Commission Meeting — Tuesday, December 13, 2016 at 7:00 p.m.

I. Council Committee Reports

Mayor Wimmer updated the Council on two items. The first is that Community Ed will no longer charge communities to help offset participant fees. A survey was conducted and it was found they were essentially the

only Community Ed Program in the State to subsidize fees this way. Mayor was informed that the prices will not be going up.

The second item the Mayor shared with the Council was regarding the housing trend. There have been approximately 59 housing permits to date. While comparing year-to-year home sales (new and existing), it was found the City had 196 homes sold in 2015 and this year we are at 244, which is approximately a 25% increase. It was interesting to note that Cambridge, a community less than five miles away has less than a one percent increase over last year. Also, in Isanti the average home sale prices have gone from $166,500 in 2015 to $184,233 in 2016. Cambridge averages in 2015 were $174,000 and up only to $177,000 in 2016. This is the first year, for the City of Isanti, that the trend has increased to that degree.

J. Public Hearings

None.

K. Business Items

City Administrator Don Lorsung

1. **Resolution 2016-335 Approving 2017 Community Garden Registration Schedule**

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

2. **Resolution 2016-336 Setting a Public Hearing to Annex a 41.99-acre parcel in Athens Township as Requested by Brennan and Rebecca Cox**

Motion by Lorinser, second by Collison. Motion carried unanimously.

3. **Resolution 2016-337 Approving the Site Plan and Building Appearance as requested by O'Reilly Auto Enterprises, LLC, for a Retail Auto Parts Store on the property located at 101 6th Ave NE**

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

4. **Resolution 2016-338 Approving an Amendment to the Site Plan and Conditional Use Permit as requested by Coborn's to allow for significant changes to the development located at 209 6th Ave NE**

Councilor Bergley had mentioned that at Planning Commission a comment was brought up about Coborn's having the City's water hooked up, that the City would want a car wash. The Mayor indicated that Coborn's is hooked up to City water like any other project would be, that nothing special was done for Coborn's, and further indicated that whatever structure they did on their lot is entirely theirs. There was nothing done from a municipal standpoint.

Motion by Lorinser, second by Bergley to approve the layout as proposed by Coborn's. Motion carried unanimously.

5. **Ordinance 2016-657 Approving the request from the City of Isanti to Amend Ordinance No. 445 Zoning to include Article 5: "H65" Highway 65 Corridor Overlay District to Section 11 Overlay Districts and Ordinance 2016-658 Approving the Rezoning of specified B-2 and T1-B properties along Highway 65**

There was much discussion in regards to intensity of use and non-conforming uses. Councilor Bergley stated that at the last Planning Commission it was discussed that a 51-year-old business, specifically Strike Funeral home, was requesting to be an allowed use. He indicated that the Planning Commission understands the intent of the Zoning ordinance and the focus on having Highway 65 follow criteria of standards, but that

Planning Commission discussed that they did not feel Strike Funeral home was visible and would impact those standards.

The Mayor responded to Bergley and explained that this is about the intensity of use, that this is only restricting the increase of expansion for Strike Funeral home. He also explained that the Strike is currently 17 parking spots short of where it should be, and that the storm water pond/holding pond is located on a residential lot which neither of those two things would ever be allowed. The Mayor indicated that even if this was an allowed use, that if they wanted to expand they would have to find a way to meet those building requirements, and with the space available he felt there was no realistic way that they would be able to do that. Mayor Wimmer further went on to explain that it's not about just the appearance but it's about the intensity of use. Which means that we want to have businesses in that overlay district that are going to provide more jobs, and more regular traffic for the City. He further explained that this business could stay where it is for however long it chooses to, but that this ordinance would restrict it from growing larger. The Mayor cautioned Council members that if they do list Funeral homes as a conforming use, that we would be setting a very dangerous precedence of "well, it still looks nice" which is what it boils down to.

Councilor Bergley further expressed that he heard about allowing Strike to maybe have a cap on the type of expansion they could have, something around 10%, which he heard Strike was okay with. He said he didn't understand why we couldn't allow that. Councilor Lorinser expressed that a very similar issue occurred in 2008, and that the goal is for the City to decide a standard on what we are going to do for certain districts. He further explained that allowing our non-conforming use locations to expand up to 10% would mean that it would set a precedence. And that every single non-conforming use in the City would then be allowed to expand up to 10%. Everyone, and every business, would have to be treated equally. Lorinser explained that it's never the intention to inconvenience a business, or inconvenience property owners, but that at some point we need to see the vision of our City expand and grow. Isanti has always been about growing our tax base and growing our City. Expanding our tax base allows us to provide further relief to the residents and if we can maximize the value on highway 65 we will do that.

The Mayor stressed that the goal is to try and move the City forward and try to do the best for everyone involved and if we can do that in such a way that would still allow them to do what they want in the future, then the City would support that. He further explained, that the matter was reviewed, and there did not seem to be a way to allow them to do so. The Mayor further stated that staff looked at what the implications would be to include funeral homes in as a permitted use and how it would affect other districts. He pointed out with the reasons given, every other non-conforming use in this City would come forward and ask why they are required to be considered non-conforming, but yet the City allowed funeral homes to. Mayor stated that those non-conforming use residents or business owners could make the same argument, that 'our property looks nice, we are taking care of it, etc.' The Mayor said that unfortunately when City officials are making these decisions, that they cannot always make everyone happy.

Councilor Lundeen expressed his view on the situation. He said that he does not understand why the funeral home cannot be grandfathered in, that he felt they were further than one block off highway 65 and that this entire zoning of the overlay district should not affect this business. Lundeen expressed that we should look further into trying to find possible ways for them to meet the requirements with parking, etc. He then stated that he did not understand what the big deal of allowing them to increase by 10% was. Further discussion ensued between the Mayor and Councilor Lundeen.

The Mayor further explained that these are decisions that need to be made to move the City forward. Councilor Bergley said that he is just trying to represent the residents and the City of Isanti. Bergley went on

to explain that after Planning Commission that everyone except for Jim Kennedy stuck around and talked. The Mayor interjected and said he hoped not, that if that is the case that would be a violation of the Open Meeting law. Bergley stated that they did. The Mayor said, that if that was in fact what happened, that the members would then need to be reprimanded because it is illegal for them to do that. He said that there will be follow up on the potential Open Meeting law violation, because this is something that is discussed every year, and that members of the boards should know they are not able to do that.

Motion by Lorinser to approve the ordinance as presented to the Planning Commission initially with funeral homes as non-conforming, second by Collison. Motion carried with a 3 -2 vote with Bergley and Lundeen voting nay.

6. **Resolution 2016-339 Approving the request from Allina Health and MSP Commercial for a Signage Master Plan for the facility located at 300 5th Ave NE**

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

7. **Consider Resolution 2016-340 Approving Certification of Delinquent Charges for City Services and Unpaid Nuisance Abatement Charges Collectible in 2017**

Motion by Lorinser, second by Collison. Motion carried unanimously.

City Engineer Brad DeWolf

8. **Resolution 2016-341 Approving Engineering Proposal for MS4 Stormwater Permit Part 2, Phase 2 and 3**

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

9. **Resolution 2016-342 Authorizing Isanti Parkway Section Pavement Testing**

Motion by Lorinser, second by Collison. Motion carried unanimously.

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $976,786.50 and Payroll in the amount of $91,471.18
2. Contractor's Pay Request No. 03 Wastewater Treatment Improvements in the Amount of $286,499.00
3. Final Meeting Minutes for the October 4, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the October 11, 2016 Planning Commission Meeting
5. **Resolution 2016-343** Approving a Check Be Written to the City of Cambridge for Excess Funds Contributed for the Two Cities, One Community Event
6. **Resolution 2016-344** Authorizing the Purchase of Two New Kel-Tec Modern Police Shotguns
7. **Ordinance 2016-659** to Appoint Finance Director Jackie Fisher as City Treasurer
8. **Resolution 2016-345** Ending Probationary Period and Promotion to Full Time Permanent Employee Status for Human Resources/City Clerk Lindsey Giese
9. **Resolution 2016-346** Approving 2017 Partnership with Partners in Healthy Living

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

Mayor Wimmer announced that the Council would go into a brief recess and instructed those at the meeting to clear the Chambers. Council would then go into closed session for City Administrator Don Lorsung's Annual Performance Review. The Mayor asked Administrator Lorsung if he wished to have his review open to the public. Lorsung indicated he preferred to have a closed session.

N. Closed Session

1. City Administrator Performance Review

At 7:43pm City Council went into closed session.

At 8:00 p.m. Council came out of closed session. Mayor Wimmer requested that City Attorney Clark Joslin provide a summary of the closed session. City Attorney stated that the annual performance review of City Administrator Don Lorsung was conducted. As has been the custom of past reviews, each member of the Council stated their perception of how Mr. Lorsung is performing. The consensus was that Don has done an excellent job and continues to do so. He handles his relationship with the public, elected officials and the City staff in a very professional manner.

Adjournment
Motion by Lundeen, second by Lorinser to adjourn. Motion carried unanimously. Meeting was adjourned at 8:02 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

A Community For Generations.

Isanti

K.3.

Request for City Council Action

To: Mayor Wimmer and City Council Members

From: Jackie Fisher, Finance Director

Date: December 6, 2016

Subject: Consider Resolutions Relating to the 2016 Budget

Background:

No changes have been made to the 2017 Budget since the preliminary levy and budget were approved on Tuesday, September 6, 2016.

Current Action:

Requesting consideration and approval of the Resolution Relating to Adoption of the Final Budget for the City of Isanti for 2017, the Resolution Relating to Adoption of the Final 2016 Tax Levy, Collectible in 2017, the Resolution Relating to Adoption of the Final Budget for the Enterprise Funds of the City of Isanti for 2017, and the Resolution Approving a Cost of Living Adjustment (COLA) for Non-Union Employees.

Attachments:

- Resolution Relating to Adoption of the Final Budget for the City of Isanti for 2017
- Resolution Relating to Adoption of the Final 2016 Tax Levy, Collectible 2017
- Resolution Relating to Adoption of the Final Budget for the Enterprise Funds for the City of Isanti for 2017
- Resolution Approving a Cost of Living Adjustment (COLA) for Non-Union Employees

RESOLUTION NO. 2016-XXX

RESOLUTION RELATING TO ADOPTION OF THE FINAL BUDGET FOR THE CITY OF ISANTI FOR 2017

BE IT RESOLVED, by the City Council of the City of Isanti, Minnesota, that the following budget for the year of 2017 is approved:

Department		**Amount**
Mayor & City Council	$	42,553
Elections		7,350
Finance/Administration		444,551
Municipal Building		34,927
Animal Control		5,721
Parks, Rec & Culture		395,626
Planning & Zoning		111,557
Building Inspections		162,392
EDA		144,405
Police		1,300,339
Code Enforcement		37,962
Civil Defense		2,500
General City Maintenance		54,912
Streets		367,282
Street Lights		83,125
Sanitation		18,649
Fire District Payment		233,593
Miscellaneous		0
Transfer to Sewer (3rd Avenue Loan)		10,502
Fund Water/Sewer (Deer Haven)		3,180
Tax Abatements		9,920
Capital Replacement		7,500
Debt Service		578,475
Total	**$**	**4,057,021**

The City Clerk is hereby instructed to transmit a certified copy of the resolution to the Isanti County Auditor, Isanti County, Minnesota.

This resolution is duly adopted by the Isanti City Council this 6th day of December 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

RESOLUTION NO. 2016-XXX

K.3.b.

RESOLUTION RELATING TO ADOPTION OF THE FINAL 2016 TAX LEVY, COLLECTIBLE 2017

BE IT RESOLVED, by the City Council of the City of Isanti, County of Isanti, Minnesota that the following sums of money be levied for the current year, collectible in 2017, upon the taxable property in the City of Isanti, for the following purposes:

General Fund	**$ 2,009,086**
2008 GO Improvement Bond	**48,327**
2010B GO Improvement Ref. Bond	**250,000**
2011A GO Improvement Bond	**7,870**
2014A GO Tax Abatement Bond	**224,871**
2014B GO Bond (Equipment Portion)	**47,407**
Total Levy	**$ 2,587,561**

The City Clerk is hereby instructed to transmit a certified copy of the resolution to the Isanti County Auditor, Isanti County, Minnesota.

This resolution is duly adopted by the Isanti City Council this 6th day of December 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

RESOLUTION NO. 2016-XXX

RESOLUTION RELATING TO ADOPTION OF THE FINAL BUDGET FOR THE ENTERPRISE FUNDS OF THE CITY OF ISANTI FOR 2017

BE IT RESOLVED, by the City Council of the City of Isanti, County of Isanti, Minnesota that the following budget for the year 2017 is approved:

Water Fund	**$ 1,427,783**
Sewer Fund	**$ 1,846,391**
Storm Water Fund	**$ 198,863**
Liquor Fund	**$ 2,604,302**

This resolution is duly adopted by the Isanti City Council this 6th day of December 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

K.3.d.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING A COST OF LIVING ADJUSTMENT (COLA) FOR NON-UNION EMPLOYEES

WHEREAS, Section 6 of the Personnel Policy provides that employees may receive a cost of living adjustment (COLA) to their wage on January 1st of each year if the COLA has been approved by resolution of the City Council for the given budget year; and

WHEREAS, the 2017 budget includes a COLA of 2.0% for non-union employees; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve a 2.0% Cost of Living Adjustment to all non-union employees for budget year 2017.

This resolution was duly adopted by the Isanti City Council this 6th day of December 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

K.4.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman, Community Development Director

Date: December 6, 2016

Subject: Consider the Lifting of the Moratorium as Provided by Ordinance No. 652 Relating to Uses Along the Highway 65 Corridor.

Background

A moratorium limiting the types of uses that could be constructed along Highway 65 on September 20, 2016 via Ordinance No. 652 by the City Council. Since that time, the Highway 65 Corridor Overlay District has been created and adopted in order to address the concerns outlined within the moratorium. With the adoption of the Highway 65 Corridor Overlay District, it is no longer necessary to have the moratorium in place.

Staff is requesting the consideration of the lifting of the moratorium as provided by Ord. No. 652.

Attachments:

- Ordinance No. XXX, Lifting the Moratorium
- Ordinance No. 652, Establishing the Moratorium

ORDINANCE NO. _____

AN ORDINANCE LIFTING THE MORATORIUM AS PROVIDED BY ORDINANCE NO. 652 RELATING TO TEMPORARILY PROHIBITING SPECIFIED COMMERCIAL USES WITHIN A SPECIFIC AREA BEING STUDIED WITHIN THE CITY OF ISANTI'S JURISDICTION, INCLUDING THE CORPORATE LIMITS AND THE TIER ONE AREA

THE CITY OF ISANTI DOES ORDAIN:

The Moratorium on the issuance of permits to temporarily prohibit specified commercial uses within a specific area being studied within the City of Isanti's Jurisdiction, including the corporate limits and the tier one are as provided for by Ordinance No. 652 is hereby lifted.

EFFECTIVE DATE

This Ordinance takes effect upon its passage and publication in the official newspaper of the City of Isanti.

Adopted by the City Council of the City of Isanti on this 6th day of December, 2016.

George A. Wimmer
Mayor

ATTEST:

Lindsey McInnis
Human Resources / City Clerk

Reading Date: 12-06-2016
Publication Date: 12-14-2016
Effective Date: 12-14-2016

ORDINANCE NO. 652

INTERIM ORDINANCE PURSUANT TO MINNESOTA STATUTES SECTION 462.355, SUBDIVISION 4, TO ESTABLISH A MORATORIUM TEMPORARILY PROHIBITING SPECIFIED COMMERCIAL USES WITHIN A SPECIFIC AREA BEING STUDIED WITHIN THE CITY OF ISANTI'S JURISDICTION, INCLUDING THE CORPORATE LIMITS AND THE TIER ONE AREA

THE CITY OF ISANTI DOES ORDAIN:

SECTION 1. Preliminary Findings. Minnesota Statutes Section 462.355, Subdivision 4, authorizes municipalities to adopt an interim ordinance to regulate, restrict or prohibit any use, development, or subdivision for the purpose of protecting the planning process and the health, safety and welfare of its citizens.

SECTION 2. Statement of Policy. The City of Isanti finds that the City is presently conducting or has authorized a study to be conducted, or has scheduled a hearing to consider adoption or amendment of the comprehensive plan or official zoning controls. The City declares that this Interim Ordinance is established pursuant to the aforementioned statute.

There are substantial concerns with the uses permitted within the "B-2" General Business District as it relates to Highway 65 being a gateway into Isanti. The 2008 Comprehensive Plan states that this area "will truly define the community and let travelers know that they have entered a unique, vital and vibrant place." The City Council finds that the consequences of allowing certain uses may be incompatible with said long term planning goals for the Highway 65 corridor. And that such uses currently allowed in the "B-2" General Business District may not be consistent with the city's long term planning goals within said district goals for the Highway 65 corridor. Development along Highway 65 has recently gained momentum and has set a standard of superior commercial development attracting both residents and travelers alike. It is in the best interest of the City and it residents to attract such development, and to uphold a standard that has already been set by numerous existing and in-progress developments along the Highway 65 corridor.

SECTION 3. Prohibition.
In accordance with the findings and policy set forth in Sections 1 and 2 and pursuant to the authority of Minnesota Statues, Section 462.355, subd. 4, the following uses shall be prohibited from consideration and approval during the effective period of this Interim Ordinance: Agricultural sales and services, day care center, dry cleaning and laundromat, funeral home, locksmith, thrift store, tool / equipment rental facility (indoor and and/or with open sales lot), ambulance or medical carrier services, automobile sales and service, farm implement, household maintenance and small engine repair facilities, meat processing facilities, motor vehicle rental facilities, motor vehicle repair facilities, motor vehicle sales, stand-alone parking facilities, religious institutions, self-storage facility, social service facility, temporary patient/family housing, wholesale establishment, wind energy conversion systems, animal sales and services, commercial kennel, farmer's market, flea market, pawn shop, secondhand store, tattoo parlor / body piercing studio, adult uses, and educational institutions except existing educational facility

improvements and pending educational facility improvements previously approved by the City Council within the City's jurisdiction, including the corporate limits and the Tier One area.

SECTION 4. Duration. This Ordinance shall expire within one year of the passage of this Ordinance by the City Council, without City Council action, or it may be repealed earlier if the City Council determines that the requisite studies and ordinances have been completed and adopted and that the appropriate evaluation and action, including any necessary revisions of the zoning code, have been finalized. The duration of this Ordinance may be extended by adoption of a subsequent Ordinance for a total of not to exceed the statutory limits in Minn. Stat. 462.355, subdivision 4.

SECTION 5. Separability. Every section, provision, or part of this Ordinance is declared separable from every other section, provision or part; and if any section, provision, or part thereof or action taken hereunder shall be invalid, it shall not affect any other section, provision, or part.

SECTION 6. Publication. This Ordinance shall be published in the City's designated newspaper and shall be effective immediately.

Adopted by the City Council of the City of Isanti on this 20th day of September, 2016.

George A. Wimmer
Mayor

ATTEST:

for Lindsey McInnis
Human Resources / City Clerk

Reading Date: 09-20-2016
Publication Date: 09-28-2016
Effective Date: 09-28-2016

K.5.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: December 6, 2016

Subject: Approval of 2017 Community Garden Handbook

Background:
Staff have updated the Community Garden handbook for 2017. Changes to the rules for 2017 will be minimal, however additional language was added to the community gardener responsibility section and now reads that community gardeners will "Maintain their plots through the end of the season and arrange for care of plots during vacation or other extended absence. In the event that a plot can no longer be maintained, gardeners will notify the City of Isanti as soon as possible."

Registrations dates, as approved by City Council at the November 15, 2016 are in included as follows:
February 6-10, 2017 – Returning gardeners reserving the same plots
February 13-17, 2017 – Returning gardeners reserving new plots
February 18 – June 1, 2017 – Open registration.

Another other change to note is the end of the 2017 garden season; staff discovered during the first season that the end of October is too late to keep the irrigation lines opens and noticed that many plots were finished ahead of this time. Staff believe a more appropriate end of the season will be October 15, 2017. The proposed season for the garden to be open is May 13 to October 15, 2017.

Parks, Recreation, and Culture Board Recommendation:
At its November 22, 2016 meeting, the PRC Board reviewed the updated handbook and recommends that it be approved as presented for the 2017 season.

Staff Request:
Staff is requesting the 2017 handbook be approved.

Attachments:
- 2017 Community Garden Handbook

2017 Plot Rental

Ground Plots - 10' x 10':
$15/100 ft² - reserve up to 3

Raised Beds (4'Wx8'Lx19"H):
$20

Elevated Beds (2'Wx4'Lx32"H; wheelchair accessible):
$20

Note: Registration priority will be given to City of Isanti residents. Priority for raised/ elevated beds will be given to those with mobility needs.

Important Dates

Registration Open
Feb. 6-10: Returning gardeners reserving the same plots
Feb. 13-17: Returning gardeners reserving new plots
Feb. 18-June 1: Open Registration

Season Kick-Off Party
May 11, 2017
6:00 pm

First Day to Garden
May 13, 2017

Last Day of Season
Oct. 15, 2017
(Plots need to be completely cleared no later than this day)

For questions regarding the Isanti Community Garden, please contact the Community Events and Parks Coordinator at 763-444-5512 or isantiparks@cityofisanti.us

Garden Safety Tips:

- Garden in pairs and/or bring a cell phone.
- Bring a water bottle and drink lots of water while you're working.
- Wear protective clothing (hats and lightweight long sleeves) and sunscreen.

Is there a problem in the garden?

- Report theft, vandalism and unusual activities to City of Isanti Staff.
- If you feel an immediate risk or need emergency assistance, call 911.

Isanti Community Garden

2017 Handbook

Isanti PARKS

Community Garden Rules

It is the goal of the City of Isanti to offer a high quality, safe, and accessible space for the public to enjoy the benefits of gardening. In order to achieve this, cooperation is required from all participants to contribute to a positive experience for themselves and other gardeners.

1. The City of Isanti will

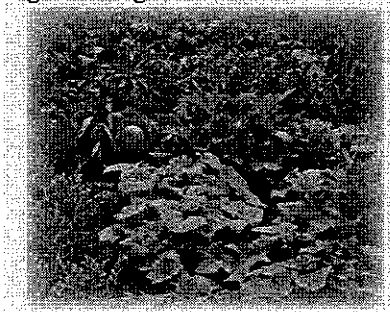
- Till the garden plots in the spring and fall.
- Provide access to water through spigots distributed around the garden.
- Stake out and number plots.
- Provide basic gardening tools, e.g. hoses, hand tools, and shovels, for use inside the community garden.

2. Community gardeners will

- Complete a plot reservation form and pay required fees.
- Administer adequate plot maintenance including: weeding, watering, and harvesting in a timely manner keeping the plot tidy and visually appealing.
- Maintain their plots through the end of the season and arrange for care of plots during vacation or other extended absence. In the event that a plot can no longer be maintained, gardeners will notify the City of Isanti as soon as possible.
- Abide by all Rules of Use of the Isanti Community Garden.
- Contribute to a positive experience with fellow garderners.

Rules of Use

- Plot reservations will be taken February 6, 2017 through June 1, 2017. (See "Important Dates" section for details). No refunds will be issued after May 1, 2017.
- The gardening season will begin May 13, 2017 and end October 15, 2017. (Dates are subject to change due to weather conditions.) All gardening must occur between dawn and dusk.



- Gardeners may allow others to garden at their plot, but the ultimate responsibility of plot maintenance and fees belong to the renter.
- Pets are not allowed inside the community garden. Service animals are allowed as needed.
- Children (under 15) in the community garden will be supervised at all times.
- Community garden plots are intended for personal use only. No commercial gardening is allowed.
- Garden plots may not be used to grow illegal plants, controlled substances, shrubs, or trees.
- All plants and temporary structures (ex: trellises) must be contained within the plot boundaries.
- The garden cannot technically be considered organic, but the use of commercial pesticides is not allowed. For a list of acceptable products, contact City of Isanti Staff.
- Garden debris should be placed in the provided compost bins and never in another plot or outside the garden area.
- When provided equipment is used, it must be returned in good condition to the shed. Gardeners should report any lost or damaged tools to City of Isanti staff immediately.
- If a plot is deemed abandoned, it will be reassigned at the discretion of the City of Isanti. A plot will be considered abandoned if any of the following occur:
  - The garden is not planted by June 11, 2017
  - No signs of maintenance
  - Weeds have gone to seed
  - Harvest rotting on vine
  - Gardener has not responded to inquiries from City of Isanti staff.
  - Gardener has not addressed issues within 7 days of being notified by City of Isanti Staff.

Notices:

The City of Isanti reserves the right to full access of all plots at all times to ensure that rules are being followed, and if necessary may terminate a plot rental for the safety and welfare of city property.

The City of Isanti assumes no liability for injury, damage, theft, or loss of property belonging to garden users before, during, or after rental.

RESOLUTION NO. 2016-XXX

A RESOLUTION APPROVING 2017 COMMUNITY GARDEN HANDBOOK

WHEREAS, the City of Isanti opened a community garden in 2016; and,

WHEREAS, members of the community are allowed to rent ground plots or raised bed spaces; and,

WHEREAS, staff have reviewed outcomes from the first season of the garden and made minor adjustments as needed; and,

WHEREAS, a handbook has been created for the garden including all rental fees and rules; and,

WHEREAS, at its November 22, 2016 meeting, the Parks, Recreation, and Culture Board reviewed the handbook and recommends that it be approved for 2017;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby approve the 2017 Community Garden handbook including rental fees and rules.

Adopted by the Isanti City Council this 6th day of December, 2017.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

K.6.

BOLTON & MENK

Real People. Real Solutions.

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

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

MEMORANDUM

Date: November 28, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E.

Subject: Cajima Street NE & TH 65 Traffic Signal Justification Study
City of Isanti, MN

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services to perform a traffic signal justification study at the intersection of Cajima Street NE and TH 65.

We have prepared the following scope and fee estimate for the engineering evaluation and warrant analysis of TH 65 at Cajima Street NE.

We are proposing the following tasks:

Task 1 – Collect Turning Movement Counts at 6 intersections to determine area traffic patterns

- TH 65 at Cajima Street NE
- Heritage Boulevard at E Dual Boulevard NE
- Heritage Boulevard at 3rd Avenue NW
- Heritage Boulevard at TH 65
- Heritage Boulevard at Whiskey Road NW
- Isanti Parkway at E Dual Boulevard NE

Task 2 – Perform Traffic Signal Warrant Analysis following MnDOT Traffic Signal Warrant Calculations

Task 3 – Perform Intersection Crash Analysis for Cajima Street NE & TH 65

Task 4 – Perform Trip Generation Analysis to determine anticipated future traffic

Task 5 – Create Traffic Signal Justification Recommendation Memorandum Summarizing study results.

We propose to complete the traffic signal justification study for a not to exceed, hourly fee of $13,970.

Should the intersection warrant a traffic signal and the City chooses to proceed, we will prepare an Intersection Control Evaluation (ICE) Report required by MnDOT to consider a new signal, for a not to exceed, hourly fee of and additional $12,970.

The Finance Committee has reviewed the proposal and is recommending Council approval.

Please contact me at (612) 756-1032 if you have any questions or need additional information.

Bolton & Menk is an equal opportunity employer.

RESOLUTION NO. 2016-____

A RESOLUTION AUTHORIZING A TRAFFIC SIGNAL STUDY FOR THE INTERSECTION OF CAJIMA STREET NE & MINNESOTA TRUNK HIGHWAY 65

WHEREAS, the Development and Operations Committee reviewed the need for Traffic Signals at the intersection of Cajima Street NE & MN Highway 65 with the City Engineer; and,

WHEREAS, due to the increasing use of the intersection by highway and local traffic it was determined that the time had come for a study on the need to traffic signals; and,

WHEREAS, engineering services by Bolton and Menk, Inc. for the proposed Traffic Signal Justification Study would be in the amount, not to exceed, of $13,970.00; and,

WHEREAS, the funding source would be from the Signal Light Improvement Fund - 420 in the total amount of $13,970.00;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept the proposal for a Traffic Signal Justification Study as stated above in the amount, not to exceed, $13,970.00.

Adopted by the Isanti City Council this 6th day of December, 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

CITY OF ISANTI

*Check Summary Register©

L.1.

November 2016

AP161102

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 045310	ALLINA HEALTH SYSTEM	11/23/2016	$60.00
Paid Chk# 045311	ABSOLUTE PORTABLE RESTRO	11/23/2016	$930.00
Paid Chk# 045312	ALLINA HEALTH SYSTEM	11/23/2016	$442.50
Paid Chk# 045313	AMERICAN PLANNING ASSOCIA	11/23/2016	$440.00
Paid Chk# 045314	ANDERSON, JODI	11/23/2016	$172.50
Paid Chk# 045315	ASPEN MILLS	11/23/2016	$1,797.09
Paid Chk# 045316	ASSOCIATED FINANCIAL GROU	11/23/2016	$7,000.00
Paid Chk# 045317	BAUMGARTNER, MARY	11/23/2016	$72.50
Paid Chk# 045318	BAUMGARTNER, RICHARD	11/23/2016	$152.50
Paid Chk# 045319	BELLBOY CORPORATION	11/23/2016	$5,252.37
Paid Chk# 045320	BERNICK'S PEPSI-COLA	11/23/2016	$1,556.93
Paid Chk# 045321	BOLTON & MENK, INC.	11/23/2016	$15,003.30
Paid Chk# 045322	BROGGER, COLLETTE	11/23/2016	$172.50
Paid Chk# 045323	CAMPBELL KNUTSON	11/23/2016	$62.00
Paid Chk# 045324	CARLSON, MICHELLE	11/23/2016	$172.50
Paid Chk# 045325	CENTURYLINK	11/23/2016	$809.90
Paid Chk# 045326	CENTURYLINK BUSINESS SERVI	11/23/2016	$32.71
Paid Chk# 045327	CHANTICLEAR PIZZA	11/23/2016	$53.16
Paid Chk# 045328	CITY OF CAMBRIDGE	11/23/2016	$1,021.72
Paid Chk# 045329	COMPASS MINERALS	11/23/2016	$7,238.03
Paid Chk# 045330	CRYSTAL SPRINGS ICE	11/23/2016	$140.44
Paid Chk# 045331	DAHLHEIMER DISTRIBUTING CO	11/23/2016	$20,509.84
Paid Chk# 045332	EAST CENTRAL SANITATION	11/23/2016	$1,934.90
Paid Chk# 045333	ECM PUBLISHERS, INC.	11/23/2016	$209.25
Paid Chk# 045334	ENGLUND, KAREEN	11/23/2016	$70.00
Paid Chk# 045335	ENGQUIST, MARGARET	11/23/2016	$172.50
Paid Chk# 045336	FARRELL, GLENN	11/23/2016	$72.50
Paid Chk# 045337	FRIENDS OF ST SCHOLASTICA	11/23/2016	$28.38
Paid Chk# 045338	GAFFANEY, KRISTIN	11/23/2016	$172.50
Paid Chk# 045339	GIESE, LINDSEY	11/23/2016	$16.39
Paid Chk# 045340	GRAINGER	11/23/2016	$31.41
Paid Chk# 045341	HACH COMPANY	11/23/2016	$360.03
Paid Chk# 045342	HAIGH, LORI	11/23/2016	$150.00
Paid Chk# 045343	HAWKINS, INC.	11/23/2016	$6,814.50
Paid Chk# 045344	HENRYS WATERWORKS,INC.	11/23/2016	$3,735.06
Paid Chk# 045345	HERMAN'S BAKERY	11/23/2016	$44.10
Paid Chk# 045346	ICMA	11/23/2016	$881.42
Paid Chk# 045347	INNOVATIVE OFFICE	11/23/2016	$54.42
Paid Chk# 045348	JEMELKA, ANDREA	11/23/2016	$202.52
Paid Chk# 045349	JOHNSON BROTHERS LIQUOR	11/23/2016	$5,464.62
Paid Chk# 045350	JOHNSON, MARGARET	11/23/2016	$152.50
Paid Chk# 045351	KAWALEK TRUCKING	11/23/2016	$166.00
Paid Chk# 045352	KNIFE RIVER	11/23/2016	$79.63
Paid Chk# 045353	LAMB, MELISSA	11/23/2016	$97.50
Paid Chk# 045354	LEAF TOWING AND	11/23/2016	$50.00
Paid Chk# 045355	LOUS GLOVES	11/23/2016	$172.00
Paid Chk# 045356	MARCO BUSINESS PRODUCTS	11/23/2016	$2,031.00
Paid Chk# 045357	MARX, LINDA L.	11/23/2016	$172.50
Paid Chk# 045358	MCDONALD DISTRIBUTING CO.	11/23/2016	$18,644.15
Paid Chk# 045359	MENARDS - CAMBRIDGE	11/23/2016	$25.25
Paid Chk# 045360	MINNEAPOLIS FINANCE	11/23/2016	$140.40
Paid Chk# 045361	MN CHIEFS OF POLICE	11/23/2016	$230.00
Paid Chk# 045362	MN DEPT OF HEALTH	11/23/2016	$2,924.00
Paid Chk# 045363	MN DEPT OF REVENUE	11/23/2016	$20,492.00
Paid Chk# 045364	M-R SIGN CO., INC.	11/23/2016	$178.24
Paid Chk# 045365	MVTL LABORATORIES, INC.	11/23/2016	$257.20

CITY OF ISANTI

*Check Summary Register©

November 2016

AP161102

	Name	Check Date	Check Amt
Paid Chk# 045366	NAPA AUTO PARTS	11/23/2016	$745.41
Paid Chk# 045367	NORTHERN HOLLOW WINERY	11/23/2016	$369.84
Paid Chk# 045368	NORTHLAND TRUST	11/23/2016	$290,842.50
Paid Chk# 045369	PAY.GOV	11/23/2016	$1,296.00
Paid Chk# 045370	PHILLIPS WINE & SPIRITS, INC.	11/23/2016	$3,743.37
Paid Chk# 045371	POSTMASTER	11/23/2016	$542.85
Paid Chk# 045372	SHRED-N-GO, INC.	11/23/2016	$70.00
Paid Chk# 045373	SORENSON, JUDY	11/23/2016	$152.50
Paid Chk# 045374	SOUTHERN GLAZERS OF MN	11/23/2016	$4,849.37
Paid Chk# 045375	STAFKI, JEANNE	11/23/2016	$152.50
Paid Chk# 045376	STAPLES ADVANTAGE	11/23/2016	$279.66
Paid Chk# 045377	STRANDLUND REFRIGERATION	11/23/2016	$220.00
Paid Chk# 045378	SULLIVAN, SEAN	11/23/2016	$20.80
Paid Chk# 045379	SUMMIT COMPANIES	11/23/2016	$850.00
Paid Chk# 045380	TITAN MACHINERY	11/23/2016	$1,308.38
Paid Chk# 045381	TORPY, LORRAINE	11/23/2016	$152.50
Paid Chk# 045382	TOSHIBA FINANCIAL SERVICES	11/23/2016	$377.33
Paid Chk# 045383	USABLUEBOOK	11/23/2016	$146.97
Paid Chk# 045384	VESSCO, INC.	11/23/2016	$212.32
Paid Chk# 045385	VIKING COCA-COLA BOTTLING	11/23/2016	$472.90
Paid Chk# 045386	WAL MART	11/23/2016	$123.58
Paid Chk# 045387	WATSON CO., INC.	11/23/2016	$844.49
Paid Chk# 045388	WEX BANK	11/23/2016	$2,096.27
Paid Chk# 045389	WINE MERCHANTS	11/23/2016	$328.00
Paid Chk# 045390	ZABINSKI BUSINESS	11/23/2016	$660.00
Paid Chk# 045391	ZDON, ERIKA	11/23/2016	$192.50
Paid Chk# 045392	ZEMAN, VALERIE	11/23/2016	$1,384.50
		Total Checks	$441,753.90

CITY OF ISANTI

*Check Summary Register©

AP161201

December 2016

	Name	Check Date	Check Amt
10100 Community Pride Bank			
Paid Chk# 045400	7-UP BOTTLING	12/2/2016	$197.42
Paid Chk# 045401	ASPEN MILLS	12/2/2016	$162.50
Paid Chk# 045402	ASSURANT EMPLOYEE BENEFIT	12/2/2016	$449.27
Paid Chk# 045403	BERNICK'S PEPSI-COLA	12/2/2016	$1,297.20
Paid Chk# 045404	BREAKTHRU BEVERAGE	12/2/2016	$6,814.91
Paid Chk# 045405	CASH	12/2/2016	$83.06
Paid Chk# 045406	COMPLIANCE SIGNS	12/2/2016	$49.00
Paid Chk# 045407	CONNEXUS ENERGY	12/2/2016	$14,212.17
Paid Chk# 045408	DAHLHEIMER DISTRIBUTING CO	12/2/2016	$11,086.99
Paid Chk# 045409	DELTA DENTAL	12/2/2016	$3,252.25
Paid Chk# 045410	ECM PUBLISHERS, INC.	12/2/2016	$103.35
Paid Chk# 045411	EVERETT & VANDERWIEL, P.L.L.	12/2/2016	$1,548.18
Paid Chk# 045412	GRAINGER	12/2/2016	$136.64
Paid Chk# 045413	HASSER GARAGE DOORS	12/2/2016	$565.00
Paid Chk# 045414	HOME TITLE INC	12/2/2016	$84.38
Paid Chk# 045415	ISANTI ELECTRIC INC	12/2/2016	$1,298.90
Paid Chk# 045416	ISANTI REDBIRDS	12/2/2016	$31.73
Paid Chk# 045417	J. J. TAYLOR	12/2/2016	$702.50
Paid Chk# 045418	JACOBS, JEFFREY W.	12/2/2016	$2,975.00
Paid Chk# 045419	JOHNSON BROTHERS LIQUOR	12/2/2016	$11,595.85
Paid Chk# 045420	JOHNSON, PATRICIA	12/2/2016	$1.55
Paid Chk# 045421	KAWALEK TRUCKING	12/2/2016	$260.80
Paid Chk# 045422	LIBERTY TITLE	12/2/2016	$64.01
Paid Chk# 045423	MCDONALD DISTRIBUTING CO.	12/2/2016	$13,554.10
Paid Chk# 045424	MENARDS - CAMBRIDGE	12/2/2016	$28.12
Paid Chk# 045425	MINNESOTA SHERIFFS ASSN	12/2/2016	$50.00
Paid Chk# 045426	MLB PRINTING, INC.	12/2/2016	$95.00
Paid Chk# 045427	MSCIC	12/2/2016	$100.00
Paid Chk# 045428	MVTL LABORATORIES, INC.	12/2/2016	$43.20
Paid Chk# 045429	NAPA AUTO PARTS	12/2/2016	$71.56
Paid Chk# 045430	PHILLIPS WINE & SPIRITS, INC.	12/2/2016	$8,030.02
Paid Chk# 045431	PROPERTY MANAGEMENT SYS	12/2/2016	$30.33
Paid Chk# 045432	QUALITY FLOW SYSTEMS, INC.	12/2/2016	$1,400.00
Paid Chk# 045433	RED BULL DISTRIBUTION	12/2/2016	$323.25
Paid Chk# 045434	REICHMANN, WADE	12/2/2016	$1,365.00
Paid Chk# 045435	SOUTHERN GLAZERS OF MN	12/2/2016	$1,810.84
Paid Chk# 045436	ST. LOUIS MRO, INC.	12/2/2016	$22.50
Paid Chk# 045437	STRANDLUND REFRIGERATION	12/2/2016	$220.00
Paid Chk# 045438	TOTAL CONTROL SYSTEMS, INC	12/2/2016	$5,949.17
Paid Chk# 045439	TOWMASTER	12/2/2016	$7.65
Paid Chk# 045440	VERIZON WIRELESS	12/2/2016	$533.53
Paid Chk# 045441	VESSCO, INC.	12/2/2016	$1,736.25
Paid Chk# 045442	VIKING COCA-COLA BOTTLING	12/2/2016	$245.50
Paid Chk# 045443	WATSON CO., INC.	12/2/2016	$3,219.13
Paid Chk# 045444	WINE MERCHANTS	12/2/2016	$144.00
		Total Checks	$95,951.81

City of Isanti

Gross Payroll	76,025.83
Social Security & Medicare	8,258.72
Public Employees Retirement	7,770.71
Total City Expense	92,055.26

Pay Date 11-18-2016

Pay Period 24 (10/30-11/12/16)

City of Isanti

Gross Payroll	109,719.63
Social Security & Medicare	4,993.47
Public Employees Retirement	11,404.30
Total City Expense	126,117.40

Pay Date 12-2-16

Pay Period 25 (11/13-26/16)

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
October 25, 2016
Isanti City Hall and River Bluff Preserve

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jennifer Garvey, Mayor Wimmer, James Witte, and Aaron Zdon
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Wimmer, second by Witte to approve the October 25, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from September 27, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Tour of River Bluff Preserve

The group drove to River Bluff Preserve and walked the trails.

Wimmer explained on the walk out that the project to get vehicle traffic at Legacy Park stopped near the sign can continue. The bank was becoming uncooperative, but in further reviewing the easements that have been set for the property, the city has the permission it needs to move forward already. The temporary easement will stand until development begins on those parcels.

Mayor Wimmer and Everett explained how the trails were laid out and that the trails from the park connect through Martin's Landing up to the Isanti Middle School. Wimmer explained that Dan Golner from the MN DNR would like to see some signage at the bottom of the stairs that lead down to the river to indicate that it is a DNR approved project. Everett explained that she has contacted Golner about specifics for that signage and was told that he needs to meet with some people first and will get back to us when they have discussed it. At the bridge, Wimmer explained that there was some confusion with Golner about the bridge that we are using, but he and Everett believe that it will be allowed to stay. Everett explained that our goal is to get some longer ramps next year to help people get to the dock without having to go through so much mud. There was discussion about how well-used the bridge has been. Everett and Wimmer explained that the bridge has been used regularly since it was installed; Zdon and Witte stated that they have both seen kids heading that way with fishing poles on a regular basis as well. Garvey asked what the gates at the ends were there for; Everett explained that they are meant to keep ATVs off but are still wide enough for ADA accessibility. Wimmer also pointed out some areas along the trails north of the bridge where the ATVs have caused erosion issues; the city has installed bollards along

the trails to keep ATVs out which should help to stabilize these areas. Since those bollards have gone in, the ATV traffic seems to have declined greatly. The group walked back to the community garden via the switchback trail. Wimmer stated that Golner (DNR) also wanted more grass along this trail, but that has been a challenge with continued flooding this year. The upper portion of the switchback does have some grass starting to grow in.

4. Community Garden – Review and Updates for 2017

Everett stated that she would let the members read the memo for the majority of the updates to save some time, but there were a few points to bring up. The registration for this year was open to everyone from February 9 to June 1; however, there are many gardeners who would like to return next year to their same plots. In brainstorming with other staff, Everett recommended that there be three windows: February 6 to 10 for returning gardeners to reserve the same plots, February 13 to 17 for returning gardeners to reserve new plots, and February 18-June 1 open to everyone. Garvey questioned that if this system was in place, one person could potentially hold the same plot for several years. Wimmer explained that the goal is for people to be able to build the soil in consecutive years and to be able to feel some investment in their plots. The group discussed the schedule; Wimmer made a motion, Witte seconded to approve the recommended registration schedule for 2017.

Everett also asked the group to discuss what, if anything, should happen if someone does abandon their plots early in the year. Wimmer stated that the only way to collect any monetary fee would be to send someone through the civil court system or to assess their taxes, both of which would end up having much more money tied up in them. Everett asked if those things would be worth it and the group agreed that they would not. Garvey stated that those cases will likely be rare, as well. Everett stated that next year we will have our own tiller so that kind of maintenance will be easier. Garvey stated that she thought the best option would be to state clearly in the application language that people are responsible for their plots through a certain date. That said, things do come up in people's lives, so we should also state that if for some reason someone is no longer able to maintain their plot, they should let us know. In addition, as a consequence to someone who does not abide by these rules, an option is to not allow them to reserve a plot the next year. Everett stated that she thought that was a great idea, and asked if it would be for just the next year that they couldn't reserve a plot; Garvey stated that she would recommend that the language state the next year and then it could be reviewed if that became necessary. The group agreed that this would be a good plan moving ahead.

5. Tot Lot Renaming Contest

Everett stated that the city received three applications within the contest timeline and an email after the window closed. Garvey stated that she thought the late email entries should not be considered. Zdon agreed. Everett stated that the options then were "Hidden Adventure Park," "Isanti Hills Neighborhood Park," and "Viking Park." Zdon stated that he had preference from the options already. Wimmer asked him which one he liked best; Zdon stated that he liked Isanti Hills Neighborhood Park because that is the name of the development. The group agreed that they liked that option as well. Garvey made a motion and Witte seconded to recommend that the Isanti Tot Lot park be renamed the Isanti Hills Neighborhood Park. Garvey asked if we have any other parks that are named "neighborhood" parks. Wimmer stated that no, we don't. Zdon stated that he thought adding neighborhood into the name might help to create a sense of ownership for the people living there and help them connect to it. Garvey asked if there were delineations for what a neighborhood park could be. Everett stated that our comp. plan does define neighborhood parks, but thought that Tot Lot would fit within that definition. Wimmer stated that it would and that a neighborhood park is one that is accessible to residents without having to cross a major road. The group agreed that the benefit of calling it a neighborhood park was enough to keep it included in the name.

6. Parks Updates

Everett stated that the first movie night was a success, there were about 30 people there and the volunteer group came from St. Scholastica Academy. There are now six of the seven dates full for volunteer groups, and November is the only one open. Everett explained that St. Scholastica was the first group to get their application in and said they would cover additional nights if they didn't fill so Everett told them that if she didn't fill November by the end of this week, she would let them know so they could to that night too. The members said that was a good idea.

Everett stated that the Bike Isanti County Committee meeting is scheduled for November 2 and she has gone through the existing comp plan that they will need. Everett explained that she would like the group to talk about how the plan should be updated. Wimmer stated that it depends on what they wanted to update; if they just wanted to redo what was there or totally rewrite it. He also explained that the City comp plan will be redone in the next couple of years and it might make sense for the parks one to be done at the same time so they work together and mirror each other. The group agreed that this would make sense. Everett asked that if for now she could just make notes on the current plan to give to the county with updates of existing parks and projects in the works. Wimmer said yes.

Wimmer also stated that in the process of the county initiative for a master plan, there have been some ideas of rolling the Cambridge-Isanti Bike/Walk Trail committee into the Bike Isanti County. He said he would push back against this because of how much the cities have invested in the trail and the current system for maintaining the trail is working great. He would not want the trail to be handed over to the county. If there are additions to the trail that are developed and maintained by the county, that would be different.

Everett stated that the city has also been working with the Arts and Science Academy on the park that will be going in over there, and the last update she received was that the school was going to submit plans without a gym, but the rest of the agreements that were being developed would be the same. Wimmer stated that the school has been thinking about adding on a high school or a middle school/high school combination building to the north. This might be why they don't want to add the gym to the building they have. He is not sure how far they are in that process, but there would be a lot of planning that would be required on behalf of the school for plats, beyond just the school itself, that would need city approval. The discussion is ongoing.

Everett explained that the Bluebird climber equipment should be shipped this week. Mike from St. Croix has offered to come up personally to make sure it gets installed and has been great to work with in this process. Zdon asked if the company also did skate park equipment. Everett stated that she did not know, but it's possible. Zdon stated that he would look them up online. Zdon asked if the skate equipment was still going to be taken down this year, and Everett stated that she had not been informed of that plan changing but Public Works has been very busy with other projects. Zdon stated that it's good that it's still up now because we've still had great weather and it's still being used.

7. Adjournment

Motion by Witte, second by Wimmer to adjourn the October 25, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 7:04 p.m.

Dated at Isanti, Minnesota this 25th day of October, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

RESOLUTION 2016-XXX

AUTHORIZING APPOINTMENT OF LIQUOR STORE MANAGER JACOBI TO SIT ON THE MMBA BOARD OF DIRECTORS

WHEREAS, the Minnesota Municipal Beverage Association (MMBA), established in 1934, is a statewide association of municipally owned and operated on-sale and off-sale alcohol beverage facilities serving the State of Minnesota; and,

WHEREAS, Liquor Store Manager John Jacobi has been asked to renew his seat on the MMBA Board of Directors; and,

WHEREAS, appointment to the MMBA Board of Directors will increase the relevance of Isanti within the organization and potentially the region; and,

WHEREAS, Jacobi's further involvement in this organization can lead to a greater benefit to the City of Isanti and it's Liquor Store.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize Liquor Store Manager Jacobi to be appointed to the MBA Board of Directors for a three-year term beginning April 2017.

This Resolution hereby approved by the Isanti City Council this 6th day of December 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

L.4.

RESOLUTION NO. 2016-

RESOLUTION APPROVING A CHECK BE WRITTEN TO FRIENDS OF ST. SCHOLASTICA FOR VOLUNTEERING AT THE COMMUNITY MOVIE NIGHT

WHEREAS, free public movie nights at the Isanti Community Center were approved by City Council January 21, 2014 Resolution No. 2014-013; and,

WHEREAS, the City of Isanti receives requests from various non-profit youth organizations and groups from Isanti to volunteer at the ICC Movie Nights approved by City Council September 16, 2014 Resolution No. 2014-226; and,

WHEREAS, the volunteer group per the policy are to receive the profits from the concessions sold at the movie night; and,

WHEREAS, the City of Isanti received an application for Friends of St. Scholastica to volunteer at the November 18, 2016 movie; and,

WHEREAS, the profit from the November 18, 2016 movie night was $28.38; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that a check will be written to Friends of St. Scholastica in the amount of $28.38.

This resolution was duly adopted by the Isanti City Council this 6th day of December, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/ City Clerk

(SEAL)

L.5.

RESOLUTION NO. 2016-XXX

RESOLUTION ACKNOWLEDGING PERMANENT EMPLOYEE STATUS FOR PART TIME ADMINISTRATIVE DATA CLERK JANICE LUTTERMAN

WHEREAS, the City of Isanti's Personnel Policy requires a probationary period for new employees or employees promoted to new positions; and

WHEREAS, Janice Lutterman has successfully completed her (520 hour/six month) probationary period.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ISANTI, MINNESOTA AS FOLLOWS:

1. That Janice Lutterman is acknowledged as a permanent employee of the City of Isanti in the position of part time Administrative Data Clerk with all responsibilities and benefits of that position.

2. That Human Resources is directed to forward an executed copy of this resolution to the employee and place a copy in the respective personnel files for future reference.

This resolution was adopted by the Isanti City Council this 6th day of December, 2016.

Attest:

George A. Wimmer
Mayor

Lindsey Giese
Human Resources/City Clerk

(SEAL)

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: November 23, 2016

Subject: Neighborhood Stabilization Program (NSP) Subordination Request

---

The City has received a request (see attached) from Anna and Rick Wegwerth. 1213 Blossom Boulevard NW, to subordinate their NSP repayment agreement/loan to a new primary loan (re-finance) for their home. The City has received and approved such requests from NSP recipients in the past. The proposed re-financing is in conformance with the City's Subordination Agreement Policy. The Finance Committee has reviewed this request.

Attached for your consideration is a Resolution to approve subordination of the NSP loan.

November 8, 2016

To: City of Isanti

We, Rick & Anna Wegwerth, plan to refinance the loan for 1213 Blossom Blvd NW with Tradition Mortgage. To complete the process, we will need to subordinate this mortgage with the City of Isanti.

Sincerely,

Rick Wegwerth

Anna Wegwerth

RESOLUTION 2016-____

A RESOLUTION APPROVING AN AGREEMENT FOR SUBORDINATION OF A NEIGHBORHOOD STABILIZATION PROGRAM LOAN

WHEREAS, on September 15, 2009 a mortgage agreement for a loan made under the Neighborhood Stabilization Program (NSP) was executed and that document was filed as Document Number 403147 in the office of the Isanti County Recorder on October 13, 2009 for the property located at 1213 Blossom Boulevard NW (Lot 2, Block 2, Villages on the Rum); and

WHEREAS, the party with the NSP mortgage is re-financing the primary mortgage for the house and needs to have the City of Isanti subordinate the NSP mortgage to the new primary mortgage; and,

WHEREAS, the party, Anna (Vick) Wegwerth and Rick Wegwerth, in conjunction and through their new lender, Tradition Mortgage Company, Inc., have been working with City staff on this matter and in conformance with the City of Isanti NSP Subordination Agreement Policy; and

WHEREAS, the Finance Committee has reviewed this request and is recommending approval of the subordination request subject to compliance with the NSP Subordination Agreement Policy:

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize the execution of the NSP Subordination Agreement attached as Exhibit "A", with the condition that the NSP Subordination Agreement Policy is adhered to.

This Resolution hereby approved by the Isanti City Council this 6th day of December, 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

Exhibit A

NSP Subordination Agreement

WHEREAS, City of Isanti, possesses a valid and enforceable lien against the following described real property located in the County of Isanti, State of Minnesota, which is legally described as:

Lot 2 Block 2, Villages on the Rum, Isanti County, Minnesota

Which single lien was created in the Repayment Agreement; Statutory Short Form Mortgage between Anna (Vick) Wegwerth, mortgagor, in the original amount of $36,100.00, dated October 13, 2009, recorded October 13, 2009, as Document No. 403147, with the county Recorded in and for Isanti County, Minnesota.

WHEREAS, Anna and Rick Wegwerth have applied for a first mortgage loan from Tradition Mortgage Company, Inc.

WHEREAS, Tradition Mortgage Company, Inc. has indicated that it is unwilling to accept a Mortgage upon the above described real property in security for said loan unless the City of Isanti, shall subordinate its lien to the lien to be created by said Mortgage on said property.

NOW THEREFORE, in consideration of the premises and as an inducement to Tradition Mortgage Company, Inc. to accept said Mortgage, City of Isanti, hereby agrees to subordinate, and hereby does subordinate its said mortgage lien, now in the current amount of $10,228.33, against the above real property to the mortgage lien of Tradition Mortgage Company, Inc., dated _____ filed _____ as Document No. _____ against said property, said Mortgage in favor of Tradition Mortgage Company, Inc. to have the same validity force and effect as if executed, delivered, and recorded prior to the date of execution of said mortgage in favor of City of Isanti.

IN TESTIMONY WHEREOF, this Subordination Agreement was executed this _____day of _____, 2016.

By: _____

Its Mayor

STATE OF MINNESOTA)
) SS
COUNTY OF ISANTI)

The foregoing instrument was executed this _____ day of _____, 2016 by George A. Wimmer, the Mayor of City of Isanti, a Municipality under the laws of the state of Minnesota, on its behalf.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Isanti
110 1st Avenue Northwest
PO Box 428
Isanti, MN 55040

When recorded please return to:
City of Isanti

RESOLUTION 2016-

A RESOLUTION APPROVING INSTALLATION OF ISANTI INDOOR ARENA PUBLIC RESTROOM AND WARMING HOUSE DOOR HANDLES AND OCCUPANCY SENSORS

WHEREAS, the 2016 PRC budget included $6,600.00 (PRC-401) to have automatic locks installed at the Isanti Indoor Arena public restrooms and warming house; and,

WHEREAS, the automatic locks were installed for $2,850.00; and,

WHEREAS, upon installation, it was found that a different type of door handle should be installed on each door to ensure the locks will work as intended; and,

WHEREAS, in addition to new handles, city staff recommend that occupancy sensors be installed on the lights to prevent them from being left on for extended periods of time; and,

WHEREAS, the city contracted electrician, Isanti Electric, and the building's original locksmith, Vintage Lock, have provided estimates for the work as follows:

- Occupancy sensors (Isanti Electric) - $450.00
- Door handles (Vintage Lock) - $1,080.00

WHEREAS, the total cost to finish this work with 10% contingency, will not exceed $1,683.00; and,

WHEREAS, at its November 17, 2016 meeting, the Finance Committee recommended funding these projects with the remaining $3,750.00 from the amount originally budgeted for the locks;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to hereby approve expenses not to exceed $1,683.00 for new handles and occupancy sensors for the Isanti Indoor Arena public restrooms and warming house from Parks, Recreation and Culture-401 Maintenance and Repairs – Buildings.

This Resolution hereby approved by the Isanti City Council this 6th day of December 2016.

Attest: Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

CITY OF ISANTI
PARKS, RECREATION, AND CULTURE BOARD
MEETING MINUTES
November 22, 2016
City Council Chambers

1. Meeting Opening.

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

B. Pledge of Allegiance.
Everyone stood for the Pledge of Allegiance.

C. Roll Call.
Members Present: Jennifer Garvey, Mayor Wimmer, James Witte, and Aaron Zdon
Staff Present: Katie Everett, Community Events and Parks Coordinator

D. Agenda Modifications.
Zdon asked if there were any agenda modifications. There were none.

Motion by Garvey, second by Witte to approve the November 22, 2016 Parks, Recreation, and Culture Board Agenda. Motion was unanimously approved.

2. Approval of Minutes from October 25, 2016 Parks, Recreation and Culture Board Meeting.

Motion by Wimmer. Second by Garvey. Vote was unanimously approved.

3. Community Garden 2017 Handbook

Everett explained that she took what we had from 2016 and put a picture of our real garden on it and updated some of the things that we talked about last time and put in new dates. One point that she wanted to highlight that was changed was on the wordy side [of the brochure] under "Community gardeners will": "maintain their plots through the end of the season and arrange for care of plots during vacation or other extended absence. In the event that a plot can no longer be maintained, gardeners will notify the City of Isanti as soon as possible" and that was to cover if somebody were to be done in July, we'd have this to say that it's yours to be taken care of until the end of the season. Everett said that if that goes with what the board was thinking she will keep it in there. Garvey agreed that it was. Everett stated that she updated the dates for the season; staff had talked about ending the season a little bit earlier next year because we ran into frost and things this year, and people were done for the most part at the beginning of October. Everett put in the handbook that the season would end October 15th next year. We didn't have a ton of people that just grew pumpkins or anything that they would be waiting for; Everett doesn't see a lot of people being upset about not having those extra couple weeks, and it makes more sense for having running water end at that time. Zdon agreed.

Everett stated that on the cover page, all of those dates are updated. Council did approve the registration period that the board discussed so that is set. Everett stated the kick-off party will be the pre-season meeting, and everyone can get together and we'll go over rules and that kind of thing, but a party sounded like more fun than a meeting, so hopefully people come. The first day to garden and last day to garden are listed there too. The gardeners also talked about doing more gatherings and those kinds of things during the summer, but Everett stated that if that's something she is going to coordinate, she'll do surveys to see when people can come after they're registered so that it's not just something she makes up and then no one can come. Those will be to be determined. Prices are the same; the rest of the rules are all the same.

Everett asked Mayor Wimmer if this should go to Council to get approved as well. Wimmer stated that it should. Garvey motioned to have the amended handbook brought to Council for approval, Wimmer seconded; the motion was unanimously approved.

4. Parks Updates

Everett stated that the second movie night was very snowy, but 32 people came. Garvey stated that was very good turnout for that night. Everett stated we had more people come to that one than the first one, and it was great to see all of those people come. The next movie is Elf and South Isanti Baptist Youth Group will be coming in to run that one. Everett stated that it's a great December movie so we should have a good turnout; they have invited a bunch of people on our Facebook event and that kind of thing too.

Everett stated that she and Mayor Wimmer went to the Bike Isanti County meeting, and the purpose of that meeting was to select who was going to do the master plan. They had a couple of proposals come in and the group weighed pros and cons of those. The committee chose one that has to go to the County Board for approval. Part of that process is going to be County staff making sure they have money for the proposal that the committee selected; they have the majority of it, but there definitely is a gap in funding there that they need to come up with. Wimmer stated that the proposal that was selected, he thought the County staff might have been leaning toward the other proposal because it was cheaper, but they only had one public meeting. The proposal that was selected has a meeting in each of the three cities, has more input from the public, it costs more, but there's more work to do and it's a good proposal that brings in a lot of public input, and hopefully the County Board will go with that recommendation. Everett stated that she did talk to them at the end of the meeting and it sounded like the county board will accept it as long as they find the money to cover it.

Wimmer stated that he had two updates. Council has goal setting in January, and there are two items from PRC that will be going there. One will be the dog park and the other is the outdoor hockey rink to see if there is commitment to either, and then making that a goal for Council to make that happen. He will let the board know if February.

Everett stated that she has been working with Josi [Public Services Director] on some inspection forms for each of the parks. There had been some started, but not really in a helpful way. It was a really long list that in most of our parks only a few of things apply. Everett has gone through the standard list and made it applicable to each of our parks, so it will be a checklist that she or someone from Public Works can go through every month to make sure things are being kept up and we don't end up with a big list of surprises again. That doesn't mean that things that are found will be budgeted, so there may still be discussions that need to be had, but at least we'll know more regularly what's going on and what needs to be replaced. That is a work in progress.

Everett stated that the Parks Brochure is coming. Basically, we'll just have to start over the next couple of months finding bands and scheduling them for Street Dances and getting programs for next year set. As far as she knows, that won't need to be done until the beginning of February so we have some time to work on it, but she wanted to put it on the Board's radar.

Everett stated that in discussions with other staff, the Arts and Science Academy is making some progress. We don't have anything finalized with them yet, but it sounds like wheels are turning, and hopefully we can get agreements settled so that things can move forward. Wimmer stated that they have their planning done, but it doesn't look like they're going to build a gymnasium that they were looking at initially so we are looking at doing something with the lot so we can split that off and put it to their existing primary lot. They are looking at doing a middle school, and then eventually a high school at

some point. They are moving forward on the park portion that we had discussed with them, but they have a couple of irons in the fire.

Everett stated that the Bluebird climbing equipment is here, but she hasn't gotten a hold of the guy from St. Croix who is supposed to come and put it back up. She asked if the board would be okay with it being put up in the spring so it doesn't just sit out there all winter, she doesn't know how much it gets used in the winter. If it makes sense to put it in next spring we can. The ground is not that frozen yet, so if we want to put it in now, she can get in touch with him. Wimmer stated he would recommend waiting until spring. Garvey agreed. Everett stated that she'll let them know, and she'll tell them to plan on being here as soon as it is spring to get it put back up.

Everett stated that the last thing she has is the vehicle traffic issue at Legacy. She had a map to pass around that shows what we're thinking needs to be done. We'll have a gate installed at the end of where the pavement is right now, and because of the easements that we're using, we'll have to tell people to use that access road to get in. The map shows where we will ask them to walk. Part of the process will be having Bolton and Menk redo the trail map for us so it shows that, so there is a cost involved with that as well. We'll need to make sure that we have sources for the funding for the engineering and for getting the equipment for the gate. Once we have that, in the springtime we can put the gate in. Everett passed the map around and explained that the ponds that are out there belong to the City so if people go about halfway up the road, there is already an easement. Wimmer stated that it is an access easement to the stormwater ponds for when the area gets built out. He explained that we tried for a while to get a closer in to where most people are walking, but we do have an access easement that will serve as our designated trail. The bank has kind of just shut down on working with us, and we aren't exactly sure why, but it is what it is at this point.

Everett stated that the only other thing she had was a letter for Zdon because his term is expiring at the end of the year. The opening has been posted.

Zdon stated that there is no meeting in December; Everett confirmed.

5. Adjournment

Motion by Wimmer, second by Witte to adjourn the November 22, 2016 meeting of the Parks, Recreation, and Culture Board. Motion was approved.

The meeting adjourned at 6:13 p.m.

Dated at Isanti, Minnesota this 22nd day of November, 2016.

Respectfully submitted,

Katie Everett

Katie Everett
Community Events and Parks Coordinator

ADDENDUM TO AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, DECEMBER 20, 2016– 7:00 P.M.
CITY HALL

E. Proclamations/Commendations/Certificate Awards

F. Approve City Council Minutes

G. Citizens Input

H. Announcements

I. Council Committee Reports

J. Public Hearings

K. Business Items

K. 3 – Discussion Regarding Planning Commission *(Mayor Wimmer)*

K.11 – Consider Resolution to Extend Site Use Agreement Between the City of Isanti and Catholic Charities

All 'K. Business Items' will be renumbered accordingly

L. Consent Agenda

M. Other Communications

Adjournment

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: December 20, 2016

Subject: Consider 3-Month Extension for Senior Dining Contract

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Background:
Catholic Charities, the organizing entity for Senior Dining, is currently paying $100/month for use of the Isanti Community Center. Senior Dining uses the building Monday-Friday from 10:30am-1:30pm. At the December 8, 2016 meeting, the Finance Committee reviewed the contract for 2017 that had been drafted by Catholic Charities.

The Finance Committee recommended that Senior Dining be charged $105/month in 2017. Staff forwarded the change to the organization. The organization has responded that it will have to determine where the extra funds will come from.

The Finance Committee also recommended some minor changes to the language of the contract. These changes were accepted by Senior Dining and are as follow:

- "III. All correspondence regarding this agreement will be between the Senior Dining Program Director and City of Isanti – ~~Don Lorsung, City Administrator~~ *Community Events and Parks Coordinator or designee*."
- Section IV add: "Senior Dining will be responsible for daily set up of the facility according to its preference."

Staff Request:
Staff is requesting that City Council extend the contract for the amount of $100/month for three (3) months, at which point a new contract will be submitted for approval at $105/month.

Attachments:

- Resolution 2016 – XXX
- Senior Dining Contract

CATHOLIC CHARITIES SENIOR DINING PROGRAM
SITE USE AGREEMENT

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Senior Dining Program in Isanti, Minnesota.

This agreement made this 1st day of January, 2017 by and between Isanti Community Center, 110 1st Ave, N, PO Box 428, Isanti, MN 55040 hereafter referred to as the Company and the Catholic Charities Senior Dining Program, 157 Roosevelt Road, Suite 200, City of St. Cloud and the State of Minnesota, hereafter called Senior Dining, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. TERM OF AGREEMENT: The term of this agreement shall be in effect January 1, 2017 and continuing until either party deems it necessary to change specifications stated in the agreement. The agreement may be changed by either party upon 60 days written notice thereof to the other.

II. The Senior Dining Program agrees to pay $100.00 per month to help offset the costs of the operation.

III. All correspondence regarding this agreement will be between the Senior Dining Program Director and City of Isanti City of Isanti Community Events and Parks Coordinator. Any issues/concerns regarding this contract can be referred to Ruth Hunstiger, Director of Community Services, at 320-229-4592.

IV. Senior Dining agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of Isanti Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of Isanti, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured yearly by Senior Dining.

V. Senior Dining usually observes the following holidays: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Other days of closing will be determined by Senior Dining and the Company. Other dates Senior Dining will not occupy the facility are: February 22nd Blood Drive, April 20th Blood Drive, June 29th Blood Drive, August 24th Blood Drive, October 19th Blood Drive, December 21st Blood Drive and December 11-15th Isanti Lion's Christmas Project.

VI. Senior Dining agrees to restore the used facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Basic custodial services such as floor maintenance, window washing, cleaning of restrooms, washing and/or painting of walls, and snow removal are the responsibility of the Company. Senior Dining will be responsible for daily set up of the facility according to its preference.

VII. Senior Dining shall at it's own expense procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars ($1,000,000.00) and Workers Compensation Insurance on all staff relating to the site mentioned above. Senior Dining shall hold the building owner harmless for damages or injury occurring on the rented premises for which Senior Dining is found liable.

VIII. The Company agrees to assume sole financial responsibility for the facility due to mechanical and electrical problems and to repair damage as a result of the above. Maintenance and repair costs of equipment owned by the Company will be the responsibility of the Company.

IX. In the event Senior Dining or the Company must cancel all or part of the terms of this agreement, both parties will provide the other agency sixty (60) days notice in writing. Upon written receipt by the Company from Catholic Charities Senior Dining, this agreement is subject to immediate termination by Senior Dining should federal, state or local dollars be reduced or withdrawn.

X. Senior Dining may use the kitchen and dining room during the hours of 10:30 a.m. to 1:30 p.m. Monday through Friday.

XI. The Company agrees to furnish Senior Dining information about insurance coverage and dollar value of each type of coverage carried which relates to the facility and persons using the facility.

XII. Other:

CATHOLIC CHARITIES
SENIOR DINING PROGRAM

_____
Program Director

Date _____

OWNER/OPERATOR

_____

Date _____

RESOLUTION NO. 2016 -

A RESOLUTION TO EXTEND SITE USE AGREEMENT BETWEEN THE CITY OF ISANTI AND CATHOLIC CHARITIES

WHEREAS, Catholic Charities requests the City enter into a 2017 Site Use Agreement; and

WHEREAS, the agreement allows Catholic Charities Senior Dining Program to partner with the City to provide meals for seniors in the Isanti and surrounding communities; and

WHEREAS, the Isanti Community Center is the site location for the service; and,

WHEREAS, the hours of operation for the service are from 10:30 a.m. to 1:30 p.m.; and,

WHEREAS, due to increases costs associated with the operations of the facility, the City of Isanti will require an increase in the monthly fee to Senior Dining; and,

WHEREAS, in order to allow Catholic Charities ample time to budget for the increase, City of Isanti is agreeing to extend the rate of $100.00 per month for rental of the Isanti Community Center for three months; and,

WHEREAS, the term of the agreement will be January 1, 2017 – March 31, 2017; and,

WHEREAS, the agreement will be revisited prior to the expiration date, at which time the fee will increase to $105/month.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Isanti, Minnesota, to approve entering into the 2017 Site Use Agreement with Catholic Charities, attached as Exhibit 'A', with the following conditions:

1) The 2017 Site Use Agreement, "Exhibit A," will be amended to expire on March 17, 2017.

This resolution was duly adopted by the Isanti City Council this 20th day of December 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, DECEMBER 20, 2016 – 7:00 P.M.
CITY HALL

A. Call to Order
B. Pledge of Allegiance
C. Roll Call
D. Adopt Agenda

E. Proclamations/Commendations/Certificate Awards
1. Employee Recognition – Years of Service
2. Recognition of Karen Fedoryshyn for the Winning Entry in the Tot Lot Renaming Contest

F. Approve City Council Minutes
1. December 6, 2016 – Regular Meeting of the City Council

G. Citizens Input

H. Announcements

1. **CITY OFFICES CLOSED** *(In observance of the Christmas Holiday)*	Friday, December 23, 2016 *(Beginning at Noon)* Monday, December 26, 2016 *(All day)*
2. **CITY OFFICES CLOSED** *(In observance of the New Years' Holiday)*	Monday, January 2, 2017
3. City Council Meeting	Tuesday, January 3, 2017 at 7:00 p.m.
4. Economic Development Authority Meeting	Tuesday, January 3, 2017 *(Immediately following the City Council Meeting)*
5. Planning Commission Meeting	Tuesday, January 10, 2017 at 7:00 p.m.

I. Council Committee Reports

J. Public Hearings
1. Ordinance Approving the Annexation and Zoning Request from Brennan and Rebecca Cox of Parcel No. 01.006.0505 into the City of Isanti and for such property to be Zoned Commercial Recreation

K. Business Items
1. Report on Library Link and Extension of Agreements for 2017 *(Barbara Misselt, Library Director)*
   a. Resolution Approving Partnership Agreements Between the City of Isanti and the East Central Library and the Isanti Area Friends of the Library
2. Discussion on the Third Amendment to the Joint and Cooperative Agreement for the Cambridge-Isanti Bike Walk Trail *(Mayor Wimmer)*
   a. Update on Isanti County Trail & Bikeway Master Plan Process

<u>City Administrator Don Lorsung</u>
3. Consider Amendments to the City Code and Fee Schedule
   a. An Ordinance to Amend the Code for the City of Isanti, Chapter 160, Fees
   b. Resolution Adopting Fees Within the City of Isanti
4. Consider Ordinances Approving Water & Sanitary Sewer Rate Reductions
   a. Ordinance to Amend the Code for the City of Isanti, Chapter 325, Water
   b. Ordinance to Amend the Code for the City of Isanti, Chapter 260, Sewer

5. Resolution Approving the Request from First Fruits Land Development LLC for Preliminary Plat Approval of Sun Prairie Third and Fourth Addition
6. Consider Extension of SAC and WAC Deferral Program for 2017
7. Consider Purchasing Advertisement in North Highway 65 Chamber of Commerce Map
8. Consider Authorizing Targeted Community Survey
9. Consider Authorizing Design and Purchase of City of Isanti Community Map

Police Chief Gene Hill

10. Resolution Approving Joint Powers Agreement – Regional Criminal Tracking and Analysis (RCTAG) with Sherburne County Sheriff's Office

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $522,278.60 and Payroll in the amount of $89,850.73
2. Contractor's Pay Request No. 04 Wastewater Treatment Improvements in the Amount of $365,954.00
3. Final Meeting Minutes for the November 1, 2016 Economic Development Authority Meeting
4. Final Meeting Minutes for the November 9, 2016 Planning Commission Meeting
5. Resolution Approving a Check Be Written to South Isanti Baptist Church for Volunteering at the Community Movie Night
6. Resolution Approving the Engagement Letter for the 2016 Audit
7. Resolution Approving Addendum to Snow Plowing Policy
8. Consider Approval of Revised Right-of-Way Permit Application
9. Consider Approval of Backup Street Snow Removal Service
10. Consider Purchase and Installation of Real Estate Sign for 100 Dahlin Ave NE

M. Other Communications

1. Draft Minutes of the December 6, 2016 Economic Development Authority Meeting
2. Draft Minutes of the December 13, 2016 Planning Commission Meeting
3. November Building Permit Report
4. November Police Department Report
5. November Code Enforcement Officer's Report
6. December Engineering Project Status Report

N. Closed Session

1. Labor Negotiations

The City Council will resume in open session following each of the Closed Session matters. After reopening the meeting the Council may take such action, if any as it deems appropriate pertaining to the matter discussed in closed session.

Adjournment

F.1.

CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, DECEMBER 6, 2016 – 7:00 P.M.
CITY HALL

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

The Pledge of Allegiance was recited.

Members Present:	Mayor George Wimmer, Councilmembers: Paul Bergley, Dan Collison, Ross Lorinser and Steve Lundeen
Members Absent:	None
Staff Present:	City Attorney Clark Joslin, City Administrator Don Lorsung, Human Resources/City Clerk Lindsey Giese, City Engineer Brad DeWolf, Finance Director Jackie Fisher, Economic Development Director Sean Sullivan and Police Chief Gene Hill
Others Present:	Kathy Rostberg, Alan Maxwell, James Harris, Melissa Bettendorf and John Bettendorf

D. Adopt Agenda

The agenda was amended to include L.8. - Resolution Terminating the Employment of Utility Billing/Accounting Clerk Bethany Bradley

Motion by Collison, second by Lundeen to accept the amended agenda. Motion carried unanimously.

E. Proclamations/Commendations/Certificate Awards

1. Proclamation – Isanti Liquor Store – MMBA Support our Troops Winner – Presented a $200 Contribution to Beyond the Yellow Ribbon
2. Certificate Award Presented by Mr. Frank Scherf on Behalf of the Department of Public Safety to City of Isanti Police Department for Outstanding Agency in Administering the Safe and Sober Grant
3. Commendation to Officer Gau for Award for Outstanding Youth Education Program Received at Towards Zero Death Conference

F. Approve City Council Minutes

1. November 15, 2016 – Canvass Board Meeting of City Council
2. November 15, 2016 – Regular Meeting of the City Council
3. November 15, 2016 – Closed Session Meeting of the City Council

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

G. Citizens Input

H. Announcements

1. Planning Commission Meeting	Tuesday, December 13, 2016 at 7:00 p.m.
2. City Council Meeting	Tuesday, December 20, 2016 at 7:00 p.m.
3. **CITY OFFICES CLOSED**	Friday, December 23, 2016 *(Beginning at Noon)*
	Monday, December 26, 2016 *(All day)*

(In observance of the Christmas holiday)

I. Council Committee Reports

The Mayor informed the Council that we are up to 61 houses in 2016. The City had two permits that were pulled in the last week and a half and they are still trickling in. We look forward to more success in that area.

He also informed the Council that one of the statutory responsibilities for all Mayors and Councils in the State is that they are designated by law as the "Official Weed Inspectors". There continues to be more and more requirements and forms to fill out, specifically those for noxious weeds. The Mayor is allowed to designate that responsibility to someone else. He has designated our nuisance control person, Code Enforcement/Zoning Technician, therefore this requirement is being fulfilled. The Mayor just wanted to make sure the Council was aware.

J. Public Hearings

K. Business Items

1. **Establishing a Date for the City Council Goal Setting Meeting**

The Mayor explained that this meeting, in the past, has typically been held the last Monday in January. We usually begin at 8:00am and continues until it is completed. This year, being that there are five Mondays in January, we will meet instead on the fourth Monday, which is January 23rd. The Mayor requested to the Council that if there are any items they wish to add to the discussion list, to please get those to City Administrator Lorsung by the end of the first week of January. This allows staff time to do any necessary research, and the necessary information will be available for the meeting.

Motion by Lundeen, second by Collison to approve January 23, 2017 as the Goal Setting Meeting date with such meeting beginning at 8:00am until completion. Motion carried unanimously.

2. **Discussion of Use of City Property Adjacent to 12 West Main Street**

Mayor Wimmer explained this is the property where the City put in the connection from the alleyway out to Main Street. It has the gravel/stone area that is currently being parked on. Because it is not up to parking standards, and the City needs to fulfill the same obligations that are put on everybody else, it is being proposed to no longer allow parking there anymore. It's suggested that in the Spring we will grass it over and then mow it. The adjacent landowner, that is currently allowing parking, had been approached previously by the Railroad to see if they were interested in leasing it for parking and the City also offered to sell it to them at cost. The landowner declined both offers.

Motion by Lundeen, second by Bergley to no longer allow parking and in the Spring, grass the area. Motion carried unanimously.

Finance Director Jackie Fisher

3. **2017 Final Budget and Levy Presentation**

Finance Director Fisher explained there have been no changes since the Fall presentation in September. She displayed some slides highlighting varies items as outlined in the Final Budget proposal with Mayor Wimmer interjecting his thoughts as well. He also noted the Pavement Management Plan.

a. **Resolution 2016-347 Adopting the Final Budget for Year 2017**
b. **Resolution 2016-348 Adopting the Final 2016 Tax Levy, Collectible in 2017**
c. **Resolution 2016-349 Adopting the Final Budget for the Enterprise Funds for Year 2017**
d. **Resolution 2016-350 Approving a Cost of Living Adjustment (COLA) for Non-Union Employees**

Motion by Lundeen, second by Lorinser to approve Resolutions 2016-347, 2016-348, 2016-349 and 2016-350 as presented. Motion carried unanimously.

City Administrator Don Lorsung

4. **Ordinance 660 Lifting the Moratorium as Provided by Ordinance No. 652**

Motion by Lorinser, second by Collison. Motion carried unanimously.

5. **Resolution 2016-351 Approving 2017 Community Garden Handbook**

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

City Engineer Brad DeWolf

6. **Resolution 2016-352 Authorizing a Traffic Signal Study for the Intersection of Cajima Street NE and Minnesota Trunk Highway 65**

City Engineer DeWolf explained in order to put a traffic signal on a trunk highway you have to prove to MNDOT that there is adequate traffic to support it. Since so many people avoid that intersection, we are going to have to do turning count movements at six different intersections throughout the community. This will lead to a signal justification report, which if there is enough traffic, will lead to what is called an Intersection Control Evaluation or Phase Two of this process. This proposal has gone before the Finance Committee and they have recommended approval to the Council.

The Mayor explained the reasoning as to why this is being looked into. He stated the commercial and industrial traffic is foregoing the turn onto Hwy 65 from Cajima because they can't make that turn, and instead are going through the City to other controlled intersections. Also, the incident with the school bus earlier this year prompted all buses to be routed to the Heritage/65 signal. This study will help to see if the added signal light is justified. Mayor Wimmer also stated that the City does have the revenue for this purpose. This would be the first traffic signal the City will have completed over the last eight or nine years.

Councilor Bergley asked for clarification on how the City and MNDOT work together on this process. City Engineer DeWolf explained that to put a signal on a trunk highway system there is a list of warrants that MNDOT has. For example: peak hourly traffic, peak eight-hour traffic, pedestrian traffic, accident warrants, etc. The City will have to compile all of the different types of warrants and submit those to MNDOT for review and approval, with the explanation of how each warrant is met.

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

L. Approve Consent Agenda

1. Consider Accounts Payable in the Amount of $537,705.71 and Payroll in the amount of $218,172.66
2. Final Meeting Minutes for the October 25, 2016 Parks, Recreation and Culture Meeting.
3. **Resolution 2016-353** Authorizing Appointment of the Liquor Store Manager Jacobi to Sit on the MMBA Board of Directors
4. **Resolution 2016-354** Approving a Check Be Written to Friends of St. Scholastica for Volunteering at the Community Movie Night
5. **Resolution 2016-355** Acknowledging Permanent Employee Status for Part Time Administrative Data Clerk Janice Lutterman

6. **Resolution 2016-356** Approving an Agreement for Subordination of a Neighborhood Stabilization Program Loan
7. **Resolution 2016-357** Approving Installation of Isanti Indoor Arena Public Restroom and Warming House Door Handles and Occupancy Sensors
8. **Resolution 2016-358** Terminating the Employment of Utility Billing/Accounting Clerk Bethany Bradley

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

M. Other Communications

1. Draft Meeting Minutes for the November 22, 2016 Parks, Recreation and Culture Meeting

Adjournment

Motion by Lundeen, second by Bergley to adjourn. Motion carried unanimously. Meeting was adjourned at 7:24 p.m.

Respectfully Submitted,

Janice Lutterman
Administrative Data Clerk

A Community For Generations.

Isanti

J.1.

Public Hearing

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: December 20, 2016

Subject: Request from Brennan and Rebecca Cox for the Annexation of Parcel No. 01.006.0505 into the City of Isanti and for such property to be Zoned Recreational Commercial.

Background

Brennan and Rebecca Cox have petitioned the City for the annexation of a 41.99 acre parcel they own south of Isanti along Polk St NE located in Athens Township. Their property abuts the Isanti city limits on the southerly boundary.

The request comes to the city as a way to prepare this parcel for future development as a recreational commercial site. Final details have not been submitted the City and will be presented to the Planning Commission and City Council once the property owners are prepared to move forward with the development of their property as "Circle B Ranch Country Retreat/Event Center". The property will be zoned Recreational Commercial upon its incorporation into the City. Section 3, Subdivision 3(b) of Zoning Ord. No. 445 provides that if a property is not given a zoning designation upon annexation, it is considered to be in the "R-1" Single Family Residential District. Given that the reason for the petition is to assist in the development of the property for uses listed in the Recreational Commercial District, staff recommends designating the property as such within the annexation ordinance.

Minnesota State Statute permits such property to be annexed into the City via ordinance due to the nature of the request, a petition by the property owner, and because there is no orderly annexation agreement with Athens Township. MN State Statute provides that notification via certified mail must be provided to abutting property owners and the township 30 days prior to the public hearing. Such notice was provided. There is no requirement for the township to hold a public hearing; thus, the only public hearing is with the City.

Due to the petition being received after August 1st of a levy year, the property taxes for 2017 will be payable to Athens Township. The 2018, and future, property taxes will be payable to the City of Isanti.

The annexation will be effective upon approval by the Chief Administrative Law Judge.

Overview of the Zoning Ordinance

Section 3 – Establishing Zoning Districts

Subdivision 3: Zoning of Annexation or Detachment Areas

In the event of annexation of new areas to the City or in the event the City is given exclusive zoning jurisdiction of an area which is not annexed or within the City limits, such areas shall be considered to be in the "R-1" Single Family Residential District, unless the Ordinance annexing such property designates otherwise. If the area is not designated at the time of annexation, such "R-1" Single Family Residential

Zoning shall be maintained, until such time as the property owner requests a rezoning of the property. A public hearing before the Planning Commission requesting a particular zoning designation shall be held upon proper application to the City with final approval granted by the City Council

Filing: Any annexation ordinance provided for in this section must be filed with the chief administrative law judge, the township, the county auditor and the secretary of state and is final on the date the ordinance is approved by the chief administrative law judge. A copy of the annexation ordinance must be delivered immediately by the governing body of the municipality to the appropriate county auditors.

Public Comment

City staff provided certified letters to each property owner abutting the property to be annexed and the Athens Township Board. Per MN State Statute, the above parties are to receive certified notification of a petitioned annexation. Staff also mailed out notification to property owners within 350 feet of the property to notify them of the zoning change. The only questions receive so far related to when the meeting would be held. Staff informed them of the date and time of the City Council meeting.

Attachments

- Draft Annexation and Zoning Ordinance No. XXX
- Findings of Fact and Conclusions
- Map of the Area to be Annexed

ORDINANCE NO. XXX

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF ISANTI TO INCLUDE CERTAIN UNINCORPORATED PROPERTY (41.99 ACRES) OWNED BY BRENNAN AND REBECCA COX AND ABUTTING UPON THE LIMITS OF THE CITY OF ISANTI IN ATHENS TOWNSHIP PURSUANT TO MINNESOTA STATUTES 414.033, SUBD. 2(3), AND TO ZONE SUCH PROPERTY AS RECREATIONAL COMMERCIAL

WHEREAS, a certain petition dated October 31, 2016, requesting that the property as hereinafter described be annexed to the City of Isanti, Minnesota, was duly presented to this Council on the 15th day of November 2016; and,

WHEREAS, said property to be annexed is described as follows:

> That part of the Northeast Quarter (NE1/4) of Section Six (6), Township Thirty-four (34), Range Twenty-three (23), lying Easterly of the Easterly right-of-way line of the Burlington Northern Railway (formerly the Eastern Railway Company of Minnesota), excepting therefrom that part of said NE1/4 of Section 6, described as follows: Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) of said Section 6; thence South along the East line of said Section 6, a distance of 208.7 feet for the point of beginning of the exception to be herein described; thence West and parallel to the North line of said Section 6 and to the Easterly right-of-way of said Burlington Northern Railway; thence Southerly following the Easterly line of said railroad right-of-way and to the South line of the NE1/4 of said Section 6; thence Easterly along the south line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence North along the East line of the NE1/4 of said Section 6 to the point of beginning and there to terminate,
>
> Except the Northerly 243.75 feet of the Southerly 482.10 feet of the Easterly 547.29 feet and the Southerly 238.35 feet of the Easterly 592.87 feet.

WHEREAS, said petition was signed by all owners of the property; and,

WHEREAS, said property is unincorporated and abuts the City of Isanti on its Southerly boundary; and,

WHEREAS, said property is less than 120 acres; and,

WHEREAS, said property is not presently served by public sewer and water facilities or public sewer and water facilities are not otherwise available; and,

WHEREAS, the property to be annexed may be annexed by ordinance pursuant to Minnesota State Statutes Section 414.033, Subd. 2(3); and,

WHEREAS, the property shall be designated as a "RC" Recreational Commercial District under and pursuant to the Zoning Ordinance 445, Section 3, Subd. 3(b) and upon the City's zoning map, subject to amendment as provided by said ordinance; and,

WHEREAS, said property is proposed to be developed for recreational commercial purposes; and

WHEREAS, to facilitate said development, the property owner has requested city services be extended to said property at such time that they become available; and

WHEREAS, notice of public hearing was given to those parties specified in Minnesota Statutes 414.033, subd. 2b; and

WHEREAS, a public hearing was duly held by the Isanti City Council on the 20th day of December 2016; and

WHEREAS, provisions of Minn. Statute 414.033, subd. 13 are not applicable in that there will be no change in the electric utility service provider resulting from the annexation of the territory to the municipality.

NOW THEREFORE, THE CITY OF ISANTI DOES HEREBY ORDAINS AS FOLLOWS:

1. The City Council hereby determines that the property as hereinafter described is or is about to become urban or suburban in nature in that the conditions set forth in MN SS section 414.033, Subd. 2(3) apply, and said property is being developed for recreational commercial purposes which need or will need city services, including public sewer and water facilities, and that none of property is now included within the limits of any city.

2. **Territory annexed.** The corporate limits of the City of Isanti are hereby extended to include the following described territory, said land abutting the City of Isanti and being 120 acres or less in area, and is not presently served by public sewer and water facilities or public sewer and water facilities are not otherwise available, and the City having received a petition for annexation from all the property owners of the land, to wit:

   That part of the Northeast Quarter (NE1/4) of Section Six (6), Township Thirty-four (34), Range Twenty-three (23), lying Easterly of the Easterly right-of-way line of the Burlington Northern Railway (formerly the Eastern Railway Company of Minnesota), excepting therefrom that part of said NE1/4 of Section 6, described as follows: Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter (SE1/4 of NE1/4) of said Section 6; thence South along the East line of said Section 6, a distance of 208.7 feet for the point of beginning of the exception to be herein described; thence West and parallel to the North line of said Section 6 and to the Easterly right-of-way of said Burlington Northern Railway; thence Southerly following the Easterly line of said railroad right-of-way and to the South line of the NE1/4 of said Section 6; thence Easterly along the south line of the NE1/4 of said Section 6 to the Southeast corner thereof; thence North along the East line of the NE1/4 of said Section 6 to the point of beginning and there to terminate,

   Except the Northerly 243.75 feet of the Southerly 482.10 feet of the Easterly 547.29 feet and the Southerly 238.35 feet of the Easterly 592.87 feet.

The above described property consists of a total of 41.99 acres, more or less. Copies of the corporate boundary map showing the property to be annexed and its relationship to the corporate boundaries and an appropriate plat map are attached hereto.

3. **Population.** There are no people residing on the above described land.

4. **Property Taxes.** Pursuant to Minnesota Statutes 414.033, subd. 12, property taxes on annexations effective after August 1 of a levy year shall be payable to the Township of Athens, Minnesota for 2017. Thereafter, for property taxes payable in 2018, the property taxes shall be payable to the City of Isanti.

5. **Zoning.** Pursuant to Ord. No. 445, Section 3, Subd. 3(b), the property shall be designated as "RC" Recreational Commercial District.

6. **Filing.** The City Clerk is directed to file certified copies of this ordinance with the Chief Administrative Law Judge, the Township, the County Auditor and the Secretary of State.

7. **Effective date of annexation.** This ordinance takes effect upon its approval by the Chief Administrative Law Judge pursuant to Minnesota Statutes 414.033, subd. 7.

Passed and Adopted by the City Council of Isanti, Minnesota this 20th day of December 2016.

Attest: George A. Wimmer, Mayor

Lindsey Giese
Human Resources / City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from Brennan and Rebecca Cox for the Annexation of Parcel No. 01.006.0505 into the City of Isanti and for such property to be Zoned Commercial Recreation.

Findings of Fact

1. The petition for annexation was signed by all owners of the property.
2. Pursuant to MN State Statute 414.033, Subd. 2(3) the land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available, and the municipality receives a petition for annexation from all the property owners of the land. Except as provided for by an orderly annexation agreement, this clause may not be used to annex any property contiguous to any property either simultaneously proposed to be or previously annexed under this clause within the preceding 12 months if the property is or has been owned at any point during that period by the same owners and annexation would cumulatively exceed 120 acres
3. The land is not already part of another city.
4. The property is not presently served by public sewer and water facilities and public sewer and water facilities are not otherwise available.
5. Notice of electricity was provided pursuant to MN State Statute 414.033, Subd. 13, however, electric utility service providers will not change.
6. Resolution 2016-336 set a public hearing for December 20, 2016.
7. A public hearing was held pursuant to MN State Statute 414.033, Subd. 2b on December 20th, 2016. Notice was provided 30 days prior to the public hearing via certified mail to abutting property owners, the township and the current property owners.
8. There will be no population increase as the property is not for residential purposes.
9. The parcel will be subject to 2018, and future, City property taxes pursuant to MN State Statute 414.033, Subd. 12.
10. Zoning Ordinance No. 445, Section 3, Subd. 3(b), dedicates annexed property as "R-1" Single Family Residential if it is not otherwise dedicated. The affected parcel shall be dedicated as "RC" Recreational Commercial.
11. The zoning of the property would permit uses that are geared toward developing the property as uses outlined within the Recreational Commercial District.
12. It is in the best interest of the City and it residents annex and zone the parcel as Recreational Commercial as such a development is likely to require and request city services as they become available. Such use expands the economic viability of the City and allows a relationship that would not otherwise be available between the City and the property owner.
13. The City's boundary and zoning map shall be amended to reflect the changes as approved by City Council.
14. Notice of the Zoning request was published within the Isanti County News on Wednesday, December 7th, 2016. Notices were sent to all property owners located within 350 feet of the subject property.
15. Section 21, Article 1: Amendments (Text and Map), Subdivision 4 (D) of the Zoning Ordinance establishes criteria in which the judgment of the Planning Commission and City Council shall be based upon when reviewing a Rezoning request.

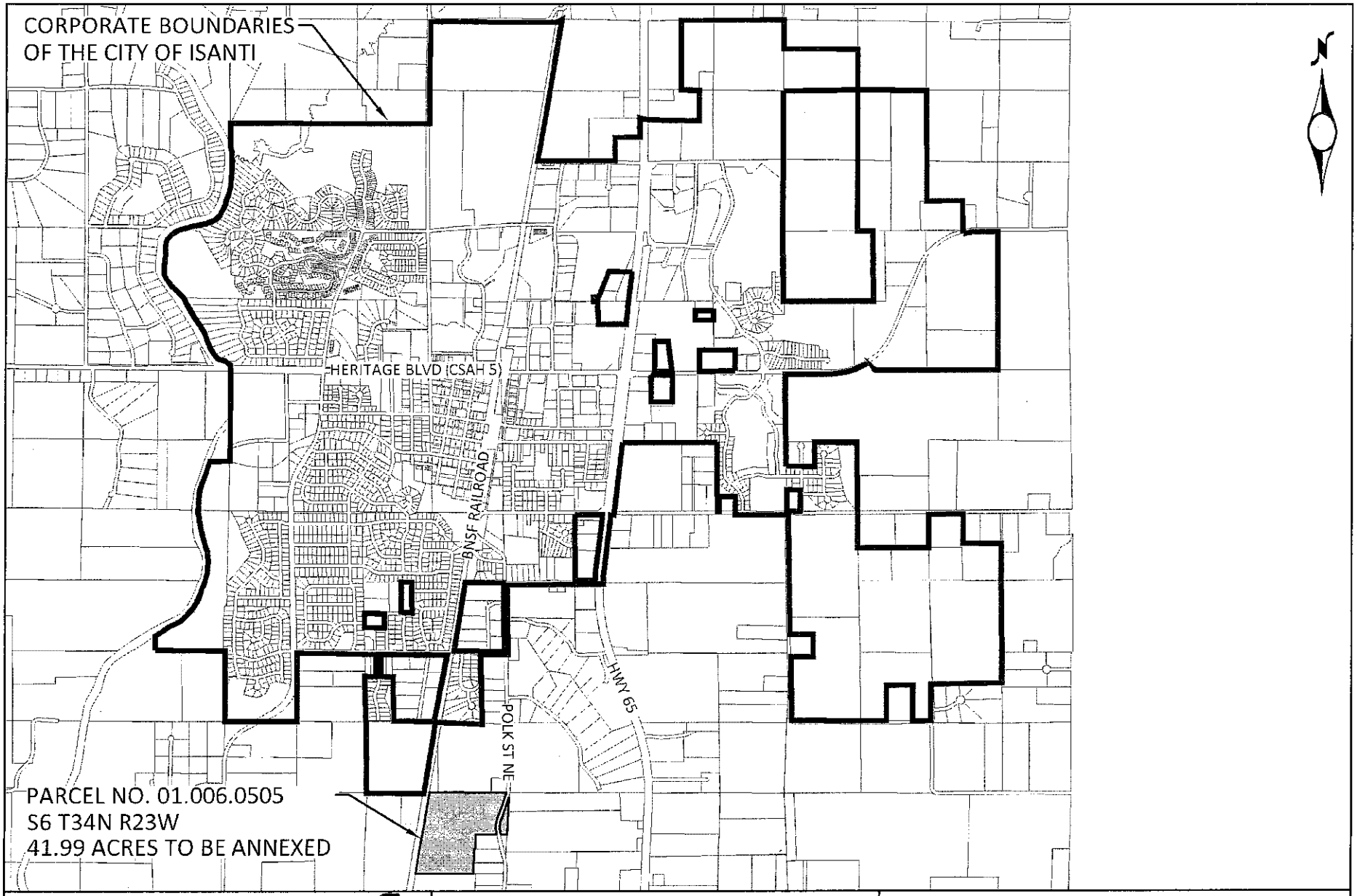
Conclusions

A. In review of the factors established in Section 21, Article 1 Amendments (Text and Map), Subdivision 4 (D) the following conclusions have been made (*conclusions to each requirement are shown in underlined italics)*:

1. The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the Comprehensive Plan, including public facilities and capital improvement plans.
   The Comprehensive Plan includes a specific section for Recreational Commercial that, to date, is not designated within the City. The Comprehensive Plan outlined this district for the time when it was needed and appropriate. The current land use map does not extend into Athens Township as there is not an orderly annexation agreement in place. When the Comprehensive Plan is updated, the land use map will be updated to reflect the future planning area.
2. The proposed action meets the purpose and intent of this Ordinance or in the case of a map amendment; it meets the purpose and intent of the individual district.
   The ordinance states that property annexed into the City is dedicated as residential unless dedicated otherwise. It is of the opinion of the City that the property would be better suited for Recreational Commercial in order to allow for the appropriate development of the property as an event venue.
3. There is adequate infrastructure available to service the proposed action.
   There is no public sewer or water facilities available to this property. Once it becomes reasonably available, connection will be required.
4. There is an adequate buffer or transition provided between potentially incompatible districts.
   The property is part of a nearly 42-acre parcel of land surrounded by agricultural and residential properties. Uses permitted within the Recreational Commercial District will be those that do not appear to disrupt the other districts.

Decision

The City Council reviewed the request in a public hearing on **December 20th, 2016**. The meeting minutes, staff memo, and attachments shall be made a part of the Findings of Fact and Conclusion.



A Community For Generations
Isanti

BOLTON & MENK

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

CITY OF ISANTI, MINNESOTA
PARCEL NO. 01.006.0505 ANNEXATION
LOCATION MAP

DECEMBER, 2016

12/14/2016 11:31 AM
© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\ISANI\R13111162\Parcel No 01006505 Annexation\FIGURE.dwg

K.1.

TO: Mayor Wimmer and City Council

FROM: Don Lorsung, City Administrator

DATE: December 14, 2016

RE: Library Outreach Stop Agreement Renewal

ECRL Director Barbara Misselt will be present to provide an update on the Isanti site, and to review the current Partnership Agreement with the City Council.

Attached is a draft resolution for extension of the Library Outreach Stop Partnership Agreements with the ECRL and Isanti Friends of the Library for 2017. The only change from last year's agreement is a request by the ECRL that the Friends are responsible for any fiscal matters concerning use of the computer printer that the Friends have provided for the Library Outreach Stop. This has been added to the Friend's agreement with the City of Isanti.

Exhibit A

East Central Regional Library
Outreach Stop
Partnership Agreement

In an effort to create more library service connections in communities across the six-county region served by the East Central Regional Library (ECRL) system, ECRL hereby agrees to continue to provide library outreach services in **Isanti** for the community of **Isanti** in **Isanti County**.

A selection of materials and services will be offered in the **City Hall** facility located at **110 First Ave NW** in the town of Isanti, MN.
The facility will be staffed by an ECRL staff member and open 4 hours per week, one day a week, thus providing connectivity to reading materials and resources from ECRL.

In order to make this library service partnership successful, the representatives of the community of **Isanti** and the library staff of ECRL agree to accept the following responsibilities:

ECRL will provide:

- Staff to open the outreach stop 4 hours a week once a week
- Insurance on equipment and materials owned by ECRL
- Each visit, staff will provide materials that were requested as well as materials to browse and check out.
- Staff will note interests of frequent patrons at the site and will attempt to bring items that may appeal.
- Equipment necessary to serve patrons, including computer.

The Community will provide:

- An appropriate facility, handicapped-accessible, with a handicapped-accessible public restroom.
- Insurance to protect property and community owned contents
- Insurance to protect against liability
- Internet connectivity to central library catalog and databases – line capacity to be a minimum of 1 MBS
- Maintenance of the book drop
- Parking to accommodate visitors to the outreach stop. Parking must be handicapped-accessible.
- Shoveling of walkways and removal of ice in order to provide safe entry and exit.
- Adequate space within that facility for a 14' x 14' minimum Outreach Stop area
- Signage to establish Outreach Stop for East Central Regional Library

- Shelving for a minimum of 350 books and other items, where deemed necessary.
- Comfortable seating and reading tables for 5-8 customers at time
- Utilities for the facility
- Cleaning of the facility
- Security for equipment and materials when not in active use
- Maintenance of any community-provided computer equipment

Outreach sites will be closed the same days as other ECRL facilities, according to the ECRL Holidays Closing schedule, approved annually by the ECRL Board of Directors.

The site will be evaluated once a year. If, at the end of each evaluation, the site is determined not viable for the regional library system, or not valuable to the community, ECRL or the community may amend or terminate this agreement with 30 days' notice, without penalty or recrimination. If adequate funding is provided, if the ECRL Board approves and the outreach stop is determined to be viable and valuable to all parties, the agreement may be renewed annually.

Signed _____ Date_____
Regional Library Director
For East Central Regional Library

Signed _____ Date _____
Mayor
For the Community of **Isanti**

Exhibit B

East Central Regional Library
OUTREACH STOP
PARTNERSHIP AGREEMENT between Friends of the Isanti Area Library, Inc. and the City of Isanti

In an effort to create more library service connections in communities across the six-county region served by the East Central Regional Library (ECRL) system, ECRL has agreed pursuant to a Partnership Agreement with the City of Isanti to establish an Outreach Stop for library outreach services in Isanti through a site provided by the City of Isanti. A copy of said agreement between the City of Isanti and ECRL is attached hereto as Exhibit A. As an integral part of the service provision, assistance will be provided by Friends of the Isanti Area Library, Inc., a Minnesota non-profit corporation.

A selection of library materials and services will be offered in Conference Room A, located at City Hall in the City of Isanti. The facility will be staffed by a combination of ECRL staff and community volunteers, with the goal of being open one day a week for 4 hours, serving as many customers from the area as possible, and providing computer connectivity to the reading materials and resource databases of ECRL.

In order to make this library service partnership successful, the representatives of the Friends of the Isanti Area Library and City of Isanti agree to accept the following responsibilities:

The Friends of the Isanti Area Library will provide:

- Internet Connectivity to central library catalog and databases – line capacity to be a minimum of 1 Mbs
- Maintenance of the book drop at the City Hall site;
- Signage to establish location as "Outreach Stop Site to East Central Regional Library"
- Free standing shelving for approximately 350-400 books and other items and any required installation;
- The Friends of the Isanti Area Library may, at their sole option, provide on site Computers for the public, to use for catalog searching, database browsing, Internet surfing. Printers for public use for a fee, with the Friends of the Isanti Area Library responsible for any funds/transactions regarding usage. If such Computer **Equipment is provided, it must meet ECRL minimum standards, and have content-filtering software.**
- Maintenance of any such community-provided computer equipment;
- Commitment to recruiting dependable volunteer staffing to work at site for open hours planned;
- Functional seating and worktable for volunteers;
- Comfortable seating and reading tables for 5-8 customers at a time;
- Identification and assistance in recruiting volunteer workers from the community as needed by the ECRL;

The City of Isanti will provide:

- An appropriate facility at Isanti City Hall, handicapped-accessible, with a handicapped-accessible public restroom;
- Insurance to protect property and community owned contents;
- Insurance to protect against liability;
- Parking to accommodate Link Site traffic;
- Shoveling of walkways into the Link Site as needed;
- Adequate space within that facility for a 14'x14' minimum Link Site service area;
- Cleaning of facility;
- A locked facility for library computer, equipment, and materials when not in active use;

- Allow use of City Hall during normal hours of operation. Typically Monday thru Friday from 8am to 4:30pm.
- Electricity for the Outreach Stop site
- Heat for the Outreach Stop site.
- Cooling for the Outreach Stop site.

Notwithstanding any other provision of this agreement, either party to this agreement may elect to terminate this agreement with or without cause at any time upon not less than 30 calendar day's written notice to the other party hereto. The site will be evaluated annually or more often if deemed appropriate by the Friends of the Isanti Area Library or the City of Isanti. If adequate funding and fulfillment of responsibilities by the Friends of the Isanti Area Library and City of Isanti is provided, and the Outreach Stop site is determined by all parties to continue to be feasible all parties, the agreement may be renewed annually.

*(Signed)*_____ *(Date)*_____
President
Friends of the Isanti Area Library, Inc.

*(Signed)*_____ *(Date)*_____
Mayor
City of Isanti

* *

RESOLUTION NO. 2016-_____

RESOLUTION APPROVING PARTNERSHIP AGREEMENTS BETWEEN THE CITY OF ISANTI AND THE EAST CENTRAL REGIONAL LIBRARY AND THE ISANTI AREA FRIENDS OF THE LIBRARY

WHEREAS, on December 7, 2010 the City Council approved Resolution No. 2010-274, a Resolution Extending the Original Partnership Agreements Between the City of Isanti and the East Central Regional Library (ECRL) and the Isanti Area Friends of the Library, relating to a ECRL Outreach Stop (formerly Library Link Site) in Isanti City Hall; and;

WHEREAS, the ECRL and the Isanti Area Friends of the Library and the City of Isanti have annually renewed the Partnership Agreements, providing ECRL services through the Outreach Stop at City Hall; and

WHEREAS, the agreement with the ECRL for an Outreach Stop at the Isanti City Hall has been presented for 2017.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to approve the new Partnership Agreement with the East Central Regional Library Board and the Isanti Area Friends of the Library through the year 2017; that are hereby attached as 'Exhibit A' and 'Exhibit B' and made a part of this resolution.

This resolution was duly adopted by the Isanti City Council this 20th day of December 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources / City Clerk

K.2.a.

Request for City Council Action

To: Mayor Wimmer
Members of the City Council

From: Katie Everett
Community Events and Parks Coordinator

Date: December 20, 2016

Subject: Update on Isanti County Trail & Bikeway Master Plan Process

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Background:
Staff and Mayor Wimmer attended the Bike Isanti County meeting on December 14, 2016 and received an update from County staff. The proposal recommended by the committee has been approved by the county board, and the process will move forward.

As part of the process, a draft letter was presented that will be sent to local entities to inform them of the process and requesting a $1,000.00 contribution.

City of Isanti has also been made aware that until the outcomes of this process are made clear, the City of Cambridge has decided not to approve changes to the agreement for the Cambridge-Isanti Bike/Walk Trail.

Attachments:
- Letter to Local Entities

Isanti County Parks Department

555 18th Ave. SW
Cambridge, MN 55008

Phone (763) 689-8220 Fax (612) 689-8226

Subject: Isanti County Trail & Bikeway Master Plan

Local Leaders,

This letter is intended to serve as both informational and a request. The Bike Isanti County Committee recently received approval from the Isanti County Board of Commissioners to complete a comprehensive trail and bikeway master plan. Two proposals were received and after thorough review by the committee it was recommended to contract with Architectural Resources, Inc based on their deliverables and experience with similar endeavors.

The Master Plan will provide a clear guide to trail and bikeway policies, development, funding options, and overall implementation. The process will start by first using public and stakeholder groups to understand the priorities for trails and trail design, then generating a draft and final plan according to the Community-derived priorities. Each proposed trail section will have prototypical sections in CAD for all trail types, a signage plan, an implementation plan, and identified funding sources. The plan has an expected completion date of April 30th, 2017.

The cost to contract with Architectural Resources, Inc. is in the amount of $35,000.00. The Bike Isanti County Committee has worked to secure funding for this project. Due to the county wide approach the committee respectfully requests $1,000.00 from your organization to assist with this planning effort.

If you wish to be involved with this planning effort please contact the Isanti County Parks Department.

Respectfully,

Barry Wendorf
Isanti County Parks Director

K.3.

A Community For Generations.

Isanti

MEMO

To: Mayor Wimmer and City Council Members

From: Jackie Fisher, Finance Director

Date: December 20, 2016

Subject: Consider Amendments to City Code and Fee Schedule

The Finance Committee has reviewed the City Fee Schedule for additions/changes in terminology or fee amounts, as proposed by staff. Attached is the recommended updates in a draft Ordinance Amendment for City Code Chapter 160, Fees, a proposed Resolution with the terminology additions/changes in fee amounts and a chart comparing building permit charges.

Changes are proposed in the following areas:

Sewer and Water Department

- Meter – Currently states replacement. Adding "or additional"
- Meter (5/8 & ¾ inch), now is Head $80 and Body $230, change to:

  Meter Head $88.00
  Meter Body $260.00

- Private Metered Water Sales, now has Meter $1,200 refundable deposit and Backflow Preventer $800 refundable deposit, change to:

  Deposit $2,000.00 (refundable deposit)

Parks Department

- Title is now, Parks Department, change to:

  Parks, Recreation and Culture

- Parks Department now does not have fees listed for the Farmer's Market, Change to:

  Farmer's Market – Membership Fee (Annual) $10.00
  Farmer's Market _ Stall Fee

  Full Season $100.00
  Half Season $60.00
  Single Day $10.00

- Tennis Court Usage, now is Resident, 2 courts $6 plus tax; Non-resident, 1 court $6 plus tax; 2 courts $12 plus tax; Business, Industry, Church or School, single court, per reservation $15 plus tax; Per season (1 or 2 courts) $250 plus tax, change to:

  Resident (Individual)

  Remove 2 court reservation

  Non-Resident (Individual)

  1 court $6/hr plus tax
  Remove 2 court reservation

  Civic Group, Youth Organization, League, Business, Industry, Church or School

  Single court, per reservation $15/hr plus tax
  Per season, single court only – rates to be determined on a case-by-case basis by the Parks, Recreation and Culture Board and City Council

Building Inspections

- Curb Cut Permit, now has $75, remove this fee
- Excavation, now has Hole $125, Emergency hole $55, Trench $50, change to:

  Right of Way Work Permit Fee
  Base fee up to 1,000 LF $125
  >1,000 LF $65.00 per 1,000 LF in addition to base fee

Unauthorized Work $250.00 up to double the permit fee
Single Residential Hookup No Charge

- Valuation Fee Schedule, now the fee schedule does not contain a valuation fee schedule, change to:

Valuation Fee Schedule for Isanti

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

- Building Permit, now has $Per 2004 and Building Valuation data provided by Minnesota Department of Labor and Industry, change to:

  Per Valuation Fee Schedule

- Basement Finishes Permit, now has $Per 2004 and Building Valuation data provided by Minnesota Department of Labor and Industry, change to:

  Per Valuation Fee Schedule

- Deck Permit, now has $Per 2004 and Building Valuation data provided by Minnesota Department of Labor and Industry, change to:

  Per Valuation Fee Schedule

- Plan Check Fee – Duplicate plans, now has Duplicate plan fees reduced to 25% of calculated permit fee, change to:

  Duplicate plan fees reduced to 25% of Master Plan Review

- Plumbing Permit, now has $80.00 and $5.00 per unit, change to:

  Plumbing Permit Basic (up to 4 fixtures) $54.00
  Plumbing Permit – job valuation >$500 or more than 4 fixtures $94.00

- Replacement of Air Conditioner Permit now has, $75.00 per unit; Commercial/Multi-Family 1.5% of project value, change to:

  Remove these fees

- Replacement of Furnace Permit now has, $75.00 per unit; Commercial/Multi-Family 1.5% of project value, change to:

  Remove these fees

  * Air conditioner and furnace replacement permits are covered by the Mechanical permit and thus redundant in this schedule.

- Electrical Inspection Fees, now has $5.00 state surcharge and no maximum circuits on a single family dwelling, change to:

  Minimum permit fee is $50.00 plus $1.00 state surcharge. This is for one inspection only. Minimum fee for rough-in inspection and final is $100.00 plus $1.00 state surcharge.
  Maximum fee for single family dwelling not over 200 amps is $150.00 plus $1.00 state surcharge. Maximum of 30 circuits.

Liquor/Beer

- Language now has, Setups $200.00 per year
  Change to Consumption and Display Permit (annual) $200.00

2016 MN State Statute 326B.153

Value of Work	Value Based on Permit Fee *(Residential & Commercial)*
$501 - $2,000	$28 for first $500 + $3.70/ each additional $100 or fraction thereof
$2,001 – $25,000	$83.50 for first $2,000 + $16.55/ each additional $1,000 or fraction thereof
$25,001 - $50,000	$464.15 for first $25,000 + $12/ each additional $1,000 or fraction thereof
$50,001 - $100,000	$764.15 for first $50,000 + $8.45/ each additional $1,000 or fraction thereof
$100,001 - $500,000	$1,186.65 for first $100,000 + $6.75/ each additional $1,000 or fraction thereof
$500,001 - $1,000,000	$3,886.65 for first $500,000 + $5.5/ each additional $1,000 or fraction thereof
$1,000,001 +	$6,636.65 for first $1,000,000 + $4.50/ each additional $1,000 or fraction thereof

Proposed Valuation Schedule for Isanti

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

2004 Valuation Schedule for Isanti

Value of Work	Value Based Permit Fee *(Residential & Commercial)*
$501 - $2,000	**$50 MIN.** $25 for first $500 + $3.25/ each additional $100 or fraction thereof
$2,001 – $25,000	$73.75 for first $2,000 + $14.75/ each additional $1,000 or fraction thereof
$25,001 - $50,000	$413 for first $25,000 + $10.75/ each additional $1,000 or fraction thereof
$50,001 - $100,000	$681.75 for first $50,000 + $7.50/ each additional $1,000 or fraction thereof
$100,001 - $500,000	$1,056.75 for first $100,000 + $6/ each additional $1,000 or fraction thereof
$500,001 - $1,000,000	$3,456.75 for first $500,000 + $5/ each additional $1,000 or fraction thereof
$1,000,001 +	$5,956.75 for first $1,000,000 + $4/ each additional $1,000 or fraction thereof

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF ISANTI CHAPTER 160 FEES

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

I. **Section 160-2. Enumeration of fees – of Chapter 160, of the Code of the City of Isanti is hereby amended to add, delete or revise the text of Section 160-2 as follows:**

ADD/REVISE

Building Inspection

Valuation Fee Schedule for Isanti

Right of Way Work Permit
- Single Family Hookup
- Base Fee-up to 1,000 LF
- Fees in addition to base fee
- Street Cut
- Unauthorized Work

Plumbing Permit Basic up to 4 fixtures
Plumbing Permit – job valuation >$500 or more than 4 fixtures

Community Center

Special Events
- Includes use of the kitchen
- Dishes and utensils ~~provided by you for your event~~ not provided.
- With or without alcohol
- Greater than 50 individuals in attendance

Liquor/Beer

Consumption and Display Permit (annual)

Parks, Recreation & Culture Department

Farmer's Market – Membership Fee (Annual)
Farmer's Market – Stall Fee
- Full Season
- Half Season
- Single Day

Sewer and Water Department

Replacement or additional
Meter (5/8 & 3/4 inch)

Private Metered Water Sales
a. ~~Meter~~ Deposit
~~b. Backflow Preventer Deposit~~

DELETE

Building Inspection

Excavation permit fee
Hole
Emergency Hole
Trench

Replacement of Air Conditioner Permit
Replacement of Air Conditioner Permit – Commercial/Multi-Family
Replacement of Furnace Permit
Replacement of Furnace Permit – Commercial/Multi-Family

Liquor/Beer

Set-ups

II. EFFECTIVE DATE.
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council, this 20th day of December, 2016.

Mayor George A. Wimmer

Attest:

Lindsey Giese
Human Resources/City Clerk

Reading Date: 12-20-2016
Publication Date: 12-28-2016
Effective Date: 12-28-2016

(SEAL)

RESOLUTION NO. 2016-~~281~~XXX

K.3.b.

A RESOLUTION ADOPTING FEES WITHIN THE CITY OF ISANTI

WHEREAS, the City Council by Ordinance sets forth a fee table for the City of Isanti; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of the City that all fees within the City are established by resolution; and

WHEREAS, these fees are fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed in accordance with Minnesota Administrative Rules 1300.0160; and

WHEREAS, The Collector Street Fee was created to assist in payment of the debt service of the 2005A Bonds that included the construction of street, sewer and water infrastructure in the Northeast Quadrant of Hwy 65 and Heritage Blvd; and

WHEREAS, the Collector Street Fee first appeared in the City Fee Schedule through Ordinance 355 in 2006 and the fee has been amended from time to time; and

WHEREAS, Resolution 2007-303 dedicated future revenues from the Collector Street Fee to be allocated to Sewer (55%) and Water (45%) to assist in the payment of the debt service associated with the 2005A Bonds; and

WHEREAS, All of the debt service associated with the issuance of the 2005A Bonds is retired and there are no outstanding obligations for said bonds; and

WHEREAS, There are a few existing development agreements that reference the Street Collector Fee and an obligation to pay by the Developer upon platting of the property; and

WHEREAS, the following fee schedule shall be effective September 20, 2016.

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

1. Set forth the following fee schedule:

Administration

Administrative Citations – City Code Violations

Chapter 216, Nuisances	$200.00
Chapter 227, Parking and Storage	$200.00
Chapter 256, Residential Property Maintenance Standards	$200.00
Chapter 284, Streets and Sidewalks	$200.00
Ordinance #445, Zoning Ordinance	$200.00
Ordinance #445, Section 16 Signs	$100.00
Chapter 87-5.1, Animal Litter	$ 75.00

Adult Use Fee	$5,000.00
Adult Use Investigation Fee	$2,000.00
Affidavit of Candidacy	$15.00
Agenda Packet Subscription	$150.00
Agenda Subscription	$25.00
Copies	$.25 per page, plus tax
Dog Bite Incident (if applicable)	$90.00
Dog Boarding (at Impound)	$22.00 per day plus tax
Dog Impound 1st Time	$65.00 plus tax
Dog Impound 2nd Time	$70.00 plus tax
Dog Impound 3rd Time	$80.00 plus tax
Additional Fee for Pick up (7pm-8am & Holidays)	$30.00
Dog License (Duplicate)	$5.00
Dog License (Fixed)	$10.00
Dog License (Not)	$15.00
Dog License Late Fee	$5.00
Dog License Lifetime	$50.00
Euthanasia / Disposal	$175.00
FAX - in	$.25 per page, plus tax
FAX - out	$.25 per page, plus tax
Gambling Permits – Application & Investigative Fee	$50.00
Kennel License (Commercial)	$100.00 per year
Kennel License (Residential)	$50.00 per year
Lawn Sprinkling 1st Violation	$20.00
Lawn Sprinkling 2nd Violation	$35.00
Lawn Sprinkling 3rd Violation	$50.00
Meeting Minutes – Copy of CD	$10.00
Non-Compliance Fee	$25.00
Notary	$5.00 per document
Pawnbroker/Shop	$1,500.00
Pawnshop Investigation Fee Initial Application Only, does not apply to Renewal	$1,500.00
Pawnshop Transaction Fee	$1.30 plus pass through costs per transaction
Peddler Permit	
Day	$25.00
Month	$75.00
Seasonal (6 months or less)	$200.00
Application Investigation Fee	$75.00
Retail Fire Works Permit – Application Fee	$15.00
Retail Fire Works Permit – Permit Fee	$25.00
Returned Checks	$30.00
Secondhand Goods Dealer	$1,500.00
Secondhand Goods Dealer Investigation Fee Initial Application only, not for renewals	$1,500.00
Secondhand Goods Dealer, Temporary	$750.00
Secondhand Goods Dealer Transaction Fee	$1.30, plus pass through costs per transaction
Special Assessment Fee	$30.00 per assessment

Unpaid Utility Bills, Code Enforcement Violations, Etc.	
Special Meeting Request	$500.00
Special Vehicle Permit	$25.00
Staff Time (not specified elsewhere)	Actual hourly wage multiplied by 145%
Street Block Party Deposit	$50.00 (Refundable)

Building Inspections

Valuation Fee Schedule for Isanti

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

Building Permit	~~$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry~~Per Valuation Fee Schedule
Basement Finishes Permit	~~$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry~~Per Valuation Fee Schedule
City Utility Services under Driveway	$100.00
Commercial Landscape Escrow	$5,000.00 per site (Refundable)
~~Curb Cut Permit~~	~~$75.00~~
Deck Permit	~~$Per 2004 and Building Valuation Data provided by Minnesota Department of Labor and Industry~~Per Valuation Fee Schedule
Demolition Permit	greater of $100.00 or 1.27% of contract price
~~Excavation~~ Right of Way Work Permit ~~Fee~~	
Single Residential Hookup	no fee
a. ~~Hole~~Base Fee – up to 1,000 LF	$125.00
b. Fees in addition to base fee	
~~Emergency Hole~~ Work >1,000 LF	~~$55.00~~ $65.00 per 1,000 LF
c. ~~Trench~~Street Cut	~~$50.00~~$125.00 plus $5,000.00 in escrow
Unauthorized Work	$250.00 up to double the permit fee
Fence Permit (Fences >7')	$80.00
Fire Suppressant Permit – Commercial/Multi-Family	1.5% of project value

Grade Survey Check	
a. Commercial	$50.00
b. Residential	$50.00
Grading Permit	$150.00
Investigative Fee	100% of permit fee
Lawn Irrigation Permit	$80.00
License Verification Fee	$5.00
Mechanical Permit	$75.00 per unit
Mechanical Permit – Commercial/Multi-Family	1.5% of project value
Minimum Permit Fee	$50.00
Plan Check Fee	65% of calculated permit fee, when applicable
Plan Check Fee – Duplicate Plans	Duplicate plan fees reduced to 25% of Master Plan Review~~calculated permit fee~~
Plumbing Permit Basic (up to 4 fixtures) ~~$5.00 per unit~~	~~$80.00~~$54.00 ~~and~~
Plumbing Permit – job valuation > $500 or more than 4 fixtures	$94.00
Plumbing Permit – Commercial/Multi-Family	1.5% of project value
Re-Roof Permit	$80.00
Re-Siding Permit	$80.00
Rental License Late Fee	100% of rental license fee
~~Replacement of Air Conditioner Permit~~	~~$75.00 per unit~~
~~Replacement of Air Conditioner Permit Commercial/Multi-Family~~	~~1.5% of project value~~
~~Replacement of Furnace Permit~~	~~$75.00 per unit~~
~~Replacement of Furnace Permit Commercial/Multi-Family~~	~~1.5% of project value~~
Residential Driveway Escrow	$2,000.00 (Refundable)
Residential Landscape Escrow	$6,000.00 (Refundable)
Residential Rental License Fee	
1 Unit	$150.00
2-4 Units	$175.00
5-12 Units	$225.00
13-20 Units	$240.00
21–50 Units	$250.00
51 + Units	$300.00
Additional Inspections	$50.00 Per Inspection
State Surcharge	Applied to all permits
Swimming Pool Permit	$80.00
Water/Sewer Line Repair Inspection Fee	$80.00
Window/Door Replacement Permit	$80.00

Electrical Inspection Fees

All Services Residential Service Change $100.00, this includes one inspection. Or the below rates.		Circuits and Feeders The inspection fee for the installation, addition, alteration, or repair of each circuit, feeder, feeder tap, or set of transformer secondary conductors:	
0 to 300 amp	$50	0 to 30 amp	$8
400 amp	$58	31 to 100	$10
500 amp	$72	101 to 200 amp	$15
600 amp	$86	300 amp	$20
800 amp	$114	400 amp	$25
1000 amp	$142	500 amp	$30
1100 amp	$156	600 amp	$35
1200 amp	$170	700 amp	$40
Add $15.00 for each additional 100 amps		Add $5.00 for each additional 100 amps	
Minimum permit fee is $50.00 plus $15.00 state surcharge. This is for one inspection only. Minimum fee for rough-in inspection and final is $100.00 plus $15.00 state surcharge.			
Maximum fee for single family dwelling not over 200 amps is $150.00 plus $15.00 state surcharge. Maximum of 30 circuits. Maximum of 2 rough-in inspections and one final inspection.			
Apartment Buildings: Maximum fee per unit of an apartment or condominium complex is $100.00. This does not cover service and house wiring. A separate permit must be issued for house wiring. Swimming Pools: $100.00 this includes 2 inspections Traffic Signals: $10.00 per each standard Street Lighting: $5.00 per each standard Transformers/Generators: $10.00 per unit + $0.50 per KVA Retro Fit Lighting: $0.75 cents per fixture Sign Transformer: $10.00 Remote Control/Signal Circuits: $1.00 per device Re-inspection Fees: $50.00 *Fees are doubled if the work starts before the permit is issued			

Community Center

Cleaning Fee (if elected by renter)	$125.00, plus tax
Damage Deposit	$250.00
Damage Fees	
Cleaning	$35.00 per hour minimum, plus tax

Tables	$100 each, plus tax
Chairs	$20.00 each, plus tax
Unreturned keys	$250.00, plus tax
Smoking Non-Designated Areas	$200.00, plus tax
Other Items	To be determined based on replacement cost, plus tax

Equipment Available to Rent (larger deposit may be required)

LCD Home Theater Projector on Cart	$50.00, plus tax
9' Portable Screen	$20.00, plus tax
Blu-Ray DVD Player	$15.00, plus tax
Speakers & Microphone (Includes tripod stands if requested)	$15.00, plus tax
Podium	$10.00, plus tax
Non-Profit Organizations	$50.00, plus tax (full day) $25.00, plus tax (4 hours or less)
Private (less than 50 individuals) or For-Profit Organizations	$100.00, plus tax (full day) $ 50.00, plus tax (4 hours or less)
Special Events Includes use of the kitchen. Dishes and utensils not provided ~~by you for your event~~. With or without alcohol. Greater than 50 individuals in attendance.	$275.00, plus tax

Fee Arrangements – When Requested
Non-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax
1	$50
2	$100
3-4	$150
5	$200

Days Per Month	Monthly Fee, plus tax
1-2	$25
3-5	$50

** Minimum rental fee of $25/month or $5/day when rented more than 5 days per month.
** Groups storing belongings at the facility may be subject to a monthly storage fee.
** Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.
**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Fee Arrangements – When Requested
For-Profit Monthly Rental Rates (less than 4 hour rentals)

Days Per Week	Monthly Fee, plus tax

1	$150
2	$300
3-4	$450
5	$600

Days Per Month	Monthly Fee, plus tax
1-2	$50
3-4	$100

**All other fees and deposits for the rental of the facility apply.
**Groups looking to book the facility on a weekend must pay the normal rates as shown within the ICC application. Weekends are not included within the monthly rental rates.
**Holidays falling on your scheduled reservation date do not result in a change in the fee schedule.
**Prearranged annual events that fall on your scheduled reservation date do not result in a change in the fee schedule.

Economic Development Authority

Assignment & Assumption Agreement	$1,000.00 plus costs
Development Agreement (Non-Abatement or TIF)	$1,000.00 plus costs
Establishment of New TIF District	$4,800.00 or actual cost
Host Approval of Conduit Debt	$3,000 escrow
Issuance of Conduit Debt	1/4% of the proposed issuance amount, $3,000 minimum, $25,000 maximum escrow
Revolving Loan Fund Application Fee	1% origination fee
TIF Development Agreement	$2,500.00 plus costs
Tax Abatement Application Fee	$1,000.00 plus costs

Liquor/Beer

Background Check & Investigation Fee	
For Partnership – Corporation – Association	$300.00
For Individual	$100.00
Initial Application only, does not apply for Renewals	
Beer Off-Sale (3.2)	$150.00
Beer On-Sale (3.2)	$250.00
Brewers Off-Sale Malt Liquor	$310.00
Brewers Tap Room On-Sale	$500.00
Brew Pub Off-Sale Malt Liquor	$310.00
Club License (Max dictated by MN State Statutes)	$500.00
Intox Liquor On-Sale	$2,500.00
Intox Liquor Sunday On-Sale	$200.00
~~Setups~~ Consumption and Display (Annual)	$200.00 ~~per year~~
Temporary Consumption and Display Permit	$25.00
Temporary On-Sale 3.2 Beer License (1-4 Days)	$50.00
Temporary On-Sale 3.2 Beer License (1-4 Days) Multiple Events	$500.00
Temporary On-Sale Beer	$50.00
Temporary On-Sale Liquor	$50.00

Temporary On-Sale Liquor (2-4 Days)	$50.00
Temporary One-Day On-Sale Liquor License	$25.00
Wine	$300.00

Parks, Recreation, and Culture Department

Copy of Comprehensive Park Plan	$10.00
Community Garden – Ground Plot (Season Fee)	$15.00
Community Garden – Raised Bed (Season Fee)	$20.00
Farmer's Market – Membership Fee (Annual)	$10.00
Farmer's Market – Stall Fee	
Full Season	$100.00
Half Season	$60.00
Single Day	$10.00
Park Dedication Fee (Residential)	$1,500.00 per unit
Park Dedication Fee – Multi Family with Recreational Amenities	– Up to 25% Reduction of $1,500 per unit fee
Park Dedication Fee (All Others)	$1,500.00 per Commercial/Industrial Acre
Park Shelter Electric Box Deposit	$50.00
Park Shelter Fee – Non City Resident or Business	$10.00 plus tax
Special Event Cleanup Deposit	$100.00
Tennis Court Usage	Resident (Individual) 1 court No Charge 2 courts $6/hr plus tax Non-Resident (Individual) 1 court $6/hr plus tax 2 courts $12/hr plus tax Civic Group, Youth Organization, League, Business, Industry, Church or School ~~Per~~ Single court, per reservation $15/hr plus tax Per season ~~(1 or 2 courts) $250 plus tax~~single court only – rates to be determined on a case-by-case basis by the Parks, Recreation, and Culture Board and City Council.
Unity Park Softball Field Usage	$25.00 plus tax per day Non-Resident $15.00 plus tax per day Resident

Planning & Zoning Department

Administrative Appeals	$200.00 plus costs
Administrative Permit	$75.00
Administrative Subdivision	$275.00 plus costs
Annexation/De-Annexation	$100.00 plus costs
Comprehensive Plan Amendment	$325.00 plus costs
Conditional Use Permit	$325.00 plus costs
Conditional Use Permit Amendment	$275.00 plus costs
Copy of Comprehensive Plan	$50.00
Copy of Maps	$ .50 black and white
Copy of Zoning Map	Fee based on size & type of map

Copy of Zoning Ordinance	$25.00
Copy of Engineer Design Standards	$35.00
Development Agreement for Subdivisions	$2,500 escrow plus costs
Development Agreement (Non-Subdivision)	$1,500 escrow plus costs
Easement Application	$200.00 plus costs
EAW & EIS Review	$600.00 plus costs
Final Plat	$325.00 plus $10.00 per lot/unit plus costs ($1,500.00 escrow)
Interim Use Permit	$325.00 plus costs
Minor Subdivision Plat	$325.00 plus costs ($1,000.00 escrow)
Planned Unit Development – Final Plan	$325.00 plus costs ($1,500.00 escrow)
Planned Unit Development – General Plan	$500.00 plus costs ($1,500.00 escrow)
Preliminary Plat	$500.00 plus costs ($1,500.00 escrow)
Rezoning Request	$325.00 plus costs
Sign Permit (permanent)	$75.00
Sign Permit (temporary)	$50.00
Signal Light Fee	$119.00 per residential unit $ .10 per sq. ft. of usable Commercial lot platted
Site Plan Review	$325.00 plus costs ($1,000.00 escrow)
Site Plan Review Financial Surety (Commercial/Industrial)	125% of estimated cost of site improvements (driveway, parking and loading areas)
Text Amendment	$275.00
Vacation Request	$275.00 plus costs
Variance Request	$325.00 plus costs
Wetlands Replacement Plan Review	$500.00
Zoning Permits	$80.00
Zoning Verification Letter	$30.00

Police Department

Administrative Citation	$60.00
Alcohol Screening	$3.00 per time or $75.00 per year
Chemical Disposal (small amount)	Cost of Disposal
Chemical Disposal (large Amount)	Cost of Disposal
Cleaning of Crime Scene	Cost of Cleanup
Copy of Photo	$5.00
Copy of Police Report	$.25 per page, plus tax
Copy of Video/Audio/DVD	$25.00
Fee for Returned Check listed under Administration	
Fingerprinting	$15.00 per non-resident or non-Isanti business, $ 0.00 for Isanti resident or business
Parking Ticket	$20.00
Police Records Search	$35.00
Professional Hire of Police Office	$50.00 per hour
Reschedule Hearing on Administrative Citation	$50.00
Storage Fees	$20.00 per day
Towing	As per towing contract fee schedule

Unjust Hearing	150% of cost of hearing

Sewer and Water Department

Delinquent Posting Notice Fee	$15.00
New Construction:	
Meter (5/8 & 3/4 inch)	Cost included in permit fee
Meter (larger, > 3/4 inch, diameter)	Cost minus $285.00
Replacement or additional:	
Meter (5/8 & 3/4 inch)	
Head	~~$80.00~~ $88.00
Body	~~$230.00~~ $260.00
Meter (larger, > 3/4 inch, diameter)	Cost plus $25.00
Meter Replacement Administrative	
Fee for Non-Compliance	$75.00/month
Private Metered Water Sales	
~~a. Meter~~ Deposit	~~$1,200.00~~ $2,000.00 (refundable deposit)
~~b. Backflow Preventer Deposit~~	~~$800.00 (refundable deposit)~~
~~c.~~ $10.00 minimum and up to 1st 1000 gallons; as per rate study per/1,000 thereafter	
Private Well Water Testing	$90.00
Sewer Access Fee (SAC)	$4,306.00 per unit based on REC assessment
Sewer Rates	Per City Code Chapter 260
Storm Water Rates	Per Ordinance No. 569
Trunk Utility Charge	$1,000.00 if more than one unit based on REC schedule $2,050.00 per Commercial/Industrial acre
Unpaid Water and Sewer	$5.00 per month
Water Access Charge (WAC)	$3,677.00 per unit based on REC assessment
Water Disconnect	$50.00
Water Reconnect	$50.00
Water Meter Testing	1 Hour Public Works Staff plus Costs
Water Rates	Per City Code Chapter 325

Street Department

Bobcat/Tractor Charge with Operator	$100.00 per Hour
Labor	$50.00 per Hour
Magikist Line Thawer with Operator	$100.00 per Hour
Mow Charge with Operator	$90.00 per Hour
Sidewalk Snow Removal	$30.00
Street Cut Permit	$1,200.00
Weed Whip Charge with Operator	$75.00 per Hour

MINNESOTA WARN RATES- Equipment Charges Are Per Hour with Operator

	Business Hours	Non-Business Hours
Road Grader with Wing, Dump Truck with Snowplow and Wing, Wheel Loader	$160.00	$180.00
Self-propelled Broom, Air Compressor with Accessories and Pickup, Pickup, One Ton Trucks, Rollers, Tractors	$90.00	$110.00
Sewer Jet Rodding Machine, Vactor with Pickup	$135.00	$145.00

(Each Requires Two Operators) There is an additional charge of $.35 per lineal foot for sewer cleaning.		
Single Axle Truck, Street Sweeper, Single Axle Dump Truck with Snowplow, Brush Hog	$125.00	$145.00
Six Inch Pumps with Engine	$75.00	$95.00
Skidsteer, Self-propelled Mower/Snow Blower/ Broom Attachment, Small Trencher	$90.00	$105.00
All Other Equipment Such As Chain Saw, Push Mower, Snow Blower and Weed Whips	$75.00	$95.00

Fire

Fire Extinguisher Service Deposit Fee	$25.00 (refundable)
Fire Extinguisher – Administrative Fee	$3.00

BE IT FURTHER RESOLVED by the City Council of the City of Isanti, Minnesota authorize elimination of the Collector Street Fee

BE IT FURTHER RESOLVED by the City Council of the City of Isanti that all outstanding, or pending Collector Street Fees included in existing Development Agreement that have not been paid prior to this date be considered satisfied or forgiven from this date forward.

This resolution was duly adopted by the Isanti City Council this 20th day of December, 2016.

_____
Mayor George A. Wimmer

Attest:

_____
Lindsey Giese
Human Resources/City Clerk

A Community For Generations.

Isanti

MEMO

K.4.

To: Mayor Wimmer and City Council Members

From: Jackie Fisher, Finance Director

Date: December 20, 2016

Subject: Consider Ordinances Approving Water and Sanitary Sewer Rate Reductions

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Background:

The City was presented with a Water and Sanitary Sewer Rate Study Report on April 19, 2016 by Northland Securities. The study recommends reducing the base rate in water from $16.90 to $12.68 effective 1/1/2017. The study recommends reducing the base rate in sewer from $22.86 to $11.43 effective 1/1/2017. The study recommends an annual increase of 3% in the SAC and WAC fees. After reviewing the 2016 activity in both the water and sewer funds and estimating the fund balance at year end 2016. It appears that the study results are still valid and a reduction in rates would not adversely affect the financial position of the City. The Finance Committee recommends approval of the new water and sanitary sewer rates.

Action:

Adopt the new water and sanitary sewer rate ordinances.

K.4.a.

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 325, WATER

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 325-4 Water Availability and use charges, Attachment A, Water Rate and Water Availability Charge Table.

The Water Rate and Water Availability Charge (WAC) Table is amended as attached:

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 20th day of December 2016.

Mayor George A. Wimmer

ATTEST:

Lindsey Giese
Human Resources/City Clerk

Adopted on: 12-20-2016
Published on: 12-28-2016
Effective Date: 12-28-2016

WATER

325 Attachment 1

City of Isanti

Water Rate Table

			Usage per 1,000 Gallons		
Year	**WAC Fee**	**Base Fee**	**Up to 10,000 gallons**	**10,001 to 25,000 gallons**	**Over 25,000 gallons**
2016	$ 3,677	$ 16.90	$ 2.99	$ 3.74	$ 4.67
2017	$ 3,787	$ 12.68	$ 2.99	$ 3.74	$ 4.67
2018	$ 3,901	$ 13.06	$ 3.08	$ 3.85	$ 4.81
2019	$ 4,018	$ 13.45	$ 3.17	$ 3.97	$ 4.95
2020	$ 4,139	$ 13.85	$ 3.27	$ 4.09	$ 5.10

Commercial Base Fee Consumption Schedule

Consumption	# of Base Fees
0 – 5,000 Gallons	1 Base Fee
5,001 – 15,000 Gallons	2 Base Fees
15,001 – 30,000 Gallons	3 Base Fees
30,001 – 50,000 Gallons	4 Base Fees
50,001 – 75,000 Gallons	5 Base Fees
75,001 – 105,000 Gallons	6 Base Fees
105,001 – 140,000 Gallons	7 Base Fees
140,001 – 180,000 Gallons	8 Base Fees
180,001 – 225,000 Gallons	9 Base Fees
225,001 – 275,000 Gallons	10 Base Fees
**Additional usage shall result in proportionately higher base fees in accordance with the foregoing schedule. For example, consumption of 275,001 – 330,000 gallons would result in 11 base fees, 330,001 – 390,000 gallons would result in 12 base fees, and so on.	

K.4.b.

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CODE FOR THE CITY OF ISANTI, CHAPTER 260, SEWER

THE CITY COUNCIL OF THE CITY OF ISANTI DOES ORDAIN:

Section 260-8. Sewer availability and usage charges, Attachment A, Sewer Rate Table.

Section 260, Attachment A, Sewer Rate Table is amended as attached:

EFFECTIVE DATE:
This ordinance shall take effect upon its adoption and publication in the City's Official Newspaper.

Adopted by the City Council this 20th day of December 2016.

_____
Mayor George A. Wimmer

ATTEST:

_____
Lindsey Giese
Human Resources/City Clerk

Adopted on: 12-20-2016
Published on: 12-28-2016
Effective Date: 12-28-2016

260 Attachment 1

City of Isanti

Sewer Rate Table

			Usage per 1,000 Gallons		
Year	**SAC Fee**	**Base Fee**	**Up to 10,000 gallons**	**10,001 to 25,000 gallons**	**Over 25,000 gallons**
2016	$ 4,306	$ 22.86	$ 7.26	$ 9.08	$ 11.34
2017	$ 4,435	$ 11.43	$ 7.26	$ 9.08	$ 11.34
2018	$ 4,568	$ 11.77	$ 7.48	$ 9.35	$ 11.68
2019	$ 4,705	$ 12.13	$ 7.70	$ 9.63	$ 12.03
2020	$ 4,846	$ 12.49	$ 7.93	$ 9.92	$ 12.39

Commercial Base Fee Consumption Schedule

Consumption	**# of Base Fees**
0 – 5,000 Gallons	1 Base Fee
5,001 – 15,000 Gallons	2 Base Fees
15,001 – 30,000 Gallons	3 Base Fees
30,001 – 50,000 Gallons	4 Base Fees
50,001 – 75,000 Gallons	5 Base Fees
75,001 – 105,000 Gallons	6 Base Fees
105,001 – 140,000 Gallons	7 Base Fees
140,001 – 180,000 Gallons	8 Base Fees
180,001 – 225,000 Gallons	9 Base Fees
225,001 – 275,000 Gallons	10 Base Fees
**Additional usage shall result in proportionately higher base fees in accordance with the foregoing schedule. For example, consumption of 275,001 – 330,000 gallons would result in 11 base fees, 330,001 – 390,000 gallons would result in 12 base fees, and so on.	

A Community For Generations.

Isanti

K.5.

Request for Council Action

To: Mayor Wimmer
Members of the City Council

From: Roxanne Achman
Community Development Director

Date: December 20, 2016

Subject: Request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Background

First Fruits Land Development LLC recently submitted a preliminary plat for Sun Prairie Third and Fourth Addition. The plat consists of 16 single family lots south and east of the Intermediate School along 9th Ave SE and Marion St SE. The average lot size is 11,325sf. Home will be required to be a minimum of 1200sf with 720sf garages. The developer plans to final plat the lots in two phases. The first phase will be 7 lots. The second phase will be 9 lots.

Lot Requirements:

Size: Minimum 11,000sf
Width: Corner – 95ft, Other – 80ft
Depth: 137ft
All lots appear to meet the minimum standards.

This development has existing city infrastructure and is covered by the original development agreement for Sun Prairie First Addition. The Signal Light Fee for these lots was paid at the time the original development agreement was signed.

The fees due include:

Park Dedication Fee: 16 lots at $1500 = $24,000
Trunk Sewer Charge: 16 lots at $1000 = $16,000
*Fees will be split based on the number of lots final platted.

The development is consistent with original preliminary plat for this area and with the comprehensive plan.

The City Engineer has reviewed the development plan and recommends approval with the condition that the review comments are addressed.

Certification of Taxes Paid

Prior to approving an application for Preliminary Plat, certification must be provided to the City that there are no delinquent property taxes, special assessments, penalties, interest, or outstanding municipal utility fees. City staff did verify with Isanti County on Monday, November 28th, 2016; that all taxes associated with the property were current.

Public Notice
Notice was published within the Isanti County News on November 30th, 2016. Written notification was provided to property owners located within 350' of the subject site as required by Minnesota State Statute.

Public Comments
No public comments had been received regarding the proposed amendment prior to the release of the staff memo.

Planning Commission Recommendation:
Motion by Bergley second by Kennedy to recommend approval of the request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

Deadline for City Council Action
The applicant submitted an application for Preliminary Plat approval on November 21, 2016. City staff did verify that the application was complete on November 21, 2016. Pursuant to Minnesota State Statute, the City must act on this request by March 21, 2017 (120-days); unless an extension of the review period has been agreed to by the applicant.

Development and Operations Advisory Committee Comments
The Development and Operations Advisory Committee reviewed the request at their meeting held on Thursday, December 8th, 2016. The Committee recommended approval with the condition that all review comments are addressed.

Options & Proposed Motion Language
1. Recommend Approval with No Conditions: Motion to recommend approval of the request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.
2. Recommend Approval with Conditions: Motion to recommend approval of the request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota with the following conditions……
3. Recommend Denial: Motion to recommend denial of the request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota for the following reasons……
4. Table: Motion to table the request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota (a specific reason and information request should be included in the motion to table).

Attachments
- Resolution No. 2016-XXX
- Findings of Fact and Conclusions
- City Engineers Review Comments dated 12.8.2016
- Preliminary Plat for Sun Prairie Third and Fourth Addition as prepared by LHB, Inc. received 12.8.2016

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR SUN PRAIRIE THIRD AND FOURTH ADDITION

WHEREAS, First Fruits Land Development LLC has made application for Preliminary Plat Approval for Sun Prairie Third and Fourth Addition; which is legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Minnesota; and,

WHEREAS, the Isanti Planning Commission conducted a public hearing on the Preliminary Plat on December 13th, 2016; and,

WHEREAS, all required public notices regarding the public hearing were posted and sent; and,

WHEREAS, the Isanti Planning Commission had recommended approval with conditions of the requested Preliminary Plat based upon the Findings of Fact and Conclusion as presented; and,

WHEREAS, the City Council reviewed the Preliminary Plat request at its meeting on December 20th, 2016; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, that it adopts the Findings of Fact and Conclusion related to the requested Preliminary Plat and **BE IT FURTHER RESOLVED** that the requested Preliminary Plat Approval from First Fruits Land Development., be approved.

Adopted by the Isanti City Council on this 20th day of December 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

FINDINGS OF FACT AND CONCLUSION

Request

Request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Findings of Fact

1. The applicant, First Fruits Land Development LLC ('the applicant'), has made application for Preliminary Plat Approval of Sun Prairie Third and Fourth Addition, Isanti County, Minnesota.
2. The property is legally described as Outlots G and H, Sun Prairie Second Addition, Isanti County, Minnesota.
3. The Applicant is requesting Preliminary Plat Approval in an effort to create 16 single-family lots.
4. The property is zoned "R-1" Single-Family Residential District.
5. A preliminary plat is considered a major change requiring a public hearing and notification of all property owners within 350'; and final approval by the City Council.
6. The Applicant submitted an application for Preliminary Plat Approval on November 21st, 2016. It was deemed complete on November 21st, 2016.
7. A public hearing date before the Planning Commission was scheduled for Tuesday, December13th, 2016 at 7:00 p.m. at City Hall within the Council Chambers.
8. Notices were sent to all property owners located within the development and within 350 feet of the subject property.

Conclusions

1. The platting of the property would appear to meet the lot requirements and setback requirements as provided within the zoning ordinance for properties located within the "R-1" Single-Family Residential Districts.
2. The platting of the property would appear to meet the Design Standards as required by Ordinance No. 536.

Decision

The Planning Commission held a public hearing on the item at the **December 13th, 2016** meeting. The meeting minutes, staff memo and exhibits will be made part of the Findings of Facts and Conclusions.

Planning Commission Recommendation:

Motion by Bergley second by Kennedy to recommend approval of the request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

BOLTON & MENK
Real People. Real Solutions.

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

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

MEMORANDUM

Date: December 8, 2016

To: Roxanne Achman, Community Development Director

From: Bradley C. DeWolf, P.E.
City Engineer

Subject: Sun Prairie 3rd & 4th Additions – Preliminary Plat Review
City of Isanti, MN
Project No.: R13.111162

We have reviewed the Preliminary Plat created by LHB entitled "Preliminary Plat of: Sun Prairie Third Addition and Sun Prairie Fourth Addition" dated 12/8/2016.

The preliminary plat includes subdividing Outlot H of Sun Prairie 1st Addition into 7 residential lots as Sun Prairie 3rd Addition. The preliminary plat also includes subdividing Outlot G of Sun Prairie 1st Addition into 9 residential lots as Sun Prairie 4th Addition. The site was graded and sewer and water services were stubbed out in anticipation of this 16 lot layout as part of the Sun Prairie 1st Addition construction.

We have reviewed the submitted preliminary plat and have no additional comments.

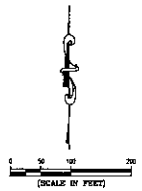
We recommend approval of the preliminary plat as submitted.

Please contact me if you have any questions.

Bolton & Menk is an equal opportunity employer.

PRELIMINARY PLAT OF:
SUN PRAIRIE THIRD ADDITION
AND
SUN PRAIRIE FOURTH ADDITION

SEC. 29, TWP. 35, RNG. 23
CITY OF ISANTI
ISANTI COUNTY



LOT AREAS
(Sun Prairie Third Addition)

Lot 1 – 0.26 Acres/11,123 s.f.
Lot 2 – 0.28 Acres/12,273 s.f.
Lot 3 – 0.23 Acres/11,074 s.f.
Lot 4 – 0.25 Acres/11,046 s.f.
Lot 5 – 0.28 Acres/12,267 s.f.
Lot 6 – 0.25 Acres/11,048 s.f.
Lot 7 – 0.23 Acres/11,013 s.f.

LOT AREAS
(Sun Prairie Fourth Addition)

Lot 1 – 0.28 Acres/12,319 s.f.
Lot 2 – 0.25 Acres/11,098 s.f.
Lot 3 – 0.26 Acres/11,238 s.f.
Lot 4 – 0.26 Acres/11,183 s.f.
Lot 5 – 0.25 Acres/11,058 s.f.
Lot 6 – 0.26 Acres/11,171 s.f.
Lot 7 – 0.28 Acres/11,257 s.f.
Lot 8 – 0.26 Acres/11,235 s.f.
Lot 9 – 0.27 Acres/11,583 s.f.

ZONING DISTRICT

R-1 SINGLE FAMILY RESIDENTIAL

LOT REQUIREMENTS

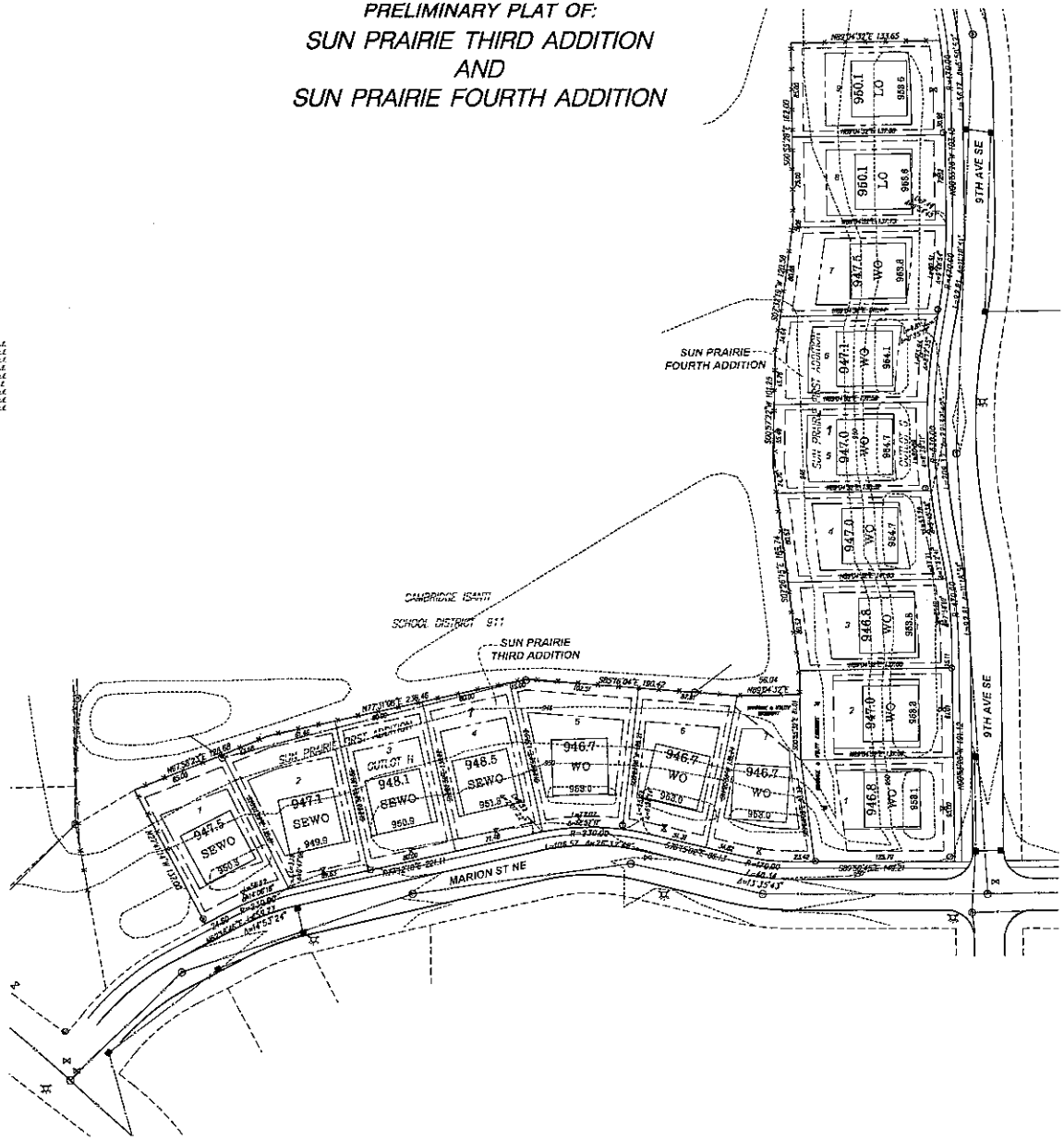
Minimum Front Yard Setback 30 feet

Minimum Side Yard Setback 10 fee

Minimum Rear Yard Setback 30 feet

OWNER

FIRST PRIDES LAND DEVELOPMENT LLC
9580 JOIST AVE NE
NORTH BRANCH, MN 55056



PROPERTY DESCRIPTION

Sun Prairie Second Addition:
Outlot H, Sun Prairie First Addition

Sun Prairie Third Addition:
Outlot G, Sun Prairie First Addition

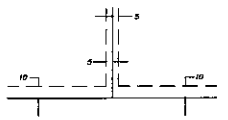
LEGEND

- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING SANITARY MANHOLE
- DENOTES EXISTING STORM MANHOLE
- DENOTES EXISTING FENCE LINE
- DENOTES EXISTING TOP NUT HYDRANT
- DENOTES EXISTING WATER VALVE
- DENOTES EXISTING CATCH BASIN
- DENOTES EXISTING CABLE PEDESTAL

NOTE

BUILDING PAD ELEVATIONS SHOWN PER APPROVED GRADING PLAN OF THE ORIGINAL PLAT OF SUN PRAIRIE.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH, AND ADJOINING STREET AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

KYLE K. ROBY, MN LIC. #50927 DATED: 12/9/16

LHB
Cambridge, MN

A Community For Generations.

Isanti

Request for City Council Direction

To: Mayor Wimmer and City Council Members

From: Sean M. Sullivan, Economic Development Director

Date: December 20, 2016

Subject: Consider Resolution Amending and Extending SAC and WAC Deferral Program to December 31, 2017

Background:

As of December 14, 2016, 62 new single family housing permits have been pulled this year. Twelve of the 62 permits utilized the SAC and WAC deferral program implemented in 2016. For past years, the SAC and WAC Deferral program utilized a standard Repayment Agreement form drafted by Development Attorney Deike and approved December 18, 2012 and updated for subsequent years. To date the City has entered into repayment agreements with developers that will net the City $344,810 in SAC and WAC charges. The 2016 SAC ($4,306) and WAC ($3,677) charges totaled $7,983 per REC. Commercial development has many different REC rates depending on the usage.

Under the current Repayment Agreement form, the Developer would need to pay the City SAC and WAC fee ($7,983) for the shortest period of the following actions: 120 days from issuance of permit, sale of property, or issuance of Certificate of Occupancy. To date five developers have pulled a total of 44 permits and have utilized this program since its inception. However, in 2016, the City of Isanti had the first Default of the Repayment Agreement by a Developer which has led to recommended revisions in the process and documents associated with extending this program into 2017 in order to protect the City and taxpayers. The revisions include making the document recordable and more enforceable as well and having the Developer pay for the recording the document upon execution of the agreement which is currently $46.00. In addition, the city will provide the Developer with an executed release of mortgage once the SAC and WAC Payment is paid.

Attached to the proposed resolution, are a revised boiler plate Repayment Agreement and Release of Mortgage draft by Campbell Knutson that includes blanks to be filled in by 2017 adopted rates. This agreement would be entered into by the City and the "Developer" each time a new house, or

building would be built and a 120 day deferral was requested. Staff is looking for the City Council to approve the form of this agreement and to allow staff to offer this deferral of SAC and WAC to any residential/commercial Developer that is looking to build in the City of Isanti.

City Council Requested Action:

Consider Adoption of Resolution 2016-___ Amending and Extending SAC and WAC Deferral Program to December 31, 2017

Attachment:

1) Resolution 2016-___ Amending and Extending SAC and WAC Deferral Program to December 31, 2017

RESOLUTION 2016-___

AMENDING AND EXTENDING SAC AND WAC DEFERRAL PROGRAM TO DECEMBER 31, 2017

WHEREAS, the City of Isanti of Isanti received a request from a developer to defer the cost of SAC and WAC fees for, the shorter of a period of 120 days from issuance of permit, sale of property, or issuance of Certificate of Occupancy; and

WHEREAS, 62 new housing permits have been pulled and twelve have utilized the deferral program in 2016; and

WHEREAS, the attached updated boiler plate Repayment Agreement and Release of Mortgage drafted by City Development Attorney Campbell Knutson would serve as a guarantee that the City would receive the full SAC and WAC fees for each project that the City and Developer agree to defer the SAC and WAC Fees by 120 days; and

WHEREAS, it is the intention of City Staff to utilize the attached boiler plate Repayment Agreement for each individual project brought forth by any developer and that the City Council would approve each agreement at a City Council Meeting with payment for the recording of the document to be provided Developer prior to execution of the agreement by the City.

WHEREAS, the City would provide an executed Release of Mortgage in a reasonable timeframe to the Developer upon receipt of the SAC and WAC payment.

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Isanti, Minnesota amend and extend the SAC and WAC Deferral Program to December 31, 2017 and to adopt the form of the Repayment Agreement and Release of Mortgage attached hereto and authorize City Staff to use it as an economic development tool to increase development within the City of Isanti.

BE IT FURTHER RESOLVED, by the City Council of the City of Isanti, Minnesota that City Staff and Officials will only process the Repayment Agreement when the Developer has provided payment for the recording fee associated with the filing of the Repayment Agreement at Isanti County and City Officials will record such document.

BE IT FURTHER RESOLVED, by the City Council of the City of Isanti, Minnesota authorize the Mayor and City Clerk to execute all Release of Mortgage documents associated with approved Repayment Agreements after the SAC and WAC payment is receipted and to provide an executed document to the Developer in a reasonable amount of time.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

REPAYMENT AGREEMENT; STATUTORY SHORT FORM MORTGAGE; AND DEED RESTRICTIONS

THIS REPAYMENT AGREEMENT; STATUTORY SHORT FORM MORTGAGE; AND DEED RESTRICTIONS ("AGREEMENT"), made on or as of the ____ day of _____, 2017, by and between the City of Isanti, Minnesota, a Minnesota municipal corporation (hereinafter referred to as the "City") having its principal office at 110 First Avenue N.W. PO Box 428, Isanti, Minnesota 55040, and _____, a _____under the laws of the _____ (hereinafter referred to as the "Developer"), having its principal office at _____.

WITNESSETH:

WHEREAS, the Developer intends to construct a _____ (the "Improvements") on certain real property (the "Property") in the City; and

WHEREAS, in connection with the construction of the Improvements there are certain water and sanitary sewer charges that are payable by the Developer to the City; and

WHEREAS, the Developer has demonstrated to the satisfaction of the City that the Developer is unable to pay the full amount of the charges now and has asked the City to defer such charges and make them payable at a future point in time; and

WHEREAS, the City believes that the development of the Improvements by the Developer is in the best interests of the City and, therefore, it is willing to defer the charges if doing so will facilitate the development and viability of the Improvements.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Isanti, Minnesota, its successors and assigns.

"County" means Isanti County, Minnesota.

"Deferred Charges" means the utility charges described in Section 3.1 of this Agreement being deferred by the City and which the Developer is obligated to pay in accordance with this Agreement.

"Developer" means _____, a _____, its successors and assigns.

"Event of Default" means an action by the Developer listed in Article IV of this Agreement.

"Improvements" means the _____ to be constructed by the Developer on the Property.

"Property" means the real property described on the attached Schedule A to this Agreement.

"State" means the State of Minnesota.

ARTICLE II
Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under State law, the City has the power to enter into this Agreement and to perform its obligations hereunder.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a _____ duly organized and authorized to transact business in the State, is not in violation of any provisions of its Bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its _____.

ARTICLE III
Deferred Charges, Payment and Security

Section 3.1. Deferred Charges. The Developer owes to the City the sum of **$ (Insert Current Rate)** in deferred utility charges ("Deferred Charges"). The Deferred Charges consist of **$(Insert Current Rate)** in Water Availability Charges and **$(Insert Current Rate)** in Sewer Availability Charges. The City has agreed to defer the payment of the Deferred Charges as described in this Agreement.

Section 3.2. Payment of the Deferred Charges. The Developer covenants and agrees that it will pay the Deferred Charges to the City on the earliest to occur of the following:

(a) on the date that is one hundred and twenty (120) days after the date of this Agreement;

(b) on the date that the Developer sells or transfers the Property or Improvements, or any portion thereof; or

(c) on the date that the City issues a certificate of occupancy for the Improvements.

Interest shall accrue on the Deferred Charges at the rate of zero percent (0%) from the date hereof and continuing until the Deferred Charges and all accrued interest have been paid in full.

Section 3.3. Payment of Costs.

(a) The Developer shall pay all costs for title work and recording of this Agreement.

(b) The Developer shall pay all costs incurred by the City in connection with the preparation and implementation of this Agreement and related documents, including, without limitation, fees of attorneys related the preparation of this Agreement and related documents, if the Developer fails to complete construction of the Improvements within one hundred and twenty (120) days after the date of this Agreement.

Section 3.4 Security. As security for Developer's obligation of repayment of the Deferred Charges and Costs identified in Sections 3.1 and 3.3, Developer hereby grants and the City shall and hereby does have, a lien on the Property in the full amount necessary to satisfy any repayment obligation of the fees and charges identified in Sections 3.1 and 3.3 under this Agreement and the cost including reasonable attorney's fees, of collecting the same.

Section 3.5 Notice. At least 10 days before the date of any sale, cash out refinance, transfer or other conveyance of the Property or, in the event of a sale by contract for deed, Developer or their heirs, executors or representatives, shall give the City notice thereof.

Section 3.6 Mortgage. To secure any such repayment of the Deferred Charges under Section 3.1 and 3.3 as may become due under the provisions of this Article, the Developer hereby

grants to the City a Statutory Short Form Mortgage pursuant to the provisions of Minnesota Statutes Section 507.15 (2016) as follows:

UNIFORM SHORT FORM MORTGAGE

This statutory mortgage, made this ___ day of _____, 20__ between the City of Isanti, a Minnesota Municipal having its principal office at 110 First Avenue N.W. PO Box 428, Isanti, Minnesota 55040 (the "Mortgagor"), and (give name and address having its principal office at _____) (the "Mortgagee"),

Witnesseth, that to secure the payment of the Deferred Charges by the Mortgagee to the Mortgagor of $_____ as described in Article 3 of this Agreement (the "Indebtedness") the Mortgagor, hereby mortgages to the mortgagee and grants a security interest in the real property located at _____, in the City of Isanti, Isanti County, Minnesota, as legally described and set forth in "Schedule A" attached hereto and made a part hereof ("Property"), subject only to any liens or encumbrances of record thereon as of the date hereof.

And Mortgagor agrees and covenants with the Mortgagee the following statutory covenants;

1. To warrant the title to the Property, subject only to prior encumbrances of record as of the date hereof.
2. To pay the indebtedness as herein provided.
3. To pay all taxes.
4. To keep the buildings located on the Property insured against fire, windstorm and extended coverage for their full insurable value for the protection of the Mortgagee.
5. That the Property shall be kept in repair and no waste shall be committed.
6. That the whole of the principal sum shall become due after default, in the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of the Mortgagee.

If default be made in any payment or covenant herein, the mortgagee shall have the statutory power of sale, and on foreclosure may retain statutory costs and attorney's fees.

Section 3.7. In the event Mortgagor or their heirs, executors or representatives shall fail or refuse to make a required repayment of the Indebtedness within the limited period set forth herein, the Mortgagee may, with or without notice to Mortgagor foreclose said lien in the same manner as provided pursuant an action for the foreclosure of mortgage upon said Property, as by statute provided, or may at its option proceed with foreclosure by advertisement pursuant to the statutory power of sale which the Mortgagor grants to the Mortgagee provided under this Mortgage, in accordance with applicable law. In the event of default by Mortgagor on any of Mortgagor's obligations under the terms of this Mortgage, Mortgagee shall also have the right to pursue any remedy available to it at law or in equity.

ARTICLE IV
Events of Default

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any one or more of the following events:

(a) Failure by the Developer to pay when due any payments required to be paid under this Agreement.

(b) The Developer of the following: (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under United States Bankruptcy Laws or any similar Federal or State Laws; or (ii) make an assignment for the benefit of its creditors; or (iii) admits, in writing, its inability to pay its debts generally as they become due; or (iv) be adjudicated, bankrupt or insolvent.

Section 4.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 4.1 of this Agreement occurs, the City may take any one or more of the following actions after providing ten (10) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said ten (10) days:

(a) Declare the entire outstanding balance of the Deferred Charges immediately due and payable;

(b) Terminate this Agreement;

(c) Deny issuance of certificates of occupancy or temporary certificates of occupancy;

(c) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement, including the remedies provided under Article 3.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IV.

Section 4.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other

party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Certificate of Occupancy. The City may deny a certificate of occupancy or temporary certificate of occupancy for the Property until all amounts owed to the City under the terms of this Agreement have been paid by Developer.

ARTICLE V
Additional Provisions

Section 5.1. Representatives Not Individually Liable. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or successor in interest or on any obligations under the terms of this Agreement.

Section 5.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to _____; and

(b) in the case of the City, is addressed to or delivered personally to the City at 110 First Avenue N.W., P.O. Box 428, Isanti, Minnesota 55040,

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.4. Disclaimer of Relationships. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer or any third party.

Section 5.5. Release. Upon payment of all fees and charges under Article III in accordance with the provisions of this Agreement, the City will furnish Developer with a Release of Mortgage for the Property within a reasonable period of time following the request. Developer shall be responsible for recording the Release of Mortgage.

Section 5.6. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 5.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

Section 5.9. Run with the Land. This Agreement may be recorded against the Property and shall run with the aforesaid Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

[remainder of page intentionally left blank]
[signature pages to follow]

CITY/MORTGAGEE:
CITY OF ISANTI, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator/City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by George A. Wimmer and Donald C. Lorsung, the Mayor and City Administrator/City Clerk of the City of Isanti, Minnesota, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

DEVELOPER/MORTGAGOR:
INSERT DEVELOPER ENTITY/

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, the _____ of _____, a _____ under the laws of the State of _____, on behalf of the _____.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: (651) 452-5000

SCHEDULE A

Description of Property

_____, Isanti County, Minnesota

(Reserved for Recording Information)

RELEASE OF MORTGAGE

Date: _____, 20__

FOR VALUABLE CONSIDERATION, the real property in Isanti County, Minnesota, legally described as follows:

is hereby released from the lien of the Mortgage OWNED BY THE UNDERSIGNED, executed by _____, a _____corporation, as Mortgagor, to the City of Isanti, a Minnesota municipal corporation, as Mortgagee, dated _____ and filed for record _____, with the Isanti County Recorder as Document No. _____.

CITY OF ISANTI

By: _____

And: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF ISANTI)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ and _____ the Mayor and City Clerk of the City of Isanti, a Minnesota municipal corporation, on behalf of said corporation.

_____
Notary Public

(notary seal)

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: 651-452-5000

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council

From: Sean M. Sullivan, Economic Development Director

Date: December 20, 2016

Subject: **Consider Purchasing Advertising in North 65 Chamber of Commerce Map**

The City of Isanti EDA discussed advertising in a North 65 Chamber of Commerce Map at the November and December meetings. Economic Development Director Sullivan has spoken with ECM Publishing and Melissa Bettendorf and unlike the previous Chamber of Commerce Map for Cambridge Chamber of Commerce, the individual City maps will be more proportional in size based on population. City Staff has already provided numerous changes to the City of Isanti base map to the chamber which will be incorporated into the new map. City Staff will review the proposed City of Isanti Map to be inserted prior to publication to assure its accuracy and that it includes items important to the City of Isanti and its businesses. Here are some additional details as provided by the North 65 Chamber of Commerce:

> The map is printed every 2 years. It is available to the public and new residents at the chamber office, government offices, and a variety of business and sporting locations throughout the community. If you've seen the 2014 map, the 2016 map will be similar. Stop by the office or give a call to view the 2014 map.
>
> 4,000 maps will be printed and distributed through 2018. One side will have the cities of Cambridge, Isanti, and Braham street maps and the other side will have a full Isanti County Map.
>
> **2016 Isanti County/Cambridge/Isanti/Braham**
> **Community Map Advertising Rates**
>
> | | |
> |---|---|
> | **$300*** | **3.75" x 2" (business card size)** |
> | **$550*** | **3.75" x 4.25"** |

*Please submit your ad in a high resolution file. *This pricing is for ad space only.* If you need assistance preparing an ad, ECM can assist with simple ad composition for no cost or can provide a quote for custom ad design.

Something as simple as a City Contact List, Web address, Logo or links to other pertinent info should be considered for advertising.

EDA Recommendation:

At the December 6, 2016 EDA meeting a recommendation was made to purchase a business card sized ad in an amount not to exceed $300 and to list city logo and general contact information.

Funding Source:

EDA Marketing 495

Requested City Council Action:

Consider adoption of Resolution 2016-___ Authorizing Purchasing Advertising in the North 65 Chamber of Commerce Map.

Attachment:

1) Resolution 2016 - ___ Authorizing Purchasing Advertisement in the North 65 Chamber of Commerce Map

RESOLUTION 2016-___

Authorization Purchasing of Advertising in North 65 Chamber of Commerce Map

WHEREAS, the production and distribution of a City of Isanti Map to Isanti residents, businesses and visitors will serve as a marketing tool for both the City of Isanti and its businesses; and

WHEREAS, the parameters of the proposed map include:

24 x 36 finished flat size
Map fold to 4 x 8
4 color process, 2 sides, with bleeds
70# white gloss text
4000 printed copies

and;

WHEREAS, the cost of adverting in the North 65 Chamber of Commerce map is as follows:

$300	3.75" x 2" (business card size)
$550	3.75" x 4.25"

;and

WHEREAS, the EDA recommendation to purchase a business card sized ad that includes the City logo and contact information for an amount not to exceed $300 was made at the December 6 EDA meeting.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize City Staff and Officials to purchase a $300 business card sized ad including the City Logo and contact information in the North 65 Chamber of Commerce map and to pay the attached invoice from EDA Marketing 495 fund.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

North 65 Chamber of Commerce
2 Enterprise Avenue NE, Suite C4
MN US
(763) 689-2505
info@north65chamber.com

INVOICE

INVOICE # 2950
DATE 12/08/2016
DUE DATE 12/23/2016
TERMS Net 15

BILL TO
City of Isanti
110 1st Avenue NW
P.O. Box 428
Isanti, MN 55040

Please detach top portion and return with your payment.

ACTIVITY	QTY	RATE	AMOUNT
Map Ad - Business Card Isanti County Map Advertisement - 3.75 x 2	1	300.00	300.00

BALANCE DUE **$300.00**

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council

From: Sean M. Sullivan, Economic Development Director

Date: December 20, 2016

Subject: **Consider Authorizing Targeted Community Survey**

Background:

The City of Isanti has seen steady growth over the past 3 years. Over that period there has been 140 new homes constructed. City Staff would like to get some feedback from the new residents on why they chose to move to the City of Isanti. This survey would also be designed to identify the demographic that is choosing to purchase new homes in the City. The information would be helpful for economic development, marketing and future planning. A draft welcome letter and request for the resident to complete the survey is attached for review. Staff is looking for comments or suggestions to the letter and survey that would make it more effective. Staff has access to addresses for all of the newly constructed homes and plans to mail the letter and survey out. In order to get more responses, Staff would also like to send along self-addressed envelopes and offer an incentive to fill out survey. Based on the cost of postage the survey cost would be approximately $131.60 (($.47 X 2) X 140)). Staff is looking for direction on this matter.

EDA Recommendation:

Recommendation to send survey to residents of homes that were constructed 2014-2016 and to include an incentive for filling the survey out, use the form of the attached survey and let from Mayor Wimmer and to fund cost out of EDA Marketing 495.

Action Requested:

Consider Adoption of Resolution 2016-___ Authorizing Targeted Community Survey

Attachments:

1) Resolution 2016-___ Authorizing Targeted Community Survey
2) Draft Letter from Mayor Wimmer
3) Survey for New Residents

RESOLUTION 2016-XXX

AUTHORIZATION OF TARGETED COMMUNITY SURVEY

WHEREAS, the City of Isanti has seen 140 new home constructed from 2014-2016; and

WHEREAS, determining or affirming why people are choosing to move to the City of Isanti is instrumental in developing a successful economic development strategy; and

WHEREAS, the proposed survey will include a cover letter, written survey, utilization of self-addressed stamped envelopes and an incentive to fill out the survey; and

WHEREAS, the specific results of individual surveys will remain confidential and only aggregate data may be used or made public.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize City Staff and Officials conduct a targeted survey to residents of newly constructed homes in an amount not to exceed $200 to be funded out of EDA Marketing - 495 Fund.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2016.

Attest: _____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

On City Letter Head

January X, 2017

Isanti Resident(s)

XXX Isanti Avenue NE

Isanti, MN 55040

Dear Isanti Resident:

As Mayor of the City of Isanti, I would like to welcome you to our Community of Generations. I am happy that you have chosen to move here to be a part of our growing community. According to our records you have purchased, or moved into a new home recently. We value the opinions and suggestions of all of our residents but are looking specifically at why people are choosing to move to Isanti. All survey results are confidential. Enclosed you will find a brief survey and a self- addressed stamped envelope to return that survey. I strongly encourage you to take the time to fill it out so that the City may learn more about why people are moving to Isanti so we can better serve you and future residents. If you have any questions or concerns, please contact me anytime at 763.442.8749 or george@georgewimmer.com .

Best Regards,

Mayor George A. Wimmer

City of Isanti - New Resident Survey

When did you move into your Home? Month _____, Year 201___

What did your new home cost? (Select one below)

___ $110,000 - $140,000 ___ $140,000 - $160,000

___ $160,000 - $180,000 ___ $180,000 - $200,000

___ $200,000 - $220,000 ___ Over $220,000

What factors led to choosing to move to Isanti? (Please **Select up to 3 and Rank** from choices below)

Rank	Reason	Rank	Reason
____	Cost of Home	____	Grew up In Isanti / Family
____	Proximity to Twin City Metro Area	____	Public School District
____	Shopping	____	Private / Charter School
____	City Park and Trail System	____	Small Town Feel
____	Less Traffic	____	Job Opportunities
____	Don't Like Big Cities	____	Crime Rate
____	Other _____	____	Other _____

Do you or others in your household work in the City of Isanti City Limits? **YES** or **NO** (Please circle)

Do you or others commute outside of the City of Isanti to work? **YES** or **NO** ____ # commuters (Please circle and indicate how many commute)

For commuters which direction do you go? **North/South/East/West** (Please Circle one or more)

What is the gender of the person filling out this survey? **Male** or **Female** (Please Select one)

What is the age of the person filling out this survey? (Please Select one from below)

____18-25 ____25-30 ____30-35 ____35-45 ____45-55 ____55-65 ____Over 65

How many children under the age of 18 live in your household? Please select one from below

____0 ____1 ____2 ____3 ____4 ____ If over 4 please insert number here_____

How many adults over the age of 18 live in your household? Please select one from below

____0 ____1 ____2 ____3 ____4 ____ If over 4 please insert number here_____

Comments or Suggestions on how to improve our community _____

OPTIONAL for Gift Card Drawing: NAME:_____ **Phone:** _____

THANK YOU FOR COMPLETING THE SURVEY. PLEASE RETURN TO CITY OF ISANTI IN ENVELOPE PROVIDED

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and the City Council

From: Sean M. Sullivan, Economic Development Director

Date: December 20, 2016

Subject: **Consider Adoption of Resolution Authorizing the Design, Production and Printing of a City of Isanti Community Map**

As the City Council is aware, the North 65 Chamber is producing a map showcasing the cities of Isanti, Cambridge and Braham. In order to showcase the City of Isanti and to provide a benefit specifically to Isanti businesses and residents Staff was directed to research doing a City of Isanti highlighting its park system, venues, amenities, activities and businesses. In addition, this publication could be distributed to all residents and businesses and serve as a great resource. This medium gives Isanti businesses the ability to market directly to residents, businesses and visitors to the community.

The general parameters of the proposed map include:

City of Isanti Maps
One Side City of Isanti other Side Isanti County with Advertisement Surrounding
24 x 36 finished flat size
Map fold to 4 x 8
4 color process, 2 sides, with bleeds
70# white / gloss text

Quotes were submitted by 3 vendors:

Vendor	Design of Map	Layout of Map and Advertising	Total
ECM Publishing	$1000	$300	$5143.00
Minuteman Press	$975	$375	$5190.70
Bolton and Menk	$1600	$1600	$6750.00

The funding source for this item was reviewed at Finance Committee on November 17th and involved the reallocation of a Community Education expenditure from the Park, Recreation and Culture Board and the sales of advertisements. If costs are not covered by advertising, staff recommends utilization of the EDA 495 Marketing fund. Below are some proposed advertising rates based on specific advertisement sizes:

City of Isanti Community Map Advertising Rates

$300*	**3.75" x 2" (business card size)**
$550*	**3.75" x 4.25"**
$TBD	**4.00" x 8.00" Inside cover or similar**

Funding Source:

Finance Committee recommended the reallocation of $1,433 from Park, Recreation and Culture budget previously identified for a "Community Ed" expense to be combined with advertisement sales. Shortfalls, if any, should be considered to be funded through the EDA.

Staff Recommendation:

Authorize City Staff and Officials to select vendor to design publishing to design, and print 5,000 maps. Direct Staff to use the advertising rate schedule above, or something very similar, and sell advertising to fund project. Staff recommends adoption of the attached resolution.

City Council Action Requested:

Adoption of Resolution 2016-____ Authorizing the Design, Production and Printing of a City of Isanti Community Map

Attachment:

1) Resolution 2016-____ Authorizing the Design, Production and Printing of a City of Isanti Community Map

RESOLUTION 2016-___

AUTHORIZATION OF DESIGN, PRODUCTION AND PRINTING OF A CITY OF ISANTI COMMUNITY MAP

WHEREAS, the production and distribution of a City of Isanti Map to Isanti residents, businesses and visitors will serve as a marketing tool for both the City of Isanti and its businesses; and

WHEREAS, the parameters of the proposed map include:

24 x 36 finished flat size
City of Isanti Map on One Side Isanti county Map on Other Side
Map fold to 4 x 8
4 color process, 2 sides, with bleeds
70# white gloss text
5000 printed copies

and;

WHEREAS, quotes were received by three vendors as shown on the attached summary; and;

WHEREAS, the proposed advertising rates for the City of Isanti Map are to be:

$300	3.75" x 2" (business card size)
$550	3.75" x 4.25"
$TBD	Custom Ad, 4" X 8" inside cover for example.

and;

WHEREAS, Finance Committee recommended funding for the map to be a combination of the following sources in the following order: advertising revenue, $1,433 reallocated from "Community Ed".

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize City Staff and Officials to award project to **(INSERT CHOSEN VENDOR)** to Design, Produce and Print 5,000 maps for a cost not to exceed **(INSERT AMOUNT)** with funding coming from the following sources in the following order: advertising revenue, $1,433 reallocated from "Community Ed" and the EDA Marketing 495 Fund.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

City of Isanti Community Map Project - Quotes 12.12.16

Project Consists of the Following:

City Map one Side / Isanti County other

24 X 36 finished flat Size

Map to fold 4 X 8

4 color process , 2 sides

70# gloss text / white

5000 Printed Copies

VENDOR	Design of Isanti County and City of Isanti Maps with highlighted locations: (Parks, buildings, industrial areas, places)	Layout of Map project including adding advertising surrounding map: Includes advertisers, providing ad and using them; if not high quaility will design ad.	Printing Cost 5000 Copies	Total
ECM Publishing	1000.00	300.00	3843.00	$ 5,143.00
Minuteman Press	975.00	375.00	3840.70	$ 5,190.70
Bolton and Menk	1600.00	1600.00	3550.00	$ 6,750.00

K.10.

A Community For Generations.

Isanti

Request for City Council Action

To: **Mayor Wimmer and City Council Members**

From: Chief Gene C. Hill **MEMO**

Date: December 1, 2016

Subject: Joint Powers Agreement – Regional Criminal Tracking and Analysis (RCTAG) with Sherburne County Sheriff's Office

---

Background:

Isanti County borders Sherburne County to the west and there is a pattern of criminal behaviors that have been crossing the borders and spilling over within our community. IPD has limited funding resources to access fee based informational data bases that dramatically assist in crime analysis and mapping.

Sherburne County Sheriff's Office has a federally funded Crime Analyst on staff that has access to these data bases at no cost to the City of Isanti. This is a tool that has a high potential to assist our own investigator with crime data and intelligence information on suspects.

I feel this is an excellent opportunity to join RCTAG and the benefits will be financial savings, increased time management and the probability of a higher solved crime rate.

Action:
I am requesting that the City Council review, consider and allow the Joint Powers Agreement with Sherburne County Sheriff's Office to join the RCTAG Program.

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING STAFF TO ALLOW THE EXECUTION OF THE JOINT POWERS AGREEMENT WITH THE SHERBURNE COUNTY SHERIFF'S OFFICE AND THE ISANTI CITY POLICE DEPARTMENT

WHEREAS, the Isanti Police Department has the opportunity to work with Sherburne County Sheriff's Office through a Joint Powers Agreement to enhance criminal investigations through the use of a federally fund crime analyst position; and

WHEREAS, the Police Department makes use of every opportunity to provide state of the art technology to better service the community for enhanced service at the lowest possible cost to its citizens; and

WHEREAS, in order to properly safe guard the City's interest, a Joint Powers Agreement is necessary; and

WHEREAS, the agreement has been reviewed by the City Attorney and recommendations have been incorporated into the existing agreement; and

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

1. To allow the signing of the Joint Powers Agreement with Sherburne County Sheriff's Office to join the Regional Crime Tracking and Analysis Group (RCTAG).

This resolution was duly adopted by the Isanti City Council this 20th day of December, 2016.

Attest:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

JOINT POWERS AGREEMENT

WHEREAS, the Sherburne County Sheriff seeks to further his collaboration with the area law enforcement agencies in the sharing of intelligence information for the identification of patterns and modes of criminal activity; and

WHEREAS, the Sherburne County sheriff has developed a web site for Regional Criminal Tracking and Analysis (RCTAG) for criminal activity; and

WHEREAS, the local area Chief Law Enforcement Officers have expressed an interest in joining together to share resources and information in their effort to further the safety in the communities that we all share; and

WHEREAS, the above-entitled entities have the ability to join together pursuant to Minnesota State §471.59 (Joint exercise of powers act for law enforcement activities);

NOW, THEREFORE, the Sherburne County Sheriff Joel Brott and the Chief Law Enforcement Officer Gene Hill for the jurisdiction of City of Isanti, State of Minnesota hereby enter into the following Joint Powers Agreement:

1. The purpose of this agreement is for area law enforcement agencies to share intelligence information by identifying patterns and modes of criminal activity through a Regional Criminal Tracking Analysis (RCTAG). In carrying out the duties of the law enforcement function of sharing such information, the City of Isanti Police Department will be handling one or more types of information that is confidential data on individuals as defined by Minnesota Statute §13.02, subd. 3, and shall be deemed "protected information" under this Agreement.

   The parties agree that it is imperative for both parties that they are responsible for the proper handling of information and the safeguarding of information by its employees, subcontractors and authorized

agents of the protected information that is collected, created, used, maintained or disclosed on behalf of the agency. This responsibility means that each agent, employee and subcontractor shall be properly trained regarding the handling of the information. This includes training on all applicable laws for the access to any of the information in the criminal justice system. Specifically, the City of Isanti Police Department shall agree to the following policies and laws:

a. The Sherburne County Sheriff's Office Policy Manual Regional Criminal Tracking and Analysis Group (including any future amendments to the same) (attached and made part of this agreement); and

b. The Sherburne County Sheriff's Policy covering its Mission Statement, Privacy Policy Purpose, Definition, Governance and Oversight, Policy Applicability and Legal Compliance, Information, Acquiring and Receiving Information, Information Quality Assurance, Collation and Analysis, merging of records, Use of Information by the RCTAG, Disclosure of Information Outside the RCTAG, Redress, Security Standards, Information Retention and Destruction, Accountability and Enforcement and Training requirements (including any future amendments to the same) (attached and made part of this agreement).

In the use of such information, the City of Isanti Police Department, shall:

- Not use or further disclose the protected information that has been created, collected, received, store, used, maintained or disseminated in the course of this agreement other than in accordance with the prescribed polices.
- Ensure that the dissemination of the protected information is controlled by policy and any deviation of such policy shall be subject to the direct approval of the Sherburne County Sheriff.
- Use appropriate safeguards to prevent the use or disclosure of the protected information by its employees, subcontractors and agents other than as provided by policy set by the Sherburne County

Sheriff's Office. The safeguards shall include physical protection of the information as well as secure internet for the sharing of such information.

- Immediately report any breach of the policy of inappropriate use of the information which would include: the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations. Any breach shall be reported immediately once known with a follow up within five business days in a written format. This report shall be made to: the RCTAG Unit Supervisor. The report shall identify the nature of the non-permitted use/disclosure, the identity if known or the person(s) who breached the system, the manner of such breach, actions taken to prevent the reoccurrence of the breach, actions taken to minimize the impact of the breach and any other information requested by the Sheriff's Office.

The Sherburne County Sheriff shall have the right to audit any of the records or information created, maintained, assembled or held in any other form by the City of Isanti Police Department as it pertains to this agreement and intelligence information from RCTAG unless prohibited by the Minnesota Government Data Practices Act.

The City of Isanti Police Department shall be responsible for actions, inactions, negligent or misconduct of its agents, employees or subcontractors who have had or had access to the information found on the Regional Criminal Tracking and Analysis and shall defend and hold harmless the County of Sherburne ad the City of Isanti, its elected officials, its employees, its agents and subcontractors from any and all claims, damages or other loss sustained by the County or third persons as a result of the City of Isanti Police Department's agents, employees or subcontractors or others under its direction and control.

This Agreement shall be continued for an indefinite term until cancelled by either party with reasonable notice. Such notice shall be in writing and shall be directed to the chief law enforcement officer of the agency.

The parties shall be required to provide such public funds and resources necessary to carry out the purposes of this agreement. No funds or assets shall be comingled, but shall be maintained by each agency for the purposes of insuring each party's ability to fulfill its responsibilities of this agreement.

If the Sherburne County Sheriff and the Chief of Isanti Police Department agree to allow exercise of authority of an officer appointed by one governmental unit within the jurisdiction of the other, the officer so designated by both the Sheriff and the Chief of Police shall have full and complete authority as if appointed by both units of government after administration of oath. Such officer shall have completed the professionally recognized Peace Office Pre-Employment education with the Minnesota Board of Peace Officer Standard Training as found comparable to the Minnesota Peace Officer Pre-Employment education and, the officer is duly licensed or certified by the police licensing or certification authority of the jurisdiction in which the officer's appointing authority is located.

Any data practices requests shall be directed to the entity which initially created the data and shall be handled by their responsible authority.

That all documentation promulgated pursuant to this agreement shall be retained by the respective parties and shall be subject to the data retention schedule for their legal entities.

Both parties to the agreement have provided evidence of insurance or trust agreements which provides coverage for the parties to this agreement. Such coverage shall include, but not be limited to worker's

compensation, general liability coverage and business automobile liability coverage. The Sherburne County Sheriff is covered through the Minnesota Counties Intergovernmental Trust. The City of Isanti Police Department is covered by/through the League of Minnesota Cities Insurance Trust (LMCIT).

This Agreement was entered into on the 20th day of December, 2016 (the last signature notwithstanding).

For the Sherburne County Sheriff's Office

_____

By: Joel L. Brott
Sheriff

For The Sherburne County Commissioners

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By: Ewald Petersen
Chairman

For the City of Isanti Police Department

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By: Gene Hill
Chief of Police

For The City of Isanti

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By: George Wimmer
Mayor

_____

By: Lindsey Giese
Human Resources / City Clerk

POLICY AND PROCEDURE
FOR
CRIMINAL INTELLIGENCE ANALYST

	MISSION STATEMENT	3
I.	CRIMINAL INTELLIGENCE ANALYST PURPOSE	4
II.	PRIVACY POLICY PURPOSE	4
III.	DEFINITIONS	4
IV.	GOVERNANCE AND OVERSIGHT	6
V.	POLICY APPLICABILITY AND LEGAL COMPLIANCE	7
VI.	INFORMATION	7
	A. Collection Requirements	8
	B. Types of Operating Files	10
	C. Labels	11
VII.	ACQUIRING AND RECEIVING INFORMATION	11
VIII.	INFORMATION QUALITY ASURANCE	12
	1. Source Reliability	13
	2. Content Validity	13
	3. Classification	14
IX.	COLLATION AND ANALYSIS	16
X.	MERGING RECORDS	17
XI.	USE OF INFORMATION BY CRIMINAL INTELIGENCE ANALYST	17
XII.	DISCLOSURE OF INFORMATION OUTSIDE THE SHERBURNE COUNTY SHERIFF'S OFFICE	18
XIII.	REDRESS	19

A. Disclosure of To A Data Subject 19
B. Disclosure To The Public 20
C. Corrections 20
D. Complaints 20
E. Criminal Intelligence Analyst Principles 21

XIV. SECURITY SAFEGUARDS 22

XV. INFORMATION RETENTION AND DESTRUCTION 22

XVI. ACCOUNTABLITY AND ENFORCEMENT 23

XVII. TRAINING 24

Appendix A - Memo of Understanding 25

Appendix B - Criminal Intelligence Analyst Hot Sheet 28

Appendix C - List of Applicable Statutes and Regulations 29

Appendix D - Records Retention Schedule 30

MISSION STATEMENT

The mission of the Sherburne County Sheriff's Office Criminal Intelligence Analyst - is to interface with federal, state, military, tribal and local law enforcement agencies, by being a primary point of contact for collection, evaluation, analysis, and dissemination of intelligence data and criminal background information in a timely and effective manner in order to detect and/or prevent criminal or terrorist activity, and to solve crimes. This mission shall remain consistent with the National Criminal Intelligence Sharing Plan. The purpose (goal) of the Sheriff's Office Criminal Intelligence Analyst is to ensure protection of the privacy, civil rights, and civil liberties of individuals and organizations pursuant to 28 C.F.R. Part 23, and, Minnesota Statues, Chapter 13.

- The goal of establishing and maintaining a Criminal Intelligence Analyst position is to further the following purposes:

- Be an active participant in the Information Sharing Environment.

- Increase public safety and security in Sherburne County and the surrounding communities, the State of Minnesota and the United States of America.

- Mitigate or minimize the threat and risk of injury to all members of the public safety and health care communities.

- Mitigate or minimize the threat and risk of damage to real or personal property.

- Protect the individual privacy rights, civil rights or other protected interests a person or persons may have.

- Protect the integrity of the criminal investigative, criminal intelligence, and justice system processes and information.

- Foster relationships with persons or groups of people in an effort to promote cooperation between law enforcement and the community which it serves.

- Make the most effective use of public safety resources.

I. **Criminal Intelligence Analyst Purpose:**

The Criminal Intelligence Analyst develops information for the Sherburne County Sheriff's Office and any other law enforcement agencies based on their request.

The Criminal Intelligence Analyst provides timely sharing and exchange of crime-related information. A primary focus of the Criminal Intelligence Analyst is developing and disseminating criminal investigative information. A process of information collection, integration, evaluation, analysis and dissemination is used for law enforcement purposes and in the interest of public safety. The information is made available to law enforcement agencies and certain other entities consistent with Minnesota Statutes, Chapter 13, 28 CFR part 23, and other applicable state and federal law.

II. **Privacy Policy Purpose:**

The Criminal Intelligence Analyst recognizes the importance and will ensure the protection of individual constitutional rights, civil liberties, civil rights, and privacy interests throughout the information gathering and sharing process. This privacy policy states the legal requirements that will be met as well as the organizational procedures that will be used to ensure that these rights and interests are protected.

III. **Definitions:** The following terms are used in this Privacy Policy and are defined below.

A. "Case File" means a reasonable suspicion exists that criminal activity has occurred, could occur or is being planned. Additionally one or more of the following must occur for a case to be created.

(1) The reported information does not support a current ongoing criminal investigation.

(2) A determination is made that further criminal investigation is needed and that this additional investigative effort would exceed the review done for a Request for Information or a Suspicious Activity Report.

B. "Critical Infrastructure Key Resource" or "CIKR" means the assets, systems, and networks, whether physical or virtual, so vital to the United States or the state that their incapacitation or destruction would have a debilitating effect on security, national economic security, public health or safety, or any combination thereof and the publicly or privately controlled resources essential to the minimal operations of the economy and government.

C. "Investigative Sergeant Supervisor" means a designee appointed by the Investigative Captain to oversee the management of the Criminal Intelligence Analyst activities including product development, analysis, dissemination and records management.

D. "Disclosure" means the sharing of data or information in any manner authorized by the Criminal Intelligence Investigative Sergeant supervisor.

E. The Criminal Intelligence Analyst is assigned to collect, integrate, evaluate, analyze and disseminate data and information from state, local and federal law enforcement agencies, including fusion centers operating in other states.

F. "Information Sharing Environment (ISE)" means the trusted partnership among all levels of government, the private sector and foreign partners to detect, prevent, preempt, and mitigate the effects of terrorism against the territory, people, and interests of the United States of America. This partnership enables the trusted, secure, and appropriate exchange of terrorism information, in the first instance, across the five federal communities, to and from state, local, and tribal governments, foreign allies, and the private sector, and at all levels of security classification.

G. "Information Sharing Environment (ISE) and Suspicious Activity Report (SAR) (ISE-SAR) means a suspicious activity report that has been determined, pursuant to a two-part process, to have a potential terrorism nexus. ISE-SAR business rules will serve as a unifying process to support the reporting, tracking, processing, storage and retrieval of terrorism-related suspicious activity reports across the ISE.

H. "Criminal Intelligence Database" means the case management system used by the Criminal Intelligence Analyst to store, documents, and audit RCTAG information.

I. "Criminal Intelligence Analyst Privacy Officer" means the Sherburne County Sheriff's Office Records Supervisor, or their designee, to provide privacy training and ensure compliance with the Privacy Policy.

J. "Criminal Intelligence Analyst - Suspicious Activity Report/Tips and Leads" or "SAR" means any reported behavior or activity that may result in reasonable suspicion that a crime has occurred, could occur or is being planned.

K. "Need to Know" means the prospective recipient requires access to specific information in order to perform or assist in a lawful and authorized govern mental or public safety function. In other words, access is required for the performance of official duties.

L. "Personal Data" means any data or information relating to an identifiable individual.

M. "Protected Information" means information about individuals and

organizations subject to legal protections, including the U.S. and Minnesota constitutions; applicable federal statutes and regulations, such as civil rights laws and 28 CFR Part 23; and applicable state laws.

N. "Reasonable Suspicion" means that sufficient facts are established to give a trained law enforcement officer a basis to believe there is a reasonable possibility an individual or organization is involved in a definable criminal activity or enterprise.

O. "Requestor" means the state, local or federal law enforcement officer or agency making a Request for Information from, or reporting an incident to, the Criminal Intelligence Analyst.

P. "Request for Information" or "RFI" means a request from a law enforcement, Agency to the Criminal Intelligence Analyst for information the requesting agency needs in support of an ongoing criminal investigation. It also means a non-criminal homeland security information request.

Q. "Right to Know" means any agency or organization authorized by federal law or state statute to have access to the data or information. See Minn. Stat. §13.05, subd. 4(b) and 9.

R. "Suspicious Activity Report" or "SAR" means any reported behavior or activity that may result in the reasonable suspicion that a crime has occurred, could occur or is being planned. It also means a bulletin or brief from the Criminal Intelligence Analyst, law enforcement intelligence unit or federal agency to provide situational awareness to Minnesota agencies.

IV. Governance and Oversight

The Criminal Intelligence Analyst is part of the Criminal Investigative Division (CID) and is ultimately controlled by the Sherburne County Sheriff. The Criminal Intelligence Analyst reports directly to the Investigative Sergeant Supervisor. The Criminal Intelligence Analyst is law enforcement personnel for purposes of Minnesota Statutes, Chapter 13.

In order to preserve privacy, civil rights and civil liberties, the sheriff has designated a privacy officer to ensure that safeguards and sanctions are in place to protect Personal Data in conformance with Minnesota Statutes, Chapter 13 and other applicable law.

The privacy officer, or their designee, will examine and recommended standards the Criminal Intelligence Analyst should follow for the collection, use, and security of information and technology, as well as accountability guidelines for the management of the information. The Privacy Policy incorporates fair information practices and principles.

The privacy officer, or their designee, will be responsible for information privacy

issues, including implementation of privacy policy requirements. The privacy officer, or their designee, will facilitate an annual review and update of the privacy policy pertaining to the work products created by the Criminal Intelligence Analyst.

The privacy officer, or their designee, will provide a point of contact and coordination for alleged data or information errors, complaints, privacy policy violations and liaison for the ISE.

The privacy officer, or their designee, will coordinate conflict resolution under Criminal Intelligence Analyst's redress policy and enforcement and sanctions outlined in the Accountability and Enforcement section of this policy (see section XVI).

The privacy officer can be contacted at the following address: Sherburne County Sheriff's Office web site. The privacy officer will work with the Criminal Intelligence Analyst to ensure that privacy and civil rights are appropriately protected by the Criminal Intelligence Analyst information acquisition, dissemination and retention practices.

V. Policy Applicability and Legal Compliance

The Criminal Intelligence Analyst and those county employees providing technical services, with direct access to Criminal Intelligence Data bases are required to abide by this privacy policy. These individuals and any other recipient of criminal intelligence information must also follow all applicable laws which govern the treatment of the information the Criminal Intelligence Analyst collects, receives, maintains, archives, accesses, discloses, or disseminates, including information within the ISE.

The Criminal Intelligence Analyst will make a printed or electronic copy of this policy available to all criminal intelligence and non-criminal intelligence personnel who provide services. All individuals will be required to provide both a written acknowledgement of receipt of this policy and a written agreement to comply with this policy. Nothing in this policy is intended to create a private right of action for any member of the public or alter existing or future federal and state law requirements.

The laws referenced in this policy are listed in Appendix C.

VI. Information

All Personal Data collected by the Criminal Intelligence Analyst, regardless of whether it meets the reasonable suspicion standard in 28 Code of Federal Regulations Part 23, will be retained in compliance with the operating policies of that Federal Regulation, Minnesota Statutes, Chapter 13 (Data Practices), the approved Minnesota Records Retention Schedule (currently 09-141 and 012-014), and any other applicable federal or state laws governing information practices. The Criminal Intelligence Analyst will strive to follow guidelines

established under the National Criminal Intelligence Sharing Plan (NCISP) and, to the extent they do not conflict with Minnesota law, the privacy principles put forth in the Organization for Economic Co-operation and Development's Fair Information Practices.

A. Collection Requirements:

Information collected by the Criminal Intelligence Analyst should meet all of the following requirements:

1. The source of the information is reliable and verifiable,

2. The information supports a reasonable suspicion that the individual or organization is involved in criminal conduct, and the information is relevant to that conduct,

3. The information was collected in a lawful manner, and

4. The information is accurate and current.

The Criminal Intelligence Analyst will retain SARs that do not meet the Reasonable Suspicion threshold for one (1) year to permit the possible development of Reasonable Suspicion. If Reasonable Suspicion is not developed during that year, the SARs are purged as required by the Criminal Intelligence Analyst approved records retention schedule (unofficial compilation attached as Appendix D). During the year, these SARs are stored as temporary files and are disclosed as required or permitted by law. If disclosed, they are clearly labeled as a SAR that does not meet the Reasonable Suspicion standard. SARs are stored in the Criminal Intelligence Database so the SARs are secured in the same way as all other data.

The Criminal Intelligence Analyst incorporates the gathering, processing, reporting, analyzing and sharing of terrorism-related suspicious activities and incidents into the processes and systems used to manage all other Criminal Intelligence information. The Criminal Intelligence Analyst identifies and reviews Protected Information that may be disclosed by the Criminal Intelligence Analyst prior to sharing it through the ISE and provides notice through data field labels to enable authorized users to determine the nature of the information and how to handle it in accordance with applicable legal requirements.

The Criminal Intelligence Analyst will abide by daily operating procedures for the initial collection and verification of information, including the screening process by an analyst to develop how the four criteria above are met. There is a subsequent review by the Investigative Sergeant Supervisor or his/her designee to substantiate the analysis and to approve the documentation that has been developed. Suspicious Activity Reports that

do not meet all the above standards will not be retained for more than one year. The four criteria above also apply to Sherburne County Sheriff's Office Case Files. If the criteria are not met, the Criminal Intelligence Analyst will not open a Sherburne County Sheriff's Office Case File.

A Request for Information may meet all four of the criteria above. An RFI may also involve a request that is supported by a homeland security issue, rather than a reasonable suspicion. If homeland security concerns support the RFI, then all of the other criteria above must be met.

Lawfully collected information that meets Sherburne County Sheriff's Office's Privacy Policy will be stored in the Criminal Intelligence Database. All information is managed according to the approved records retention schedule. When the information describes an individual or organization involved in activities protected by the First Amendment, the information cannot be maintained unless there is specific indication that the individual or organization has, is about to, or has threatened to engage in conduct that constitutes a crime and the First Amendment activities are relevant to the criminal conduct. Specifically excluded material includes:

1. Information on an individual or group merely on the basis that such individual or group support unpopular causes;

2. Information on an individual or group merely on the basis of race, gender, age, citizenship, disability, sexual orientation, place of origin, or ethnic background;

3. Information on an individual or group merely on the basis of religious or political affiliations, or beliefs;

4. Information on an individual or group merely on the basis of personal habits and/or predictions that do not break any laws or threatens the safety of others; or

5. Information obtained in violation of any applicable federal or state rules or statutes.

All criminal intelligence information is managed through the Criminal Intelligence Database and under the direction of the Investigative Sergeant Supervisor. Open files will be reviewed no less frequently than every 180 days by the Criminal Intelligence Investigative Sergeant supervisor or investigative sergeant supervisor's designee to determine the file's status and whether it should be changed. A yearly records review of the Criminal Intelligence Database will be conducted by the Criminal Intelligence Investigative Supervisor and records that may be purged will be disposed. Additional information about records destruction can be found in Section XV of this policy.

On receipt of information, Criminal Intelligence Analyst will assess the

information to determine its nature, usability, and quality and assign it to an operating file (See B, below). At the time a decision is made to retain information, including contributing ISE-SAR information to the shared space, the Criminal Intelligence Analyst will label it (by record, data set or system of records and to the extent feasible, consistent with the current version of the ISE Functional Standard for SAR) pursuant to applicable limitations on access and disclosure in order to: protect an individual's right of privacy, civil rights and civil liberties; protect confidential sources, law enforcement undercover techniques and methods; prevent interference with or the compromise of pending criminal investigations; and provide any legally required protection based on the classification of the data.

B. Types of Operating Files

There are four types of operating files within the Criminal Intelligence unit. They are:

1. Criminal Intelligence Case File. A Criminal Intelligence Case File is created when the Investigative Sergeant Supervisor determines that one should be created. A Criminal Intelligence Case File is entered in the Criminal Intelligence Database and a Criminal Intelligence case number is automatically generated.

2. Request for Information (RFI). An RFI must be supported by a reasonable suspicion or homeland security concern that is provided to the Criminal Intelligence Analyst. Criminal Intelligence Analyst cannot answer an RFI unless it contains a Reasonable Suspicion or homeland security concern.

3. Suspicious Activity Report (SAR). A SAR will be entered into the Criminal Intelligence Database. A SAR should be reported to the Criminal Intelligence Analyst by a law enforcement entity or security related to a CIKR site once it has been reported to a local law enforcement agency. The Criminal Intelligence Analyst receives SARs by the following means:

    - The secure information-sharing platform
    - Fax
    - Telephone
    - Email

4. Dissemination Log (LOG). The LOG is used as a tracking device or bulletins, briefs and assessments disseminated by Criminal Intelligence Analyst. LOG entries will include weekly bulletins and special assessments. Copies of products are attached to the LOG entry. The analysts that disseminate either Law Enforcement (LE) or Critical Infrastructure (CI) Briefs will log the dissemination of these products. Any special bulletin, brief or assessment will be logged by the

disseminating analyst. Special assessments do not need a separate LOG entry if attached as part of the LE Brief or CI Brief labels

C. Labels

The Criminal Intelligence files require certain basic descriptive information to be entered and electronically associated with information, including terrorism-related information and that information shared through the ISE, for which there are special laws, rules, or policies restricting access, use, and disclosure. The types of information include:

1. The name of the submitting agency.

2. The name of the justice information system from which the information is disseminated or that the information was disseminated from the Criminal Intelligence Database.

3. The date the information was collected and, where feasible, the date its accuracy was last verified.

4. The title and contact information for the person to whom questions regarding the information should be directed.

The Criminal Intelligence Analyst will attach specific labels and descriptive metadata to information that will be used, accessed, or disseminated to clearly indicate whether the information is Protected Information and any legal restrictions on information sharing based on information sensitivity or classification. The Criminal Intelligence Analyst will keep a record of the source of all information sought and collected by it.

VII. Acquiring and Receiving Information

Information obtained from or through the Criminal Intelligence Analyst can only be used for official and lawful purposes. A lawful purpose means the request for information can be directly linked to a law enforcement agency's active criminal investigation; and is a response to confirm information that requires intervention to prevent a criminal act or threat to public safety, and is in compliance with Minnesota Statutes, Chapter 13 disclosure requirements. This includes disclosing records to those responsible for public protection, public safety, or public health in the performance of their official duties when permitted by Minnesota law. An audit trail sufficient to allow the identification of individuals to whom such records are disclosed and the nature of the information disclosed will be kept by the Criminal Intelligence Analyst.

The information maintained by the Criminal Intelligence Analyst is obtained through local, state, federal agencies, and tribal law enforcement and open source resources. Individual users of the Criminal Intelligence Analyst work

product are solely responsible for the interpretation, further dissemination, and use of information developed in the research process. Additionally, it is the responsibility of the user to ensure the accuracy, validity, completeness and security of all information obtained prior to official action being taken.

External governmental agencies, that access and share information with the Criminal Intelligence Analyst are governed by the laws and rules governing those individual agencies, as well as by applicable federal and state laws.

The Sherburne County Sheriff's Office will contract with commercial database entities that provide an assurance that their methods for gathering Personal Data comply with applicable state and federal laws and that these methods are not based on misleading information collection practices.

The Criminal Intelligence Analyst will not directly or indirectly receive, seek, accept, or retain information from:

- An individual who or information provider that is legally prohibited from obtaining or disclosing the information; or

- An individual who or nongovernmental entity that may or may not receive a fee or benefit for providing the information, except as expressly authorized by law or Criminal Intelligence Analyst policy.

VIII. Information Quality Assurance

The Criminal Intelligence Analyst is required by Minn. Stat. §13.05, subd. 5, to assure that data is accurate, complete, current and secure. The Criminal Intelligence Analyst will make every reasonable effort to ensure that standard is met, and, that the information is merged with other information about the same individual or organization only when the applicable standard outlined in the Merging Records section of this policy has been met.

The Criminal Intelligence Analyst will determine the accuracy of information received through database searches, by cross-checks with other data systems, and open source information. At the time of retention in the system, the information will be labeled regarding its level of quality (accuracy, completeness, currency, and confidence [verifiability and reliability]).

Information files will be labeled to protect sources, investigations, and an individual's right to privacy, as well as to control access to information. Classification and data labeling shall be reevaluated whenever new information is added to an existing file.

The Criminal Intelligence ISE-SAR process provides for human review and vetting to ensure that information is both legally gathered and, where applicable, determined to have a potential terrorism nexus. The Criminal

Intelligence Analyst will be trained to recognize those behaviors and incidents that are indicative of criminal activity related to terrorism. This training will be the same made available to law enforcement officers around the state.

The Criminal Intelligence ISE-SAR process includes safeguards so that only information about incidents and behaviors that indicate criminal activity related to terrorism but without personal identifiers are documented and shared through the ISE. These safeguards will ensure that the unintentional or inadvertent disclosure of information that could violate civil rights or civil liberties does not occur.

When a choice of investigative techniques is available, information, including information documented as a SAR, should be acquired or investigated using the least intrusive feasible means, taking into account the effect on individual privacy and potential damage to reputation. The Criminal Intelligence Analyst will also adhere to this standard although it is not an operational agency conducting investigations.

When determining information confidence, the Criminal Intelligence Analyst will use the following confidence labeling standards for source reliability and content validity.

1. Source Reliability

   The source is the person or agency who gives the Criminal Intelligence Analyst the information. The source's reliability is evaluated according to the following.

   (a) Reliable means the source is unquestioned or has been tested in the past. All law enforcement agencies are classified as completely reliable.

   (b) Usually Reliable means the majority of the information provided by the source in the past has proved to be reliable.

   (c) Unreliable means the source has provided reliable information sporadically in the past.

   (d) Unknown means the reliability of the source cannot be judged. The authenticity or trustworthiness of the source has not yet been determined by either experience or investigation.

2. Content Validity

   The validity of information is an indicator of the accuracy or truthfulness of the information. The validity of the information is assessed as follows.

   (a) Confirmed means the information has been corroborated by an

investigator or another reliable, independent source.

(b) Probable means the information is consistent with past accounts.

(c) Doubtful means the information is inconsistent with past accounts.

(d) Cannot be judged means the authenticity of the information has not yet been determined by either experience or investigation.

3. Classification

The Criminal Intelligence Analyst uses two classifications or sensitivity structures since the Intelligence Analyst maintains federal, state, and local data and information. Classification or sensitivity levels control the handling, dissemination, and release of materials and products. The laws that govern access to and classification of information at the federal level and in other states are different from Minnesota law. When determining classification and sensitivity, the Criminal Intelligence Analyst must determine whether there is a federal law that requires restrictions on access to or dissemination of the data or information or if Minnesota law applies.

When labeling case files and information, the Criminal Intelligence Analyst must use one or more of the following:

1. Federal Classification

(a) Classified (not public): document is restricted to individuals who have a security clearance of secret or higher.

(b) Unclassified/Law Enforcement Sensitive (LES) (not public): document is viewable by law enforcement agencies only with the Right to Know and Need to Know. The document may contain information related to sources, methods, evidence, and active investigations.

(c) Unclassified/For Official Use Only (FOUO) (not public): document is viewable by anyone who is authorized under "Official Use Only" status. User has a Right to Know, and Need to Know. The document is not disseminated to or viewed by the general public or media.

2. Minnesota Classifications

The Minnesota Government Data Practice Act, Minnesota Statues, Chapter 13, contains the presumption that all government data are public unless there is a federal law or state statute that classifies the data. The following are Minnesota data classifications.

(a) Private data on individuals are about living human beings, not accessible to the public but are accessible by the individual. An individual may consent to the release of private data to a third party. A statute may also authorize the dissemination of private data on individuals to a third party.

(b) Confidential data on individuals are not accessible to the public or the individual. Confidential data on individuals can only be shared with those that have statutory authority to have access.

(c) Nonpublic data are about anything that is not a living human being, are not accessible by the public and are accessible by the subject of the data, if any. The subject can consent to the release of the data to a third party. A statute may also authorize the dissemination of nonpublic data to a third party.

(d) Protected nonpublic data are about anything that is not a living human being and are not accessible to the public or the subject of the data. Protected nonpublic data may be shared with those that have statutory authority to have access.

3. In addition to using the labels and classification structures listed above, the Criminal Intelligence Analyst will utilize the following standards to ensure that data quality is maintained.

(a) The Criminal Intelligence Analyst investigates, in a timely manner, alleged errors and deficiencies and corrects, deletes, or refrains from using information found to be erroneous or deficient.

(b) The labeling of retained information will be reevaluated by the Criminal Intelligence Analyst when new information is gathered that have an impact on the confidence (source reliability and content validity) of previously retained information.

(c) The Criminal Intelligence Analyst will make every reasonable effort to ensure that information will be corrected, deleted from the system, or not used when it learns that the information are erroneous, misleading, obsolete, or otherwise unreliable; the source of the information did not have authority to gather the information or toprovide the information to the agency; or the source used prohibited means to gather the information, except when the source did not act as an agent to a bona fide law enforcement officer.

(d) Originating agencies are responsible for the quality and accuracy of the information accessed by or provided to the Criminal Intelligence Analyst. The Criminal Intelligence Analyst

will advise the appropriate contact person in the originating agency, in writing, if its information is alleged, suspected, or found to be inaccurate, incomplete, out of date, or unverifiable.

(e) When information is found to be inaccurate, incomplete, out of date or unverifiable, the Criminal Intelligence Analyst will notify recipient agencies in writing and will maintain documentation of the notification.

IX. Collation and Analysis

Access to the Criminal Intelligence Analyst information sources for the purpose of analysis is limited to those individuals who have been selected, approved, and trained accordingly.

Access to information contained within the Criminal Intelligence Database files will be granted only to fully authorized personnel who have been screened with state and national fingerprint-based background checks, as well as any additional background standards that may be established by the Sherburne County Sheriff or his designee.

Access to federally controlled, classified information and systems are based on the individual user's federal security clearance and need to know.

Information subject to collation and analysis is identified in the Information Section.

The Criminal Intelligence Analyst position serves as a central clearing house for information sharing focusing on homeland security, organized criminal activity, and all-hazards within Sherburne County and surrounding areas, the State of Minnesota and the United States of America. The Criminal Intelligence Analyst will accomplish this through:

- Management and developing of information sharing through approved web portal
- Production and dissemination of bulletins and assessments
- Investigation and analysis of suspicious activity reports in support of criminal investigations.
- Response to RFI's.
- Collaboration with federal, state, and local agencies to produce joint products.
- The coordination and facilitation of regional training opportunities in support of the Criminal Intelligence Analyst mission.

- The identification of crime patterns and trend.

X. Merging Records

Multiple records about an individual may be merged when reasonable steps indicate that they are about the same person. Data elements that are used to determine that the same individual is the subject of the multiple records include the name (full or partial) and one or more of the following:

- Date of birth;
- State identification number issued by the BCA (SID);
- Offender identification number issued by the Minnesota Department of Corrections (OID)
- Fingerprints
- Photographs
- Physical description
- Height
- Weight
- Eye and hair color
- Race
- Ethnicity
- Scars, marks, or tattoos
- Social Security number
- Driver's license number
- DNA profile
- Retinal scan
- Facial recognition

The identifiers or characteristics that, when combined, could clearly establish that the information from multiple records is about the same organization may include the name, federal or state tax ID number, office address, and telephone number.

If the matching requirements are not fully met but there is a partial match, the information may be associated if accompanied by a clear statement that it has not been adequately established that the information relates to the same individual or organization.

XI. Use of Information by the Criminal Intelligence Analyst

Information obtained from or through the Criminal Intelligence Analyst can only be used for official and lawful purposes. A lawful purpose means the Request for Information can be directly linked to a law enforcement agency's active criminal investigation, or is a response to confirmed information that requires intervention to prevent a criminal act or threat to public safety.

The Criminal Intelligence Analyst will use information on a "Need to Know"

basis, and in accordance with applicable laws.

Credentialed, role-based access criteria will be used by Criminal Intelligence Analyst, as appropriate, to control:

- The information to which a particular group or class of users can have access based on the group or class.
- The information a class of users can add, change, delete, or print.
- To whom, individually, the information can be disclosed and under what circumstances.

The Criminal Intelligence Analyst who has access to Criminal Intelligence information will be trained as to those regulations and agree to the following:

1. Individual passwords will not be disclosed to any other person, except as authorized by Investigative Sergeant Supervisor, Investigative Captain, the Chief Deputy or the Sheriff.
2. Individual passwords of authorized personnel will be changed if the password is compromised or improperly disclosed.
3. Background checks will be completed on personnel who will have direct access to the Criminal Intelligence information at a level determined by the Investigative Sergeant Supervisor, Investigative Captain, Chief Deputy or Sheriff, and, pursuant to department policy.
4. Use of the Criminal Intelligence data in an unauthorized or illegal manner will subject the requestor to denial of further use of the Criminal Intelligence data; discipline by the requestor's employing agency, and/or criminal prosecution.

The Investigative Sergeant Supervisor reserves the right to deny access to any Criminal Intelligence user who fails to comply with the applicable restrictions and limitations.

The Criminal Intelligence Analyst will adhere to the current version of the ISE-SAR Functional Standard for its suspicious activity reporting process, as that is defined in this policy as an ISE-SAR. This includes the use of a standard reporting format and commonly accepted data collection codes and a sharing process that complies with the ISE-SAR Functional Standard for suspicious activity potentially related to terrorism.

XII. **Disclosure of Information Outside the Sherburne County Sheriff's Office:**

There are two regular briefs that are produced and disseminated by the Criminal Intelligence Analyst which will follow all classification procedures:

(1) The Law Enforcement Brief (LE Brief) is a law enforcement sensitive brief compiled from Criminal Intelligence information, and other federal, state, and local reports which may contain comprehensive law enforcement data. This brief is disseminated to law enforcement personnel.

(2) The Critical Infrastructure Brief (CI Brief) is non-law enforcement; sensitive information brief complied from open source internet sites and other federal, state, and local reports. A CI Brief may contain U/For Official Use Only documents and materials. This brief is disseminated to first responder, government, and private sector personnel.

No briefs or assessments can be disseminated outside the Sherburne County Sheriff's Office by the Criminal Intelligence Analyst unless reviewed by the Investigative Sergeant Supervisor. When reviewing briefs and assessments, particular attention will be focused on content, classification, and compliance with this policy. All attached documents will have the permission of the originating agency for use prior to inclusion in the brief or assessment and dissemination will be limited to Stakeholder Agencies.

All information that is disclosed shall be recorded within the Criminal Intelligence Database. A Stakeholder Agency may not re-disclose information from the Criminal Intelligence Analyst until it has received permission from the Investigative Sergeant Supervisor.

Access to the Criminal Intelligence Database requires authorization from the Investigative Sergeant Supervisor, Investigative Captain, Chief Deputy or the Sheriff and the issuance of a user name and password, that is fully auditable and tracks record access.

XIII. Redress

A. Disclosure to a Data Subject

An individual who is the subject of data in the Criminal Intelligence Database has a number of rights that are found in Minn. Stat. §13.04, subd. 3. Those rights include the right to know data exist, to inspect the data in the Criminal Intelligence file, to have copies of the data, and to have the meaning of the data explained. When data are classified as private, the Criminal Intelligence Analyst must verify the identity of the individual data subject using one of the identification methods specified in the data practices policies and procedures. After consulting with the Investigative Sergeant Supervisor, the Privacy Officer must respond to an individual data subject within the appropriate time frames allowed by statute.

The Data Practices Policies and Procedures are available at the Sherburne County Sheriff Office web site.

A record of these disclosures is kept by the Privacy Officer.

B. Disclosure to the Public

The public has the right to access public data maintained at the Sherburne County Sheriff's Office. See Minn. Stat. §13.03, subd. 3. The rights granted by section 13.03 include the right to inspect, to have copies and to have the meaning of the data explained. After consulting with the Investigative Sergeant Supervisor, the Privacy Officer is required to respond in an amount of time that is appropriate, prompt and reasonable. See Minn. Stat. §13.03, subd. 2(a) and Minn. Rules 1205.0300, subp. 3. The Privacy Officer keeps a record of these disclosures.

All media requests shall be forwarded to the Investigative Sergeant Supervisor for referral to the Investigative Captain.

C. Corrections

An individual data subject is authorized by Minn. Stat. §13.04, subd. 4, to challenge the accuracy and/or completeness of public or private data. The terms "accuracy" and "completeness" are defined in Minn. Rules 1205.1500, subd. 2. Section 13.04, subd.4, which requires any challenge to the accuracy or completeness of data to be made to the "responsible authority." The responsible authority is the Sherburne County Sheriff.

The Investigative Sergeant Supervisor has 30 days to respond to a data challenge and either change the data or indicate that the data are accurate or complete. If the individual data subject does not agree with the Sheriff's determination, the individual has the right to appeal the determination to the Sherburne County Sheriff.

The appeal process is described in Minn. Rules 1205.1600.

A record will be kept of all requests for corrections and the resulting action, if any.

D. Complaints

If an individual has a complaint about the accuracy or completeness of terrorism-related information that is:

- classified as confidential by state or federal law;
- held by the Criminal Intelligence Analyst; and
- allegedly has resulted in demonstrable harm to the complainant,

A complaint may be filed with the Investigative Sergeant Supervisor. The terrorism-related information in the Criminal Intelligence Database that can be remedied under this paragraph will be identified.

On receipt of the complaint at Sherburne County Sheriff's Office web site, the Privacy Officer (Sherburne County Sheriff's Office Records Supervisor) will acknowledge the complaint and will state that the complaint will be reviewed. If the complaint includes a request from the individual to know if confidential data exist, the Privacy Officer will, following appropriate identification of the individual, as required by Minn. Stat. §13.04, subd. 3, coordinate the response with appropriate personnel (Investigative Sergeant Supervisor and the Criminal Intelligence Analyst).

If the information originated in another agency, the Privacy Officer will give written notification of the complaint to that agency. That notification will occur within 10 business days of receipt of the complaint. The Privacy Officer will ask that the complaint be investigated and the Criminal Intelligence Analyst will inform the Privacy Officer within 30 days whether changes need to be made to make the information accurate or complete.

On receipt of the complaint, information held by the Criminal Intelligence Analyst that are covered by this paragraph will be flagged as having an outstanding complaint and the fact that a complaint has been made will be shared with any party to whom the information is disclosed.

If there is no resolution within 30 days, the Criminal Intelligence Analyst will not further share the information until such time as the complaint has been resolved. Once the complaint has been reviewed and a determination made to change the information or that it is accurate or complete, the flag will be removed and any recipients of the information notified of any change in response to the complaint.

A record of complaints and the resulting action taken will be kept by the Criminal Intelligence Analyst.

E. Criminal Intelligence Analyst Principles

Information gathered or collected and records retained by Criminal Intelligence Analyst will not be:

- Sold, published, exchanged, or disclosed for commercial purposes.
- Disclosed without prior notice to the originating agency unless disclosure is required by law.
- Disclosed to persons not authorized to access or use the information.

The Criminal Intelligence Analyst shall not confirm the existence or nonexistence of information to any person or agency that would not be eligible to receive the information unless otherwise required by law.

XIV. Security Safeguards

Sherburne County Sheriff, or his designee, will identify the technical resources to establish a secure office space for the Criminal Intelligence Analyst. In addition, Sherburne County Sheriff, or his designee will identify the technological support for secure internal and external safeguards against network intrusion of the Criminal Intelligence information systems.

Access to the Criminal Intelligence Database from outside of the facility will only be allowed over secure CJDN network lines.

Criminal Intelligence will be maintained in such a way that it cannot be stored, modified, destroyed, accessed, or purged without prior authorization.

SARs information will be stored in the same system as that for all other data, but will be clearly labeled as to its classification when disclosed. This system is compliant with 28 CFR Part 23 security requirements.

All Criminal Intelligence Analyst documents or software will be stored on Criminal Intelligence Analyst computer systems or storage devices and in compliance with SCSO/RCTAG policies. To prevent public records disclosure, risk and vulnerability assessments will not be stored with publically available information.

Minnesota law requires that if a breach of the security of private or confidential data occurs, the state agency that maintains the data must notify the individuals whose data were disclosed. Methods of notice are provided for in the statute along with the ability, in the appropriate circumstances, to delay notification to permit an active criminal investigation to occur without impediment. Minn. Stat. §13.055.

XV. Information Retention and Destruction

The Minnesota Records Management Act, Minn. Stat. §138.17, requires that an approved records retention schedule be in place before records can be destroyed. An approved records retention schedule for Criminal Intelligence records is in place and authorizes the destruction of certain records. The retention period varies by record series type. For any records series not on the approved records retention schedule, approval would need to be received before destruction could occur. That approval could be in the form of a new approved records retention schedule or a one-time permission from the Investigative Sergeant Supervisor to destroy records that are no longer collected. See Appendix D for a copy of the approved records retention schedule.

The Criminal Intelligence Database is the record of information to be reviewed for retention or destruction. Destruction occurs in a secure manner appropriate to the classification or sensitivity of the information. Thus, if information is classified as something other than public, secure destruction, such as shredding, must be used. Destruction must also be in compliance with

state policies governing destruction of electronic information. The Criminal Intelligence Analyst does not notify the originating agency, if any, when destruction occurs, nor is originating agency approval required. A records destruction report is required by state law. Minn. Stat. §138.17.

XVI. Accountability and Enforcement

The Criminal Intelligence Analyst will make this Privacy Policy available for public review, when requested.

The Investigative Sergeant Supervisor, in conjunction with the Privacy Officer, will be responsible for receiving and responding to inquiries and complaints about privacy, civil rights, and civil liberties protections in the information system. The Privacy Officer can be contacted at the following address: Sherburne County Sheriff's Office web site.

Queries made to the Criminal Intelligence Database will be auditable and be logged, identifying the user initiating the query. Criminal Intelligence information application logs will be made available for audit. When information is disseminated outside of the Criminal Intelligence Office, a secondary dissemination log will be created in order to capture updated information and provide an appropriate audit trail, as required by applicable law. Secondary dissemination of information can only be to a law enforcement agency for investigative purposes or to other agencies as provided by law.

The Criminal Intelligence secondary dissemination log will include:

1. Date of release.
2. The subject of the information
3. To whom the information was released, including address and telephone number.
4. An identification number or other indicator that clearly identifies the information released.
5. The purpose for which the information was requested.

The Investigative Sergeant Supervisor will be responsible for conducting or coordinating annual and random internal or Criminal Intelligence external audits, including audits by the legislative auditor, and for investigating misuse of Criminal Intelligence information systems. All confirmed or suspected violations of Criminal Intelligence policies will be reported to the Investigative Captain, who will determine the appropriate avenue of investigation and report confirmed violations to the Chief Deputy and Sheriff. If verified, violations will be sanctioned in accordance with the Sherburne County Sheriff's Office discipline policies.

The Criminal Intelligence Analyst will prepare an annual report to the Investigative Sergeant Supervisor regarding Privacy Policy status and information access issues.

XVIII. Training:

The Criminal Intelligence Analyst is required to attend annual Privacy Policy training conducted by the Privacy Officer or their designee.

The Criminal Intelligence Analyst and any personnel providing information technology services to the Criminal Intelligence Database will participate in training programs regarding implementation of and adherence to this privacy, civil rights, and civil liberties policy

- The Privacy Policy training program will cover:
- Purposes of the privacy policy.
- Substance and intent of the provisions of the policy relating to collection, use, analysis, retention, destruction, sharing, and disclosure of SAR and ISE-SAR information maintained or submitted by the Criminal Intelligence Analyst to local, state, federal and tribal law enforcement agencies.
- How to implement the policy in the day-to-day work environment with local, state, federal, tribal law enforcement agencies.
- The impact of improper activities associated with violations of the policy.
- Mechanisms for reporting violations of the policy.
- The possible penalties for policy violations, including transfer, dismissal, and criminal liability, if any.

Criminal Intelligence Analyst Privacy Policy

Appendix A

Criminal Intelligence Analyst Memo of Understanding

The establishment of an integrated system of gathering, analyzing and reporting all-crimes, all-hazards information must be a high priority for all local, state, and federal law enforcement agencies operating within the State of Minnesota. Pursuant to the Omnibus Crime Control and the Safe Streets Act of 1968, 42 U.S.C. 3711 et. seq. as amended and in accordance with 28 CFR Part 23; a facility is established to assist local, state and federal law enforcement and private sector resources. The entities involved include local, state and federal law enforcement; first responders; emergency management; and private sector entities. This facility is created through federal law in cooperation with and for the benefit of participating entities and must comply with all state and federal laws. Information will be shared pursuant to federal and state law to identify all-crimes, all-hazards. To this end the Criminal Intelligence Analyst is an investigative position at the Sherburne County Sheriff's Office.

I. Participants:

Present Participants:

- Sherburne County Sheriff's Office
- Hennepin County Sheriff's Office (CISA/MRIC)
- Becker Police Department
- Benton County Sheriff's Office
- Big Lake Police Department
- Cambridge Police Department
- Elk River Police Department
- Isanti County Sheriff's Office
- Mille Lacs County Sheriff's Office
- Mille Lacs Tribal Police
- Princeton Police Department
- Roger Police Department
- Saint Cloud Police Department
- Stearns County Sheriff's Office
- Wright Count Sheriff's Office

Near Future Participants:

- Isanti Police Department
- Sartell Police Department
- Sauk Rapids Police Department

Distance Future:

- Annandale Police Department
- Buffalo Police Department
- Milaca Police Department

II. Responsibilities

A. The Criminal Intelligence Analyst will be guided by the following mission statement:

The mission of the Criminal Intelligence Analyst *is to collect, evaluate, analyze and disseminate information regarding organized criminal, terrorist, and all hazards activity in the State of Minnesota while complying with state and federal law to ensure the rights and privacy of all.*

B. The roles of the Criminal Intelligence Analyst include but are not limited to:

i. Regional Infrastructure Development: This includes maintaining a regional user base for reviewing and sharing data received and made available by local and regional law enforcement agencies through the Sherburne County Sheriff's Office website and connecting with different groups to add members to Regional Criminal Tracking Analyst Group. Of special importance is establishing a link to the critical infrastructure group.

ii. Bulletin Production and Dissemination: With the approval of the data originator, the Criminal Intelligence Analyst will produce timely and meaningful bulletins to share with a local, regional audience. No approval will be required for open source information.

iii. Provide Basic investigation and analysis of Submissions to the Regional Criminal Tracking Analyst Group: The Criminal Intelligence Analyst will review the submissions initially using open source data bases and agency/state data bases brought into the analyst group to try to determine if submissions should move to the FBI's Intelligence Program or other appropriate agency(s). Criminal Intelligence Analyst with the appropriate clearances could perform other checks by utilizing FBI databases, as maintained and approved by the FBI. Additionally, the Criminal Intelligence Analyst will provide assistance for the FBI Intelligence Program pursuant to applicable state and federal law.

iv. Response to Request for Information (RFI): Provide a timely response to requests from agencies, fusion centers, and the U.S. Department of Homeland Security (DHS) for information and services available through Criminal Intelligence Analyst to include but not limited to assessments, analytical products, and open source background materials.

v. RCTAG Establishment: The Criminal Intelligence Analyst will assist with the building of the Regional Criminal Tracking Analyst Group website, and the appropriate policy and procedure development.

vi. Training: The Criminal Intelligence Analyst will coordinate training relative to the function of the Regional Criminal Tracking Analyst Group.

III. Limitations

A. Nothing in this Memo of Understanding is intended or shall be construed, to modify or be in conflict with Minnesota State Statutes, federal law or Code of Federal Regulations. The Criminal Intelligence Analyst must adhere to the applicable state and federal law and US Attorney General Guidelines and Title 28, Code of Federal Regulations (CFR) in the lawful collection, maintenance and dissemination of information for and on behalf of the federal authorities. The Criminal Intelligence Analyst will maintain a written policy regarding the handling of data that complies with applicable state and federal law.

B. Information and documents/files maintained or accessed by the Criminal Intelligence Analyst shall remain the property and in the constructive possession of the originating agency. Dissemination of information or documents outside the Sherburne County Sheriff's Office not accessible to the general public shall require permission of the originating agency and comply with all applicable state and federal law.

Criminal Intelligence Analyst Privacy Policy

Appendix B

Criminal Intelligence Analyst Hot sheet Notice

What follows is the text from the Sherburne County Sheriff's Office Criminal Intelligence Analyst Hot sheet registration forms. The registrant has to click on a separate box to agree and continue with the registration process. The notice explains the need to comply with the Privacy Policy.

I agree to not share my log-on and password with another party.

I agree to abide by all classification and dissemination terms that are placed on all products produced by the Criminal Intelligence Analyst and those that the Criminal Intelligence Analyst disseminates for other agencies. Those terms include but are not limited to:

No portion of Criminal Intelligence Analyst documents should be released to the media or general public.

Criminal Intelligence Analyst documents contain data protected by state and federal law and are subject to distribution restrictions.

Criminal Intelligence Analyst authorization is required prior to disseminating any Criminal Intelligence Analyst document or portion of outside of the intended recipients' agency.

I understand that any release of this information could adversely affect or jeopardize investigative activities.

Criminal Intelligence Analyst Privacy Policy

Appendix C

List of Applicable Statutes

The following is a list of legal provisions that affect the operation of the Criminal Intelligence Analyst, the classification of data it holds and how access and dissemination of that data occurs.

This list is current as of the date it is developed and will be routinely reviewed and modified.

Federal Provisions:

United States Constitution, including the Bill of Rights.
Brady Handgun Violence Prevention Act, 18 U.S.C. §§ 921, 922, 924, and 925A
Computer Matching and Privacy Act of 1988, 5 U.S.C. § 552a(a); see also Office of Management and Budget, Memorandum M-01-05, "Guidance on Interagency Sharing of Personal Data–Protecting Personal Privacy," December 20, 2000
Confidentiality of Identifiable Research and Statistical Information, 28 CFR Part 22
Crime Identification Technology, 42 U.S.C.§ 14601
Criminal History Records Exchanged for Noncriminal Justice Purposes, 42 U.S.C. § 14611
Criminal Intelligence Systems Operating Policies, 28 CFR Part 23
Criminal Justice Information Systems, 28 CFR Part 20
Disposal of Consumer Report Information and Records, 16 CFR Part 682
Electronic Communications Privacy Act of 1986,18 U.S.C. §§ 2510–2522, 2701–2709
Fair Credit Reporting Act, 15 U.S.C. § 1681
Federal Civil Rights laws, 42 U.S.C. § 1983
Federal Records Act, 44 U.S.C. § 3301
Freedom of Information Act (FOIA), 5 U.S.C.
Indian Civil Rights Act of 1968, 25 U.S.C. § 1301 IRTPA, as amended by the 9/11 Commission Act National Child Protection Act of 1993, Pub. L. 103-209 (December 20, 1993
National Crime Prevention and Privacy Compact, 42 U.S.C. § 14616
Privacy Act of 1974, 5 U.S.C. § 552a,
Privacy of Consumer Financial Information, 16 CFR Part 313
Protection of Human Subjects, 28 CFR Part 46,
Safeguarding Customer Information, 16 CFR Part 314
Sarbanes-Oxley Act of 2002, 15 U.S.C. § 7201
USA PATRIOT Act, Public Law No. 107-56 (October 26, 2001)

Minnesota Provisions

Minnesota Constitution
Minnesota Government Data Practices Act,
Minnesota Statutes, Chapter 13 and enabling rules found in Minnesota Rules, Chapter 1205
Official Records Act, Minnesota Statutes, section 15.17
Records Management Act, Minnesota Statutes, section 138.0163. et. seq.
Minnesota Health Records Act, Minnesota Statutes, section 144.291, et. seq.
Minnesota Statutes, Chapter 243 - corrections

Minnesota Statutes, Chapter 260B - juveniles alleged or adjudicated delinquent
Minnesota Statutes, Chapter 299C - Bureau of Criminal Apprehension
Minnesota Statutes, Chapters 609-643 -provisions relate to crimes and offenses, rehabilitation and incarceration

Criminal Intelligence Analyst Privacy Policy

Appendix D

Criminal Intelligence Records Retention Schedule

1. Division/Section
   Sherburne County Sheriff's Office Regional Criminal Tracking and Analysis Group (RCTAG)

2. Address 13880 Business Center Drive Elk River, MN 55330

3. Information developed and maintained by the Criminal Analyst will be stored and accessible for five (5) years.

4. Agency Records Management Officer
   Sue Kuiper

5. Agency Head or Designee
   Inv. Sgt. Paul Novotny
   (763) 765-3511

L.1.

City of Isanti

Gross Payroll	77,674.40
Social Security & Medicare	4,249.87
Public Employees Retirement	7,926.46
Total City Expense	89,850.73

Pay Date 12/16/2016

Pay Period 26 (11/27-12/10/16)

City of Isanti | Check Register - Summary | Page: 1
Check Issue Dates: 12/15/2016 - 12/16/2016 | Dec 16, 2016 11:17AM

Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/16	12/16/2016	45448	53	BELLBOY CORPORATION	609-20200	3,961.39
12/16	12/16/2016	45449	9	BERNICKS PEPSI-COLA	609-20200	590.60
12/16	12/16/2016	45450	1492	BLUE CROSS BLUE SHIELD	101-20200	19.14
12/16	12/16/2016	45451	99	BUSINESS FORMS & ACCTG.	108-20200	199.00
12/16	12/16/2016	45452	2448	CAMPBELL KNUTSON	108-20200	454.99
12/16	12/16/2016	45453	1198	CENTER POINT ENERGY	601-20200	1,935.93
12/16	12/16/2016	45454	1815	CENTURYLINK	101-20200	35.82
12/16	12/16/2016	45455	1629	CITY OF ISANTI	108-20200	5,677.33
12/16	12/16/2016	45456	918	CRYSTAL SPRINGS ICE	609-20200	44.62
12/16	12/16/2016	45457	8	DAHLHEIMER DISTRIBUTING CO	609-20200	9,420.85
12/16	12/16/2016	45458	71	EAST CENTRAL SANITATION	101-20200	386.98
12/16	12/16/2016	45459	55	ECM PUBLISHERS INC	101-20200	76.05
12/16	12/16/2016	45460	346	EDAM	108-20200	295.00
12/16	12/16/2016	45461	912	FASTENAL COMPANY	601-20200	16.66
12/16	12/16/2016	45462	385	FEDERATED CO-OPS INC	603-20200	745.89
12/16	12/16/2016	45463	2189	FORSTER, SHAYNA	602-20200	39.96
12/16	12/16/2016	45464	2118	FRANSEN, LINDA	101-20200	410.00
12/16	12/16/2016	45465	142	G & K SERVICES	101-20200	569.97
12/16	12/16/2016	45466	134	GOPHER STATE ONE-CALL INC	601-20200	70.20
12/16	12/16/2016	45467	2433	GRIDOR CONSTR INC	439-20200	365,954.00
12/16	12/16/2016	45468	739	HACH COMPANY	601-20200	227.15
12/16	12/16/2016	45469	160	HAWKINS INC	602-20200	3,894.00
12/16	12/16/2016	45470	2455	HotsyMinnesota.com	603-20200	3,844.01
12/16	12/16/2016	45471	2209	INNOVATIVE OFFICE	101-20200	52.30
12/16	12/16/2016	45472	107	ISANTI COUNTY TREASURER	108-20200	3,259.20
12/16	12/16/2016	45473	113	ISANTI TIRE & AUTO CARE	101-20200	41.00
12/16	12/16/2016	45474	1534	J. J. TAYLOR	609-20200	1,171.55
12/16	12/16/2016	45475	496	JOHN HIRSCHS	101-20200	217.76
12/16	12/16/2016	45476	7	JOHNSON BROTHERS LIQUOR CO	609-20200	9,582.70
12/16	12/16/2016	45477	1857	JOSLIN & MOORE	101-20200	6,717.60
12/16	12/16/2016	45478	5	KAWALEK TRUCKING	609-20200	143.20
12/16	12/16/2016	45479	17	MCDONALD DISTRIBUTING CO	609-20200	10,754.05
12/16	12/16/2016	45480	616	MENARDS - CAMBRIDGE	101-20200	36.55
12/16	12/16/2016	45481	281	MINNCO CREDIT UNION	101-20200	2,149.86
12/16	12/16/2016	45482	1536	MINNESOTA DEED	219-20200	1,498.62
12/16	12/16/2016	45483	1180	MLB PRINTING INC	108-20200	75.00
12/16	12/16/2016	45484	176	MN DEPT OF REVENUE	101-20200	19,961.00
12/16	12/16/2016	45485	2080	MVTL LABORATORIES INC	602-20200	123.40
12/16	12/16/2016	45486	1290	NAPA AUTO PARTS	101-20200	135.95
12/16	12/16/2016	45487	2456	OFFICE OF ADMINISTRATIVE HEARINGS	101-20200	209.95
12/16	12/16/2016	45488	617	PAUSTIS & SONS	609-20200	694.49
12/16	12/16/2016	45489	44	PHILLIPS WINE & SPIRITS INC	609-20200	1,807.80
12/16	12/16/2016	45490	2341	RED BULL DISTRIBUTION	609-20200	49.00
12/16	12/16/2016	45491	2457	RICE COMPANIES	602-20200	42,771.75
12/16	12/16/2016	45492	1113	RJM DISTRIBUTING INC	609-20200	219.80
12/16	12/16/2016	45493	1401	ROAD MACHINERY &	101-20200	13,143.08
12/16	12/16/2016	45494	2028	SELECTACCOUNT	861-20200	286.66
12/16	12/16/2016	45495	2458	SOUTH ISANTI BATIST CHURCH	101-20200	39.85
12/16	12/16/2016	45496	2396	SOUTHERN GLAZERS OF MN	609-20200	379.28
12/16	12/16/2016	45497	315	ST.PAUL STAMP WORKS	602-20200	28.75
12/16	12/16/2016	45498	1361	STAPLES ADVANTAGE	101-20200	332.50
12/16	12/16/2016	45499	273	STRANDLUND REFRIGERATION	601-20200	895.00
12/16	12/16/2016	45500	2156	SUMMIT COMPANIES	101-20200	38.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/16	12/16/2016	45501	626	THE WINE COMPANY	609-20200	101.00
12/16	12/16/2016	45502	1678	THORPE DISTRIBUTING CO	609-20200	250.75
12/16	12/16/2016	45503	1740	TOSHIBA FINANCIAL SERVICES	108-20200	226.90
12/16	12/16/2016	45504	1909	TR COMPUTER SALES, LLC	101-20200	1,410.25
12/16	12/16/2016	45505	1820	URBANS HARDWARE	101-20200	123.09
12/16	12/16/2016	45506	2027	US INTERNET	603-20200	57.80
12/16	12/16/2016	45507	686	VERIZON WIRELESS	101-20200	625.41
12/16	12/16/2016	45508	42	VIKING COCA-COLA BOTTLING CO	609-20200	295.42
12/16	12/16/2016	45509	1286	VINOCOPIA INC	609-20200	562.50
12/16	12/16/2016	45510	2459	WATER DOCTORS	101-20200	86.00
12/16	12/16/2016	45511	4	WATSON CO INC	609-20200	878.75
12/16	12/16/2016	45512	1922	WEX BANK	101-20200	1,930.45
12/16	12/16/2016	45513	1863	XEROX CORPORATION	101-20200	44.59
Grand Totals:						522,278.60

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"

M = Manual Check, V = Void Check

Lump Sum Contract

Contractor's Application for Payment No. 4

Project:	Wastewater Treatment Plant Improvements	From (Contractor):	Gridor Construction, Inc.	Application Date:	11/28/2016
To (Owner):	City of Isanti, MN	Owner's Project No.:		Period From:	11/1/2016
Via (Engineer):	Bolton & Menk, Inc.	Engineer's Proj. No.:	R13.109638	Period To:	11/30/2016

Approved Change Order Summary:

No.	Date Approved	Additions	Deductions
	TOTALS	$0.00	$0.00
	NET CHANGE BY CHANGE ORDERS		$0.00

1.	**ORIGINAL CONTRACT PRICE**		$	2,942,400.00
2.	**Net change by Change Orders**		$	0.00
3.	**Current Contract Price (Line 1 + 2)**		$	2,942,400.00
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)**		$	1,192,440.00
5.	**RETAINAGE:**			
	a. 5% X $0.00 **Work Completed**		$	0.00
	b. 5% X $0.00 **Stored Material**		$	0.00
	c. **Less Total Retainage Released Early**		$	0.00
	d. **Total Retainage (Line 5a + Line 5b - Line 5c)**		$	0.00
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**		$	1,192,440.00
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**		$	826,486.00
8.	**AMOUNT DUE THIS APPLICATION**		$	365,954.00
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**		$	1,749,960.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 11/29/16

Payment of $ 365,954.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 12/2/16
(Engineer) (Date)

Payment of $ 365,954.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Endorsed by the Construction Specifications Institute.

L.2.

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	E This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 1									
1.001	Mobilization Insurance and Bonds	$90,000	$90,000				$90,000	100.0%	$0
1.002	Allowances	$150,000	$15,904	5%	$7,500		$23,404	15.6%	$126,596
Subtotal for	**Division 1**	$240,000	$105,904		**$7,500**		**$113,404**	**47.3%**	**$126,596**
			$105,904			check	$113,404		
Division 2									
2.001	Erosion Control / Silt Fence	$5,000	$2,500				$2,500	50.0%	$2,500
2.002	Clear and Grub Site	$10,000	$10,000				$10,000	100.0%	$0
2.003	Fine Grade and Restore Site	$10,000					$0	0.0%	$10,000
2.004	Demo Labor and Material	$80,000		2.00%	$1,600		$1,600	2.0%	$78,400
2.005	Excavation and Fill	$80,000	$68,000	5.00%	$4,000		$72,000	90.0%	$8,000
2.006	Backfill of Structure	$50,000	$25,000	25.00%	$12,500		$37,500	75.0%	$12,500
2.007	Manholes and Precast	$35,000					$0	0.0%	$35,000
2.008	Exterior Pipe - Labor and Equipment	$85,000	$21,250	10.00%	$8,500		$29,750	35.0%	$55,250
2.009	Exterior Pipe - Materials	$65,000				$59,305	$59,305	91.2%	$5,695
2.010	Paving	$40,000					$0	0.0%	$40,000
2.011	Landscape and Seedings	$7,500					$0	0.0%	$7,500
2.012	Pond Cleaning / Transfer	$40,000	$4,000	10.00%	$4,000		$8,000	20.0%	$32,000
Subtotal for	**Division 2**	**$507,500**	**$130,750.00**		**$30,600**	**$59,305**	**$220,655**	**43.48%**	**$286,845**
		check	$130,750			Check	$220,655		
Division 3									
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000	$221,000	20.00%	$65,000		$286,000	88.0%	$39,000
3.002	Rebar Material	$80,000	$72,000	5.00%	$4,000		$76,000	95.0%	$4,000
3.003	Rebar Labor	$65,000	$55,250	5.00%	$3,250		$58,500	90.0%	$6,500
3.004	Precast Concrete - Hollow Core	$45,000		100.00%	$45,000		$45,000	100.0%	$0
Subtotal for	**Division 3**	**$515,000**	**$348,250.00**		**$117,250**	**$0**	**$465,500**	**90.39%**	**$49,500**
		check	$348,250			Check	$465,500		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E Work Completed This Period Percent	E Work Completed This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 4									
4.001	Masonry	$200,000	$30,000	60.00%	$120,000		$150,000	75.0%	$50,000
Subtotal for	**Division 4**	**$200,000**	**$30,000.00**		**$120,000**	**$0**	**$150,000**	**75.00%**	**$50,000**
		check	$30,000			Check	$150,000		
Division 5									
5.001	Misc Metals - Materials	$55,000		15.00%	$8,250		$8,250	15.0%	$46,750
5.002	Misc Metals - Labor	$15,000		10.00%	$1,500		$1,500	10.0%	$13,500
Subtotal for	**Division 5**	**$70,000**	**$0.00**		**$9,750**	**$0**	**$9,750**	**13.93%**	**$60,250**
		check				Check	$9,750		
Division 6									
6.001	Rough Carpentry	$2,500					$0	0.0%	$2,500
Subtotal for	**Division 6**	**$2,500**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$2,500**
		check				Check	$0		
Division 7									
7.001	Waterproofing / Insulation	$10,000	$7,500	25.00%	$2,500		$10,000	100.0%	$0
7.002	Roofing	$40,000					$0	0.0%	$40,000
7.003	Sealants / Caulking	$5,000					$0	0.0%	$5,000
Subtotal for	**Division 7**	**$55,000**	**$7,500.00**		**$2,500**	**$0**	**$10,000**	**18.18%**	**$45,000**
		check	$7,500			Check	$10,000		
Division 8									
8.001	HM Doors, Frames and Hardware	$15,000				$10,544	$10,544	70.3%	$4,456
Subtotal for	**Division 8**	**$15,000**	**$0.00**		**$0**	**$10,544**	**$10,544**	**70.29%**	**$4,456**
		check				Check	$10,544		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	D This Period Percent	D This Period Amount	E Material Presently Stored (Not in D or E)	F Total Completed and Stored To Date (D+E+F)	G Percent Completed (G/C)	H Balance To Finish (C-G)
Division 9									
9.001	Painting	$140,000					$0	0.0%	$140,000
Subtotal for	**Division 9**	**$140,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$140,000**
		check				Check	$0		
Division 10									
10.001	Signs	$2,500					$0	0.0%	$2,500
10.002	Fire Extinguishers	$400					$0	0.0%	$400
10.003	Safety Equipment	$500					$0	0.0%	$500
Subtotal for	**Division 10**	**$3,400**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$3,400**
		check				Check	$0		
Division 11									
11.001	Hydraulic Gates	$20,000					$0	0.0%	$20,000
11.002	Submersible Pumps	$45,000				$40,463	$40,463	89.9%	$4,537
11.003	Vortex Pumps	$20,000					$0	0.0%	$20,000
11.004	Grit Removal	$40,000					$0	0.0%	$40,000
11.005	Grit Seperation	$30,000					$0	0.0%	$30,000
11.006	Fine Screen	$160,000					$0	0.0%	$160,000
11.007	Blowers	$125,000					$0	0.0%	$125,000
11.008	Coarse Bubble Aeration	$20,000				$16,712	$16,712	83.6%	$3,288
11.009	Automatic Sampler	$15,000				$13,450	$13,450	89.7%	$1,550
Subtotal for	**Division 11**	**$475,000**	**$0.00**		**$0**	**$70,625**	**$70,625**	**14.87%**	**$404,375**
		check							
Division 12									
	NONE						$0	0.0%	$0
Subtotal for	**Division 12**	**$0**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$0**
		check				Check	$0		
Division 13									
13.001	Steel Filter Modifications	$100,000					$0	0.0%	$100,000
Subtotal for	**Division 13**	**$100,000**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$100,000**
		check				Check	$0		

Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application	E This Period Percent	E This Period Amount	F Material Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Percent Completed (G/C)	I Balance To Finish (C-G)
Division 14									
	NONE	$0					$0	0.0%	$0
Subtotal for	**Division 14**	**$0**	**$0.00**		**$0**	**$0**	**$0**	**0.00%**	**$0**
		check				Check	$0		
Division 15									
15.001	Interior Process Piping - Material	$65,000		10.00%	$6,500	$13,185	$19,685	30.3%	$45,315
15.002	Interior Process Piping - Labor & Equipment	$20,000	$1,000	5.00%	$1,000		$2,000	10.0%	$18,000
15.003	Process Valves - Material	$15,000				$7,690	$7,690	51.3%	$7,310
15.004	Mechanical Insulation	$34,000					$0	0.0%	$34,000
15.005	Plumbing	$50,000	$5,000	40.00%	$20,000		$25,000	50.0%	$25,000
15.006	HVAC	$125,000	$2,500			$22,415	$24,915	19.9%	$100,085
Subtotal for	**Division 15**	**$309,000**	**$8,500.00**		**$27,500**	**$43,290**	**$79,290**	**25.66%**	**$229,710**
		check	$8,500			Check	$79,290		
Division 16									
16.001	Electrical GC's	$30,000	$6,000	10.00%	$3,000		$9,000	30.0%	$21,000
16.002	Branch Wiring	$35,000	$4,200	8.00%	$2,800		$7,000	20.0%	$28,000
16.003	Lighting and Heaters	$35,000				$27,572	$27,572	78.8%	$7,428
16.004	Service / Distribution Equipment	$20,000	$0,600	7.00%	$1,400		$2,000	10.0%	$18,000
16.005	Motor Control Equipment	$15,000	$2,100				$2,100	14.0%	$12,900
16.006	Motor Control Wiring	$50,000	$10,500	9.00%	$4,500		$15,000	30.0%	$35,000
16.007	Control Panels	$65,000					$0	0.0%	$65,000
16.008	Instruments	$30,000					$0	0.0%	$30,000
16.009	Engineering and Start up	$30,000					$0	0.0%	$30,000
Subtotal for	**Division 16**	**$310,000**	**$23,400.00**		**$11,700**	**$27,572**	**$62,672**	**20.22%**	**$247,328**
		check	$23,400			Check	$62,672		
	Grand Total	**$2,942,400**	**$654,304**		**$326,800**	**$211,336**	**1,192,440**	**40.53%**	**$1,749,960**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 4
Period Ending: 11/30/2016

Pay Item No	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
	Grand Totals	**$2,942,400**								
1.001	Mobilization Insurance and Bonds	$90,000								
1.002	Allowances	$150,000								
Subtotal for	**Division 1**	**$240,000**								
Division 2										
2.001	Erosion Control / Silt Fence	$5,000								
2.002	Clear and Grub Site	$10,000								
2.003	Fine Grade and Restore Site	$10,000								
2.004	Demo Labor and Material	$80,000								
2.005	Excavation and Fill	$80,000								
2.006	Backfill of Structure	$50,000								
2.007	Manholes and Precast	$35,000								
2.008	Exterior Pipe - Labor and Equipment	$85,000								
2.009	Exterior Pipe - Materials	$65,000	$59,305			$59,305				$59,305
2.010	Paving	$40,000								
2.011	Landscape and Seedings	$7,500								
2.012	Pond Cleaning / Transfer	$40,000								
Subtotal for	**Division 2**	**$507,500**	**$59,305**	**$0**		**$59,305**	**$0**	**$0**	**$0**	**$59,305**
Division 3										
3.001	F/P/I Concrete 650 cy @$500 yrd	$325,000								
3.002	Rebar Material	$80,000	$17,715			$17,715	$17,715		$17,715	
3.003	Rebar Labor	$65,000								
3.004	Precast Concrete - Hollow Core	$45,000								
Subtotal for	**Division 3**	**$515,000**	**$17,715**	**$0**		**$17,715**	**$17,715**	**$0**	**$17,715**	**$0**
Division 4										
4.001	Masonry	$200,000								
Subtotal for	**Division 4**	**$200,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 5										
5.001	Misc Metals - Materials	$55,000								
5.002	Misc Metals - Labor	$15,000								
Subtotal for	**Division 5**	**$70,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 4
Period Ending: 11/30/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored to Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total Installed to date	Amount Remaining in Storage
Division 6										
6.001	Rough Carpentry	$2,500								
Subtotal for	**Division 6**	**$2,500**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 7										
7.001	Waterproofing / Insulation	$10,000								
7.002	Roofing	$40,000								
7.003	Sealants / Caulking	$5,000								
Subtotal for	**Division 7**	**$55,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 8										
8.001	HM Doors, Frames and Hardware	$15,000	$10,544			$10,544				$10,544
Subtotal for	**Division 8**	**$15,000**	**$10,544**	**$0**		**$10,544**	**$0**	**$0**	**$0**	**$10,544**
Division 9										
9.001	Painting	$140,000								
Subtotal for	**Division 9**	**$140,000**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 10										
10.001	Signs	$2,500								
10.002	Fire Extinguishers	$400								
10.003	Safety Equipment	$500								
Subtotal for	**Division 10**	**$3,400**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**
Division 11										
11.001	Hydraulic Gates	$20,000								
11.002	Submersible Pumps	$45,000	$40,463			$40,463				$40,463
11.003	Vortex Pumps	$20,000								
11.004	Grit Removal	$40,000								
11.005	Grit Seperation	$30,000								
11.006	Fine Screen	$160,000								
11.007	Blowers	$125,000								
11.008	Coarse Bubble Aeration	$20,000	$6,712	$10,000	Vessco	$16,712				$16,712
11.009	Automatic Sampler	$15,000		$13,450	Vessco	$13,450				$13,450
Subtotal for	**Division 11**	**$475,000**	**$47,174**	**$23,450**		**$70,624**	**$0**	**$0**	**$0**	**$70,624**

Isanti, MN Wastewater Treatment Improvements

Stored Materials & Equipment Summary

Gridor Constr., Inc.
3990 27th Street SE
Buffalo, MN 55313

Pay Req. No. 4
Period Ending: 11/30/2016

Pay Item No.	Pay Application Work Item	Scheduled Value	Previous Stored To Date	New Storage This Month	Vendor/Description for New Storage	Total Stored to Date	Previous Installed to date	Installed this month	Total installed to date	Amount Remaining in Storage
Division 12										
	NONE									
Subtotal for	Division 12	$0	$0	$0		$0	$0	$0	$0	$0
Division 13										
13.001	Steel Filter Modifications	$100,000								
Subtotal for	Division 13	$100,000	$0	$0		$0	$0	$0	$0	$0
Division 14										
	NONE									
Subtotal for	Division 14	$0	$0	$0		$0	$0	$0	$0	$0
Division 15										
15.001	Interior Process Piping - Material	$65,000	$13,185			$13,185				$13,185
15.002	Interior Process Piping - Labor & Equipment	$20,000								
15.003	Process Valves - Material	$15,000	$7,690			$7,690				$7,690
15.004	Mechanical Insulation	$34,000								
15.005	Plumbing	$50,000								
15.006	HVAC	$125,000	$6,711	$15,704	Sentra Sola / John Morgan	$22,415				$22,415
Subtotal for	Division 15	$309,000	$27,586	$15,704		$43,290	$0	$0	$0	$43,290
Division 16										
16.001	Electrical GC's	$30,000								
16.002	Branch Wiring	$35,000								
16.003	Lighting and Heaters	$35,000	$27,572			$27,572				$27,572
16.004	Service / Distribution Equipment	$20,000								
16.005	Motor Control Equipment	$15,000								
16.006	Motor Control Wiring	$50,000								
16.007	Control Panels	$65,000								
16.008	Instruments	$30,000								
16.009	Engineering and Start up	$30,000								
Subtotal for	Division 16	$310,000	$27,572	$0		$27,572	$0	$0	$0	$27,572
	Grand Totals	$2,942,400	$189,896	$39,154		$229,050	$17,715	$0	$17,715	$211,335

VESSCO, INC.

8217 Upland Circle
Chanhassen, MN 55317

(952) 941-2678
FAX (952) 941-0796

INVOICE

67997

Date 11/28/16

Terms Net 30

Bill To: Accounts Payable

Gregg Schreiner
GRIDOR CONSTRUCTION
3990 27th Street SE
Buffalo, MN 55313

Order #	44451	Ordered	06/22/16
Cust Account #	1110-67	Job #	201672
Cust PO #	2016-08/11615		
Ship Via	BEST	Shipped	11/30/2016
FOB	SHIPPING POINT	Rep	800

TAX ID MN

Ship To:

Steve Lee
GRIDOR CONSTRUCTION
C/O Wastewater Treatment Plant
100 Isanti Parkway N.W.
Isanti, MN 55040

Ship Info.

Customer Phone (763) 746-9070

Item Num	Description	Order	Ship	B/O	Unit Price	Ext Price
Section	11630/Sampler	1	1	0	0.00	0.00
2001H	AS950 refigerated sampler	1	1	0	0.00	0.00
923	Lot Of 100 Ft Of Vinyl Intake Tubing	1	1	0	0.00	0.00
926	Strainer Teflon Ss	1	1	0	0.00	0.00
9501000	Assy, junction box, AS950 auxiliary 4-20ma flow pacing	1	1	0	0.00	0.00
8528501	Cable assy, aux half, 7P F, 25ft	1	1	0	0.00	0.00
6495	Closure, 5 gal Nalgene 2150-1000	1	1	0	0.00	0.00
2241400	Brush, counter top	1	1	0	0.00	0.00
910	Equipment Package	1	1	0	23,450.00	23,450.00

11.028 — 10,000

11.029 — 13,450

ORDER COMPLETE. emailed to Sheri.Fuller@gridor.com & Steve Lee steve@gridor.com DO NOT MAIL

Amount	23,450.00
Tax	1,612.19
Freight	0.00
TOTAL	25,062.19

Invoice

JOHN J. MORGAN COMPANY
1413 Thompson Ave. Ste 1
South St. Paul, MN 55075

Telephone (651) 698-0089
Fax (651) 698-6967

Copy

DATE	INVOICE #
10/19/2016	28467

BILL TO	SHIP TO
Sentra-Sota S/M P.O. Box 400 Waite Park, MN 56387	Sentra-Sota Sheet Metal Inc. 3075 - 3rd Street South Waite Park, MN 56387

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
11677	Net 30	Neill	10/19/2016	Flat Bed	Factory	Isanti WWTP

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Titan Unit	TA -115 NG-HRH 2SPD Titan Unit Serial# 16424	14,625.00	14,625.00T
1	Titan Parts	Intake Hood		
1	Titan Parts	OA Filter Section		
1	Titan Parts	Discharge Damper		
1	Titan Parts	Stand		
		Sales Tax	1,078.60	1,078.60
		Select this as a transaction's tax to use AvaTax	0.00%	0.00

Pay Item 15.006

JOB Isanti WWTP

JOB # 20367

OCT 25 2016

APPROVED

Service charge will be imposed at a rate of 1.5% per month on overdue balance.

Total $15,703.60

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
November 1, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:37 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, and Tara Hallberg

Commissioners Absent: Steve Lundeen

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

Motion to approve Agenda as presented by Lorinser, second by Collison, motion carried unanimously.

3. Approve Minutes of October 4, 2016 Regular Economic Development Meeting

Motion by Collison second by Lorinser to approve the minutes for October 4, 2016. Motion carried unanimously.

4. Review Framework for Marketing Initiatives and Strategy

Economic Development Director Sullivan highlighted items in the Framework for Marketing Initiatives and Strategy. Sullivan focused on examples of specific marketing efforts and the results that were generated. He stressed that the City was using multiple mediums to market to different audiences and that some if the efforts have been generating results. He also noted that there are many leads that are explored that end up not going anywhere. He stressed the fact that the most recent aerials are from 2011 and do not show the commercial, industrial and residential growth that has occurred which can be very misleading. Once aerials are flown the marketing materials produced will be more relevant. Building relationships with existing businesses and potential future business is key.

Discussion Ensued.

Isanti County Commissioner Warring indicated that Isanti County was looking at funding for new aerials to be flown in April 2017.

Members Dragisich and Collison indicated that they have seen posts on Linked In and that they were done well.

Consensus of the EDA was that Economic Development Director Sullivan was doing a great job and that the Economic Development Team should continue with the initiatives that were outlined in the strategy discussed and wait for the production of some marketing materials based on the new aerials to be flown.

No action was requested, none was taken.

5. Consider Advertising in North 65 Chamber – Isanti County Map

Economic Development Director Sullivan highlighted the staff memo touching on the history of the previous map done by the Cambridge Chamber of Commerce and the concept moving forward for the North 65 Chamber of Commerce. He acknowledged the disproportionate sizing of the Cambridge, Isanti and Braham maps in the Cambridge Chamber publication. He asked Melissa Bettendorf, President of the North 65 Chamber of Commerce, to have the maps be more proportional in the new North 65 Chamber of Commerce map being produced. Sullivan thought advertising in this map would be a good use of marketing dollars as long as the maps were proportional.

Discussion ensued.

President Wimmer expressed his dissatisfaction with the fact that there was not a mock-up done for the proposed map. He stressed that before the EDA should consider investment in this marketing medium the EDA needs to know what the final product will look like. He understood why the Cambridge Chamber of Commerce Map has Cambridge larger than Isanti but could not understand why Isanti was shown in an equal size to Braham. He has no interest in advertising in a map that does not show a true representation of the size of the City of Isanti and relation to the other cities in the individual map section.

Chamber President Melissa Bettendorf stated that she was unable to get a mock map done in time for the meeting and thanked Economic Development Director Sullivan for submitted corrections to the Isanti base map. They are in the draft stage she will provide a draft when available. She picked up this project which was started by Eric Champion some time ago and was trying to move it forward. She also indicated that the sizing of the maps should be adjusted.

Member Dragisich indicated that for the cost he thought investment in this map would be worth it as long as Isanti is shown nicely.

President Wimmer is concerned that if a map shows Isanti disproportionately small it will hurt Isanti. We are not the same size as Braham and it should not be represented that way. Proportionality is important.

Member Lorinser expressed the same concern as President Wimmer and that at times we have been viewed as the little brother of Cambridge and that we are not.

Discussion ensued.

Consensus by the EDA was to wait until a map proof was available showing the layout, content and sizing before considering whether or not to advertise in the map. It would then be reviewed, approved or denied by City Council when it's ready.

6. Other Business / Updates / Communications

Sullivan highlighted items on the Staff Memo.

President Wimmer indicated the Senator Klobuchar and Governor Dayton have shown interest in supporting programs like MIF and JCF in meetings the City has been present. These programs have been under attack and need to be supported. Sen. Klobuchar had some good suggestions regarding the Rail Industrial Park and customs from regional airports.

Member Dragisich asked about status of Coborn's project.

President Wimmer stated Coborn's submitted a site plan for the gas station, canopy and kiosk. Plans were not submitted for a convenience store and /or car wash. The car wash and convenience would come at a later date but is was not certain. From a business standpoint they are doing incredibly well.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee
e. CVN
f. MN Real Estate Journal Industrial Conference – November 17, 2016
g. CGI
h. Promotional Bag and Welcome Brochure
i. Minnesota Manufacturing Week Visits
j. Governor's Council on Freight Rail
k. 100- 102 Dahlin
l. Housing Starts in 2016
m. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lorinser motioned, seconded by Collison to adjourn at 8:15 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 1st Day of November, 2016.

Respectively Submitted,

Sean M. Sullivan

Sean M. Sullivan, Economic Development Director

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
NOVEMBER 9, 2016

1. Meeting Opening.

A. Call to Order.

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

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Paul Bergley, Wayne Traver, Greg Cesafsky, and Jim Kennedy.

Members Absent: Steve Lundeen (notice given)

Staff Present: Community Development Director, Roxanne Achman

Others Present: Clark Joslin, Isanti City Attorney

D. Agenda Modifications.

None.

2. Approval of Minutes from October 11, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Kennedy second by Bergley to approve the October 11th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing. There was no one to speak on the matter. The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from O'Reilly Auto Enterprises, LLC, for Site Plan and Building Appearance approval of a Retail Auto Parts Store on the property located at 101 6th Ave NE, legally described as Lot 2, Block 1, Isanti Commons Second Addition, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Revisions to the plans based review comments from the Community Development Director and City Engineer.

Motion carried unanimously.

B. Request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Dave Meyer, Coborn's Representative, approached the podium to state he was available for questions and that he has a representative from Rice Companies along to answer questions as well.

Bergley asked if Mr. Meyer had met with the Mayor, Sean Sullivan and the Economic Development Authority.

Meyer stated that he had not met with the EDA, but had spoken with the Mayor about the change.

Bergley stated the matter had been discussed at City Council and he was under the impression that the convenience store was going away, but because the water was installed for the car wash, that the car wash would still be installed.

Meyer stated that he had informed the Mayor that would be the intent, but he wasn't going to promise it will get done at the same time. It's an economic decision at this point because the tanks are in the ground and can be pumping gas relatively quickly. Coborn's is looking to install the car wash next year, but they don't want to say that for sure because they don't have the capital approved to do so at this time, but the infrastructure is there.

Bergley stated that this matter will be forwarded on to the City Council and the matter can be further discussed there. Bergley mentioned that it was his impression that the City wanted to see the car wash installed because the infrastructure was there the City wanted the water to be used. He was under the impression there was a compromise that the convenience store didn't need to be built but the car wash did.

Meyer informed the Planning Commission that their short-term intent would be to do that, but the plans at this time are just to finish the gas canopy area.

Bergley stated he had no further questions.

The public hearing was closed.

Motion by Kennedy second by Bergley to recommend approval of the request from Rice Building Systems Inc., on behalf of Coborn's, for approval of an Amendment to the Site Plan and Conditional Use Permit approved through Resolution 2015-253, to allow for significant changes to the development located at 209 6th Ave NE, legally described as Lot 1, Block 1, Isanti Commons Second Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions and with the following conditions:

1. Resubmittal and approval shall be required for the future construction of the convenience store and/or car wash.

Motion carried unanimously.

C. Request from the City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts, Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District, and Section 12 Tier One Districts and Amend the Zoning Map to Include Specified Properties Zoned B-2 and T1-B along Highway 65 within the Highway 65 Corridor Overlay District.

Cesafsky read the item into the minutes.

Achman presented the staff memo and a full summary of the ordinance.

Cesafsky opened the public hearing.

Brian Strike, 409 Broadway St SE, Strike Funeral Home, wanted to express his concern over the zoning change and the overlay. He stated that his parents, Hugo and Elaine Strike, had dropped off a letter to the Planning Commission earlier in the week. Strike stated that his concern is that their businesses hands will be tied and they won't be able to make any structural changes to their building, which is a concern for them. He mentioned that they've completed some remodeling and are in good shape right now, but the zoning change is forever. Strike stated he has no immediate plans for the building but something similar to what they did in Cambridge may be a possibility at some point. They bumped the building out by three feet to accommodate more DVD programs; changing things to meet the public's needs. Strike described a few things that may be future projects for their building; covering the garage, adding on to the lobby. Change is critical in a business to be able to grow long term. He stated they could still redecorate, but they couldn't do anything substantial. It was stated that if a business doesn't change over time, they are at a severe disadvantage. Strike stated that he doesn't foresee another funeral home coming to Isanti, but then again, the City now has two grocery stores. Strikes informed the Planning Commission he understood that additional parking would be required and it will be a challenge to obtain it, but he hopes the City would help them find a way to make it work. It may be possible to put 8-10 more stalls on the existing lot. In addition, Strike felt it may be possible to work with the lot to the north of their business in order to obtain the additional parking. He stated that working with a neighboring business may help that lot develop as well. Strike explained that they have done it before with Walgreens in Cambridge. They obtained a permanent, exclusive easement for 13 parking spots from Walgreens. It wasn't required by the City, but Strikes wanted to provide more parking for their patrons. He further explained that actions like that are hard to do and they are expensive to do, but at least it's a possibility. Strike stated that's all the funeral home is asking for is a chance if and when they come up with a project. With the proposed ordinance, Strike felt they would have no chance to expand their business or parking. He stated that if they had even a small chance to work with someone who may develop north of them, it would be worth it. Strike went on to explain a few options he felt were worth the Planning Commission considering. One would be to include funeral home in the permitted uses within the district. Move the zoning across the street so that it would start right across from Strike Funeral Home. Lastly, add a condition for existing businesses that will become non-conforming uses within the district to have the ability to grow by at least 10 percent. Strikes stated he spoke with the Mayor about adding a provision for 10 percent, but after doing some calculations, Strike felt that 10 percent was light and that it should be more like 15 percent. They could live with 10 percent, but that is only about 620sf for their building. Strike stated that the only businesses excluded from the district are his and John Deere from his understanding so he felt allowing an increase in the business would only affect two businesses in the district.

Bergley asked Strike to repeat option number three.

Strike repeated option number three to allow some expansion and further stated that he is open to other options but would like the ability to make small changes to his building. He felt it would be reasonable to have that ability in the long run.

Traver asked if Strike's had any plans for future expansion.

Strike stated he doesn't foresee any plan in the next 3-5 years. They completed a major remodeling a few years ago. He explained some of the remodeling that has occurred at their Cambridge building. They have remodeled the Isanti business four or five times since it was built in 1965 and it's in pretty good shape, so, there are no immediate plans for changes to the building.

Bergley asked Strike if people can see his business pretty readily from the highway.

Strike said it is difficult to see from the highway. Their business is sometimes hard to find, but he felt it was a good transition from the commercial district to the residential district.

Bergley stated it was hard to see it when driving south, but was guessing the building wasn't visible at all when driving north. Bergley further commented that from an aesthetic point, the building is nice looking and he wouldn't be ashamed to have it along Highway 65. Bergley stated that since it's not visible he's not sure why it's on the list.

Kennedy asked why the old businesses are involved with this district, they should all be grandfathered in.

Achman stated that the businesses are grandfathered in as far as use. They are allowed to remain; they just cannot expand. The business could stay there for 100 years if they chose. Kennedy asked why they couldn't expand. Achman explained that they are not a permitted use within the district.

Cesafsky asked if there was a reason funeral homes were excluded from the district.

Achman explained that the focus was to have uses that were draws to the community.

Bergley asked why the district boundary line couldn't change. He felt their building was aesthetically pleasing and they've been here 51 years. Bergley stated he wouldn't be very pleased if someone told him he couldn't expand his business.

Achman stated she wouldn't advise changing the boundaries of the district. That would be an obvious exclusion of a business to benefit them. She further stated they would need a rational reason to do so.

Bergley asked which of the options staff would advise them to choose.

Achman stated she would explain to them the research that was conducted. She informed the Planning Commission that the option to allow an expansion to non-conforming uses was explored deeply and found to not be in the city's best interest. The expansion to non-conforming uses would need to be allowed in all districts, which causes concern. The reason for rezoning's and businesses becoming non-conforming, is to change and shape the district. For example, 1st Ave NW in the downtown area has many houses that are non-conforming uses right now. If they were allowed to expand, the district would take much much longer to transform in to a downtown business district.

Bergley stated that the Planning Commission should place funeral homes within the permitted uses in the overlay district. He agrees with Mr. Strike in that he cannot imagine another funeral home coming in to the city, and furthermore, he hasn't seen an unpleasing funeral home. Bergley stated he wouldn't be ashamed to have their business expand. He stated another option would be to install some trees so the business wouldn't be seen from Highway 65.

Achman explained that it's not an aesthetic issue with funeral homes. There is nothing wrong with the way Strikes Funeral Home looks.

Bergley stated that's what it feels like with the way the ordinance is structured and that we want people to stop and view the city.

Achman further explained that the City wants to have businesses along the corridor that people want to stop at and visit; things that will pull people in.

Bergley felt that funeral homes were something that people stopped for and came to view.

Cesafsky felt that the overlay district was to protect the value of the city and to maintain a high-quality gateway into the city.

Kennedy said he can understand this for new businesses but not existing businesses.

Cesafsky asked how the new overlay district affects the changes that Strike Funeral Home can make today.

Achman stated that if funeral homes were permitted within the overlay district they would need to meet the aesthetics, which may not be an issue. There would still be issues that would need to be addressed such as the parking, setbacks, the fact that there is a residence attached to the business, which is a non-conforming use in the current district. It is still a non-conforming use of the property. The overlay district doesn't change things a lot for the funeral home.

Strike stated he couldn't expand at all with the overlay district.

Achman explained there are a number of issues with the property right now that would need to be worked out before anything could happen with this property.

Strike stated he would like to work with the city to figure something out. He stated he hopes the city would help with the parking issue.

Bergley stated he was confused and wanted to know how the overlay district affected Strike Funeral Home.

Achman explained that if the business is not a permitted use in the overlay district, they cannot expand. She further stated that right now they have performance standards that aren't met, which is making them non-conforming.

Bergley restated his understanding was that they can't expand as they sit right now. Achman confirmed.

Kennedy had questions on the fact that a residence was attached to the funeral home.

Strike explained that the home has always been a part of the business since it was constructed in 1965 and since residence are not a permitted use in the existing zoning district, they cannot expand. Achman confirmed that was correct.

Kennedy stated that it was permissible to construct that residence and business at the time it was constructed in 1965 and then an ordinance was passed and now he can't live there anymore. This isn't North Oaks. This is Isanti.

Strikes stated he received a permit for remodeling. Achman stated that remodeling is permitted. Expansion is not.

Cesafsky stated that as the business sits today, there are issues, but there's a chance for changes. With the rezoning, the door would be closed.

Bergley asked if a conditional use permit would be needed right now if they wanted to expand their business.

Traver asked if it was an option to table the items and gather more information.

Achman stated it would not be a conditional use permit. A variance would need to be granted in order to expand at this time. A variance from the required performance standards.
Clark stated that if the item is tabled it will delay action the City Council can take on the matter. The City Council will need a report and a recommendation one way or the other. What the law provides is that if the Planning Commission doesn't make a recommendation within 60 days from the date in which the matter was submitted to the Planning Commission, then the City Council could act.

Kennedy stated they could table the matter. Clark reiterated that would delay the action the City Council could take.

Bergley asked if there was a rush to implement the overlay district.

Achman stated that there has been considerable time and effort put into the ordinance. The matters have been reviewed with Mr. Strike. And the options for Mr. Strike have been vetted through. What is being presented is the recommendation by staff and others who have helped to draft the ordinance.

Bergley stated that Strikes letter makes it sound like there is some back and forth on the options, and he doesn't doubt that staff has put an effort forth in reviewing the options and meeting with Mr. Strike. He further stated that he hates to tell a business that has been in operation for 51 years with an exemplary reputation that they can't expand. He just wants to know that everything has been done and that everyone involved has been talked to.

Achman stated that out of everyone that was notified, Strike's the only opposition that we've received comments from. Staff has completed a lot of research and really does feel that the ordinance presented does provide for what is in best interest for the City of Isanti. Allowing for non-conforming uses to expand is not going to provide anything beneficial to the city.

Bergley stated he respectfully disagrees. He stated he feels the Strike Funeral Home is aesthetically pleasing and would be proud to have someone drive through and say they like the way Strike Funeral Home presented themselves.

Cesafsky asked it if would be possible to make a recommendation that the ordinance be approved with conditions, such as including funeral homes within the permitted uses. Achman stated it was possible. Cesafsky stated that he agrees with the overlay district but he can see where Bergley is coming from.

Kennedy stated he agrees with the ordinance for new businesses.

Travers stated that Strikes is not just a business, it's also a residence, and everything about it is non-conforming.

Cesafsky asked how Isanti County Equipment is affected.

Achman stated they would not be allowed to expand. They can remain there, but not expand.

Cesafsky asked what that business was classified as. Achman stated that they would have fallen under farm implement.

Bergley asked Strike if he would be happy being added to the permitted uses list. Strike confirmed that he would.

Dwight McCullough, part owner of BMC Auto at 444 E Dual Blvd, approached the podium and stated that his business is outside of the overlay district but he has concerns that one day they will be subject to the same standards down the road.

Bergley stated he's not concerned about the overlay district expanding. The purpose of the overlay is to make Isanti aesthetically pleasing from the highway. He stated he's been privy to a lot of the conversations and doesn't feel this will affect McCullough's business.

Achman stated she doesn't see any changes coming for that area any time soon.

Connie Anderson, 409 Shawn St SE, approached the podium to state that there is a concern in the neighborhood about what is going to happen to the homes along Candy Ave SE, Richard Ave SE and Shawn St SE. They are stuck on an island in the middle of a commercial district. Anderson stated that she understood the overlay district wouldn't affect the residence but wanted to know if coming down the road they be told they need to brick their house because they are right on the highway and very visible.

Achman stated she doesn't foresee anything like that coming along. She stated there hasn't been any discussions about changes to that area.

Anderson stated there is a commercial piece to the south of her, so she expects that a day will come along when the city wants that whole block to be commercial. She further stated that her neighbors have voiced a similar opinion.

Achman stated again that there have been no discussions of any matter like that.

Anderson asked if there was a reason the parcel between Palomino and Shawn Street is zoned commercial.

Clark stated it was zoned commercial because it was kiddy-corner from the commercial property on the opposite side of the street and there were commercial plans at that time to develop the property. It was determined under the comprehensive plan at that time that it was appropriate for that to be commercial.

Cesafsky asked in order to alleviate Andersons concerns, is it possible to rezone that residential area to commercial.

Clark stated that it would be possible but it's not in the comprehensive plan and there's no thought to even move in that direction. Clark stated that none of us can see what will happen down the road but there is no discussion of such possibility at this time. Clark further stated that it's important to know and clarify that zoning changes, such as what is being proposed, existing uses in place can remain in place as long as that use continues. It can be maintained and wouldn't be subject to the standards unless there is a change to the property. Then the property would be required to be brought into conformance. But a non-conforming use cannot be expanded on. There are two types of issues that are at play. One is the type of use of the property, as is the case with Strike Funeral Home. With the proposed ordinance, they would be allowed to continue to operate forever so long as they continue to operate without discontinuing for one year or more. The other thing that comes in to play, besides the use, is the performance standards. The building doesn't need to be improved unless the building is changed, for example, renovating the whole exterior of the building as opposed to just performing maintenance of it, then it would need to be brought up to the standards. The buildings can be maintained, but there cannot be an expansion of the footprint. That is how the term "grandfathering" or legal non-conforming came into use. You cannot put someone out of business without there being an eminent domain proceeding; there would have to be payment for the taking of the property. But that isn't what is being proposed here, just the zoning is changing.

Anderson asked why the property on the east side of the highway isn't part of the corridor. Achman clarified that it was residentially zoned.

Jerry Laase, Isanti Ready -Mix, 28103 Hwy 65, Isanti, approached the podium asking if he could expand as Tier 3.

Achman stated that Mr. Laase's business is already an existing non-conforming use. Laase asked if his business was now done after 40 years. Achman clarified that the rezoning that affected his property occurred a number of years ago when that area was taken into the city's zoning jurisdiction.

Laase stated that he's in Isanti County, not the City of Isanti. Achman reiterated that the City of Isanti has zoning jurisdiction over that area. Lasse stated that changes need to be made with the County Commissioners and County Planning Commission to go over the City's head to make the appropriate changes. He stated he now has 83 acres that he can't do anything with.

Clark stated he can continue to do business as he has been. Laase stated that the City is putting Strike out of business, to which Clark stated that Strike's is not being put out of business, they just cannot expand.

Laase said this cannot be voted in and continued to describe how the County needs to take back authority and that new County Commissioners need to be voted in. Laase and Kennedy continued discussions on voting and County Commissioners.

Cesafsky called the meeting to order.

Laase explained that he thought the overlay district was now only encompassing the part of his property closest to Highway 65. So, if the back part of his property is rented out, he doesn't need to go to the City for permission, he can go to the Township.

Achman clarified that he would still need permission from the City. She further explained that Laase's entire property is zoned Tier 1 – Business, not just a portion of it. The overlay district line is an arbitrary line that indicates that when, and if, the property develops, that section would be subject to the overlay district requirements. The boundary is in line with 6th Ave. Achman explained that Laase's property has been in the Tier 1 – Business District since at least the early 1990's.

Bergley informed Laase that he didn't think his issue is with the overlay, it's with a decision that was made many years ago.

Laase stated that his land is in Isanti Township. Achman confirmed that was true, but the City of Isanti has zoning jurisdiction over it.

Trey Laase, Isanti Ready-Mix, approached the podium to ask how they are expected to stay in business without being able to expand. Why does the City want to play the role of forcing businesses out? He felt there should be variances or expansions allowed.

Achman stated that Isanti Ready-Mix is already a non-conforming use that would not be allowed to expand. That was a decision that was made in the early 1990's. The overlay does not affect Isanti Ready-Mix because it's already a non-conforming use.

Trey Laase explained that they have never gone to the city meetings because they are in the township, not the city. He stated that it's looking like they may need to move out of Isanti if they want to expand their business. He further stated that it sounds like they missed something along the way that was important to them. Trey Laase stated he felt that any previous business shouldn't be under these regulations.

Bergley again restated that the decision on this property years ago. He stated that Isanti Ready-Mix can't expand base on something in the 1990's, not what's happening right now.

Jerry Laase restated that it comes down to the County Commissioners.

Clark clarified the County has no authority to "take it back". It's under city jurisdiction.

John Hendrickson, owner of 703 Heritage Blvd NE, approached the podium to ask about how the boundary line for the overlay district appears to split his property. Does the property have to be subdivided? Hendrickson stated he understood the front part of the property against Highway 65 would be subject to the overlay district, but wanted to know if the back portion of the property would also need to meet those requirements.

Achman explained that it would depend on how the property is split. Any property that is west of where 6th Ave would go would be subject to the overlay district standards and any property to the east of 6th Ave would be subject to the B-2 standards. The way the current boundary line is drawn, is to reflect where 6th Ave would be located based on ghost plats from years ago.

Hendrickson asked if he needed to split the property at this time or if it could sit until it was ready to be developed. Achman confirmed that it did not need to be split with the passing of the overlay district. Hendrickson asked if a large retail store such as Walmart could be within the overlay district. Achman stated that it would be an allowed use.

Cesafsky asked if there was anyone else from the public who wished to speak. Seeing no one, the public hearing was closed.

Bergley stated that with respect to the hard work that was put in by staff and others, in the drafting of the ordinance, he recommends the passing of the ordinance with the condition that funeral homes are a permitted use within the district.

Motion by Bergley second by Traver to recommend approval of the request from City of Isanti to Amend Ordinance No. 445 Zoning, Section 7 Business Districts and Section 11 Overlay Districts to include Article 5: "H65" Highway 65 Corridor Overlay District and to Amend the Zoning Map to Include Specified Properties Zoned B-2 and T1-B along Highway 65 within the Highway 65 Corridor Overlay District based on the Findings of Fact and Conclusions with the condition that Funeral Homes be a Permitted Use within the Highway 65 Corridor Overlay District. Motion carried 3-1 with Kennedy voting Nay.

4. Other Business.

A. Request from Allina Health and MSP Commercial for Approval of a Signage Master Plan for the facility located at 300 5th Ave NE.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Bergley asked if traffic was taken into consideration for the signs along Highway 65.

Achman stated they are set back quite always from the highway due to the amount of right-of-way.

Motion by Kennedy second by Cesafsky to recommend approval of the request from Allina Health and MSP Commercial for Approval of a Signage Master Plan for the facility located at 300 5th Ave NE. Motion carried unanimously.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Bergley second by Kennedy to adjourn the November 9th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 8:12 p.m.

Dated at Isanti, Minnesota this 9th day of November 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

L.5.

RESOLUTION NO. 2016-XXX

RESOLUTION APPROVING A CHECK BE WRITTEN TO SOUTH ISANTI BAPTIST CHURCH FOR VOLUNTEERING AT THE COMMUNITY MOVIE NIGHT

WHEREAS, free public movie nights at the Isanti Community Center were approved by City Council January 21, 2014 Resolution No. 2014-013; and,

WHEREAS, the City of Isanti receives requests from various non-profit youth organizations and groups from Isanti to volunteer at the ICC Movie Nights approved by City Council September 16, 2014 Resolution No. 2014-226; and,

WHEREAS, the volunteer group per the policy are to receive the profits from the concessions sold at the movie night; and,

WHEREAS, the City of Isanti received an application for South Isanti Baptist Church Youth Group to volunteer at the December 9, 2016 movie; and,

WHEREAS, the profit from the December 9, 2016 movie night was $39.85; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that a check will be written to South Isanti Baptist Church in the amount of $39.85.

This resolution was duly adopted by the Isanti City Council this 20th day of December, 2016.

Attest:

Mayor George A. Wimmer

Lindsey Giese
Human Resources/City Clerk

(SEAL)

A Community For Generations.
Isanti

MEMO

To: Mayor Wimmer and City Council

From: Don Lorsung, City Administrator

Date: December 9, 2016

Subject: Resolution Approving the Engagement Letter for the 2016 Audit

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Background:

The City Council approved the proposal for auditing services from Abdo, Eick & Meyers, LLP (AEM, LLP) for the 2016-2020 City Audits & Related Financial Services (Resolution 2016-298). As a part of this, AEM, LLP annually submits an Engagement Letter for audit services that year. Staff has reviewed the Engagement Letter and it is in conformance with the approved services.

Action Requested:

Consider Resolution Approving the Engagement Letter for the 2016 Audit.

Attachments:

Resolution Approving the Engagement Letter for the 2016 Audit
Abdo, Eick, & Meyers, LLP Engagement Letter for the 2016 Audit

RESOLUTION NO. 2016-____

A RESOLUTION APPROVING THE ENGAGEMENT LETTER FOR THE 2016 AUDIT

WHEREAS, MN State Statutes require the City of Isanti to employ a certified public accounting firm to audit, examine and report upon the books and records of the accounts of the City; and

WHEREAS, the City of Isanti, through Resolution 2016-298, designated the public accounting firm of Abdo, Eick & Meyers, LLP for their auditors for 2016;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota hereby approve the Engagement Letter for the 2016 Audit in the amount of $28,180, with funding as follows:

1. 50% 101-41500-301 Financial Administration
2. 10% 101-42401-301 Building Inspection Administration
3. 10% 601-49400-301 Water Utility
4. 10% 602-49450-301 Sanitary Sewer Utility
5. 10% 603-49500-301 Storm Water Utility
6. 10% 609-49750-301 Liquor Store

This resolution was duly adopted by the Isanti City Council this 20th day of December 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources/City Clerk

(SEAL)

ABDO
EICK &
MEYERS LLP
Certified Public Accountants & Consultants

December 9, 2016

Management, Honorable Mayor and City Council
City of Isanti
Isanti, Minnesota

We are pleased to confirm our understanding of the services we are to provide the City of Isanti (the City) for the year ended December 31, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedule of Funding Progress and Employer's Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1) Combining and Individual Fund Financial Statements and Schedules
2) Summary Financial Report - Revenues and Expenditures for General Operations - Governmental Funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will prepare a general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the general ledger into a working trial balance. As part of the audit, we will assist with preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. We will also use the financial statements to complete the Office of the State Auditors' Reporting Forms. We will also enter the current year capital asset transactions into our software based on information you provide. These nonaudit services do not constitute and audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Abdo, Eick & Meyers, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any Regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Abdo, Eick & Meyers, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately February 20, 2017 and to issue our reports no later than June 30, 2017. Steven R. McDonald, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be as follows:

Audit	$ 27,500
2016 Office of the State Auditor's Reporting Form	680
Total	$ 28,180

You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc if not included in the fee listed above. You may also be billed for travel and other out-of-pocket costs such as report production, typing, postage, etc if not included in the fee listed above. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of 1 percent per month (12 percent per year). If for any reason the account is turned over to collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your audit. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identify for purposes of the award of attorneys' fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney's fees, incurred in any such collection or litigation activities.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 Peer Review Report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please electronically sign this letter.

Sincerely,

ABDO, EICK & MEYERS, LLP
Certified Public Accountants & Consultants

Steven R. McDonald, CPA
Governmental Services Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Isanti.

By:

Title:

BRADY MARTZ

CERTIFIED PUBLIC ACCOUNTANTS
AND CONSULTANTS

System Review Report

September 10, 2014

To the Partners of
Abdo, Eick & Meyers, LLP
and the Peer Review Committee of the Minnesota Society
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Abdo, Eick & Meyers, LLP (the firm) in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Audit Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Abdo, Eick & Meyers, LLP in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Abdo, Eick & Meyers, LLP has received a peer review rating of *pass*.

Brady Martz

Brady Martz and Associates, P.C.

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Isanti

Request For City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Assistant City Admin./Public Services Director

Date: December 20, 2016

Subject: Resolution Approving Addendum to Snow Plowing Policy

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The Public Works Committee meet during the December 6, 2016 Public Works Committee meeting to discuss, in length, revisions to the 2017 Snow Plowing Policy. Staff is making the below revisions as approved by the Public Works Committee:

C. **Snow Plowing –** ***Reorganization of priority as well as adding in missing park lots***

6) Residential Streets
7) City Downtown Parking Lot, City Hall Parking lot and Isanti Community Center Lot
8) Municipal Liquor Store Parking Lot
~~City Downtown Parking Lot, City Hall Parking lot and Isanti Community Center Lot~~
9) Alleys
10) Eagle Park Parking Lot
11) Isanti Indoor Arena
12) All Other Sidewalks – Second day sidewalks (except exempt sidewalks)
13) River Bluff Preserve and Bluebird Park Parking Lots

I. **Snow Emergency Routes –**

First Avenue NW. - Main Street to ~~Isanti Parkway~~ Heritage Blvd

Attachment

- RES-XXX –Snow Plowing Policy

RESOLUTION NO. 2016-XXX

CITY OF ISANTI
SNOW PLOWING POLICY

I. PERSONNEL

All Department of Public Works personnel shall be available for all snow plowing operations, unless on approved leave or unable to respond due to a medical condition.

II. PROCEDURES

A. Alert and Call Out

During normal working hours, the Public Services Director or designee shall be responsible for monitoring street and weather conditions and initiation of snow and ice control procedures.

After hours, on weekends, and during holidays the Police Department shall notify the Public Works On-Call or designee when snow and ice conditions warrant crew alert. Snowplows will not be sent out in situations that may be hazardous due to severely restricted visibility.

B. Salting and Sanding

The City shall consider in order the following factors when establishing application rates and locations for application of salt and/or sand. The City shall use salt as the primary treatment. Sand may be used if there is a traction issue or if weather conditions deem it effective either combined with salt or as a separate treatment.

1) Safety of the Motoring Public
2) Environmental impact of salt usage
3) Cost

Salt or sand shall be applied to the street surface in such quantities so as to provide a level of skid resistance that is consistent with standards normally experienced on city streets throughout the State of Minnesota. It is recognized that a bare pavement policy is not possible at all times during winter.

Streets shall be spot salted (or sanded) to provide skid resistance and traction consistent with area standards in accordance with the following priorities:

1) All controlled intersections along Main Street, Heritage Blvd, County Road 23 and all curves.
2) School zones
3) Commercial and industrial streets
4) Residential – blanket sanding of general snow pack on residential streets will not be done.

5) In rare instances, when ice accumulation renders the streets unsafe to drive, the Public Services Director may authorize blanket sanding of city streets to restore vehicle traction.

C. Snow Plowing

The City will plow all storms of over 2 inches. During the season, snowfall of less than 2 inches may be removed depending on road conditions. Snow plowing shall normally begin when accumulation reaches a point where functional traffic flow is inhibited. Typical plow start time is 3:00 a.m. Plowing may start earlier in the prior evening, or delayed after 3:00 a.m., or may start during the daytime if conditions warrant. Plowing shall begin as close as practicable to the time snowfall ceases and will continue as visibility and operator safety permit. Work periods shall not exceed safe limits that operators can continue without rest.

Snow removal operations shall proceed as rapidly as possible in accordance with the following priorities:

1) Fire Hall Access Area
2) Police Department Access Area
3) Snow Emergency Routes - These routes (listed in this resolution) are typically first plowed. In extreme snowfalls, these routes shall be plowed to maintain the driving lanes in a passable condition until normal snow plowing activities resume.
4) 2" or more snow event, Downtown sidewalks from the Railroad Tracks on the east and traveling west to the intersection of Main and 2nd Avenue.
5) Sidewalk Routes to Schools – First day sidewalks listed in this resolution.
6) Residential Streets
7) City Downtown Parking Lot, City Hall Parking lot and Isanti Community Center Lot
8) Municipal Liquor Store Parking Lot
~~City Downtown Parking Lot, City Hall Parking lot and Isanti Community Center Lot~~
9) Alleys
10) Eagle Park Parking Lot
11) Isanti Indoor Arena
12) All Other Sidewalks – Second day sidewalks (except exempt sidewalks)
13) River Bluff Preserve and Bluebird Park Parking Lots
14) Ice Skating Rink

For a storm of roughly 6 to 10 inches, it shall be the goal of the City to have all streets plowed curb-to-curb within 12 hours after snowfall stops. Storms of larger magnitude or extremely wet snow will take longer depending on severity. Extreme snowfalls may warrant the opening of two lanes in the middle of the street initially with full width plowing to follow at a later time.

It shall be the policy of the City that the opening of driveways will not be the responsibility of the City. Property owners shall be responsible for clearing

driveways, and walkways. For a 2"or more snow event, the City shall clean all sidewalks and trails that provide direct access to the Primary, Intermediate and Middle Schools.

D. Snow Hauling

Snow will be hauled from the following streets:

1) Main Street between 3rd Avenue and Elim Lane.

Late spring and early fall snowfalls may be left on roadways if melting is determined to be imminent or if substantial damage will be caused to the pavement structure. Clearing of intersection snow banks will be accomplished when needed on collector streets and near schools.

Snow hauling could begin as early as 3:00 a.m. or 1 hour following the beginning of snow removal operations. Hauling will continue for as many nights as is necessary.

Snow pickup shall be accomplished using such personnel, equipment and methods appropriate to maintaining a reasonable and safe passage of vehicles and pedestrians at all times. Traffic may be restricted by the Police Chief or his designee as emergency conditions may dictate.

E. Snow Plowing Alleys

Alleys will be opened in the aforementioned priority to provide functional traffic movement.

F. Wingbacks

During planned City-wide wingbacks, resident notification will be made on the City Website and by News Blasts. The Public Services Director, Designee or route driver will determine that areas may need wingbacks more often due to drifting snow or other conditions at the time, in these instances notice may not be given.

The Public Works Department will try to minimize impact to driveways and sidewalks but some snow removal may be required by the homeowner.

G. Complaints

Complaints concerning snow and ice removal will be handled in the following manner:

1) All complaints shall be referred to the Public Services Director or designee.
2) Slippery Street and sidewalk complaints shall be listed and given to Public Works for investigation and possible action.
3) All other complaints shall be given to Administration for investigation and possible action.

H. Property Damage

It is recognized by the City that on occasion private property is damaged during snow and ice control operations. Where this happens, it shall be the policy of the City to handle damages in the following manner:

1) **Mailboxes** – Where mailboxes are placed adjacent to the street it shall be the policy of the City that snow shall be plowed to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piled snow away from mailboxes so mail can be delivered.

   Where damage to the mailbox occurs, such damage shall be investigated by the Public Services Director or Designee. If it is determined that the weight of the snow movement caused the damage, the City will not assume responsibility for repair of the mailbox. If the mailbox was built according to Isanti County specifications, and was struck directly by the plow, the City will repair or replace the mailbox in kind, not to exceed $100.00.

2) **Boulevard Damage** – The City will repair physical damage to boulevard areas and may replace sod in extreme cases as determined by the Public Services Director. Typical repairs will be with dirt and seed. The City will not repair winter kill or salt damaged lawn areas. The City will not replace or repair sprinkler systems, landscaping or other structures in the boulevard.

3) **Curbs** – Concrete curbs will not be replaced unless the curb back is broken.

4) **Driveway Ramps** – Damage caused to driveway ramps or fillets where mountable curb is in place will not be repaired by the City unless authorized by the Public Services Director.

5) **Garbage Receptacles** – Garbage receptacles are not to be placed in the street section. The City is not responsible for damage of receptacles or clean-up of waste.

I. Snow Emergency Routes

The following routes are designated as Snow Emergency Routes and shall be marked by signage.

Cajima Street - T.H. 65 to 8th Ave NE

8th Ave NE - Cajima Street to Heritage Blvd

8th Ave SE Boulevard - Heritage Blvd to CSAH 55

Main Street East - Railroad Tracks to T.H. 65

Dahlin Avenue - Broadway to Heritage Blvd

Main Street West - Whiskey Road to Railroad Tracks

First Avenue NW. - Main Street to ~~Isanti Parkway~~ Heritage Blvd

Centennial Drive - Oakwood Street to Heritage Blvd

Oakwood Street - Whiskey Road to Centennial Drive

Whiskey Road - Heritage Blvd to Isanti Parkway West

Hillock Street NW - Whiskey Road to 11th Avenue NW

11th Avenue NW - Hillock Street NW to Blossom Boulevard

Blossom Boulevard - 11th Avenue NW to Isanti Parkway West

Isanti Parkway West - Blossom Boulevard to 3rd Avenue N.

3rd Avenue N - Heritage Blvd to Isanti Parkway

Isanti Parkway East - 3rd Avenue N to East Dual Boulevard

East Dual Boulevard - Heritage Blvd to Cajima

Cajima Street - East Dual Blvd. to T.H. 65

Railroad Avenue - Main St to South Passage

Palomino Road - Railroad Avenue to T.H. 65

Townsedge Road - Railroad Avenue to T.H. 65

South Passage - Railroad Avenue to Whiskey Rd

Sixth Avenue SW - South Passage to S Brookview Lane

Dogwood Street SW - Whiskey Rd to 3rd Avenue SW

South Passage - Whiskey Rd to Rum River Drive SW

Rum River Drive SW - South Passage to Birch Street SW

Birch Street SW - Rum River Drive SW to Whiskey Rd

J. <u>Sidewalk Routes to Schools</u>

Broadway Street - Railroad Avenue to Candy Avenue

Dahlin Avenue - Broadway Street to Main Street

Main Street West - Whiskey Rd to Dahlin Avenue

Oakwood Street - Whiskey Rd to Centennial Drive

Heritage Blvd - Whiskey Rd to 65

First Avenue N - Main Street to Heritage Blvd

Second Avenue N - Main Street to Heritage Blvd

Third Avenue N - Main Street to Heritage Blvd

Fourth Avenue N - Main Street to Heritage Blvd

Fifth Avenue N - Main Street to Heritage Blvd

Fifth Avenue S – Main Street to S Brookview Lane SW

Whiskey Road - South Passage to Heritage Blvd

Whiskey Road - Heritage Blvd to Isanti Parkway West

Wendover Street NW - Whiskey Road to Rum River Drive NW

Rum River Drive NW - Wendover Street NW to Hillock Street NW

Eleventh Ave – Winsome Way to Wendover St NW

Nemo – Broadway St SE to Main St E

Isanti Parkway NW – 3rd Ave NW to 701 Isanti Parkway NW

First Ave NW – Broadway St to Heritage Blvd

8th Ave SE – Marion St SE to Heritage

9th Ave SE – Marion St SE to 8th Ave SE

Marion St SE – 8th Ave SE to 9th Ave SE

III. POST PLOWING OPERATIONS

Once plowing is completed from curb to curb, post plowing operations will begin in the following priority:

A. Fire Hydrants

Fire hydrants on public streets serving commercial/industrial areas, high density residential units and school facilities shall be plowed or shoveled out so as to be readily accessible for use.

B. Intersections

If in the discretion of staff, snow piles at busy intersections are of such height as to create unsafe conditions, the piles will be pushed back at those intersections on the following streets:

1) County Road 5
2) Main Street
3) County Road 23

IV. EMERGENCY ASSISTANCE

At the discretion of the City Administrator, the Public Works Department can hire either additional equipment or drivers for assistance with snow removal.

V. ADMINISTRATION

A. Council Review

The City Council's Public Works Committee shall annually review the City's Snow Removal Policy and Operational Guidelines, prior to the next year's snow season and make any recommendations for amendments to the City Council.

VI. REPEAL

This resolution repeals all previous snow plow policies.

Adopted by the Council this 20th day of December, 2016.

_____

Mayor George A. Wimmer

Attest:

_____

Lindsey Giese
Human Resources / City Clerk

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Isanti

Request For City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assist. City Admin

Date: December 20, 2016

Subject: Consider Approval of Revised Right-of-Way Permit Application

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Background:
Staff has revised the Right-of-Way Permit Application after reviewing the document and the work being done in the City. This document should be updated to ensure the fees the City is charging is adequate for time spent in reviewing as well as work being done. Staff is making the recommended changes in the attached ROW application.

Finance Committee Recommendation:
The Finance Committee has reviewed the revisions and associated fees and is recommending approval.

Request:
Staff is seeking action on this item.

Attachment:
- RES – XXX - Revised ROW Permit Application
- 'Exhibit A'

RESOLUTION NO. 2016-XXX

A RESOLUTION ACCEPTING REVISIONS TO THE RIGHT-OF-WAY PERMIT APPLICATION

WHEREAS, the City of Isanti has determined it is in the City's best interest to revise the current Right-of-Way Permit Application to be inclusive of work performed within the City; and,

WHEREAS, Finance Committee met to discuss the City's Right-of-Way Permit Application and associated fees and recommends approval as written per this Resolution; and,

WHEREAS, revisions to the Right-of-Way Permit Application are herein as described in 'Exhibit A';

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept revisions to the Right-of-Way Permit Application.

This resolution was duly adopted by the Isanti City Council this 20th day of December, 2016.

Attested:

_____
Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

'Exhibit A"

Return to the City of Isanti
Attn: Josi Wood
110 1st Avenue Northwest – PO Box 428
Isanti, MN 55040
jwood@cityofisanti.us
Phone 763.444.5512
Fax: 763.444.5560

A Community For Generations.
Isanti

Application for Right-Of-Way Permit

PERMIT TO WORK WITHIN CITY PROPERTY/RIGHT-OF-WAY/EASEMENTS

(Check all that apply)

EXCAVATION _____ **OBSTRUCTION** _____

STREET CUTTING_____ ≤1,000 LF_____ ≥1,000 LF_____

1. Location _____
(Street, property, or legal address; or distance and direction from nearest public street intersection)

2. Nature of work _____

3. Indicate below items to be affected/disturbed and include a scale of work to be done.

Excavation:

_____ Curb & Gutter
_____ Trail/Sidewalk
_____ Pond/Wetlands
_____ ~~Traffic Control Devices/Signs~~
_____ Drainage
_____ ~~Structure/Buildings~~ Driveway
_____ Street Surface
_____ Trees: Number of trees: _____
_____ Public ~~U~~utilities (sewer, water)
_____ Private ~~U~~utilities (elec, gas, etc.)
_____ Established Turf
_____ Boulevard
_____ Other _____

Obstruction:

Exact Location(s) _____
_____ Pole/Pedestal
_____ Structure/Buildings
_____ Traffic Control Devices/Signs

4. Method of installation or construction _____

~~DESCRIPTION~~SUPPLEMENTAL DOCUMENTATION: Please ~~include~~ attach a detailed description and scaled drawing of the proposed project and project- work including identification of obstructions to be placed and size and depth of excavation. Include a traffic control plan if street cutting is necessary. Submit pavement mix design 1 week prior to paving.

5. Work to start on or after: _____ and shall be completed by: _____ unless an extension granted to: _____ by _____.
Date Staff

6. Will lane closures or detouring of traffic be necessary? _____ If yes, state duration and provide detour plan for each instance: _____

DETOURS: All detour plans are required as part of this permit and must be pre-approved in writing by the City Public Works Department. The City Public ~~Works~~ Services Director shall be notified in writing at least 3 working days in advance of any approved detour being established, changed or discontinued.

PRIOR TO WORK COMMENCING: The Public Services Director shall be notificed 1 week prior to arriving on site by phone (763) 444-5512 or email jwood@cityofisanti.us

Name Of Applicant _____ **Phone** _____
Please Print

Address _____
Street City State Zip

Name Of Party Or Organization Performing Work _____

Gopher One Call Registration #_____ **E-Mail Address** _____

Contact Person: _____ **Emergency Phone (24 Hr.)** _____

Address: _____ **Day Phone** _____
Street City State ZIP

FAX _____

The undersigned herewith accepts the terms and conditions of this permit by the City of Isanti as herein contained and agrees to fully comply therewith to the satisfaction of the City of Isanti. The undersigned also declares that he/she has read, understands, and will comply with all relevant City Ordinances and all Right of Way Regulations as stated in the following pages. **A Certificate of Insurance or Self Insurance verifying coverage has been provided to the City of Isanti. (CITY OF ISANTI TO BE NAMED AS AN ADDITIONAL INSURED)**

Signed: _____ Title: _____ Date: _____

All legal requirements shown on attached pages to be complied with.! The Public Services Director must be notified one week prior to the start date. The date when work is completed must be reported in writing to the Public ~~Works~~ Services Director.

Return the Permit Application via mail or email:
City of Isanti - Attn: Josi Wood
110 1st Avenue Northwest – PO Box 428
Isanti, MN 55040
jwood@cityofisanti.us

AUTHORIZATION OF PERMIT

Fee:_____ To be submitted to the City of Isanti

In consideration of agreement to comply in all respects with the regulations and codes of the City of Isanti covering such operations, and pursuant to authorization duly given by said City of Isanti, permission is hereby granted for the work to be done as described in the above application with said work to be done in accordance with Right of Way Regulations hereby attached:
Approved By: City Engineer / Public Services Director

By:_____ Date:_____

Notes and/or Additional Operations that Must be Abided by:

- All disturbed surfaces shall be restored within 3 working days

FOR CITY USE ONLY ~~**AUTHORIZATION OF PERMIT**~~

Financial Security Amount: _____ Type: _____
(Cash, bond, LOC, etc.)

Fee: $_____ Receipt No. _____ Permit No. _____ Escrow: $_____ Receipt No. _____

~~Approved By: City Public works Dept.~~
~~By:~~ _____ ~~Date:~~ _____

CITY OF ISANTI
RIGHT OF WAY REGULATIONS

SAFETY

1. Traffic shall be allowed to pass and to be protected at all times. If it is not possible to allow traffic to pass, a detour must be pre-approved by the City Public Works Dept. Notification must be in writing 3 working days prior to commencement.

2. Traffic control devices shall be in accordance to MMUTCD "Field Manual" (1998). When a trail or roadway/ drive has been cut, appropriate signage must be kept in place and maintained until restoration is complete.

3. Excavations must be shored or sheeted, as required by O.S.H.A., when necessary to prevent under-mining of roadways, trailways, utilities, or for safety reasons. Stock piling of excavated material shall not occur within the public-right-of-way without proper traffic control.

4. Guys or stays shall not be attached to trees on right-of-way or private property nor obstruct roadways, sidewalks, trails, driveways, etc.

5. Flaggers and/or warning lights at night shall be furnished by the party or organization performing the work whenever the work being done creates a hazard either to the traffic using said road or the personnel engaged in the construction, or when directed to do so by the City.

OPERATIONS

1. **Permit on Job – Permits or copies (including approved detour plans) shall be kept on the work site while it is in progress and in the custody of the individual in charge, and shall be exhibited upon request made by any City official.**

2. Conditions of permit - No person may excavate or obstruct the public right-of-way after the date specified in the permit, unless the person obtains a new permit or permit extension before the expiration of the original permit. The permit is valid only for the area of the public right-of-way specified in the permit; no permittee shall do any work outside the area specified in the permit, except as noted herein.

3. If the obstruction or excavation of the public right-of-way begins later or ends sooner than the dates specified in the permit, the permittee shall promptly notify the City Public Wworks Department.

4. When possible, the permittee shall coordinate project work and installation of facilities in co-locations with other public right of way users.

5. The permittee shall locate property lines abutting public right-of-ways and replace any destroyed property corners with the services of a Minnesota-licensed surveyor.

6. Provisions and Specifications – These general provisions and specifications shall be considered as forming an integral part of each and every permit issued for operations within Isanti. Installation, placement, location, and relocation of equipment and facilities shall comply with all federal, state, and local laws. The work authorized by this permit shall be done at such time and in such manner as shall be consistent with the safety of the public and shall conform to all requirements and standards of the City. If at any time it shall be found by the City that the work is not being or has not been properly performed, the permittee, upon being notified by the City, shall immediately take the necessary steps, at his own expense, to place the work in condition to conform to said requirements or standards.

   A. Public right-of-way alignment and grade shall be maintained, unless otherwise authorized by the City.;

   B. Unless otherwise approved by the City, fiber facilities shall be buried in a proper conduit and at a depth of no less than three (3) feet deep and no more than four (4) feet; copper facilities below concrete or bituminous paved roadway surfaces shall be buried no less than three (3) feet deep and no more than four (4) feet deep, and all other copper facilities shall be buried no less than thirty (30) inches deep and no more than four (4) feet deep.

C. __Unless otherwise approved by the City, all underground facilities which cross streets or hard surfaced driveways shall be directional bored and installed in conduit of a type determined by the permittee.

D. __When utilizing trenchless installation methods to cross an area in which a City utility is located or when directed by the City, the permittee shall excavate an observation hole over the City utility to ensure that the City utility is not damaged.

E. If the project work involves open cut, the permittee shall install visual tracers at twelve (12) inches over buried facilities. If other construction methods are used, substitute location methods may be used upon approval by the City.

F. During plowing or trenching of facilities, a warning tape shall be placed at a depth of twelve (12) inches above copper cables with over two hundred (200) pairs and all fiber facilities. A locating wire or conductive shield shall be installed above buried telecommunication facilities, except for di-electric cables.

G. __Compaction in any **trench** or hole outside of any hard surface shall be ninety-five percent (95%) of Standard Proctor. Compaction under any hard surface (sidewalks, trails, and streets) shall be 100% of Standard Proctor to a depth of 36" below base. Backfill must be placed in 12" layers and material shall be subject to the approval of the City. Material from the excavation may be acceptable provided such material is primarily granular in nature. Compacted backfill shall be brought to bottom of the gravel of the approved street section. Compaction shall be accomplished with hand, pneumatic or vibrating compactors as appropriate. **Restoration of boulevards shall include a minimum or 4" of topsoil and sod, unless otherwise approved.**

H. __The permittee is required to have compaction testing to be conducted by an independent firm at locations approved by the City as required at the sole discretion of the City. Copies of test results shall be submitted to the City. All testing will be at the expense of the Permittee. If compaction densities are not in compliance with City standards, re-compaction and testing shall be completed.

I. All facilities shall be located so as to not interfere with existing & potential future traffic signals and signs.

J. –All above ground appurtenances shall be located no closer than ten (10) feet to hydrants, waterline valves, manholes, lift stations or catch basins unless approved by the City, and shall not be installed in front of or within visual sight lines of any City signs, monuments or amenities for facilities or parks. Minimum offsets from sidewalks and trails shall be 2 feet unless approved by the City.

K. __Underground facilities shall not be installed between a hydrant and an auxiliary valve.

L. Underground facilities shall not be installed within five (5) feet of hydrants, waterline valves, lift stations, manholes or catch basins where utility easements exist beyond the roadway surface area of the public right-of-way and space is available therein. In those areas in which no utility easement exists, placement of an underground facility shall be between the edge of pavement and no closer than three (3) feet to an existing City utility appurtenance, unless approved by the City.

M. In projects where an extensive effort to determine the location of City utilities lines will be required to determine the proper location and installation of private facilities, the permittee shall contact the City's Utility Representative at least two (2) weeks prior to the beginning of the work and shall cooperate to determine the location of the City utilities.

N. __The location and installation of telecommunications facilities shall comply with the National Electric Safety Code, as incorporated by reference in Minnesota

7. Execution – The permittee shall use diligence in the execution of the work authorized under this permit in order not to endanger the public or unnecessarily obstruct travel along any road or right of way. Operations shall be so conducted as to permit safe and free travel over the roads and trailways at all times within the limits of the work herein prescribed. All safety measures for the free movement of traffic shall be provided by the permittee at his own cost.
The permittee shall notify abutting property owners prior to commencement of any project work that may disrupt the use of and access to the abutting property.

8. Conformity to Laws – The installation shall be made in conformity with all applicable laws, regulations, and codes covering said installations. All installations shall be made in conformity with regulations of governmental agencies for the protection of the public.

a. File with the City a liability insurance policy or certificate of such insurance issued by an insurance company authorized to do business in the State. The policy shall be kept in effect until the termination of a permit granted pursuant to this section.

b. Except for the negligent acts of the City, its agents and its employees, the permittee shall assume all liability for, and save the City, its agents and its employees, harmless and defend same at its sole cost and expense from any and all claims for damages, actions or causes of action arising out of the work to be done herein and the continuing uses by the permittee, including but not limited to the placing, constructing, and reconstructing, maintaining, protecting and use of said facility under this application and permit for construction.

9. Existing Facilities – The utility facility and installations shall not interfere with any existing utility facility on the City's right-of-way or easements. It is the responsibility of the applicant to call for timely, necessary locations of existing utilities. (Gopher State One Call 800-252-1166).

10. Private Property – The work permit or permit for construction as issued does not in any way imply an easement or right to enter private property.

11. Quality of Work – **All disturbed surfaces shall be restored within 3 working days.** Finished surface, base and sub-base of all disturbed surfaces upon completion of work shall be at least equal to or better than current City specs for similar construction. New surfaces must match existing roads or trailways.

12. Cutting Trees – The permission herein granted does not confer upon the permittee the right to cut, remove, or destroy trees or shrubbery within the legal limits of the right-of-way or easements that are not specifically identified on the plan attached to this permit or relieve permittee from obtaining any consent otherwise required from the owner of the property adjacent thereto. The permittee shall protect the root growth of significant trees and shrubbery within the public right-of-way adjacent thereto. The permitte shall comply with the City's Tree Ordinance, if applicable.

13. Drainage – All waterways and overland drainage shall remain operative. Proper erosion control shall be established and maintained throughout the construction and restoration.

14. Pole anchors – Pole anchors, anchors, braces or other construction may be permitted within right-of-way or easements and must be approved on a case-by-case basis.

15. Driving Limitations:
    a. Driving or parking on City trails or sidewalks shall only be permitted for those operations requiring direct access to the boulevard area where adequate shoulder width is not available. Vehicles within the right of way area shall utilize their warning flashers at all times.

    b. Vehicles driving on trails or sidewalks shall not operate in excess of 5 miles per hour. Vehicles shall operate at slower speeds when weather conditions, trail conditions, poor visibility, obstructed sightlines or other conditions require special precautions to ensure the safety of trail users and the general public.

    c. Vehicles shall not be parked on trails or sidewalks in such a manner as to unnecessarily impede the safe and efficient use of trailways by the general public.

    d. When City load limits are active, vehicles will not be permitted on trails and sidewalks.

16. Vehicles or equipment traversing roads or trailway surfaces shall not utilize studded or chained tires, caterpillar traction, or any other form of traction that will result in damage to the surface.

17. Clean-Up – Street, trailways and affected right-of-way shall be cleaned at the end of each workday and cleaned after construction is completed and left in a neat and presentable condition. Any sediment or debris from improvement shall be removed from sanitary or storm sewer systems, including drainage swales and ponds, as needed.

18. Trees and Vegetation – Burning or discing operations and/or the use of chemicals to control or destroy trees, brush and other vegetation is prohibited without prior approval from the City.

19. Replacement of Sod – Wherever topsoil and sod are disturbed, they **shall be replaced and maintained satisfactorily until the turf is established.** Any turf that fails to be established shall be replaced and satisfactorily re-established. **Restoration of boulevards shall include a minimum or 4" of topsoil.**

20. Sanitary Sewer and Water Services – Any questions regarding the sanitary sewer or water services connections shall be made to the City Public Works Department (763) 444-0459. **Prior to any backfill of sanitary sewer and/or water services, the permittee shall have the workmanship inspected by the respective authority.** For sanitary sewer or water service inspection within the public right-of-way contact: Isanti City ~~**Public Works**~~ Building Dept. (763) 444-~~**0459**~~**5512**. ~~For water service inspection within the public right-of-way contact: **Isanti Public Works Department (763) 444-0459.**~~

RIGHT-OF-WAY FEES

A.	~~Excavation~~ Base Permit Fee	
	~~1. Hole~~ 1,000 LF or less	~~$125.00~~
	~~2. Emergency Hole~~	~~$55.00~~
	~~3. Trench~~	~~$50.00~~
	Additional Permit Fees	
	Over 1,000 LF	$65.00 / 1,000 LF
~~B.~~	Street Cut ~~Permit~~	~~$1200.00~~
	Additional fee	$125.00 + $5,000.00 in Escrow
	(must provide traffic control plan)	
~~C.~~	Unauthorized Work ~~Permit~~	$250.00 up to double the permit fee
	Individual Residential Hook-ups	No fee
~~D.~~	~~Curb Cut Permit~~	~~$75.00~~

A Community For Generations.

Isanti

Request For City Council Action

To: **Mayor Wimmer and Members of the City Council**

From: Josi Wood, Public Services Director/ Assistant City Admin

Date: December 20, 2016

Subject: Resolution Accepting Rate from Bjorklund Companies for Street Snow Removal as An Addendum to The Ancillary Snow Removal Contract

---

Staff was directed to find a vendor to provide back-up street snow plowing services when there are times when Public Works staff is not able due to limitations of staff power, back to back snow events and large snow events.

Bjorklund Companies has been awarded the 2014/15 – 2016/17 Ancillary Parking Lot Snow Removal Contract. Staff proposed to have the street snow plowing as an addendum. Bjorklund has agreed to add in a rate for street plowing services at a rate of $100.00 per hour and agreed to the provisions as written in the addendum represented as 'Exhibit A'.

Staff believes adding Bjorklund's rate for back-up street plowing to the current contract for this season would be the most efficient and cost effective for the City. Staff would add the line item for street plowing to our ancillary lot plowing contract for next year and go back out for bids with all the services needed as one.

Finance Committee Recommendation
The Finance Committee discussed the need for back-up street snow removal service on December 6, 2016, and also found it in the best interest of the City to have this service as an addendum to the back-up parking lot snow removal contract the City currently has with Bjorklund Companies.

Staff Request
Staff is requesting action on this item.

Attachments
- Resolution No. 2016-XXX
- Quotation from Bjorklund – submitted 12.13.2016

RESOLUTION NO. 2016-XXX

A RESOLUTION ACCEPTING RATE FROM BJORKLUND COMPANIES FOR STREET SNOW REMOVAL AS AN ADDENDUM TO THE ANCILLARY PARKING LOT SNOW REMOVAL CONTRACT

WHEREAS, the City of Isanti has determined it is in the City's best interest to have backup snow plowing service for streets in addition to ancillary snow removal for the Community Center, Liquor Store and Isanti Indoor Arena parking lots; and,

WHEREAS, Finance Committee met to discuss the City's snow removal needs and found it to be in the best interest of the City to add street snow removal as an addendum to the current ancillary snow removal contract; and,

WHEREAS, Bjorklund Companies was awarded the 2014/15-2016/17 ancillary snow removal contract; and,

WHEREAS, the specifications for street snow removal, 'Exhibit A', is an addendum to the current ancillary snow removal contract;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Isanti, Minnesota to hereby accept Bjorklund Companies' rate for backup street snow removal service for the 2016/17 snow season as an addendum to terms in the original ancillary parking lot contract at a rate of $100.00 per hour.

This resolution was duly adopted by the Isanti City Council this 20th day of December, 2016.

Attested:

Mayor George A. Wimmer

Lindsey Giese
Human Resources / City Clerk

(SEAL)

'Exhibit A"

SPECIFICATIONS FOR STREET SNOW REMOVAL AS AN ADDENDUM TO ANCILLARY PARKING LOT SNOW REMOVAL

Provision of Services

It is intended that these services are supplemental only, and do not replace regular snow removal activity by the City of Isanti. The intent is the removal of snow during times of continuous snowfalls, large snow events or when City equipment is not available. The vendor will provide a contact phone number to the City (that is monitored on a 24-hour basis). The vendor shall give the caller a time when they can expect the vendor to be on-site to remove snow. The contracted service will be for the 2016-17 winter Season then will be combined with the Ancillary Parking Lot Contract.

a. Service requests will be made on an "on-call" basis by Public Services Director or Designee. Snowfall amounts requested to be removed will be 2 inches or more of snow.

b. The Public Services Director or Designee will inform the vendor where snow removal is needed and where snow can be stored if necessary. A map will be provided prior and during time of service needed.

c. Billing shall be made for each removal at a set fee for snow removal on an hourly basis for a 2 inch or greater snowfall.

d. Must have equipment with the ability to spread salt/sand and have a wing plow.

e. Salt required will be provided by the City.

The service provider shall provide liability insurance ($1,000,000), with the City listed as an additional insured, and worker's compensation insurance, as required.

SPECIFICATIONS FOR STREET SNOW REMOVAL AS AN ADDENDUM TO ANCILLARY PARKING LOT SNOW REMOVAL

Please print or type:

Vendor Name:____Bjorklund Companies_____

Address:____27072 Polk St NE_____

____Isanti, MN 55040_____

_____

Phone Number:___763-444-9301_____

Cost Per Hour For Street Snow Removal Service:

$__100.00_____

Authorized Signature:_____

Date:_____

A Community For Generations.

Isanti

Request for City Council Action

To: Mayor Wimmer and City Council

From: Sean M. Sullivan, Economic Development Director

Date: December 20, 2016

Subject: **Consider Purchase and Installation of Real Estate Sign at 100 Dahlin Ave NE**

Background:

The City of Isanti EDA discussed installing signage at 100 Dahlin Ave NE on December 6, 2016 to help market the property. Attached to the proposed resolution is a quote and sign design provided by Signs By Jill. It has been broken down into the actual cost for the sign, posts and installation so that all can be considered. In the past, Public Services has installed signage and/or purchased posts to reduce the City cost of a project like this.

EDA Recommendation:

Purchase the real estate sign for 100 Dahlin Ave NE from Signs By Jill as presented for an amount not to exceed $260.00 and to direct Public Services to purchase posts referenced in quote and to install sign with additional cost being coded to EDA Marketing 495.

Funding Source:

EDA Marketing 495

Action Requested:

Consider Adoption of Resolution 2016-___ Authorizing the Purchase and Installation of Real Estate Sign at 100 Dahlin Ave NE

Attachments:

1) Resolution 2016- ___ Authorizing the Purchase and Installation of Real Estate Sign at 100 Dahlin Ave NE

RESOLUTION 2016-___

AUTHORIZATION OF PURCHASE AND INSTALLATION OF REAL ESTATE SIGN AT 100 DAHLIN AVE NE

WHEREAS, the City acquired real estate at 100 Dahlin Ave NE in June 2016 and demolished the structure for redevelopment purposes; and

WHEREAS, site signage is need to market the sign effectively along with online methods: and

WHEREAS, Staff obtained a quote from a local sign vendor who has provided signs for other city lots for sale and the quote is attached hereto; and

WHEREAS, the EDA has recommended that the city purchase the real estate sign only from Signs by Jill and to recommend Public Services purchase the sign posts and install the signage at 100 Dahlin Ave NE.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota authorize City Staff and Officials to award project to **Signs By Jill** to design, to manufacture a sign with a cost not to exceed $260.00 and to direct Public Services to purchase the posts required and to install the sign at 100 Dahlin Ave NE. All cost for this project are to be coded to EDA Marketing 495 fund.

This Resolution hereby approved by the Isanti City Council this 20th day of December 2016.

Attest: _____ Mayor George A. Wimmer

_____
Lindsey Giese
Human Resources / City Clerk

(SEAL)

Signs by Jill

Sign Artist Since 1979

Signs by Jill
Jill Reller
227 Richard Ave SE
Isanti, MN 55040

Quote

City of Isanti
110 1st Ave NW PO B 428
Isanti, MN 55040

Date	Estimate #
12/1/2016	454

Description	Qty	Rate	Total
4'x4' 1/2" corrugated plastic signs - single faced - simple layout	2	130.00	260.00
3 - 4'x4'x10' treated post & 4 - treated 2"x4"x4' delivered to sign sight or City Works	1	125.00	125.00
Install sign on City property (more if ground is frozen and hard to dig)	1	200.00	200.00

Subtotal	**$585.00**
Sales Tax (6.875%)	$0.00
Total	**$585.00**

Thank you for the opperutnity to work with you. Please contact me if you have any questions about this estimate.

612-242-3292

Jill@SignsByJill.com

SignsByJill.com

4'

4'

CORNER LOT

FOR SALE

INCENTIVES AVAILABLE

763-444-5512

A Community For Generations.

Isanti

City of Isanti
Economic Development Authority
Regular Meeting Minutes of
December 6, 2016
Isanti City Hall

1. Call to Order

The meeting was called to order by President Wimmer at 7:30 p.m.

a. Pledge of Allegiance

b. Roll Call

Commissioners Present: George Wimmer, Keith Dragisich, Ross Lorinser, Dan Collison, Paul Bergley, Steve Lundeen and Tara Hallberg

Commissioners Absent: None

Staff Present: Economic Development Director Sean Sullivan

c. Agenda Modifications

2. Approval of Agenda

Motion to approve Agenda as presented by Lundeen, second by Collison, motion carried unanimously.

3. Approve Minutes of November 1, 2016 Regular Economic Development Meeting

Motion by Lorinser second by Collison to approve the minutes for November 1, 2016. Motion carried unanimously.

4. Consider Survey of Newly Constructed Houses/Residents

Economic Development Director Sullivan highlighted the steady growth Isanti has seen over the past three years and the opportunity to survey approximately 140 new households that has moved into newly constructed houses. He indicated that this sample would be a good group to survey to get an idea on why people are moving to Isanti. Information could be used to for economic development, marketing and planning. He also indicated that it would increase changes of a returned surveys if a self-addressed stamped envelope was included. Staff asked for feedback from the EDA.

Commissioner Hallberg stated that an incentive should be included in the survey to get a better response rate.

President Wimmer indicated that they had talked about this at a League of MN Cities conference and that new residents appreciated that the city wanted their feedback

Economic Development Director Sullivan and Commissioner Collison shared the opinion that if an incentive were used the person being surveyed would lose their confidentiality.

Commissioner Dragisich stated that he thought this was a good idea.

Commissioner Lundeen expressed concern at the cost for this survey, especially if the City didn't get a good return rate. He thought it might be better to ask local realtors.

Commissioner Collison requested some changes in the form letter to be sent signed by Mayor Wimmer.

Consensus of the EDA was that this information would be optional. It was also recommended to ask some local businesses for some gift cards that could be used as incentives. The ability to sign up for the incentive would be optional.

Motion by Lundeen, second by Bergley to recommend to the City Council to direct staff to add an incentive section to the survey, work with President Wimmer on the cover letter and to send out a survey to the residents of the houses constructed 2014-2016. This project to be funded from EDA Marketing 495 fund. Motion carried unanimously.

5. City of Isanti and Chamber Map Update

Economic Development Director Sullivan outlined the two map concepts and their purposes. He referenced the sizing of the map in the North 65 Chamber of Commerce and that it was now representing Isanti proportionally and fairly in the publication. Based on this changed has asked if the EDA was comfortable moving forward with and ad in the publication.

Commissioner Bergley pointed out that the location of the Cities (Isanti, Braham and Cambridge) shown on the draft North 65 Chamber Map was not consistent to their actual location and this this was a concern of his. Commissioners stated that the Isanti County map being on the reverse side helps minimize this concern.

Discussion ensued but consensus was that based on the change in the sizing of the map the EDA wanted to advertise in the publication.

Sullivan explained to the EDA that he has been working with ECM and other vendors to get quotes for a City of Isanti Map in addition to the Chamber map. At this point he has only able to get a solid quote for ECM but was waiting for quotes from two other vendors. He expressed concern at getting the project complete in order to get it in the March Isantian for delivery.

Commissioner Dragisich asked if the city had considered an App for a City map that would be mobile. Commissioner Dragisich asked if it would be better to have a less highway and more descriptive and fun map that residents might use more.

President Wimmer stated that he thought this was a good idea and that it had been discussed at a League of Minnesota Cities conference he had attended. He stated that the current city technology

is not where it needs to be to do something like this. He reference that the city will be getting GIS in the future (2018) and that once this was in place project like this would be possible.

Sullivan passed out a version of map done by Bolton and Menk that had only a City map on one side and places to vise and things to see on the other without a county a map. He asked if the EDA would like to do something like this.

The consensus was that the Isanti County map was helpful as it helped in identifying the locations of specific cities in reference to each other and certain destinations. The EDA did want to keep the Isanti County Map as part of its publication and note replace it with other City or regional information.

Motion by Lundeen, second by Lorinser to recommend to City Council to purchase a business card sized ad in the North 65 Chamber of Commerce Map for a cost not to exceed $300. Staff is to provide information for the ad that included City Logo, address and contact information for the city. This project to be funded from EDA Marketing 495 fund. Motion carried unanimously.

Motion by Lundeen, second by Dragisich to direct staff to continue work relating into process, quotes and design of Isanti of Isanti/County of Isanti Map to be mailed out in the Isantian and to ultimately bring to City Council for consideration.

6. Consider Recommendation for Installation of Real Estate Sign at 100 Dahlin

Sullivan presented the staff memo and highlighted the cost and design of the proposed sign. Cost were separated between actual cost of the sign ($260.00), the posts ($125) and the installation ($200).

Discussion ensued. EDA commissioners referenced past practice in relation to the installation of sign and felt that the purchase of posts and installation should be done by public works.

Motion by Lundeen, second by Lorinser to recommend to the City Council accept the real estate sign design, cost and vendor for $260.00 and to have public works purchase the posts and install the sign at 100 Dahlin Ave NE.

7. Other Business / Updates / Communications

Sullivan highlighted items on the Staff Memo including that O'Reilly Auto Parts was coming to town.

Sullivan read the letter of resignation submitted by Commissioner Dragisich.

The EDA and Staff thanked him for his service.

a. Business Prospects/Projects
b. GPS 45:93
c. EDAM
d. NLX Steering Committee
e. CVN
f. CGI

g. Legislative Visit with House Speaker Kurt Daudt
h. Tentative 2017 EDA Meeting Schedule
i. Housing Starts in 2016
j. Business Arrivals and Departures in Isanti 2016

6. Adjournment

Lorinser motioned, seconded by Collison to adjourn at 8:02 pm. Motion carried unanimously.

Dated at Isanti, Minnesota, this 6th Day of December, 2016.

Respectively Submitted,

Sean M. Sullivan, Economic Development Director

M.2.

CITY OF ISANTI
PLANNING COMMISSION
MEETING MINUTES
DECEMBER 13, 2016

1. Meeting Opening.

A. Call to Order.

Cesafsky called the meeting to order at 7:00 p.m.

B. Pledge of Allegiance.

Everyone rose for the pledge of allegiance.

C. Roll Call.

Members Present: Steve Lundeen, Paul Bergley, Wayne Traver, Greg Cesafsky, and Jim Kennedy.

Members Absent: None

Staff Present: Community Development Director, Roxanne Achman

Others Present: None

D. Agenda Modifications.

None.

2. Approval of Minutes from November 9, 2016 Planning Commission Meeting.

Cesafsky questioned if there were any comments or changes to the minutes.

Motion by Bergley second by Kennedy to approve the November 9th, 2016 Planning Commission Meeting Minutes. Motion was unanimously approved.

3. Public Hearings.

A. Request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota.

Cesafsky read the item into the minutes.

Achman presented the staff memo.

Cesafsky opened the public hearing.

Robert Doohen, owner of First Fruits Land Development, approached the podium to ask if there were any questions for him.

There were no questions from the Planning Commission. Cesafsky closed the public hearing.

Motion by Bergley second by Kennedy to recommend approval of the request from First Fruits Land Development LLC for Preliminary Plat approval of the Plat of Sun Prairie Third and Fourth Addition, legally described as Outlots G and H, Sun Prairie First Addition, Isanti County, Isanti, Minnesota based on the Findings of Fact and Conclusions. Motion carried unanimously.

4. Other Business.

A. None.

5. Discussion Items.

A. None.

6. Adjournment

Motion by Bergley second by Kennedy to adjourn the December 13th, 2016 meeting of the Planning Commission. Motion was unanimously approved.

The meeting adjourned at 7:05 p.m.

Dated at Isanti, Minnesota this 13th day of December 2016.

Respectfully submitted,

_____

Roxanne Achman, AICP
Community Development Director

CITY OF ISANTI MONTHLY REPORT

November 2016

Category	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
Residential Category	**Month**	**YTD**	**Month**	**YTD**	**Month**	**Quarter**	**Month**	**YTD**	**Month**	**YTD**
Fence	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Roofing/Siding	3	52	$0.00	$0.00	$3.00	$7,000.00	$240.00	$4,160.00		
Decks	1	30	$0.00	$89,735.32	$1.00	$27,444.75	$132.00	$4,615.72		
Basement Finish	1	18	$8,750.50	$133,658.33	$4.37	$0.00	$292.05	$4,330.11		
Addtns. Remodel	0	3	$0.00	$41,676.86	$0.00	$23,276.16	$0.00	$996.42		
Garages / Sheds	1	4	$23,276.16	$33,276.16	$11.63	$0.00	$632.77	$1,072.17		
Miscellaneous	9	117	$0.00	$68,557.11	$9.00	$0.00	$1,060.00	$14,096.75		
Single dwellings	1	59	$169,735.98	$9,922,543.06	$84.86	$0.00	$1,716.72	$136,443.73		
Multi dwellings	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		
Mechanical	3	86			$3.00	$12.00	$225.00	$6,530.00		
Plumbing	5	94			$5.00	$12.00	$500.00	$11,215.00		
									$7,983.00	$423,099.00
Resid. Totals	**24**	**463**	**$201,762.64**	**$10,289,446.84**	**$121.86**	**$57,744.91**	**$4,798.54**	**$183,459.90**	**$7,983.00**	**$423,099.00**
Commercial										
New Buildings	0	4	$0.00	$5,650,000.00	$0.00	$0.00	$0.00	$49,049.53		
Addtns./Remodel	1	9	$0.00	$1,879,000.00	$1.00	$1.00	$132.00	$17,125.72		
Plumbing	2	13	$29,896.00	$264,401.00	$15.94	$78.38	$829.92	$7,405.28		
Mechanical	0	8	$0.00	$507,798.00	$0.00	$107.20	$0.00	$11,555.22		
Roofing	0	1	$0.00	$0.00	$0.00	$0.00	$0.00	$80.00		
Tenant Change/Fill	2	30	$0.00	$1,692,205.00	$2.00	$3.00	$182.00	$21,476.13		
Comm. Totals	**5**	**65**	**$29,896.00**	**$9,993,404.00**	**$18.94**	**$189.58**	**$1,143.92**	**$106,691.88**	**$0.00**	**$218,414.88**
Resid. Plus Comm. Totals	**29**	**528**	**$231,658.64**	**$20,282,850.84**	**$140.80**	**$57,934.49**	**$5,942.46**	**$290,151.78**	**$7,983.00**	**$641,513.88**

M.3.

YEARLY BUILDING PERMIT COMPARISONS

YTD Nov 2016

Year	# permits	Single units	Multi units	Commercial	Permit Value	Total permit income	Wac & Sac Fees
2012	268	3	0	0	$1,926,948.00	$44,416.18	$21,918.00
2013	0	0	0	0	$0.00	$0.00	$0.00
2014	437	34	0	2	$14,621,172.44	$172,167.41	$280,048.17
2015	0	0	0	0	$8,026,537.06	$147,002.54	$279,405.00
2016	528	59	0	4	$20,282,850.84	$290,151.78	$641,513.88

Total permit fees do not include Sac / Wac or State Surcharge fees

COMPARISONS FOR THE YEAR

Month	# of permits	Permits total value	Total permit fee income: Does not include WAC, SAC, or State Surcharge
January	24	$80,003.00	$3,660.48
February	43	$3,603,092.10	$38,740.16
March	40	$1,914,872.04	$28,610.22
April	61	$1,485,568.60	$26,085.67
May	80	$6,057,162.93	$73,228.05
June	62	$1,354,717.77	$28,061.92
July	58	$320,077.97	$10,400.69
August	49	$1,894,275.41	$25,748.23
September	40	$2,820,069.41	$33,333.12
October	42	$521,352.97	$16,340.78
November	29	$231,658.64	$5,942.46
December	0	$0.00	$0.00
Totals	528	$20,282,850.84	$290,151.78

A Community For Generations.

Isanti

Isanti Police Department Monthly Report

November 2016

Reported Crime	Month to Date	Year to Date
Theft	11	136
Assault	2	39
Vandalism/Damage to Property	5	86
Narcotics	3	38
Burglary	0	24
Domestics	7	77
Crim Sex	0	5
Robbery	0	0
Loud Party/Disturbance	7	115
Medical	21	238
Permit to Purchase (Eff 3/1/2016)	5	59

Traffic Offenses	Month to Date	Year to Date
No Insurance	7	87
DUI	3	24
Accidents	7	72
Hit & Run	0	3
Warrant P/U	3	50
Speed	11	204
DAR/DAS	4	42
Administrative Citations (Including Speed)	10	133

Squad Mileage	Month End Mileage	Month Miles	YTD Miles
Ford 221	37,556	1,519	16,284
Dodge 222	109,189	1,444	16,911
Dodge 225	156,642	367	12,234
Chevy Silverado 224*	OUT OF SERVICE		738
Chevy Silverado 220	100,987	460	3,513
Chevy Impala 223	80,403	373	4,770
Ford Explorer 224	15,192	1,791	15,192

CEZT SCORE CARD
November 2016

CEZT SCORECARD

CATEGORY	*CURRENT*	*LAST MO*	*2 MOS*	*3 MOS*	*4 MOS*	*5 MOS*	*6 MOS*
TOTAL CASES YTD	**663**	**613**	**572**	**512**	**414**	**311**	**229**
TOTAL OPEN CASES	**37**	**25**	**37**	**51**	**80**	**38**	**59**
VIOLATIONS CLOSED THIS PERIOD	**48**	**48**	**75**	**109**	**67**	**78**	**66**
NEW ISSUES THIS PERIOD	**50**	**41**	**60**	**98**	**103**	**82**	**86**
CAN-Proh Animals							
CCV-Comm Vehicle Storage		1					
CDO--Dogs							
CPA-Park & Store	28	26	35	24	40	19	22
CSN-Snow Removal							
CSP-Solicitors/Peddlers							
CST--Fish Houses, PODS, Rolloffs							
NEX-Exterior Structure, Paint/Repair			1	2	1		
NGA-Garbage Service & Storage	1						
NGR--Grass Length		4	9	60	60	62	63
NJU--Junk/Brush	6	8	10	12	2	1	1
NUV-Unlicensed vehicle or missing plates	15	2	5				
ZAC-Accessory Building							
ZFE-Fence							
ZTD--Temporary Dwelling							
ACTIONS TAKEN							
New Resident Letters Mailed							
Compliance Letters Mailed this period	56	46	62	154	108	92	86
Administrative Citations Issues/period	1	1	1	0	0	1	3
Criminal Citations Issued/period							
Abated Properties/Period	0	0	9	7	23	14	14
Admin Hearings Requested							
Admin Hearings Held w positive judgement							
Criminal trials w positive judgement							
AVERAGE TIME TO COMPLIANCE	**17**	**28**	**14**	**13**	**15**	**14**	**11**

M.5.

BOLTON & MENK
Real People. Real Solutions.

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MEMORANDUM

Date: December 14, 2016

To: Honorable Mayor Wimmer and Members of the City Council

From: Bradley C. DeWolf, P.E.

Subject: Project Status Report
Isanti, MN
Project No.: R13.111162

Please find listed below a status report of the current projects in the City of Isanti:

1) Palomino Road Preliminary Engineering Report

We have determined right of way lines and will continue drafting the report.

2) Railroad Avenue Trail Infill Study

We have determined right of way lines and will continue drafting the report.

3) 2017 Pavement Maintenance Project

We have created a draft plan set for the City to review. We will incorporate City comments and finalize the plans and specs this month.

4) MS4 Phase 2 & 3 Implementation

We have begun assembling documents to assist the City in meeting the requirements of the MS4 permit for Phase 2 and Phase 3 of the implementation schedule.

5) City Hall Parking Lot Expansion

The Contractor is compiling all the final documents to close out the project.

6) Wastewater Treatment Improvements

The Contractor plans to perform the following work this month:
- Pour Concrete for pond control structure
- Finish work for brick veneer on pretreatment building
- Pour concrete for pretreatment room floor slab
- Install membrane roof on pretreatment building
- Begin existing filter rehab work

7) Whiskey Road Walk Infill Study

We will incorporate City comments and finalize the report this month.

8) 1st Avenue Sidewalk & Curb Replacement

We will incorporate City comments and finalize the report this month.

In addition to the current projects listed above we have completed and accepted 44 private developments and 48 city contracts since being selected as your City Engineer in 2008.

Please contact Brad or Jason if you have any questions.

Bolton & Menk is an equal opportunity employer.