

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, JANUARY 18, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Deferred Comp Presentation (*Scott Elwood*) via Zoom
 - 2. Police Department Updates
 - 3. Annual Personnel Policy Update
 - 4. Water and Sewer Base Fee Charges Discussion Continuation
 - 5. Isanti Lights Naming Discussion
 - 6. Cambridge Isanti Area Arena Corp Request

- F. Adjournment**



Memo for Committee of the Whole

To: Mayor Johnson and Members of the City Council
From: Katie Brooks, Human Resources Director
Date: January 18, 2022
Subject: Employee Personnel Policy- Update

Background:

Each year staff update the Employee Personnel Policy for content and grammar. Changes and clarifications are recommended from State Law, City Attorney and the League of MN Cities guidance reference guide to remain current with Federal and State guidelines. Some sections have not been changed, but the language has been blended with other sections for a more clear and complete Personnel Policy. In sperate attachments you fill find the red-lined version and the final draft. The redlined version does not include blended sections.

Changes to Personnel Policy are as follows:

Section 1: Organized language from 2 different areas for “Media Requests” to reduce redundancy.

Section 2: Incorporated language from LMC to blend “Ethics and Conduct as a City Employee” together, updated attendance and unexcused absences, and updated City Owned property to incorporate the Chief of Police to maintain registered equipment and Statute language for driving. Section 2.12 is new for Job Shadowing and Ride- Along reference.

Section 3: Definitions have been cleaned up and renumbered for adding in 2 definitions “Good-standing” and “Outside employment”

Section 4: Updated language from LMC for recruitment and background checks.

Section 5: Cleaned up language from redundancy and terms.

Section 6: Included language that Police officers are exempt from unpaid meal breaks. “Work from Home” section was blended from another section for clarity.

Section 7: “Paychecks” section was added with Reimbursement checks and direct deposit was cleaned up to reflect MN law. Compensatory time was added to 7.08. Redundant information was moved to more appropriate areas.

Section 8: Performance Reviews were updated to reflect performance reviews after probationary period.

Section 9: Employee Assistance Program (EAP) language was added to the benefits section.

Section 10: Updated language when an exempt employee works on an observed holiday.

Section 11: Clarified language for “separation from service”, added LMC Military Leaves new State Law information regarding Reasonable Work Time for Nursing Mothers and Reasonable Accommodations and renumbering.

Section 12: Clarified “not in good standing” for Severance Pay Outs.

Section 14: Updated sentence for “in state trainings.”

Section 15: Added “Department Heads” to approve Outside Employment.

Section 16: Included new language for DOT Drug Testing from Resolution 2021-228.

Section 17: New stand-alone section, blended “Respectful Workplace” with LMC new policy on “Harassment”

Section 18: Cleaned up the Appendix to reduce redundant sections that were blended with other appropriate sections.

Request:

Staff is requesting review.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson, Parks, Recreation & Events Coordinator
Date: January 18, 2022
Subject: Lights Event Naming Discussion

Background:

Now that the Council has approved plans for a lighting event in December 2022, the event will need a name. Staff brainstormed on a number of different names that would set the event apart from competing events and create a potential draw for attendees and sponsors outside of the County. These staff recommendations are below, along with potential logo designs to provide a visual for each concept.

Staff recommendations:

- City of Isanti's Winter Jubilee
- The Park's Lights Festival
- Illuminate Isanti
- Isanti Celebration of Lights

In addition to naming this event, as the City has put effort into making Bluebird Park a destination, this is a good time to consider renaming the park to encompass its future growth potential and use to the community.

Request:

Staff would like recommendations and direction on a name for the new event. Staff would also like feedback from the Committee on renaming Bluebird Park.

Attachments:

- Logo Concepts

Lights Event Logo Concepts

*Concepts are just for visualization of each name. These are not final designs, themes, or color schemes; elements are interchangeable and can be used with any name.



January 13,2022

City of Isanti
Mayor and City Council members

To Whom it May Concern:

The Cambridge Isanti Arena Corp has a failing geo thermal heating and cooling system. The cost to fix with no assurances as to how long the fix will work has led the arena board to consider an entirely new system that does not utilize that type of technology.

The board will shortly be approving the budget for this system which will be in the neighborhood of \$615,000.00. When the arena was originally built the city was the owner of the property and issued revenue bonds to pay for costs over and above what was donated and volunteered. The other piece of the financing was the Mighty Ducks grant. The State of Minnesota issues the grants to arena's who are changing out their systems from the R-22. They believe that our situation would fit that requirement. If we apply for the grant the State will require that an LGU be used as the conduit for funds that go to an entity such as the arena. Presently the Arena is the actual owner.

The Arena would need to deed the property back to the city and then execute certain documents. The city staff is in receipt of documents that outline what documents need to be prepared and signed. I have reviewed the Terms and Conditions for the Issuance of Conduit debt and do not believe that there will be any issues with the arena board agreeing to signing such an agreement.

We are in communications with the Mighty Ducks program who stated that they may have some funds available from the last funding cycle. This would mean that we would need to progress quickly in order to secure those funds if in fact they are available. If those funds are not available then we wait to see if the legislature provides funding and apply at that time. The Mighty Ducks program is a matching program and the board has already been working on securing donations and bank loans for matching.

The board of the arena would greatly appreciate your consideration of this request. I look forward to working with you on this worthy project. Thank you for your time.

Yours Truly



Kevin Johnson

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, FEBRUARY 15, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. City Council Agenda Request (*Sandra Duke, Friends of Isanti Area Library*)
 - 2. Police Updates
 - 3. Liquor Updates
 - 4. Doing Business in Isanti Update
 - 5. Special Events Permit Discussion
 - 6. Bullet Proofing and Window Tinting Council Chambers
 - 7. Splash Pad Discussion
 - 8. Union Negotiation Team and PD Staffing Discussion

- F. Adjournment**



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

Instructions: If you want official action on an item not on the agenda, please complete this form and return it to the office of the City Clerk at City Hall. All applicable areas must be completed or the form will not be accepted. Your completed request will be presented at the next Committee of a Whole meeting.

1. Name (please print): Sandra Duke
Organization (Required if Applicable): Friends of Isanti Area Library (FIAL)

2. Address (please print): [Redacted]

3. Telephone No.: [Redacted]

4. Agenda item subject: Use of Isanti Outreach Library for monthly meeting of Friends of Isanti Area Library (FIAL) - 3rd Thursday - 9AM-11AM.

5. Action requested: Approval for use of library for 1-2 hour meeting monthly - plus the use of 5 chairs. (Need seating for 8 attendees.)

6. Reasons for requested action: FIAL needs a "home" for their monthly meeting at an ECRL location. - Some attend via Zoom

7. Signature (Required): Sandra Duke

CITY USE ONLY:

Date/Time Received: 1/27/2022 / 11:24 am pm

Received by: Jaden Strand



Liquor Store Updates

2/15/22

New Business:

1. Gross Sales Numbers

- December 2021 = \$518,988 28.36% profit margin Up \$100,201 from 2020 (+23%)
- January 2022 = \$355,830 27.02% profit margin Up \$42,038 from 2021 (+13%)

2. Sales by Category 11/18/21 – 1/31/22

- Beer 42%
- Liquor 38%
- Wine 15%
- 6% Sales (Pop/Juice/Mix) 2%
- Tobacco 2%
- *Non-Alcoholic 1%

3. Transaction Count from the Grand Opening through Jan 31st is 33,026

4. Largest single transaction so far was \$1208.60 (two bottles of bourbon)

5. Will be rolling out the online order function shortly

6. Staff have high morale and a strong work ethic, which show through the positive feedback we receive, both in person and through Google reviews

7. We'll be ready and looking forward to the increased business once we get signage south of town along highway 65

*Non-Alcoholic wasn't a separate category until December. Non-Alcoholic sales were recorded as 6% Sales up to that point.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson, Parks, Recreation & Events Coordinator
Date: February 15, 2022
Subject: Special Events Permit Discussion

Background:

Under City Code 278 “Special Events”, “events established through the City of Isanti” are not required to submit an application for a Special Event Permit. However, this has been a common practice for City events as it previously was a beneficial way to let City residents and the Council know about upcoming events.

Filling out the applications can take significant time for staff, depending on the scale of the event, and is no longer useful for promotional support as there are many other avenues available (and used by the City) to announce plans. Without the application process, staff would still continue to work with all parties and departments for the necessary safety and logistical measures.

Request:

Staff would like guidance on if staff needs to continue to submit applications for City-run events.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson, Parks, Recreation & Events Coordinator
Date: February 15, 2022
Subject: Splash Pad Discussion

Background:

At the Council's request, staff has looked into costs associated with different aspects of the splash pad. At its base, the splash pad would feature the following:

- 3000 sq ft of play area, plus 2400 sq ft dry buffer
- Safety perimeter and landscaping (non-enclosed)
- Perimeter seating and shade features
- User-activated system
- Minimum of 6 water play features for varying ages

Outlined below are the base costs for this feature, as well as add-on options to consider. The base feature does not include a water recycling system, but would instead discharge water into an infiltration system that could also include environmentally-friendly features like a rain garden. It is also based on an unattended, free play operation.

Staff will be submitting an application in March for the DNR Outdoor Recreation Grant for this project, which has the potential to bring the total project budget to \$436,000.

Estimated Costs

Groundwork & Installation	\$215,000
Water Play Features	75,000
Splash Pad Estimated Cost	\$290,000

Additional Cost Considerations

Water Reuse System	\$250,000
+ Requires Seasonal Water Tester	20,000 (annual)
Rubberized non-slip Surface	65,000
Seasonal Attendant	20,000 (annual)

Request:

Staff would like direction on the following for the splash pad:

- With grant funding, what would Council like to see included?
- What Additions would Council like included with or without grant funding?
- Should it be a staffed or non-staffed operation?
- Should there be an admission fee (requires staffing) or free play?

Attachment:

- Bolton & Menk January 21, 2022 Memorandum



**BOLTON
& MENK**

Real People. Real Solutions.

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

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

MEMORANDUM

Date: January 21, 2022
To: Alyssa Olson, Parks, Recreation & Events Coordinator
From: Jason W Cook, P.E.
City Engineer
Subject: Bluebird Park Splash Pad – Cost Estimates
City of Isanti, MN, Project No.: 0R1.126218

Bolton & Menk, Inc has been directed to evaluate the cost of constructing a splash pad in Bluebird Park. Attached is a concept layout of the proposed splash pad.

The general guidelines requested for the splash pad are as follows:

- Approx. 5400 sq. ft. (does not need to be square)
 - o This includes approx. 3,000 sq. ft. splash area & 2,400 sq. ft. required buffer concrete area.
- Recycled water system
- 3/4 safety perimeter
 - o Aesthetically pleasing, does not need to be fencing
 - o Does not need gate or to be fully enclosed
 - o Can include landscaping elements
 - o Should include some seating options
- Needs to be user-activated
- Non-slip surface is ideal
- Zone-based features
 - o Ideally features can be separated into 3 zones by age group (6, 7-12, all ages)
 - o Should incorporate ADA inclusive features
 - o Needs shade structure/options for 6 features
- Would like to see a colorful, modern design
- Budget is \$218k currently, but with grant funding, may support up to a \$600k facility.

Splash Pad – No Water Reuse:

The estimated project cost to construct a splash pad as described above excluding the water reuse is approximately \$290,000. This estimate also does not include the cost for a rubberized non-slip coating as that could add another \$65,000 to the project cost. The estimate does include \$75,000 for water features which would include at least the requested 6 features. Attached is a figure of a splash pad we did for the City of Worthington that would be similar to the proposed splash pad.

Should the city desire to reduce the project cost, attached are examples of different features and their estimated costs. If minimal features are selected, the project cost may come out close to the budgeted \$218,000, but the size of the splash pad may also need to be reduced. This option would discharge the used water into an infiltration drainage system at a peak rate of approximately 200-250 gpm.

Splash Pad – With Recycled Water System:

The project cost to add a water reuse system to the proposed splash pad is estimated at \$250,000. This would allow the addition of the rubberized coated surface or additional/upgraded water features to be added and still be near the total \$600,000 budget with grant funds.

Please contact me if you have any questions.



Clients

1. Vortex, Water Odyssey, Aquatix, others
2. Different Types

Note: any water that is intended for touch/play is required to be potable or cleaned prior to use

a. Recirculating:

- i. Same level of maintenance as a pool.
 1. Daily monitoring of chemicals, filters, etc.
 2. If you already have a pool, use the same equipment, so there is continuity in the maintenance
- ii. Requires an underground tank
 1. Will need a shed/building for housing pumps, filtration system, etc. 10' x 10'.
 2. Vortex has a low profile unit for this
- iii. Should have a restroom and drinking fountain nearby. MN requires a restroom but Iowa does not.
 1. Recommended
- iv. Requires storm and sanitary
 1. We typically design a diverter to keep rain water out when not in use. Reduces overall maintenance and cleaning of water.
 2. Requires an air gap or sanitary outlet to reduce the potential sewer/sewer gas backup into splash pad – Lift pump required in some instances

b. Drain-to-waste

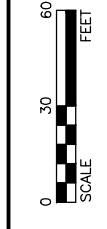
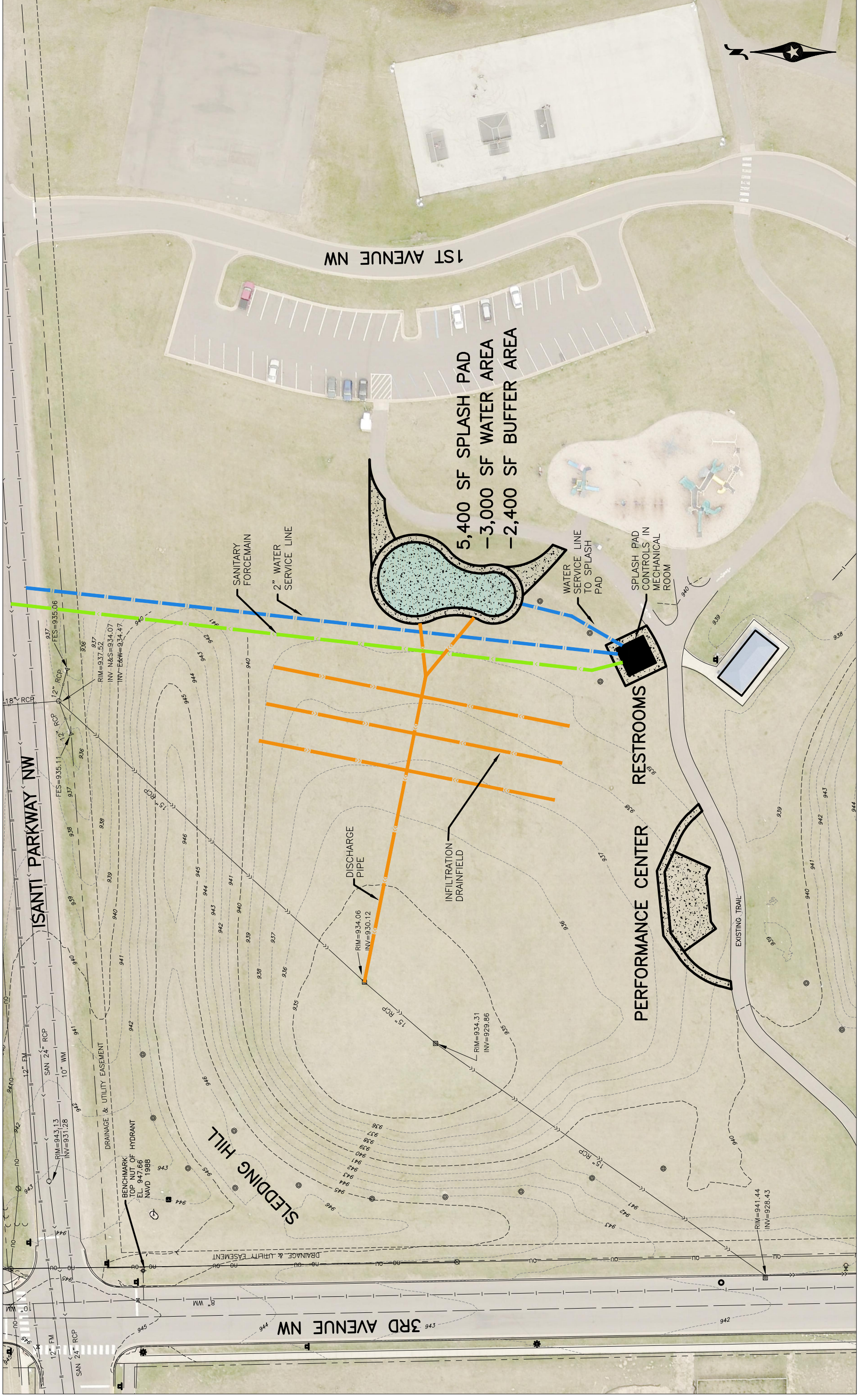
- i. Uses potable water, turns on, sprays, goes into ~~storm sewer~~. Discharges to drain off site
- ii. MN Department of Health requires the discharge to connect to sanitary sewer or approved infiltration/management system (DNR approval if open water body)
- iii. Iowa does not regulate through Department of Health. Discharge is left to local regulations.
 1. Sanitary connection with storm diverter and air gap
 2. Storm Sewer with perforated pipe in rock trench for infiltration.
 3. Other stormwater management system (swale, detention pond)

3. Average Size:

- a. Small: 1,500 sf
- b. Medium: 2,500 - 3,500 sf
- c. Large: > 3,500 sf

4. Average Cost:

- a. The "splash pad" cost should be approached more as a "park" cost.
- b. The splash pad is one component. Still need walks, benches, seating, access, etc.
- c. Cost vary considerably



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



DESIGNED	ISSUED FOR	DATE
JWC		
DRAWN		
CHECKED		
CLIENT PROJ. NO.		
01.123130		

ISANTI, MN
 BLUEBIRD PARK BANDSHELL, BATHROOM, SPLASH PAD
 CONCEPT SITE LAYOUT

SPLASH PAD THEME & FEATURES



“OCEAN SAILING”



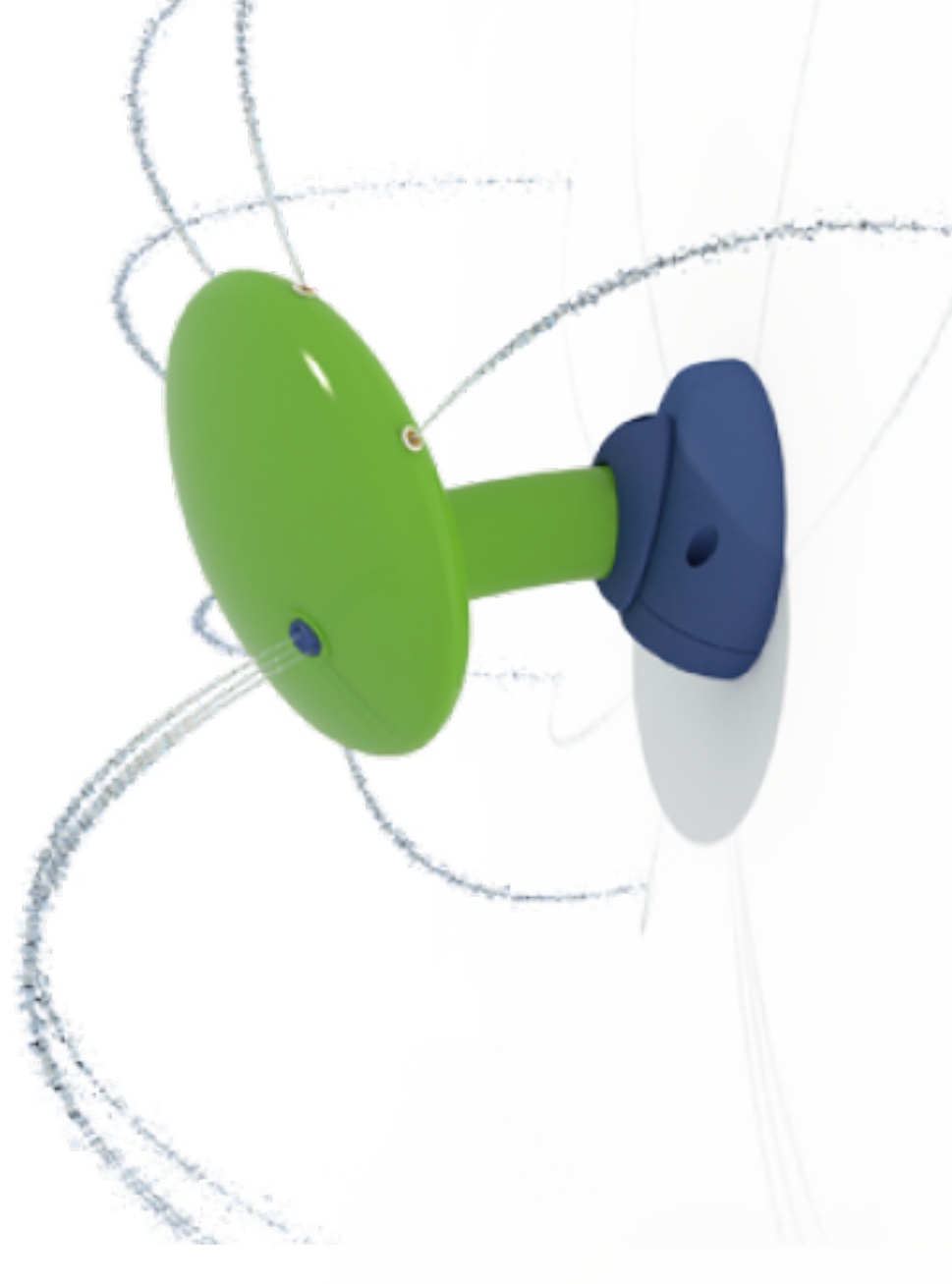
① **SAILBOAT No.1**
\$43,000



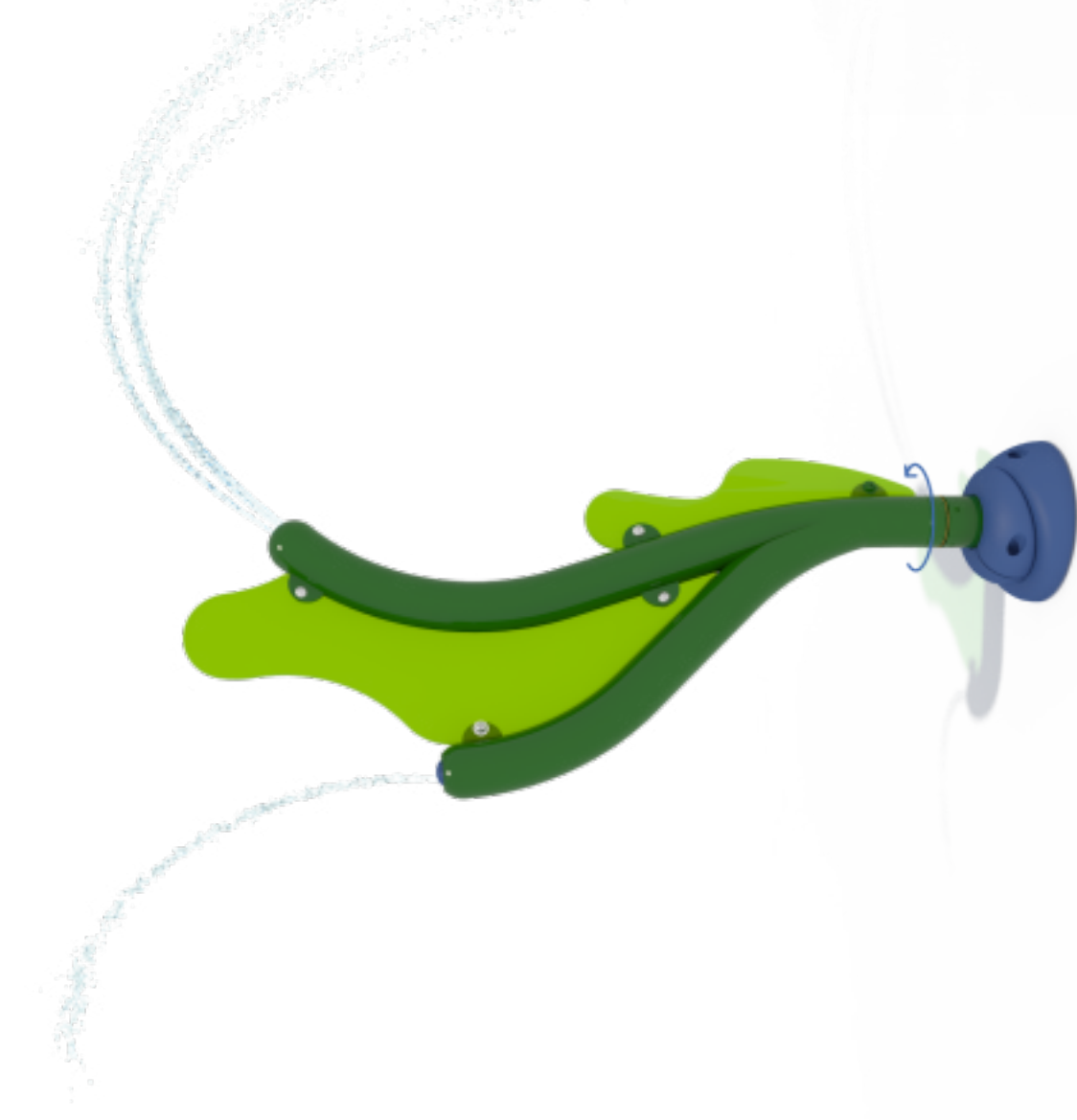
② **FISH No.1**
\$7,000



③ **CRAB No.3**
\$7,000



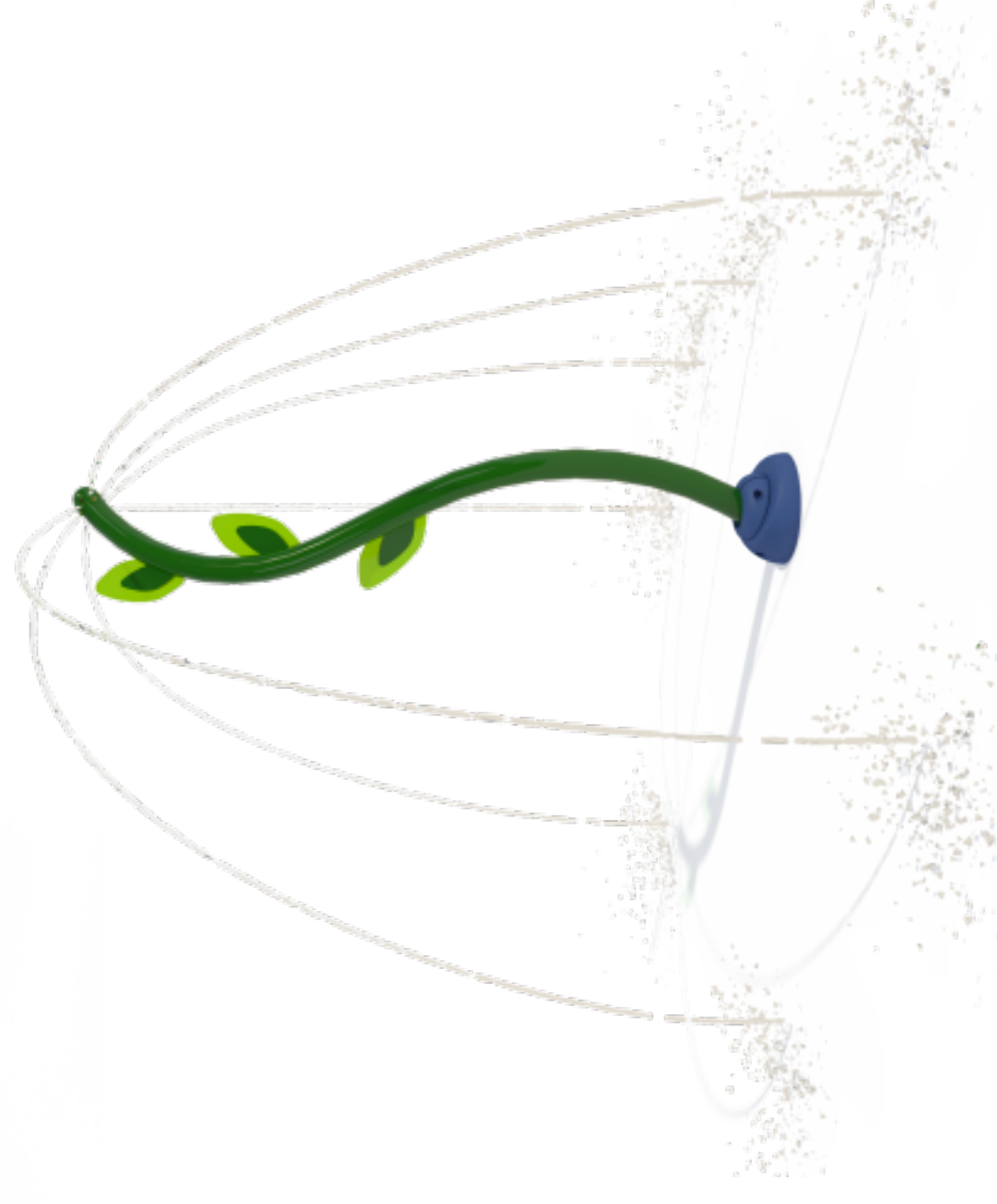
④ **WATERBUG No.3**
\$7,000



⑤ **SEAWEED No.1**
\$5,500



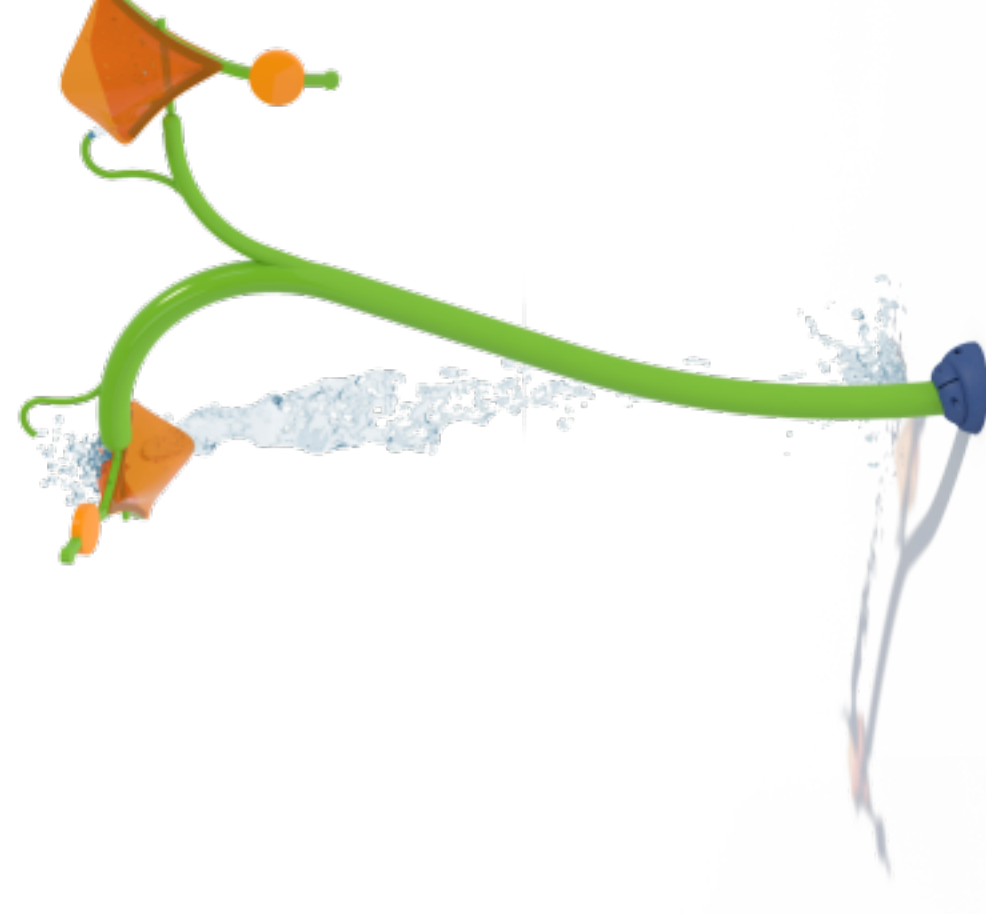
⑥ **SEA SERPENT No.2**
\$12,500



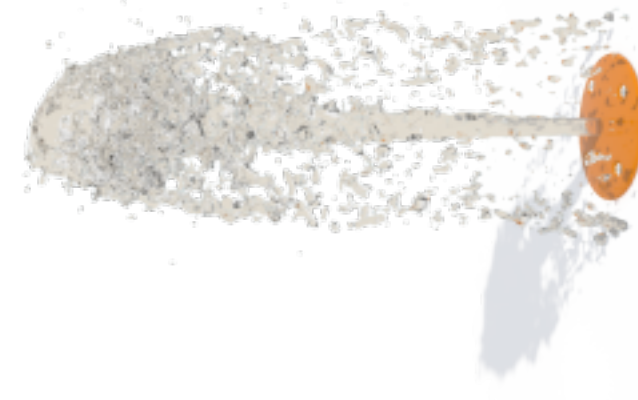
⑦ **SEAWEED No.3**
\$7,500



⑧ **BOW No.1**
\$6,500



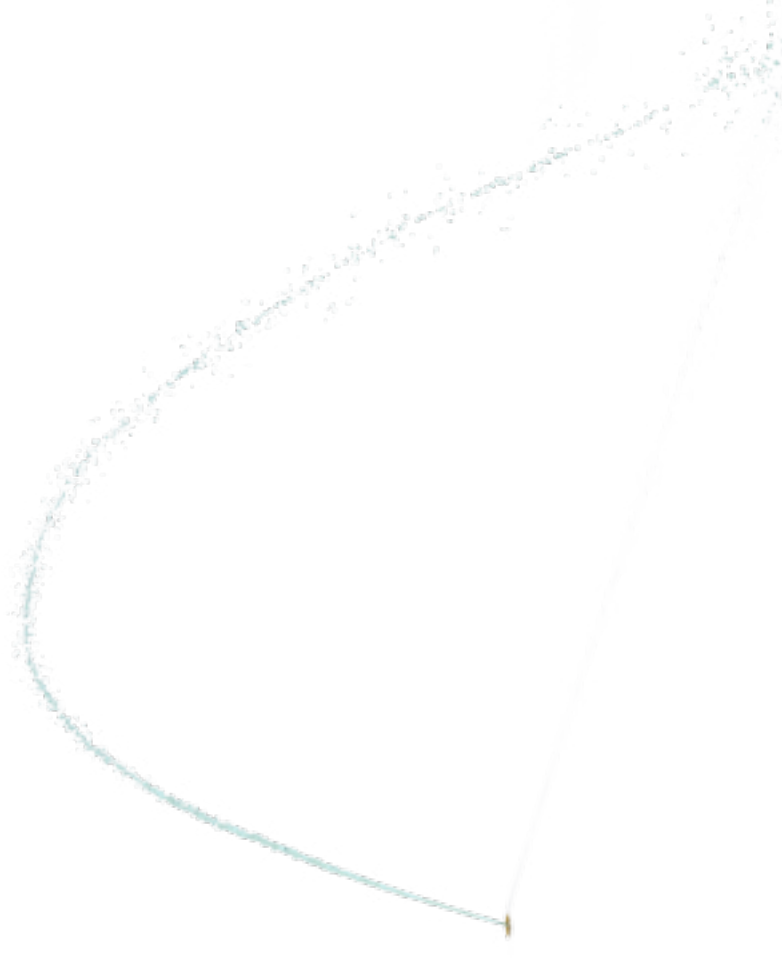
⑨ **FLOWER No.5**
\$10,000



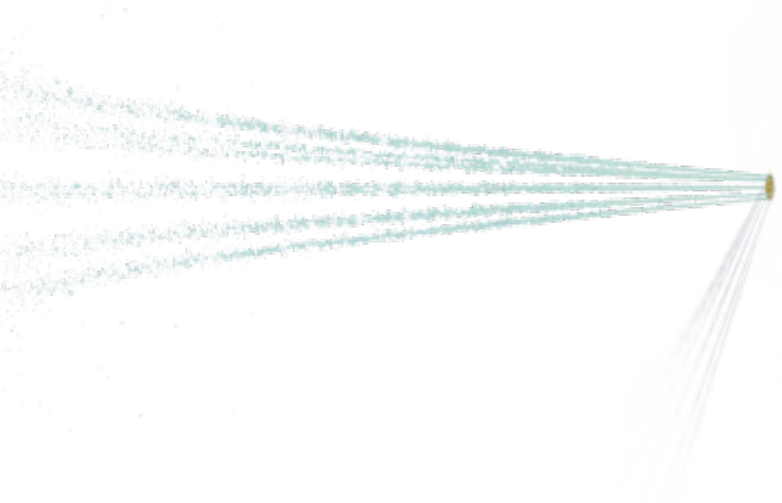
⑩ **FOAMING GEYSER No.2**
\$2,000



⑭ **PLAYSAFE DRAIN**
\$2,000



⑫ **DIRECTIONAL JET No.1**
\$500



⑬ **GROUND GEYSER**
\$500

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, MARCH 15, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. City Council Agenda Request (*Ben Smith*)
 - 2. Public Works Updates
 - 3. Replacement of the Main Lift Station Generator Discussion
 - 4. DNR Outdoor Recreation Grant Update

- F. Adjournment**



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

Instructions: If you want official action on an item not on the agenda, please complete this form and return it to the office of the City Clerk at City Hall. All applicable areas must be completed or the form will not be accepted. Your completed request will be presented at the next Committee of a Whole meeting.

1. Name (please print): Ben Smith

Organization (Required if Applicable):

2. Address (please print):

3. Telephone No.:

4. Agenda item subject: Fencing broken due to snow being plowed into it.

5. Action requested: Resolution to ensure fence is fixed to the condition it was in before incident

6. Reasons for requested action: City plow driver was outside of city limits operating in an area whereas there is no agreement with the township, furthermore there has been inconsistency in when road is being plowed due to this lack of agreement.

5-6 panels of fencing were ruined as a result.

7. Signature (Required): Benjamin Smith Digitally signed by Benjamin Smith Date: 2022.03.10 07:00:42 -06'00'

CITY USE ONLY:

Date/Time Received: 3/10/2022, 8:00 am

Received by: Jaden Strand



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Matt Sylvester, Public Services Director
Date: March 15, 2022
Subject: Public Works Updates

Streets:

- Crews have now completed their annual tree trimming list.
- Crews spent a lot of time plowing snow this season and I think were nearing the end.
- The remaining 17 street lights downtown and in Bluebird Park will be converted to an LED light this spring. It also turns out that there is a rebate from Conexus Energy for \$35.00 per light that staff will be taking advantage of.
- There have been some potholes showing up lately that staff has been patching and will continue through spring.

Storm:

- With the rain that we received followed by some warmer weather crews have been out opening up catch basins.
- Many repairs were made to the street sweeper over winter in preparation for spring clean-up.
- Staff will continue to do some brush cutting in storm ponds while the ground is still frozen as routine maintenance only.

Sewer:

- The lift station pumps have been ordered and will be replaced this spring into summer.
- The WWTP is now utilizing the filters and the clarifiers. These are bypassed for the majority of the winter in winter running mode. This allows staff time to do a number of maintenance items related to the WWTP.
- We did receive the transfer pump that was in the CIP plan for the WWTP. As the ponds begin to thaw staff will be utilizing it to help minimize any odor issues.

Water:

- The water meter change out continues to be on hold. We have received the majority of the water meters but are waiting on the Nicor connectors. The Nicor connectors are used to connect the meter to the antenna. I have been given a couple different shipment dates but have not received them as of yet. Once we receive them, we can notify residents and start the installs.
- Currently we are running on the back-up Cl2 system at the WTP. Staff switches to the back-up system annually to ensure it will work if we have an emergency. This also allows staff time to perform maintenance on the Miox machine and the CL2 pumps at the WTP.
- Staff is also in the process of replacing some piping for the Cl2 pumps due to the number of leaks that have been appearing.

Parks:

- The Sledding Hill and the pleasure rink at Bluebird Park have seen a significant amount of thawing recently. Both were a success this winter and were used frequently.

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING



TUESDAY, APRIL 19, 2022 – 5:00 P.M.
CITY HALL

Pursuant to Minn Statute 13D.02, Councilmember Gordon will be participating in the meeting from Subway, 945 Eagle Drive New Town, North Dakota 58763 due to working out of state.

The public can view the City Council meeting in person or by visiting this website:

<https://us06web.zoom.us/j/83619611438?pwd=Vzd6UGRxWXRzbldiTTFrSXhld0Qxdz09>

or by calling into this number +1 312 626 6799 US with this meeting ID: 836 1961 1438 and passcode 215299.

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

- E. Committee Meeting Items**
 - 1. Agenda Request (*Christopher Peterson*)
 - 2. Agenda Request (*Christine Schulze*)
 - 3. Police Updates
 - 4. 3.2 Temporary Liquor License Discussion

- F. Adjournment**



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

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1. Name (please print): CHRISTOPHER PETERSON
Organization (Required if Applicable): PETERSONS PROMOTIONS

2. Address (please print): [Redacted]

3. Telephone No.: [Redacted]

4. Agenda item subject: COMMUNITY BOARD IN ENTRY WAY IN ISANTI LIQUOR STORE - W/ COMMUNITY BUSINESSES ON IT - NO FEE TO CITY - FREE DONATION -

5. Action requested: TO DONATE A NICE WOOD TRIMMED COMMUNITY BOARD - W/ BUSINESS ADS, TO - MAKE ENTRY WAY MORE INVITEARIS IN APPEARANCE - PETERSONS PROMOTIONS WOULD KEEP ORGANIZED ON REGULAR BASIS

6. Reasons for requested action: A TRIMMED POSTING BOARD WOULD BE AN OUTLET FOR COMMUNITY BUSINESSES TO GET BETTER EXPOSURE

7. Signature (Required): [Handwritten Signature]

CITY USE ONLY:

Date/Time Received: _____ / _____ am /pm

Received by: _____



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

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1. Name (please print): Christine Schulze

Organization (Required if Applicable):

2. Address (please print): [Redacted]

3. Telephone No.: [Redacted]

4. Agenda item subject: Account Late Fee of \$5

5. Action requested: Remove \$5 Late Fee from my account

6. Reasons for requested action: My Payment was Paid Early for March. See Provided Bank Printouts Sent To Jeff Johnson

7. Signature (Required): Christine Schulze

CITY USE ONLY:

Date/Time Received: / am /pm

Received by:



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Jaden Strand, City Clerk
Date: April 19, 2022
Subject: 3.2 Liquor License Discussion

Background:

The temporary 3.2 liquor application states a request **may not exceed four (4) consecutive days** and has been common practice for 3.2 licenses issued. However, City Code does not specify a day limit. State Statute (340A.403) states that temporary 3.2 licenses are subject to terms by the issuing City.

For reference, **a temporary on-sale intoxicating liquor license**, City Code specifies that the City may not issue more than three four-day, four three-day, six two-day or 12 one-day temporary licenses (in any combination) not to exceed 12 days total to any one organization or for any location in the City, within a twelve-month period.

Request:

Staff would like direction if 3.2 liquor licenses terms should be consistent with a temporary on-sale intoxicating liquor license **or** no limit on the number of consecutive days a license can be issued for.

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, MAY 17, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Liquor Updates
 - 2. Benches for Bluebird Park Amphitheater
 - 3. Parking on 1st Ave NW
- F. Adjournment**



Liquor Store Updates

5/17/22

New Business:

1. Gross Sales Numbers

- February 2022 = \$366,292.88
 - 28.62% profit margin
 - + \$85,960 vs 2021 (+23%)
- March 2022 = \$324,405.04
 - 27.63% profit margin
 - + \$82,555 vs 2021 (+25%)
- April 2022 = \$432,558.02
 - 27.75% profit margin
 - + \$85,088 vs 2021 (+24%)
- YTD through April = \$1,561,656.40 gross sales
 - 27.74% Profit Margin
 - Averaging 23% sales increase per month vs last year

2. Sales by Category January through April

- Beer 46%
- Liquor 37%
- Wine 12%
- 6% Sales (Pop/Juice/Mix) 2%
- Tobacco 2%
- Non-Alcoholic 1%
-

3. Transaction Count YTD through April is 50,940

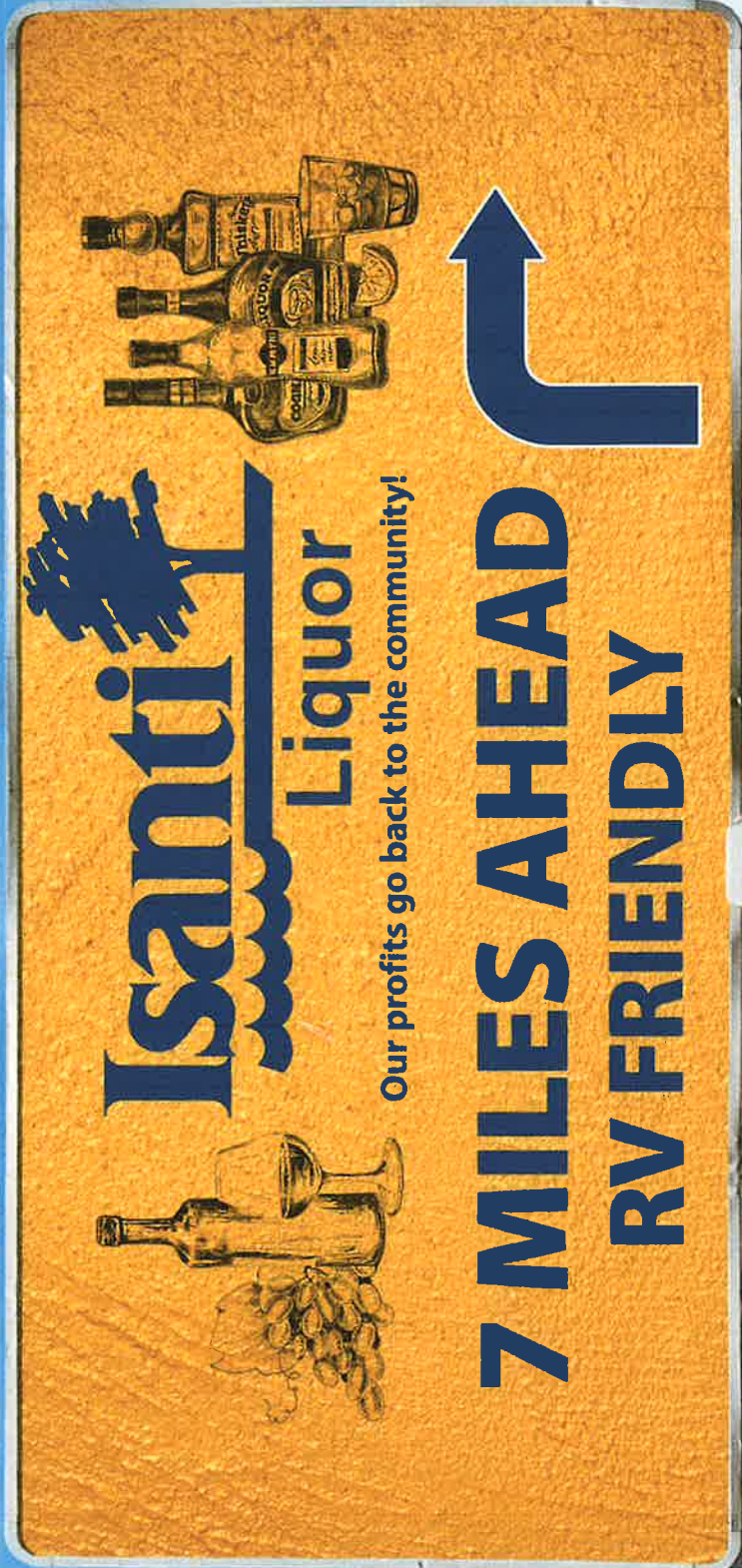
4. Billboard Update

- Lamar sold us a billboard that wasn't actually available. We'll have a different billboard going up the third week of May. See attachment for reference.

5. Recently completed Beverage Alcohol Training with all staff

LAMAR

For illustrative purposes only. Actual structure configuration and appearance may vary.



The advertisement is displayed on a large, rectangular sign with a textured, light-brown background. At the top left, there is a detailed illustration of a wine bottle and a glass, with a bunch of grapes below them. In the center, the word "Isanti" is written in a large, stylized, blue font with a wavy underline. To the right of "Isanti", the word "Liquor" is written in a smaller, blue, sans-serif font. Below "Liquor", the slogan "Our profits go back to the community!" is written in a blue, sans-serif font. At the top right, there is an illustration of several liquor bottles and glasses, including one with a slice of orange. Below the slogan, the text "7 MILES AHEAD" is written in a large, bold, blue, sans-serif font. To the right of "7 MILES AHEAD", the text "RV FRIENDLY" is written in a smaller, bold, blue, sans-serif font. A large, blue, L-shaped arrow points from the slogan area towards the "RV FRIENDLY" text.

LAMAR

0000

Isanti Police Department

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

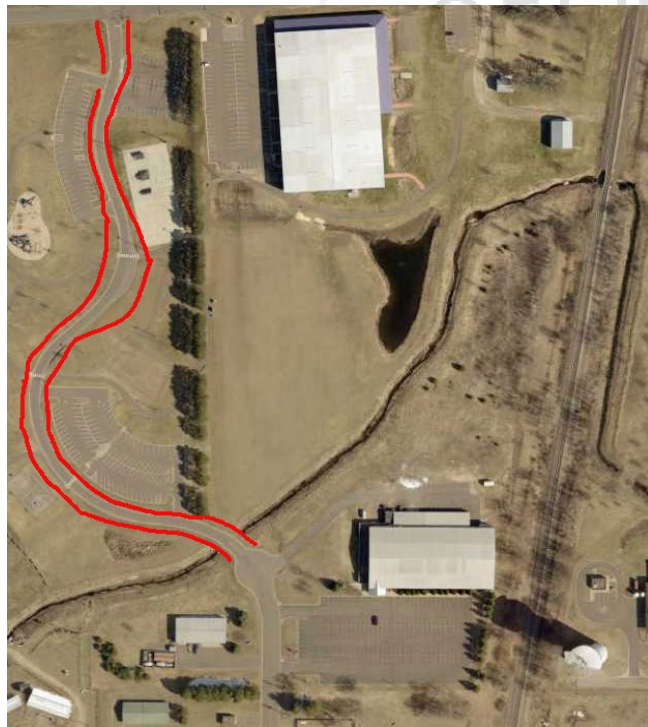


Memo for Committee for Discussion

To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Police Chief
Date: May 17th, 2022
Subject: First Ave NW parking

Background:

First Ave NW is not signed "No Parking" During events at the Ice Arena, persons do park on First Ave making it difficult for traffic to drive on the roadway.



Request:

Staff is requesting council discussion on proposed designation of no parking on the narrow portion of First Ave. If Committee recommends to post no-parking signs, there will be a be an Ordinance amendment to Chapter 227 of City Code

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

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, JUNE 21, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Agenda Request (*Scott Boecker*)
 - 2. Public Works Updates
 - 3. Parking on Unity Blvd Discussion (*Jimmy Gordon*)
 - 4. Filling Pools Discussion (*Jimmy Gordon*)
 - 5. Dynamic Sign Discussion (*Steve Lundeen*)
 - 6. East Central Regional Library Link Sign Discussion (*Paul Bergley*)

- F. Adjournment**



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

Instructions: If you want official action on an item **not on the agenda**, please complete this form and return it to the office of the City Clerk at City Hall. **All applicable areas must be completed or the form will not be accepted.** Your completed request will be presented at the next Committee of a Whole meeting.

1. Name (please print): Scott Boecker
Organization (Required if Applicable): STMB Power LLC

2. Address (please print): _____

3. Telephone No.: _____

4. Agenda item subject: Property / business parking

5. Action requested: Have area to park on property. 40x25, class 5 rock on NW side of building

6. Reasons for requested action: Received complaint of parking on grass.

7. Signature (Required): 

CITY USE ONLY:

Date/Time Received: 6/8/2022 2:50 pm

Received by: Jasen Strand



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Matt Sylvester, Public Services Director
Date: June 21, 2022
Subject: Public Works Updates

Streets:

- Crews ran into a delay filling pothole this spring. The asphalt plants where we normally get the fine material used to fill shallower potholes were doing upgrades and stopped making it for most of May.
- Staff will only be painting the curb lines with yellow traffic paint this year. The white traffic paint used to paint crosswalks, stop bars and parking lots is unavailable and on backorder through vendors.
- The 2022 Lighting In-fill will be completed soon. Connexus Energy has called in locates for them.

Storm:

- All of the streets have been swept as part of our spring clean-up. The street sweeper had a main broom pump go bad and has been getting repaired. The repair has been completed will be back out in preparation for Jubilee Days.
- A storm drain on R/R Ave between Palomino Rd and Pond Street has not been draining correctly. The storm drain repair will be completed during this year's Pavement Management Project.
- There is another storm drain on the southside of the RRBMX building that is creating some sink holes near the storm pond. That repair will be completed this summer.

Sewer:

- The lift station pumps have been ordered and we are waiting on the contractor to install those. summer.
- The Air Release Valves have been ordered. We should be receiving them mid-July.
- It was discovered that an airline is leaking from the blower building to the aeration ponds. This is likely a gasket that is failing do to heat from the blowers. We are waiting on quotes to have that repair made.

Water:

- The water meter change out continues to be on hold. We are waiting to receive the data collectors for the fixed network. Once we receive them and have and have them installed, we can notify residents and start the water meter changeout.
- Hydrant flushing went very well this spring. We will be changing the map for next year with the growth that has taken place in certain areas.

Parks:

- The Community Garden had a makeover this spring with the addition of more raised garden beds. Black dirt was added to the plots and a fresh layer of mulch was added to all the walking areas.
- We are waiting for some grading to take place at the Archery Range. Once that is completed the Archery Range will start to take form.
- Crews had been prepping for our first dance that took place on Saturday.

A Community For Generations.



MEMO for Committee of the Whole

To: Mayor Johnson and Members of the City Council
From: Stephanie Hillesheim, Community Development Director
Date: June 16, 2022
Subject: Dynamic Community Sign

Background

The City has been researching the potential for constructing a dynamic sign to advertise City events and information as well as for advertising the Liquor Store. The following information has been concluded through research and indicate the need for further direction on this matter.

State and City Requirements

Annual permit fee for advertising along interstate and primary highways for signs between 50 square feet and 300 square feet (City of Isanti allows 200 square feet maximum in the HWY 65 Overlay District) is \$60.00.

The setback for a freestanding sign on HWY 65 is 10 feet from the Right of Way. A maximum of one (1) freestanding sign is permitted per 2 acres and 300 linear lot frontage.

In the HWY 65 Overlay District the sign standards state the base of the sign shall be enclosed with brick, with a minimum four (4) foot brick base required. A maximum sign area of 200 square feet is allowed in the HWY 65 Overlay District. Dynamic Signs can be up to 80% of that allowed sign area. The maximum height of a freestanding sign is 45 feet in this district.

State Statute 173.08 does allow advertising devices for off-premise locations under the following conditions:

State Statute 173.08

(7) advertising devices of which the advertising copy or the name of the owner thereof is in no part visible from the traveled way of the aforesaid highways;

(8) advertising devices which are located, or which are to be located, in business areas and which comply, or will comply when erected, with the provisions of sections [173.01](#) to [173.27](#);

The City does allow off premise signs as long as they meet the requirements for the district for which the sign is located and permission of the property owner has been documented.

Dynamic sign standards for illumination and image duration are set within the City Ordinance, which coincides with the requirements set in MN State Statute.

Location

City Staff does interpret a community sign would be allowed along HWY 65 in a few desirable locations.

The cost for a dynamic sign that meets the requirements of the district can be costly, but are seen as a positive alternative way for community members to access information. It would be ideal to make a plan for how and when to pay for the sign, and any costs associated with the location.

Request:

City Staff is looking for direction on the following items:

- Timeline
- Aggregate cost
- Consensus to begin preliminary planning of potential sites

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, JULY 19, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Isanti Indoor Arena Restroom Request**
 - 2. Rental Inspection Timeline Discussion**
 - 3. Police Updates and Discussion**

- F. Adjournment**



Memo for COW

To: Mayor Johnson and Members of City Council
From: Jordan Clementson, Parks, Recreation, & Events Coordinator
Date: July 13th, 2022
Subject: Isanti Indoor Arena – Public Bathrooms and Warming House

Background:

It is requested that Committee of the Whole consider the proposal from Rum River BMX concerning the public bathrooms at the Isanti Indoor Arena. They would like to remove the bathrooms from public use and take over the responsibility of securing, cleaning, and stocking the bathrooms for their own events. Bathroom availability would be at the discretion of Rum River BMX. They have expressed that the restrooms are always dirty and are frequently vandalized. This is a poor reflection on the City and Rum River BMX when events are hosted there. Bluebird Park will have bathroom facilities added with the construction of the splash pad in the summer of 2023. This would remove the need for public bathrooms at the Isanti Indoor Arena during the summer. Currently most people are utilizing the portable restrooms in the park over walking to the IIA.

Rum River BMX has also expressed interest in taking over the warming house area for their use as well. City staff have been looking into other options for a small warming house, such as a shed that can be placed in the park for the winter and be removed after the skating season. The current location of the warming house is a long walk from the actual skating rink. It would be great to have a warming house right next to the ice and we could place portable restrooms near the shed.

City staff have been internally discussing the future of the IIA. Staff feels there is an opportunity to sell the IIA to Rum River BMX. It could be a benefit to both entities. If we give up the bathroom and warming house the City will have no use in the building. The City could use funds from the sale for other projects. Rum River BMX would have autonomy to do what they wish in the building with out seeking council approval. Rum River BMX could see major cost savings in purchasing the facility over the current payment structure in place. Finance Director, Mike Betker, can elaborate more on this topic.

Request:

Staff is requesting direction on the following items:

- Giving Rum River BMX control of the public restrooms at the IIA
- Giving Rum River BMX control of the warming house area at the IIA
- To pursue potential sale of the IIA to Rum River BMX

Attachment:

Agenda Item Request from Rum River BMX



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

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- 1. Name (please print): Josh Robinson
Organization (Required if Applicable): Rum River BMX

- 2. Address (please print): [REDACTED]

- 3. Telephone No.: [REDACTED]

- 4. Agenda item subject: Public Restrooms on SW corner of Isanti Indoor Arena

- 5. Action requested: Remove Restrooms from open public use and turn responsibility for securing, cleaning, and stocking bathrooms over to Rum River BMX. Bathroom availability would be at the discretion of Rum River BMX.

- 6. Reasons for requested action: Bathrooms are never cleaned as is, constantly being vandalized, and a burden for the city to take care of.

- 7. Signature (Required): [Signature]

CITY USE ONLY:

Date/Time Received: _____ / _____ am / pm

Received by: _____



MEMORANDUM

TO: Committee of the Whole

FROM: Stephanie Hillesheim, Community Development Director

DATE: July 13, 2022

SUBJECT: Rental Inspection Timeline

Overview/Background

The Community Development Department conducts bi-annual inspections on all licensed rental units in the City of Isanti. The operating license deadline expires each year on December 31st of each year and license renewals are expected to be filed at least 60 days prior to the expiration date.

Following the receipt of renewal applications, the Building Official and the Community Development Specialist conduct rental inspections on each unit. These inspections are completed starting January 1st of each year.

Analysis

Since, Ryan Saltis and Matt Small having been working together on the Rental Licensing program they have been streamlining the process and have been finding ways to improve the experience for landlords and renters in Isanti. It has been discovered that conducting the inspections during the winter months presents its own set of challenges including unplowed driveways, snowy roads postponing scheduled inspections for landlords not residing in Isanti and increase messes when inspecting homes.

City staff would like the Committee's consideration of revising Chapter 256-7 of City Code to change the annual expiration date of rental licenses to June 1st of each year, allowing for more time to conduct inspections in better weather.

If the committee concurs that Staff can move forward with this change, the Community Development Department will review all of Chapters 253 and 256 referencing Rental Inspections and Licensing to ensure any additional recommendations for change will be made at the same time.

Attachments

- Chapters 253 and 256 City Code

Chapter 253

RENTAL DWELLINGS

[HISTORY: Adopted by the City of Isanti 5-6-2008 by Ord. No. 434. Amendments noted where applicable.]

§ 253-1. Purpose and intent.

It is the purpose of this chapter to protect the public health, safety and welfare of citizens of the City that have as their place of abode a living unit furnished to them for the payment of a rental fee to another. It is the intent of this chapter that uniform standards be established and applicable for all rental dwellings in the City.

§ 253-2. Definitions.

The following words and terms used in this chapter are construed and defined as follows:

DWELLING OR LIVING UNIT □ A single unit providing complete independent living facilities for one or more persons including permanent provisions for living, eating, cooking, and sanitation. **[Amended 7-20-2021 by Ord. No. 763]**

OPERATE □ To charge a rental fee for the use of a living unit in a rental dwelling.

RENTAL DWELLING □ Any building with living unit(s) for hire. □ Rental dwelling □ does not mean on-campus dormitories, hospital units, nursing home units, assisted living units, and hotels or motels with daily rental units, located within the City, all of which shall be specifically exempt from registration and license under this chapter.

§ 253-3. License required; term; renewals.

No person, firm, corporation or other entity shall allow to be occupied or let to another a living unit in a rental dwelling for which a license has not been granted by the City. The license shall be issued biennially and shall expire on December 31, the second year after issuance. License renewals shall be filed at least 60 days prior to license expiration.¹

§ 253-4. Application for rental dwelling license.

A. Applications for rental dwelling licenses shall be made in writing to the City by the owner of the dwelling units or his/her legally designated agent. Before any rental dwelling license shall be issued or renewed, the owner shall complete an application. The following persons shall be authorized to sign and submit the application:

- (1) If the owner is a natural person, the owner thereof.
- (2) If the owner is a corporation, an authorized officer or agent thereof.
- (3) If the owner if a partnership, by a general partner thereof.

B. The registration statement shall be made on forms prescribed by the City and shall

1. Editor's Note: Former § 253-4, Residency requirements for owners, which followed this section, was repealed 11-4-2020 by Ord. No. 739, which ordinance also provided for the redesignation of former §§ 253-5 through 253-19 as §§ 253-4 through 253-18, respectively.

include:

- (1) The name, address and phone number of the owner of the rental dwellings.
 - (2) The name, address and phone number of any operator or agent actively managing the rental dwelling. If off site, provide further data as to who it is.
 - (3) If the operator or agent is a business entity, the names, telephone numbers, and addresses of individuals who will be involved in such management, together with a description of the scope of services and manner of delivering these services by the manager.
 - (4) If the registrant is a partnership, the name, address and phone number of all partners.
 - (5) If the registrant is a corporation, the name, address and phone number of all officers.
 - (6) If the rental dwelling is being sold on a contract for deed, the name and address for the vendees.
 - (7) The legal address of the rental dwelling.
 - (8) The number of units within the rental dwelling.
- C. Notification by the rental operator shall be given to the City within five business days with any change of information as required and stated in the initial application.

§ 253-5. Fees.

A. License fees.

- (1) Fees established; due date. License fees as set by the adoption of a fee schedule by the City Council shall be due 60 days prior to the license expiration date. (In the case of a new unlicensed rental dwelling, the license fee shall be due upon issuance of the certificate of occupancy prior to becoming a rental unit). In the case of licensing periods of less than two years, license fees shall be at the full rate as shown on the City's fee schedule. A license fee shall be collected for each unit in a rental dwelling, except owner-occupied units, which shall be exempt from inspection. **[Amended 8-18-2009 by Ord. No. 462]**
- (2) Filing due date and penalty. License renewal letters shall be sent to license holders 90 days before the expiration date of the license. An applicant shall have 30 days from the date stated in the letter to submit a completed application. A completed application includes all fees and relevant items. If the completed application is received in a time period after the thirty-day window, in the time period of 60 to 30 days before the expiration date of the license, the fee shall be 125% of the original fee charged for license renewal. If the completed application is received with less than 30 days before the expiration date of the license, the fee shall be 150% of the license renewal fee. If the application fee is received after the expiration date of the license, the fee shall be 200% of the license fee. Failure to maintain the license on a current

basis shall constitute a violation of this chapter. **[Amended 11-4-2020 by Ord. No. 739]**

- B. Reinspection fee. A fee as set by the City Council shall be charged for all reinspection necessary after the first reinspection prior to the receipt of a license. The reinspection fee(s) will be payable at the time of license renewal for the property.

§ 253-6. Conditions of license issuance.

- A. Compliance with chapter. The City shall issue a rental dwelling license if the building and the application are found to be in compliance with the provisions of this chapter.
- B. Conformance to laws. No rental dwelling license shall be issued or renewed unless the rental dwelling and its premises conform to the ordinances of the City and the laws of the State of Minnesota.
- C. The Council, in its discretion, may have the right to refuse to issue or renew a license for any premises on which taxes, assessments or other financial claims of the City are delinquent or unpaid. Delinquent or unpaid taxes, assessments or other financial claims of the City on the premises for which the license has been issued may be grounds for the revocation of a rental license. **[Added 3-17-2009 by Ord. No. 456]**

§ 253-7. Inspections, investigations and maintenance.

- A. No rental dwelling license shall be issued or renewed unless the owner of the rental units agrees in his/her application to permit inspections pursuant to this section.
- B. Every housing dwelling unit shall maintain the standards as stated in Chapter 256, Residential and Nonresidential Property Maintenance Standards.
- C. The Building Official/Inspector, Fire Marshal and/or their designated representatives are hereby authorized to enter the property and premises to conduct inspections reasonably necessary to the enforcement of this chapter.
- D. Persons inspecting any rental dwelling as provided herein shall notify the license holder and/or applicant of all violations, if any, by issuing a written compliance order. Said compliance order shall direct that compliance on housing maintenance code violations be made in no more than seven days, unless extended by the Building Official/Inspector and/or Fire Marshal based on good cause. **[Amended 7-20-2021 by Ord. No. 763]**
- E. All units shall have the appropriate smoke and carbon monoxide detectors as required in the Minnesota State Building Code. **[Amended 7-1-2008 by Ord. No. 438]**

§ 253-8. Nontransferability of license.

No rental dwelling license shall be transferable to another person or to another rental dwelling. Every person holding a rental dwelling license shall give notice in writing to

the City within five business days after having legally transferred or otherwise disposed of the legal control of any licensed rental dwelling. Such notice shall include the name and address of the person succeeding to the ownership or control of such dwelling or dwellings.

§ 253-9. Conduct of licensed property.

- A. Disorderly premises. It shall be the responsibility of the licensee to see that persons occupying the living units conduct themselves in a manner as not to cause the premises to be disorderly. For the purpose of this section, a licensed property shall be deemed disorderly upon the repeated occurrence within any twelve-month period of any one or more of any of the following activities:
- (1) Any violation of federal, state, or local statutes regarding controlled substances.
 - (2) Prostitution or prostitution-related activity.
 - (3) Illegal gambling or gambling-related activity.
 - (4) Illegal sales or consumption of any controlled substance, including but not limited to drugs or alcohol.
 - (5) Actions which constitute a violation of any Minnesota Statutes relating to disorderly conduct.
 - (6) Events which disturb the peace and tranquility of the neighborhood.
 - (7) Congregating in a tumultuous, noisy or rowdy crowd.
 - (8) Loud music constituting a nuisance or disturbing the peace.
 - (9) Activities causing excessive pedestrian, bicycle or vehicular traffic and/or parking problems and congestion.
 - (10) Indecent exposure or lewd conduct.
 - (11) Maintaining or permitting a public nuisance² in violation of any Minnesota Statutes.
 - (12) Any firearms or weapons activities in violation of any Minnesota Statutes.
 - (13) Any underage tobacco use or possession in violation of Minnesota Statutes.
 - (14) Any other actions which constitute a public nuisance under federal, state, or local laws or ordinances.
- B. Enforcement authority. The City Administrator and his/her designee shall be responsible for enforcement and administration of this chapter. Authority to take any action authorized by this chapter may be delegated to the City Administrator or designee.
- C. Other rules. Other rules and regulations as stipulated in Minn. Stat. Ch. 504B, as

2. Editor's Note: See also Ch. 216, Nuisances, of this Code.

may be amended, also apply to this chapter.

D. Notice of violation.

(1) Upon determination by the City that a dwelling unit was used in a disorderly manner, as described in this section, the City shall give notice to the licensee of the violation and direct the licensee to take steps to prevent further violations. The disorderly manner shall be as defined in this section.

(2) Steps for notice:

(a) There shall be verification of the occurrence of conduct prohibited by this chapter.

(b) Letter is sent via certified mail to the applicant for the rental dwelling license and the rental maintenance company notifying them of the violation and ordering remediation. The notice shall be sent within one month of the occurrence of the most recent violation noted therein.
[Amended 7-20-2021 by Ord. No. 763]

E. Second instance.

(1) If a second instance of disorderly use of the dwelling unit occurs within three months of an incident for which a notice was given as specified in Subsection D of this section, the City shall notify the licensee to submit a written report of the actions taken and proposed to be taken by the licensee to prevent further disorderly use of the dwelling unit.

(2) This written report shall be submitted to the City within five days of receipt of the notice/report of disorderly use of the living unit and shall detail all actions taken by the licensee in response to all notices of disorderly use of the dwelling unit within the preceding three months.

F. Third instance. If a third instance of disorderly use of the dwelling unit occurs within three months after any two previous instances of disorderly use for which notices were given to the licensee pursuant to Subsections D and E of this section, the rental dwelling license for the rental dwelling may be denied, revoked, suspended or not renewed. An action to deny, revoke, suspend, or not renew a license under this section shall be initiated by the City which shall give to the licensee written notice of a hearing before the City Council to consider such denial, revocation, suspension or nonrenewal. Such written notice shall specify all violations of this section and shall state the date, time, place and purpose of the hearing. The hearing shall be held no less than 10 days and no more than 30 days after giving such notice.

G. Action of the City Council. Following the hearing, the City Council may deny, revoke, suspend or decline to renew the license for all or any part or parts of the rental dwelling or may grant a provisional license upon such terms and conditions as it deems necessary to accomplish the purposes of this section.

H. Eviction proceedings. No adverse license action shall be imposed where the instance of disorderly use of the living unit occurs during the pendency of eviction proceedings (unlawful detainer) or within 30 days of notice given by the licensee to

a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's dwelling unit. Eviction proceedings shall not be a bar to adverse license action, however, unless they are diligently pursued by the licensees. Further, any action to deny, revoke, suspend, or not renew a license based upon violations of this section may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.

- I. Evidence of disorderly manner. A determination that the rental dwelling unit has been used in a disorderly manner as described in this section shall be made upon substantial evidence to support such determination. It shall not be necessary that criminal charges be brought in order to support a determination of disorderly use, nor shall the fact of dismissal or acquittal of such criminal charge operate as a bar to adverse license action under this section.
- J. Serving notice. All notices given by the City under this section shall be personally served on the licensee, sent by certified mail to licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed rental dwelling.
- K. Council action not exclusive. Enforcement actions provided in this section shall not be exclusive, and the City Council may take any action with respect to a licensee, a tenant, or the licensed rental dwelling as is authorized by this chapter or state law.

§ 253-10. Landscaping; snow removal.

Each rental dwelling shall be maintained by its owner, occupant, operator or agent so that the yards, open spaces and parking facilities are kept in compliance with all applicable laws and ordinances. In addition, snow plowing or snow shoveling shall be regularly accomplished to maintain all sidewalks and parking areas in a safe condition.

§ 253-11. Fire control regulations. [Amended 7-20-2021 by Ord. No. 763]

An owner, operator or agent of a rental dwelling shall be responsible for compliance with the applicable provisions of the State Fire Code, including the keeping of all fire lanes open for emergency purposes.

§ 253-12. License revocation or suspension.

- A. Reason for action. The Council may revoke, suspend, deny or decline to renew any license issued under this chapter upon any of the following grounds:
 - (1) False statements on any application or other information or report required by this chapter to be given by the applicant or licensee.
 - (2) Failure to pay any application, penalty, reinspection, or reinstatement fee or any penalty required by this chapter. **[Amended 7-20-2021 by Ord. No. 763]**
 - (3) Failure to correct deficiencies noted in notices of violation in the time specified in the notice.
 - (4) Failure to comply with the provision of an approved mitigation plan in the case

of provisional licenses.

- (5) Any other violation of this chapter.
- B. Applicable sections. Revocation, suspension, and nonrenewal may be brought under either this section or § 253-9 of this chapter.
- C. Regular license. A regular license may be revoked, if at midterm, or not renewed, if at the end of a term, upon a finding that the premises are only eligible for a provisional license as provided in § 253-9 of this chapter.
- D. Written notice. A decision to revoke, suspend, deny or not renew a license shall be preceded by a written notice to the applicant or licensee of the alleged grounds therefor and the applicant or licensee will be given the opportunity for a hearing before the City Council before final action to revoke, suspend, deny, or not renew a license.
- E. Action of City Council. The City Council shall give due regard to the frequency and seriousness of violations, the ease with which such violations could have been cured or avoided and good-faith efforts to comply and shall issue a decision to deny, not renew, suspend, or revoke a license only upon written findings. The City Council may suspend or revoke a license or not renew a license for part or all of the rental dwelling.
- F. Reinstatement of license. Upon a decision to revoke, deny, or not renew a license, no new applicant for the same facility will be accepted for a period of time specified in a written decision of the City Council, not exceeding one year. Such new applications must be accompanied by a reinstatement fee, established by the City Council as set forth in Chapter 160, Fees, in addition to all other fees required by this chapter. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**
- G. No new rentals. A written decision to revoke, suspend, deny, or not renew a license or application shall specify the part or parts of the rental dwelling to which this applies. Thereafter, and until a license is reissued or reinstated, no living unit becoming vacant in such part or parts of the rental dwelling may be re-let or occupied. Revocation, suspension, or nonrenewal of a license shall not excuse the owner from compliance with all terms of this chapter for as long as any units in the rental dwelling are occupied.
- H. Failure to comply. Failure to comply with this chapter is a misdemeanor.

§ 253-13. No retaliation.

No licensee shall evict, threaten to evict, or take any other punitive action against any tenant by reason of good-faith calls made by such tenant to law enforcement agencies related to criminal activity, suspected criminal activity, suspicious occurrences, or public concerns. This section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms other than a prohibition against contacting law enforcement agencies.

§ 253-14. Summary of action.

When the conduct of any licensee or his/her agent, representative, employee or lessee or the condition of his/her dwelling is detrimental to the public health, safety and general welfare as to constitute a nuisance, fire hazard or other unsafe or dangerous condition and thus give rise to an emergency, the City shall have the authority to summarily condemn or close off such area of the rental dwelling.

§ 253-15. Appeals.

Any person aggrieved by a decision of the City to cease business or revoke or suspend the license shall be entitled to appeal to the City Council immediately by filing a notice to appeal. The City shall schedule a date for hearing before the City Council and notify the aggrieved person of the date. The hearing shall be conducted in the same manner as if the aggrieved person had not received summary action. The decision of the City shall not be voided by the filing of such appeal. Only after the City Council has held its hearing will the decision of the City be affected.

§ 253-16. Applicable laws.

Licensees shall be subject to all of the ordinances of the City and laws of the state related to rental dwellings. This chapter shall not be construed or interpreted to supersede or limit any other such applicable ordinance or law.

§ 253-17. Availability of information.

Rental applications, payment of fees and fine information may be obtained at City Hall offices during regular business hours.

§ 253-18. Violations and penalties. [Amended 7-1-2008 by Ord. No. 438; 7-20-2021 by Ord. No. 763]

By December 31, 2008, all owners of residential property subject to the terms of this chapter shall be in full compliance with the terms of this chapter. All violations of this chapter occurring thereafter shall be punishable as a misdemeanor as provided by Chapter 1, Article I, of this Code of the City of Isanti.

Chapter 256

**RESIDENTIAL AND NONRESIDENTIAL PROPERTY MAINTENANCE
STANDARDS**

[HISTORY: Adopted by the City of Isanti 7-20-2021 by Ord. No. 758. Amendments noted where applicable.]

ARTICLE I
General Provisions

§ 256-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning. Whenever the terms "dwelling unit," "premises" or "structure" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof."

ACCESSORY BUILDING □ A subordinate building or portion of the main building which is located on the same lot as the principal building, the use of which is incidental and accessory to the use of the principal building.

ACCESSORY USE □ A use that:

- A. Is incidental and subordinate in area, extent, and purpose to the principal use;
- B. Contributes to the comfort, convenience, or necessity of the principal use;
- C. Is located on the same lot or within the same building and within the same zoning district as the principal use by the same party as the principal use; and
- D. Will not alter the character of the area or be detrimental thereto.

APPROVED □ Bound by the authority having jurisdiction as meeting all applicable laws and codes.

BASEMENT □ The portion or portions of a building that is/are partly or completely below grade.

BEDROOM □ Any room or space intended to be used for sleeping purposes.

BOARDINGHOUSE □ A building other than a hotel or motel where, for compensation and by prearrangement for definite periods, meals and/or lodging are provided for persons not members of the principal family, not to exceed 10 persons.

BUILDING □ Any structure erected for the support, shelter, or enclosure of persons, animals, chattels, or movable property of any kind.

CITY INSPECTOR □ The City Administrator or the City Administrator's authorized representative.

CLEAN □ The absence of rubbish, garbage, vermin, and other unsightly, offensive, or extraneous matter.

DWELLING □ A structure or portion thereof designated or used predominantly for residential occupancy of a continued nature, including one-family dwellings, two-family dwellings, and multiple-family dwellings of three or more family dwelling units either rental or owner-occupied, but not including hotels and motels.

DWELLING UNIT □ A single unit providing complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

ELECTRICAL SYSTEM □ Any and all methods of transmitting electricity for use to

any dwelling, dwelling unit, or manufactured home.

EXIT A continuous and unobstructed means of egress to a public or private way and shall include intervening doors, doorways, corridors, ramps, stairways, smokeproof enclosures, horizontal exits, exit passageways, exit courts and yards.

FAMILY

- A. An individual, or a group of persons related by blood, marriage, or adoption, including foster children, living together as single housekeeping unit.
- B. Residents of a state-licensed community residential facility as defined and authorized by state law.
- C. A group of not more than six persons who need not be related by blood, marriage, or adoption, living together as a single housekeeping unit.

FLOOR AREA, GROSS The sum of the gross horizontal area of the several floors of such structure or structures measured from the exterior faces and exterior walls or from the center line of common walls separating dwelling units. Basement devoted to storage and/or off-street parking shall not be included.

FUNCTIONING In such a physical condition as to safely perform the service or services for which an item is designed or intended.

GARAGE DOORS The large overhead door or sliding or swinging doors on an attached or detached garage that allow a vehicle to enter.

GARBAGE Every accumulation of animal, vegetable or other matter that attends the preparation, consumption, display, dealing or storage of meat, fish, fowl, birds, fruit, or vegetables, including the cans, containers or wrappers wasted along with such materials.

GUARDRAIL or GUARD A building component or a system of building components located at or near the open sides of an elevated walking surface that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE BUILDING A building or part thereof that meets minimum standards for use as a dwelling or place of abode by one or more persons.

HABITABLE ROOM A room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, water closet compartments, laundries, furnace rooms, unfinished basements (those without required ventilation, required electric outlets, and required exit facilities), pantries, utility rooms with less than 50 square feet of floor space, foyers, communicating corridors, stairways, closets, storage space, workshops, hobby and recreation areas, and parts of the structure below ground level or in attics.

HEATING, VENTILATION AND AIR-CONDITIONING SYSTEM Any and all units, equipment, material and miscellaneous devices used in the process of heating, ventilating, and air conditioning of any dwelling, dwelling unit or structure.

IMPAIRED STRUCTURE Any structure that contains conditions dangerous to the public health, safety, and general welfare of the citizens or due to deterioration and lack of maintenance may reasonably be expected to cause a blighting effect upon surrounding properties. Impaired structures include, but are not limited to, those having or exhibiting faulty design or construction, failure to keep them in a proper state of repair, lack of

adequate lighting or ventilation, inability to properly heat, improper management, or any combination of these factors.

INFESTATION □ The presence within or around a dwelling of any insects, rodents, or other pests.

KITCHEN □ A space containing a sink with counter working space, adequate space for installing cooking and refrigeration equipment, and adequate space for the storage of cooking utensils.

LICENSED PREMISES □ The premises as stated in the application for an approved rental license, together with the rental dwelling unit or units, communal, shared, or public areas within a building containing the unit or units, and external common areas providing amenities to a building containing the unit or units, including but not limited to, common open space, yards, drives, garages, and parking areas, whether owned by the licensee, an association, or a third party.

LIVING ROOM □ A habitable room within a dwelling unit which is intended to be used primarily for general living purposes.

LOT □ A parcel of land of at least sufficient size to meet zoning and platting requirements for use, coverage, and area, and to provide such yards and other open spaces as are required by the City Zoning and Subdivision Ordinances.

MAINTENANCE □ To keep in a good state of repair; to preserve from deterioration and blight.

MANUFACTURED HOME □ As defined in the City Zoning Ordinance and shall include all buildings used or intended for use as part of the equipment of the manufactured home, whether a charge is made for the use of a manufactured home park and its facilities or not. A □manufactured home□shall be considered a dwelling under the provision of this chapter.

MULTIPLE OCCUPANCY □ The occupancy of a building that supports, shelters, or encloses more than one distinct use.

MULTIPLE-FAMILY DWELLING □ A building or portion thereof containing three or more dwelling units.

NONCOMBUSTIBLE □ Any material or a combination of materials which will not ignite or support combustion during a five-minute exposure. (Refer to UBC.¹)

NONRESIDENTIAL BUILDING □ A building or structure other than a dwelling or dwelling unit.

OCCUPANCY □ The purpose for which a building, or part thereof, is used or intended to be used.

OCCUPANT □ Any person residing in a dwelling, dwelling unit, rooming unit or manufactured home.

OCCUPIED AREAS □ For dwelling units, those areas designated and utilized as habitable space, as well as nonhabitable space, which are easily accessible and normally utilized by the occupant.

1. Editor's Note: See the Minnesota State Building Code.

OPERATOR □ The owners or their agents, who have charge, care, control, or management of a building or part thereof.

OWNER □ Any person who, alone, jointly, or severally with others, shall be in actual possession of, or have charge, care or control of, any building or a portion thereof within the City as owner, employee or agent of the owner, or a trustee or guardian of the estate or person of the title holder. Any such person representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as the owner.

PERMISSIBLE OCCUPANT LOAD □ The maximum number of individuals permitted to occupy a building or space within a building.

PERSON □ Includes a natural person, that person's heirs, executors, administrators or assigns, and also including a firm, partnership or corporation, its or their successors or assigns or the agent of any of the aforesaid.

PLUMBING SYSTEM □ All potable water supplies and distribution pipes, all plumbing fixtures and traps, all drainage and vent pipes, and all building drains, including their respective joints and connections, devices, and appurtenances within the property lines of the premises and shall include potable water treatment or using equipment.

PREMISES □ A platted lot or part thereof or unplatted parcel of land, either occupied or unoccupied or any dwelling or nondwelling structure, including such building, accessory structure, or other structure thereof.

PROPER CONNECTION TO AN APPROVED SEWER SYSTEM □ A functioning sewer connection free from defects, leaks, or obstructions with sufficient capacity to drain all fixtures or appliances which feed into it. The sewer system (be it municipal or private) must be capable of disposing of sewage in a safe, sanitary, and adequate manner.

PROPER CONNECTION TO AN APPROVED WATER SYSTEM □ A functioning plumbing connection free from defects, leaks or obstructions providing an uncontaminated, controllable flow of cold or heated water.

PUBLIC AREAS □ Those areas which are normally occupied or open to the general public.

PUBLIC HALL □ A hall, court, or passageway for providing ingress to or egress from a dwelling unit, which is not within the exclusive control of one family.

REFUSE □ All putrescible and nonputrescible waste solids including garbage and rubbish.

RENTAL FACILITY □ A residential or nonresidential building or development containing one or more units under single ownership where the building and/or unit are intended to be rented or let to tenants even if the owner occupies one or more of the units. □ Rental facility □ also includes a mobile home or similar development where the mobile homes are individually owned and the home site and surrounding premises are leased to the mobile home owner, but the remainder of the development is owned and controlled by a person.

REPAIR □ To restore to a sound and acceptable state of operation, serviceability, or appearance in the determination of the City Inspector.

RESIDENTIAL BUILDING □ A structure containing a dwelling unit.

RODENT HARBORAGE □ Any place where rodents live, nest, or seek shelter.

ROOMING UNIT □ Any room or group of rooms forming a single unit used or intended to be used for living and sleeping but not for cooking.

RUBBISH □ Wood, leaves, trimmings from shrubs, dead trees or branches thereof, shavings, sawdust, excelsior, wooden ware, printed matter, paper, paperboard, pasteboard, grass, rags, straw, boots, shoes, hats and all other combustibles not included under the term □garbage.□

SAFETY □ The condition of being free from danger and hazards which may cause accidents or disease.

SINGLE OCCUPANCY FACILITY □ A residential or nonresidential building or development containing one or more units where the units and surrounding premises are intended to be separately owned and which does not include any commonly owned interior or exterior areas.

SINGLE-FAMILY DWELLING □ A residential structure containing one dwelling unit where the structure and surrounding premises are held in single ownership.

STRUCTURE □ That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

SUBSTANDARD DWELLING □ Any dwelling which does not conform to the minimum standards established by state or local laws and ordinances.

SUPPLIED □ Paid for, furnished by, provided by or under the control of the owner, operator or agent thereof, of a building or portion thereof.

TWO-FAMILY DWELLING □ A residential structure containing two dwelling units having a single wall in common where the structure and surrounding premises are held in single ownership.

UNIT □ One or more rooms intended for the use of a single occupant.

UNSAFE □ As applied to a □structure,□a condition or combination of conditions which is dangerous or hazardous to persons or property.

UNSANITARY □ As applied to a □structure,□conditions which are dangerous or hazardous to the health of persons.

USE □ The purpose or activity for which the land or building is designated or intended, or for which it is occupied, utilized or maintained, and shall include the performance of such activity as defined by the performance standards of this chapter.

WATER CLOSET □ A toilet, with a bowl and trap made in one piece, which is connected to the City water and sewer system or other approved water supply and sewer system.

§ 256-2. Findings.

It is hereby found and declared that impaired structures contain conditions that may be dangerous or result in property blight and deterioration and impairment of property values, which adversely affect the public health, safety, and general welfare of the citizens of the City. It is found that impaired structures exist within the City due to,

but not limited to, faulty design or construction, failure to keep them in a proper state of repair, lack of adequate lighting or ventilation, inability to properly heat, improper management, and/or a combination of these factors. It is declared that the improvement of impaired structures and the prevention of existence of impaired structures in the future is in the best interest of the citizens of the City.

§ 256-3. Purpose.

- A. The City Council recognizes that improperly maintained structures and premises and the unreasonable overcrowding of dwellings has an adverse affect on the public health, safety, morals, and general welfare of the citizens of this community and, further, that such conditions contribute to the unnecessary, excessive, and disproportionate expenditures of public funds for public health, public safety, crime prevention, fire protection, and other public services. In order to address those and other, similar concerns, the City Council finds that the following objectives are important in achieving the goal of maintaining a safe and healthy community:
- (1) To protect the character and stability of all buildings and property within the City.
 - (2) To correct and prevent conditions that adversely affect or are likely to adversely affect the life, safety, general welfare, and health, including the physical, mental, and social well being of persons occupying buildings within the City.
 - (3) To provide minimum standards for heating, sanitation, ventilation, light, and maintenance necessary to the health and safety of occupants of buildings.
 - (4) To prevent, to the extent reasonably possible, the overcrowding of dwellings by providing minimum space standards per occupant for each dwelling unit.
 - (5) To provide minimum standards for the maintenance of existing buildings and thus prevent slums and blight.
 - (6) To preserve the value of land and buildings throughout the City.
- B. The City Council further finds that the enactment of this chapter is essential to the public interest and it is intended that this chapter be liberally construed to effectuate its purposes as stated herein.

§ 256-4. Scope.

This chapter applies to all residential and nonresidential structures and premises in the City, occupied or unoccupied, and constitutes the minimum standards for safe and sanitary occupancy and maintenance.

§ 256-5. Construction and application.

- A. This chapter applies to all matters affecting or relating to the maintenance and occupancy of structures and premises in the City, provided, where the provisions of this chapter conflict with other provisions of this Code, the most restrictive provisions govern. These provisions apply to all existing structures and premises

unless otherwise specifically provided herein.

- B. Meaning of certain words. Whenever words such as "dwelling," "dwelling unit," "premises," "building," "facility," or "structure" are used in this chapter, they are to be construed as though they were followed by the words "or any part thereof."
- C. Maintenance requirement. Whenever this chapter requires construction, reconstruction, modification, or repair to occur, it must be accomplished and maintained in accordance with all applicable building and occupancy codes.
- D. Responsibility for performance. The owner of the property is responsible for performance under this code; provided, other jointly responsible parties include, but are not limited to:
- (1) With respect to violations concerning the maintenance of common areas within a common interest facility, the association of that facility;
 - (2) With respect to violations concerning fixtures on the property, the owner or installer of those fixtures;
 - (3) With respect to violations concerning personal items on the property, the owner or any person in actual or legal control of those items;
 - (4) With respect to violations concerning specific areas or parts of the property under an occupant's or other person's exclusive control, that occupant or person.
- E. Violations a misdemeanor. In addition to other civil penalties specified herein, a person who violates any provision of this chapter is guilty of a misdemeanor. Each day of each violation constitutes a separate punishable offense.

ARTICLE II
Administration and Enforcement

§ 256-6. Inspections.

- A. Administration and enforcement. The City Inspector or the City Inspector's designate agents shall administer and enforce the provisions of this chapter, and they are hereby authorized to cause inspections on a scheduled basis or when reason exists to believe that a violation of this chapter has been or is being committed.
- B. Authority. When a City Inspector determines a violation, the Inspector's written evaluation of deficiencies shall be considered prima facie evidence in any subsequent litigation of a violation under this chapter.
- C. Inspection access. If any owner, occupant, or other person in charge of a dwelling, dwelling unit or manufactured home fails or refuses to permit free access and entry to the structure or premises under that person's control for an inspection pursuant to this chapter, the City Inspector may seek a court order authorizing such inspection.

§ 256-7. Licensing of rental units.

- A. Required; period; renewal; enforcing against owner-occupant. To allow for the systematic enforcement of this chapter upon all dwellings, including rental dwellings, no person shall, after the enactment of this chapter, operate a rental dwelling without first having obtained a license to do so from the City, as provided in Chapter 253, Rental Dwellings, of the Isanti City Code of Ordinances. Each such operating license shall be issued every two years and shall expire on December 31 of every other year. License renewals shall be filed at least 60 days prior to the license expiration date. If impairment should occur in an owner-occupied dwelling that threatens the health, safety, and welfare of the occupants or surrounding neighbors and property owners/renters, the City is empowered to enforce this chapter.
- B. Posting of license. Every licensee of a rental dwelling shall cause to be conspicuously posted in the main entryway or other conspicuous location therein the current license for the respective dwelling unit.

§ 256-8. Compliance and enforcement; violations and penalties.

- A. Compliance order. Whenever the City Inspector determines that any rental dwelling or unit fails to meet the provisions of this chapter, or if any owner-occupied dwelling fails to meet provisions, the City may issue a compliance order setting forth the violations of the chapter and ordering the owner or agent to correct such violations. This compliance order shall:
 - (1) Be in writing;
 - (2) Describe the location and nature of violations of this chapter;
 - (3) Establish a reasonable time for the correction of such violations; and
 - (4) Be served upon the owner or agent. Such notice shall be deemed to be properly

served upon such owner or agent, if a copy thereof is:

- (a) Served upon such person;
 - (b) Sent by registered mail to the last known address; or
 - (c) Upon failure to effect notice through Subsection A(4)(a) or (b), as set out in this section, posted at a conspicuous place in or about the dwelling which is affected by the notice.
- B. Penalty for violation of chapter. Failure to meet the requirements of the compliance order is a violation of this chapter and a misdemeanor and is subject to all penalties provided for such violation under the provisions of this Isanti City Code.
- C. Emergency cases. When a violation constitutes an imminent peril to life, health, or property, the City Inspector may require immediate compliance, and if necessary, take appropriate action to protect that life, health, or property.
- D. Unfit for human habitation.
- (1) Declaration. Any building, dwelling, dwelling unit, or rooming unit or manufactured home, which is damaged, decayed, dilapidated, unsanitary, unsafe, vermin- or rodent-infested, or which lacks provision for illumination, ventilation, or sanitary facilities to the extent that the defects create a hazard to the healthy, safety, or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any dwelling, dwelling unit, rooming unit or manufactured home has been declared unfit for human habitation, the City Inspector shall order same vacated within a reasonable time and shall post a placard on same indicating that it is unfit for human habitation, and any operating license previously issued for such dwelling shall be revoked.
 - (2) Vacated building. It shall be unlawful for a vacant building, dwelling, dwelling unit, rooming unit or manufactured home which has been declared unfit for human habitation to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the City Inspector. It shall be unlawful for any person to deface or remove the declaration placard from any such dwelling, dwelling unit, rooming unit or manufactured home.
 - (3) Securing unfit and vacated dwellings and buildings. The owner of any building, dwelling, dwelling unit, rooming unit, or manufactured home which has been declared unfit for human habitation, or which is otherwise vacant for a period of 60 days or more, shall make same safe and secure so that it is not hazardous to the health, safety, and welfare of the public and does not constitute a public nuisance. Any vacant dwelling or building with open at doors, windows, garage doors, or hatchways if unguarded, shall be deemed to be a hazard to the health, safety, and welfare of the public and a public nuisance within the meaning of this chapter and under the provisions of § 216-2, Public nuisances affecting health, safety, comfort or repose, of the Code of the City of Isanti.

- (4) Hazardous building declaration. If a building or dwelling has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the dwelling may be declared a hazardous building and treated consistent with the provisions of Minnesota statute.
- E. Execution of compliance orders by public authority. Upon failure to comply with a compliance order within the time set and no appeal having been taken, the Council may, by resolution, cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy shall be placed against the subject property and may be levied and collected as a special assessment in the manner provided by Minnesota statute.
- F. Right of appeal. When it is alleged by any person to whom a compliance order is directed that such compliance order is based upon erroneous interpretation of this chapter, such person may appeal the compliance order to the Council as a Board of Appeals. The filing of an appeal shall stay all proceedings, unless such a stay would cause imminent peril to life, health or property.
- G. Liability of ownership transferee. Anyone securing an interest in the dwelling, dwelling unit, rooming unit, or manufactured home which has received a violation tag or compliance order shall be bound by same without further service of notice upon such person and shall be subject to all penalties and procedures prescribed by this chapter.

ARTICLE III
Minimum Standards

§ 256-9. Basic requirements for maintenance of properties.

- A. Responsibility of owners. The owner of a dwelling shall be responsible for the maintenance of that structure and for meeting the provisions of this chapter. Those responsibilities may not be abrogated by a private agreement.
- B. Removal of basic equipment or facilities. No owner, operator, or occupant shall cause any facility or equipment which is required under this chapter to be removed from or shut off from any occupied building or dwelling unit, except for such temporary interruptions as may be necessary while actual repairs or alterations are in progress or during temporary emergencies.
- (1) Foundations, exterior walls, roofs. The foundation, exterior walls, and exterior roof must be substantially watertight and in sound condition and repair. The foundation must adequately support the building at all points. Every exterior wall must be free of deterioration, holes, breaks, loose or rotting boards or timbers, and any other condition that might admit rain or dampness to the interior portion of the walls or to the exterior spaces of the building. Exterior walls must be free of graffiti. All exterior wood surfaces must be protected from the elements by a protective covering or treatment. If 25% or more of the exterior surface is unprotected or the covering is blistered or peeling, the affected surface must be restored with a compatible protective covering or treatment. If the exterior surface of the pointing of any brick, block, or stone wall is loose or has fallen out, the surface must be repaired.
 - (2) Grading and drainage. Except for wetland and approved ponds, every yard, court, walkway, driveway, and other portions of the premises on which a building stands must be graded and drained so as to be free of standing water. The water must not be drained onto adjacent properties except as provided in legally recorded easements or other documents.
 - (3) Windows, doors, and screens. Every window, exterior door, and other exterior opening must be substantially tight and in sound condition and repair. Every window, other than a fixed window or storm window, must be capable of being easily opened. Every window, door, and frame must be constructed and maintained in such relation to the adjacent wall construction as to exclude rain, wind, and pests from entering the building. Every openable window in a rental facility or unit must be supplied with screens of not less than 16 mesh per inch during the insect season. Every openable window in a residential rental unit must be equipped with an approved lock if located less than six feet above the adjacent grade.
 - (4) Landings at doors. There must be a floor or a landing on each side of a door having a width not less than the width of the door or, in the case of a sliding door or atrium door, a width not less than six feet, and a length measured in the direction of travel of not less than 36 inches for residential facilities and 44 inches for nonresidential facilities. Landing surfaces more than 30 inches above the grade below must include a guardrail complying with the Minnesota

State Building Code.

- (5) Floors, interior walls, and ceilings. Every floor, interior wall, and ceiling must be kept in sound condition and good repair. Every floor must be free of loose, warped, protruding, or rotting floor materials. Every interior wall and ceiling must be free of holes, cracks, and loose plaster and must be maintained in a tight, waterproof condition. Paints with a lasting toxic effect must not be used. The floor of every toilet room, bathroom, and kitchen must have a smooth, hard, nonabsorbent surface capable of being easily maintained in a clean and sanitary condition. Nothing herein prevents the use of carpeting in such rooms, provided that the underlying floor complies with the requirements of this subsection.
- (6) Heating. No person is allowed to occupy, or to permit another person to occupy, any building or any part thereof that does not have heating facilities which are properly installed, which are maintained in safe and good working condition, and capable of safely and adequately heating all habitable rooms, bathrooms, and water closet compartments in every dwelling unit located therein to a temperature of at least 68°F., at a distance of three feet above floor level and three feet from exterior walls from October through May. Gas or electric appliances designed primarily for cooking or water heating purposes are not heating facilities within the meaning of this subsection. Portable heating equipment employing flame and the use of liquid fuel does not meet the requirements of this subsection and is prohibited. No owner or occupant is allowed to install, operate, or use a space heater employing a flame that is not vented outside the structure in an approved manner.
 - (a) No fuel-burning heater shall be of a portable type.
 - (b) Every fuel-burning heater shall have a fire-resistant panel beneath it.
 - (c) Every fuel-burning heater shall be properly vented to a chimney or duct leading to outdoor space.
 - (d) Every heater located within three feet of a wall shall be equipped with insulation sufficient to prevent overheating of the wall during periods of maximum operation.
 - (e) Every heater smoke pipe shall be equipped with guards properly constructed of nonflammable material at the point where the pipe goes through a wall, ceiling, or partition.
- (7) Fire extinguisher. All rental units shall be equipped with a fire extinguisher with a minimum rating of 2A 10BC. The extinguisher shall be located within the individual dwelling unit or common hallway or corridor within 75 feet of the dwelling unit door.
 - (a) Fire extinguishers will be checked to ensure proper servicing at least every two years as a requirement of obtaining a rental license. A tag with the name of the servicing company and the service date shall be affixed to the extinguisher and shall remain affixed until the next servicing.

- (8) Carbon monoxide detectors. Carbon monoxide detectors shall be installed and maintained per Minn. Stat. § 299F.51.
- (9) Electrical service in dwellings. Every dwelling unit and all public and common areas must be supplied with electric service, functioning over current protection devices, electric outlets, and electric fixtures which are properly installed, maintained in safe and good working condition in compliance with the edition of the National Electric Code in effect as of the date of construction or improvements thereto, and connected to a source of electric power in a manner prescribed by state and local laws, ordinances, rules, and regulations.
- (10) Light and ventilation. No person is allowed to occupy, or to permit another person to occupy, any dwelling or dwelling unit which does not comply with the following:
 - (a) Habitable room light and ventilation. Except where there is supplied some other device affording adequate ventilation and approved by the Compliance Official, every habitable room must have at least one window facing directly outdoors which can be opened easily. The minimum total of openable window area in every habitable room is the greater of 10% of the floor area of the room or 10 square feet. At least 1/2 of the required window area must be openable.
 - (b) Nonhabitable room ventilation. Every bathroom and water closet compartment and every laundry and utility room shall contain at least 50% of the ventilation required for habitable rooms contained in Subsection B(10(a) above, except that no windows are required if such rooms are equipped with a ventilation system which is approved by the Compliance Official.
 - (c) Public corridor and stairway light. Every public corridor and stairway in every common interest or rental facility must be adequately lighted by natural or electric light at all times at one footcandle at floor level. Every public corridor and stairway in structures containing not more than two dwelling units must be supplied with conveniently located light switches controlling the adequate lighting system which may be turned on when needed, instead of full-time lighting.
- (11) Door locks. No person is allowed to occupy, or permit another person to occupy, any dwelling or dwelling unit unless all exterior/exit doors of the dwelling or dwelling unit are equipped with safe, functioning locking devices. Residential common interest and rental facilities with common entrances must be furnished with door locks as follows:
 - (a) Every door that is designed to provide ingress or egress for a dwelling unit within a common interest or rental facility must be equipped with an approved lock that has a dead locking bolt that cannot be retracted by end pressure, provided such door must be openable from the inside without the use of a key or any special knowledge or effort.
 - (b) All multiunit rental structures with a central entrance lobby shall have a Fire District or Fire Agency lock box installed as one of the requirements

for issuing a rental license. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**

- (12) Kitchen. Every dwelling unit must have a room, or portion of a room, in which food may be prepared or cooked, which has an adequate circulation area, and is equipped with the following:
 - (a) A kitchen sink in good working condition and properly connected to an approved water supply system, which provides at all times an adequate amount of heated and unheated running water under pressure, and which is connected to an approved sewer system.
 - (b) Cabinets or shelves for the storage of eating, drinking, and cooking equipment and utensils, and for food that does not require refrigeration for safe keeping, and a counter or table for food preparation. Such cabinets or shelves and counter or table must be adequate for the permissible occupancy of the dwelling unit, and of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or deleterious effect to food.
 - (c) A stove or similar device for cooking food and a refrigerator for the safe storage of food at or below 40°F., which are properly installed with all necessary connections for safe, sanitary, and efficient operation.
- (13) Toilet facilities. Within every dwelling unit there must be a nonhabitable room equipped with a flush water closet in good working condition.
- (14) Lavatory sink. Within every dwelling unit there must be a lavatory sink. Such lavatory sink may be in the same room as the flush water closet or, if located in another room, the lavatory sink must be located in close proximity to the door leading directly into the room in which the flush water closet is located.
- (15) Bathtub or shower. Within every dwelling unit there must be a nonhabitable room equipped with a bathtub or shower in good working condition having an entrance door which affords privacy, unless the facilities are accessed only through a bedroom which does have such an entrance door.
- (16) Bedrooms. All areas used for sleeping must be habitable rooms, and provided with an emergency escape/rescue window meeting the Minnesota State Fire Code.
- (17) Stairways, porches, and balconies. Every stairway, inside or outside of a dwelling, and every porch, balcony, and deck must be kept in safe and structurally sound condition. Stairs, guardrails, and handrails must conform and comply with the edition of the to the Minnesota State Building Code in effect as of the date of construction or improvements thereto. Every porch, balcony, and deck 30 inches or more above grade must have a guardrail that conforms to the edition of the Minnesota State Building Code in effect as of the date of construction or improvements thereto. Except in a single occupancy residential facility, stairways having two or more risers must be provided with handrails on both sides.

- (18) Access. Access to or egress from each dwelling unit may not pass through any other dwelling unit.
- (19) Exterior lighting. Exterior parking areas and walkways must be illuminated a minimum of one footcandle at grade level. This provision does not apply to areas accessory to single-family and two-family dwellings.
- (20) Yards. Every yard on improved property must provide lawn or combined ground cover of vegetation, garden, hedges, shrubbery, and related ground cover meeting Section 15 of the Zoning Code.
- (21) Discontinuance of service or facilities. No owner, association, operator, or occupant may allow any service, facility, equipment, or utility required under this Code to be removed from or shut off from or discontinued for any occupied building or portion thereof, except for such temporary interruptions as may be necessary while actual repairs or alterations are in process, or during temporary emergencies, or in accordance with state and local laws and ordinances.
- (22) Site plans and building permits. All buildings, structures, and premises subject to the provisions of this section must comply with the provisions and conditions of any approved site plan and building permit.

§ 256-10. Pests.

- A. Harborage. All structures and exterior property must be free from rodent harborage and infestation. Boxes, lumber, scrap metal, and similar materials that can provide shelter to pests may not be allowed to accumulate either in or outside a structure in a manner that attracts pests. Materials permitted and approved for exterior storage must be neatly stacked.
- B. Food source. Any materials that may serve as a food source for pests, whether within a structure or on the premises, must be appropriately stored so as not to attract pests.
- C. Structures. All openings with a diameter of 1/2 inch or more in the exterior surfaces of a structure must be sealed.

§ 256-11. Garbage, rubbish, and recyclable materials.

Storage and disposal. Garbage, rubbish, and recyclable materials must be stored and disposed of in a clean, sanitary, and safe manner.

§ 256-12. Maintenance requirements.

- A. Screens and storm windows. For residential rental facilities, screens and storm windows as required by law must be installed in season.
- B. Sanitary fixtures. Fixtures within the building must be maintained in a clean and sanitary condition.
- C. Accessory structures. Accessory structures or buildings must be structurally sound, and be maintained in good repair and appearance. The exterior of such structures

must be made weather resistant through the use of decay resistant materials such as paint or other preservatives. Paint must be maintained.

- D. Safe building. Every foundation, roof, floor, exterior and interior wall, ceiling, inside and outside stairs, porch and balcony, and every appurtenance thereto, must be safe to use and capable of supporting loads required by the occupancy.
- E. Facilities to function. Every supplied facility, fixture, piece of equipment, or utility required under this Code and every chimney and flue must be installed, maintained, and must function effectively in a safe, sound, and working condition.

§ 256-13. Minimum requirements for dwellings and dwelling units.

No person is allowed to occupy, or to permit another person to occupy, any dwelling or dwelling unit for the purpose of living therein that does not comply with the following:

- A. Permissible occupancy of rental dwelling unit. Except for families as defined in this chapter, the number of occupants of a rental dwelling unit must not exceed two times the number of bedrooms in the dwelling unit.
- B. One family per dwelling unit. No more than one family is allowed to occupy a dwelling unit for the purpose of living therein.

§ 256-14. Securing and monitoring of premises and buildings.

- A. The Chief Building Official, the Fire Chief, the Chief of Police, and their designees, are authorized to order the immediate evacuation of a building or premises that poses an immediate threat to health and safety. Once evacuated, unsecured buildings or premises posing an immediate danger of sustaining property damage or threat to health and safety may be ordered immediately secured and placarded. Unauthorized entry onto placarded premises or into a placarded building, or the removal or defacing of a placard, is a misdemeanor. In all other cases, a vacant building that remains unsecured for a period of 48 hours or more is deemed a public nuisance and must be secured. City officials or their designees are authorized to enter private property and use reasonable force to enforce this clause.
- B. Manner of securing buildings. Boarding must be done with sound materials securely fastened to the building and painted with a color consistent with the adjacent surfaces, except that openings on walls facing street frontages must be covered with clear acrylic plastic sheets only. Nonresidential building exterior signage on the vacant portions must be removed, except signage used for sale or lease of the building as allowed by Section 16 of the Zoning Code.
- C. The premises of a vacant building must be maintained in an appropriate manner, including, but not limited to, mowing of yard areas; removal of weeds from parking areas, drives, medians, and landscaping; collection and removal of debris; and watering and maintaining landscaping and yard.

Isanti Police Department

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



To: Mayor Johnson and Members of the City Council
From: Travis Muyres, Police Chief
Date: July 19, 2022
Subject: Police Discussion

Current staffing:

- Chief
- Lieutenant
- Investigator
- School Resource Officer
- 6 patrol

Current patrol schedule:

Patrol shifts are 4:00am to 4:00 pm and 4:00pm to 4:00 am. The Chief, Lieutenant, Investigator and SRO primarily work day hours and assist patrol with priority calls.

Night shift is scheduled with 2 officers on each shift. Day shift is scheduled with one officer per shift.

	night 1	night 2	day 1
0:00			
1:00			
2:00			
3:00			
4:00			
5:00			
6:00			
7:00			
8:00			
9:00			
10:00			
11:00			
12:00			
13:00			
14:00			
15:00			
16:00			
17:00			
18:00			
19:00			
20:00			
21:00			
22:00			
23:00			

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

Isanti Police Department

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



Call volume:

Number of ICR's (Incident Complaint Report) per year

Year	# of ICR's
2014	5868
2015	6125
2016	8411
2017	8458
2018	8174
2019	8951
2020	10293
2021	9847

Mutual aid assistance:

When Isanti Police respond to a priority call [ie domestic, assault violent crime] procedure is to have minimum of 2 officers respond. When there is only one Isanti officer we request assistance from the Isanti Sheriff Office.

In 2021 Isanti Police requested mutual aid assistance from the Isanti County Sheriff Office on 39 incidents.

Response time:

In 2021 Isanti police have an average response time of **3.8 minutes** to priority call

In 2021 Isanti County Sheriff had an average response time of **9.2 minutes** when responding to Isanti to assist.

Officer workability:

Average patrol officer is scheduled approximately 180 shifts per year.

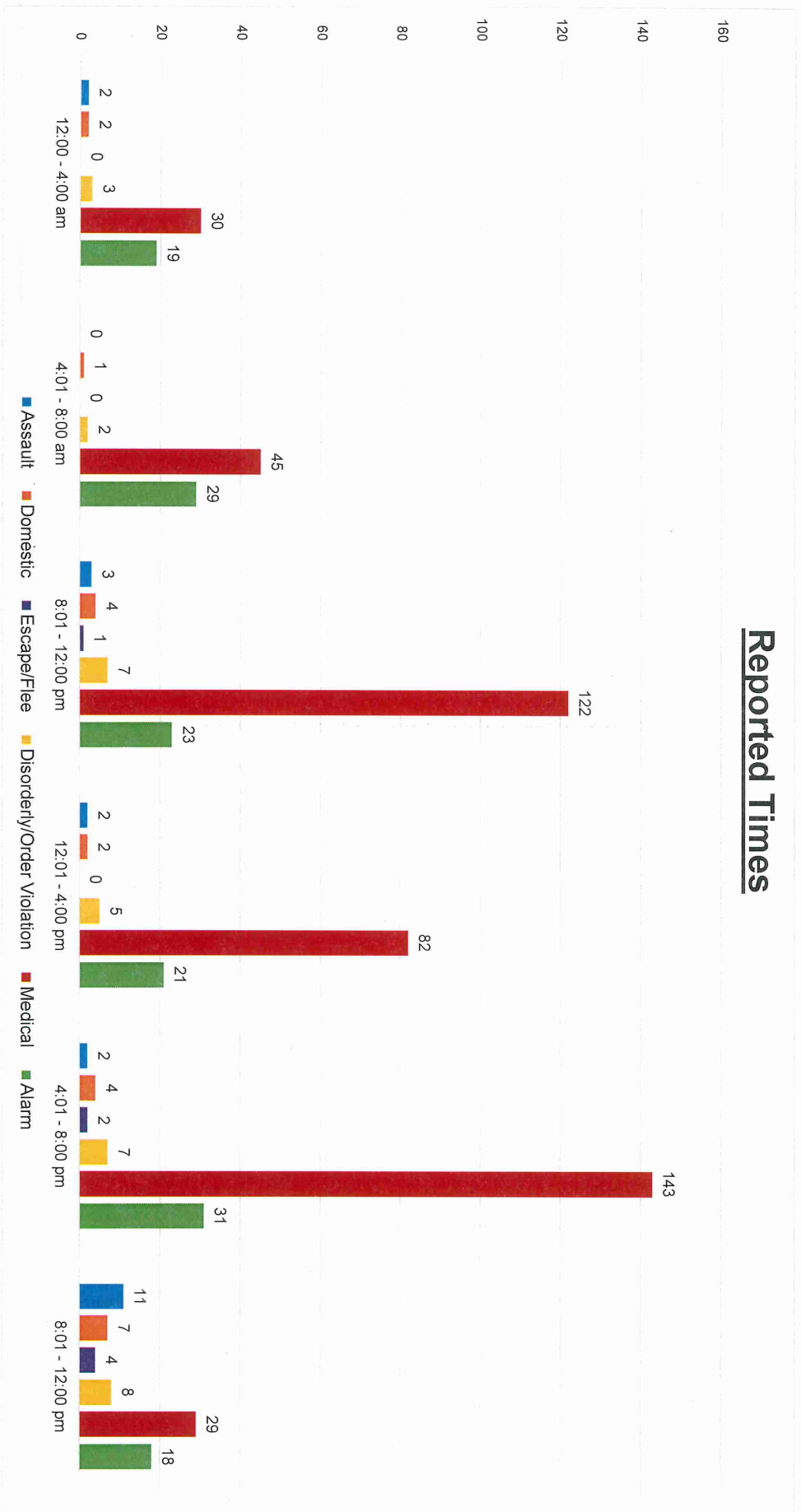
Average patrol officer is vacant for vacation/sick leave 16 shifts per year

Average patrol officer is vacant for training 10 shifts per year

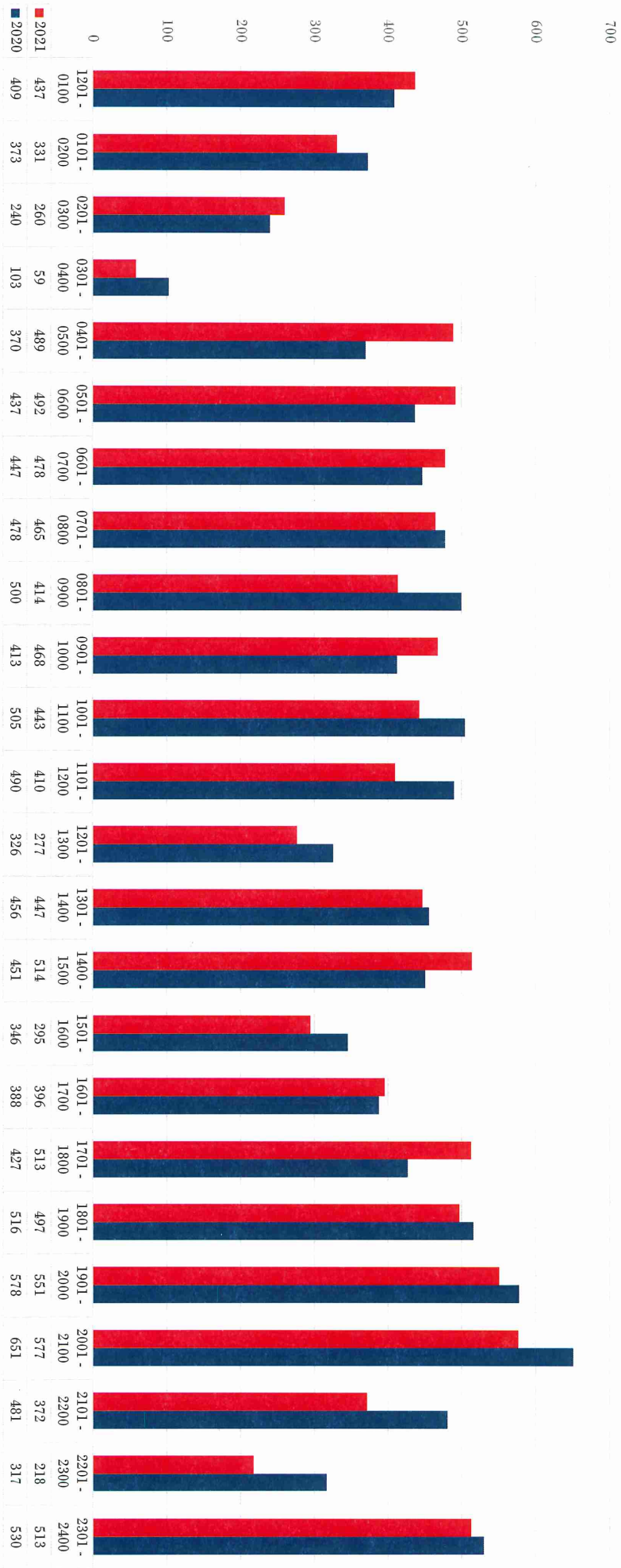
There are 6 officers assigned to patrol. They cumulatively average being vacant 156 shifts per year. The total number of vacant shifts due to sick, vacation, and training is equivalent to a full-time officer.

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

Reported Times

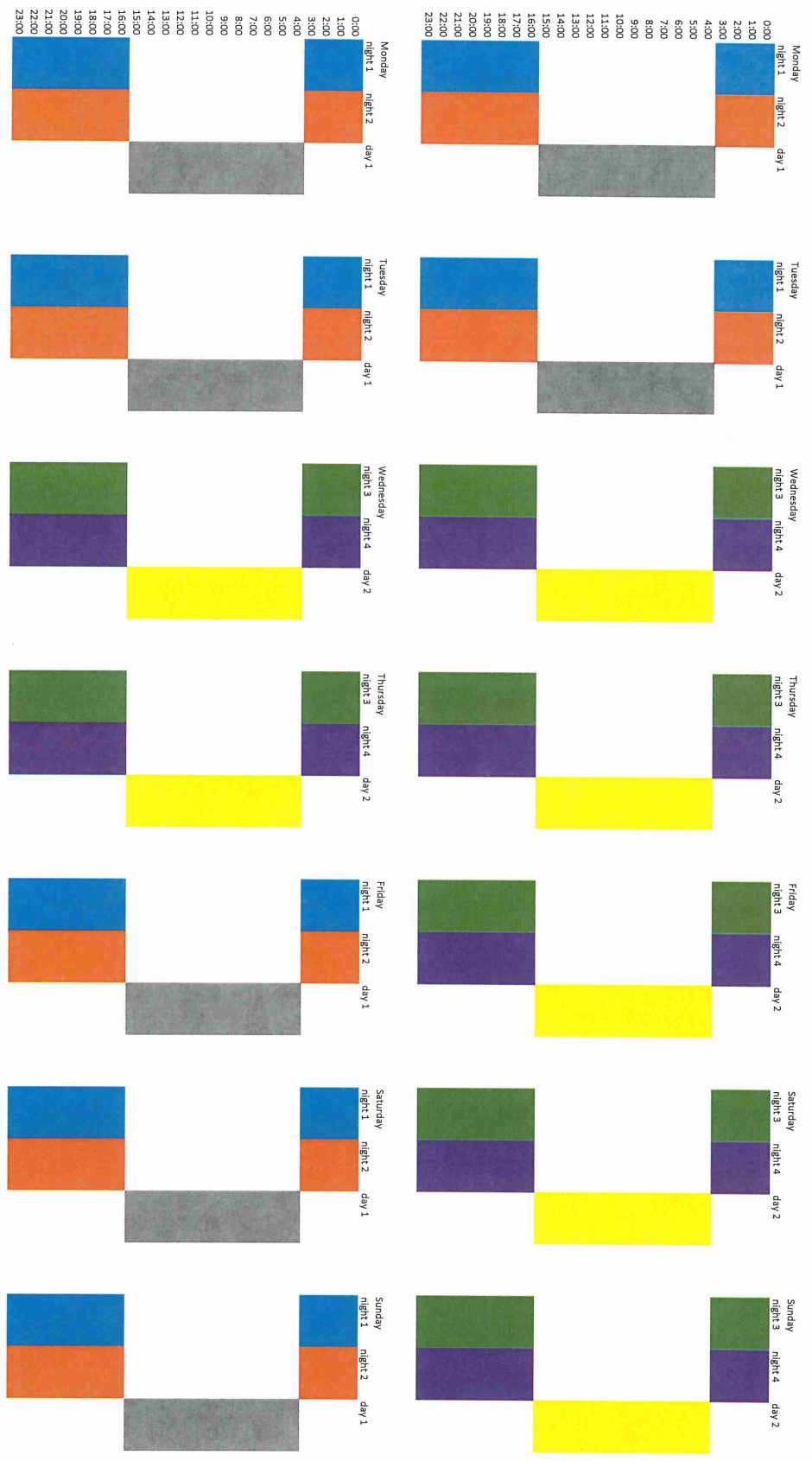


Police Calls - By Hour



Police Calls - By Hour

	2020	2021	2022 (Jan - May)
1201 - 0100	409	437	231
0101 - 0200	373	331	186
0201 - 0300	240	260	121
0301 - 0400	103	59	30
0401 - 0500	370	489	222
0501 - 0600	437	492	209
0601 - 0700	447	478	308
0701 - 0800	478	465	224
0801 - 0900	500	414	186
0901 - 1000	413	468	179
1001 - 1100	505	443	197
1101 - 1200	490	410	190
1201 - 1300	326	277	103
1301 - 1400	456	447	229
1400 - 1500	451	514	211
1501 - 1600	346	295	111
1601 - 1700	388	396	126
1701 - 1800	427	513	221
1801 - 1900	516	497	219
1901 - 2000	578	551	266
2001 - 2100	651	577	295
2101 - 2200	481	372	141
2201 - 2300	317	218	108
2301 - 2400	530	513	297



AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, AUGUST 16, 2022 – 5:00 P.M.
CITY HALL



A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Public Comment

E. Committee Meeting Items

1. Agenda Request (*Amy and Richard Tschida*)
2. Agenda Request- Tipicos Latinos Restaurant- (*Rina Carranza*)
3. Liquor Updates
4. 3rd Party Payment Service Company Discussion
5. City Hive Online Sales
6. Consideration of Draft Interim Ordinance Imposing a Moratorium on the Sale of Certain Cannabis Products
7. Legacy Pines Tree Requirements Discussion

F. Adjournment



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Jaden Strand, City Clerk
Date: August 16, 2022
Subject: Agenda Request- Water Disconnect- Fees Attached to Bill

Background:

An agenda request form has been received by Amy and Richard Tschida in regards to their water bill and its disconnection. Staff's understanding of the requester is that they are requesting to have some of their water bill usage and fees removed due to a water heater leak and to enter into a payment plan for water used, not including the estimated water metered from the leak.

The first leak notice was posted to their door during the billing month of September, 2021 due to gallons being used for 24 hours continuously. The door was posted monthly as having a potential leak through July, 2022. It cannot be determined with certainty how many gallons were actually used by the resident and how many gallons were from the potential leak.

The current charges on the account owed is \$2,574.33.

Here is a summary of charges yet to be added to the account due to taking water without authority:

	Charge
Two more turn off charges due to water being turned on without authority	\$100.00
Meter reading history to determine usage	\$50.00
Public Works Time @ \$50/ hr per fee schedule for two technicians	\$200.00
The cost of curbstop repair due to tampering with the shut off valve	TBD



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

Instructions: If you want official action on an item not on the agenda, please complete this form and return it to the office of the City Clerk at City Hall. All applicable areas must be completed or the form will not be accepted. Your completed request will be presented at the next Committee of a Whole meeting.

1. Name (please print): Amy & Richard Tschida

Organization (Required if Applicable):

2. Address (please print):

3. Telephone No.:

4. Agenda item subject: Water Disconnect - Fees Attached to

bill - A plan to get water on and fees looked at. Consider the hardship we have had - some state all accounts freeze also in medication unable to work - disabled. Thank you.

5. Action requested: To get someone forward on and a payment plan or decided fees. To only pay for water used.

6. Reasons for requested action: We are in a hardship time - I'm medically unable to work - I have a water heater - leaks - took time to get money to buy new one - Now water is off and fees are too much - can pay for gallon used - Extra is too much, please help steps financially - Act's. looked forward to you.

7. Signature (Required): Amy Tschida

CITY USE ONLY:

Date/Time Received: 7/27/2022 1:13 pm

Received by: Jaden Strand

IF there is any way or plan for us to pay for water used And in meeting discuss fees. 21



MEMORANDUM

TO: Committee of the Whole

FROM: Ryan Saltis, Community Development Specialist

DATE: August 16, 2022

SUBJECT: Agenda Request- Tipicos Latinos Restaurant

The applicant, Rina Carranza is requesting discussion regarding parking and operating a mobile food unit behind their tenant space within the Little North Boutique located at 291 5th Ave NE, Ste 5.

The Little North Boutique is in the process of constructing a building at 291 5th Ave NE. This building will have tenant spaces on the east side of the building. One of the building's future tenants, Tipicos Latinos, would like to operate a food truck (Mobile Food Unit) in the rear of the building for temporary operations of cooking food while the inside kitchen is being constructed. The applicants plan to use the inside of the tenant space for a dining area where customers would also order their food. Employees would transport food from the mobile food unit to inside the building through the rear door and serve to patrons. In order to have an operating dining area where food is served, a temporary Certificate of Occupancy would need to be issued by the City's Building Official. This would include having restrooms completed for occupants to use. By having the food truck, it would allow the restaurant to open sooner due to delays in permitting and kitchen supplies.

The food truck will need to have a license with the Minnesota Department of Health in order to Operate and inspected by the Fire Chief and Building Official. The food truck's electricity is proposed to be hooked up to the building and will need a signed agreement from the property owner and approval from the City's Electrical Inspector. The food truck will be parked on a paved surface in the rear of the building and will not cause obstruction of traffic. The mobile food unit will not operate within 150 ft of a food service building and is not expected to constitute a public nuisance. According to the applicants, the food truck may be parked for over the allowed 6-month period depending on the availability of kitchen parts to install. This should be in discussion, whether to allow the food truck to be parked in the same place for an extended period. The food truck is proposed to be parked on the south side of the building on the service drive that circulates one way traffic from east to west. Site Plans for the Little North Boutique

display a 20 ft service drive with another 5 ft of walkable space along the south perimeter of the building. Twenty-five feet separate the rear of the building and the curb on the south of the site

TABLE 9: Parking Lot and Parking Stall Dimensions

Angle of Parking	Stall Width	Curb Length Per Car	Stall Length	Aisle Width One Way	Aisle Width Two Way
90 degrees	9 feet	9 feet	19 feet	26 feet	26 feet
75 degrees	9 feet	9 feet	20 feet	23 feet	24 feet
60 degrees	9 feet	10 feet	22 feet	18 feet	24 feet
45 degrees	9 feet	12 feet	25 feet	13 feet	24 feet
0 degrees	9 feet	22 feet	19 feet	12 feet	24 feet

Analysis of Application: Mobile Food Units shall comply with the following requirements set in Section 245-10 of the City Code:

§ 245-10 Mobile food units.

- A.** State license. Mobile food units shall hold a valid license from the State of Minnesota Department of Health or Department of Agriculture. A license is valid for one vehicle or stand. Any conditions of the State Health Department shall be incorporated into the license issued under this section. A copy of the license shall be submitted to the City.

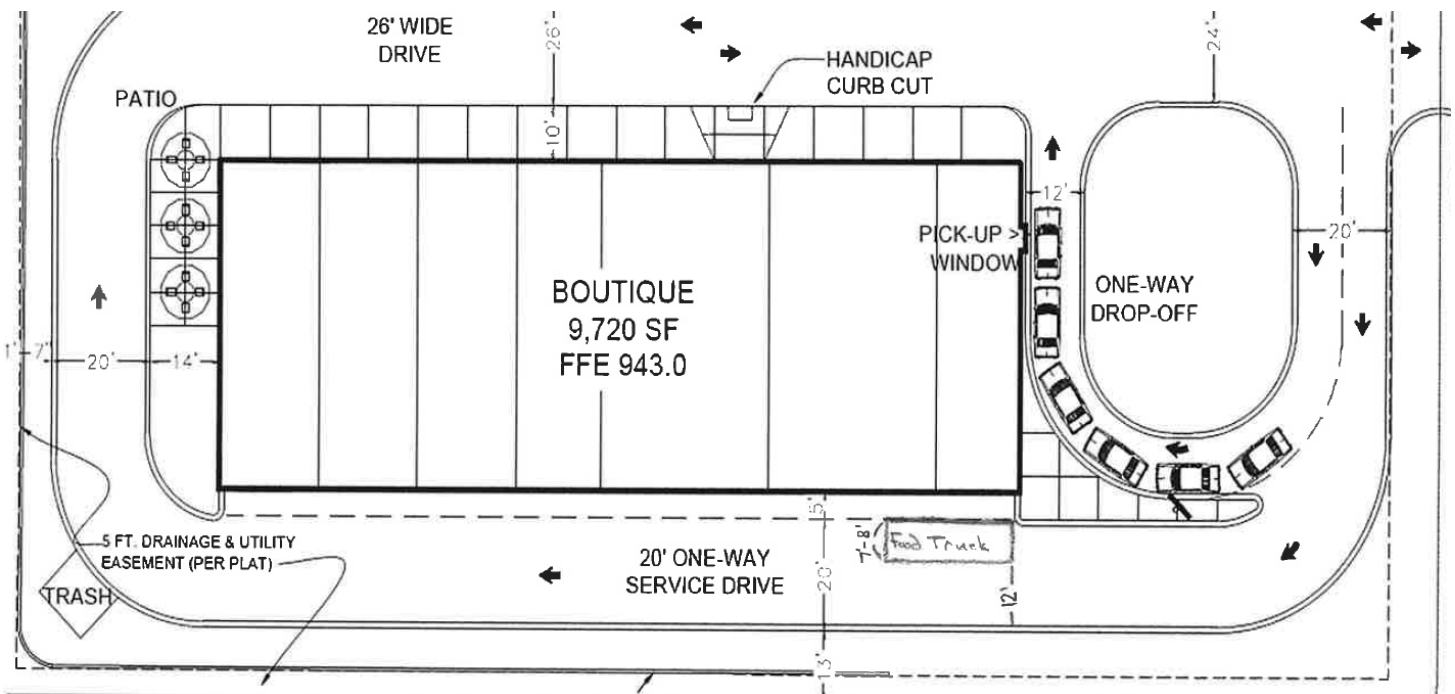
- B.** Insurance. A certificate of insurance evidencing the following forms of insurance shall be submitted to the City:
 - (1)** Commercial general liability insurance, including products and completed operations coverage, with a limit not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate.
 - (2)** Automobile liability insurance with a limit not less than \$1,000,000 combined single limit.
 - (3)** The City of Isanti shall be named as an additional insured and provided with a certificate of insurance.
 - (4)** A signed statement that the licensee shall defend and indemnify the City, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the license.

- C.** Duration of sales and unit standards. A license shall be valid for one year. The license is valid for one vehicle or stand only. The mobile food unit can operate in the same location for a time period not to exceed six months. The unit, stand or vehicle must not have rust, peeling paint, dents and must be maintained in a professional manner. The vehicle or stand must be approved for aesthetics by the city. The license must be displayed in plain view on the vehicle/stand.

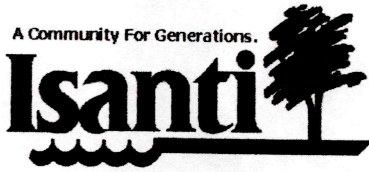
- D.** Overnight storage. No overnight storage of a mobile food truck on City property, including public rights-of-way, shall be permitted.
- E.** Signs. No mobile food unit shall use exterior signage (unless issued a temporary sign permit), flags, feathers, banners, bollards, or any other equipment not contained on or within the vehicle or stand.
- F.** Noise and lighting. No shouting, blowing a horn, ringing a bell, or use of any sound devices upon any streets, alleys, parks, or other public places of the City or upon any private premises in the City shall be permitted. No vendor shall use or maintain any outside amplifying equipment, televisions, or similar entertainment devices. Lighting will be downcast, concealing light source from view, and must not spill onto adjacent properties and rights-of-way. Ice cream trucks traveling through a residential district may have outdoor music or noise-making devices to announce their presence.
- G.** Parking. Mobile food trucks must be located on a paved surface. A mobile food unit may not operate in a traffic lane, on a sidewalk, or in any location which causes an obstruction of traffic, such as queuing of patrons or advancement of vehicles. A pedestrian walkway of six feet must be maintained on the service side of the vehicle.
- H.** Hours of operation. Hours of operation shall be allowed from 8:00 a.m. to 10:00 p.m. In the case of an event authorized under a special event permit, the hours will match the time period indicated in the permit.
- I.** Waste disposal. Mobile food units shall provide waste disposal, clean up all litter and garbage generated by this use and maintain their site in a clean and hazard free condition. All waste liquids shall be kept in leakproof, nonabsorbent containers which shall be kept covered with tight-fitting lids and properly disposed of. No waste liquids, garbage, litter or refuse shall be dumped or drained into the sidewalks, streets, gutters, drains or public trash receptacles. The licensee shall be responsible for all litter and garbage left by customers.
- J.** Self-containment. Mobile units cannot connect to public utilities unless on private property through agreement with the property owner. No power, cable or equipment shall be extended at any grade across any City Street, alley, or sidewalk. Any generators must be self-contained and any noise created by their operation shall not cause a public nuisance, as per Chapter **216**, Nuisances.
- K.** Inspections, Mobile units shall comply with all applicable fire codes and may be inspected by the City prior to operation.
- L.** Locations. Mobile food units shall only be allowed to operate on private property in zoning districts where retail sales are allowed as permitted or conditional uses under the City's Zoning Ordinance. Mobile food units may be allowed in public rights-of-way, residential zoning districts or park zoning districts in conjunction with an approved special event permit.

- M.** The mobile food vendor shall not set up in a manner so as to create a traffic hazard and shall follow police orders. The mobile food unit shall not have a drive through. Ingress and egress to private property shall be through existing driveways only.
- N.** Mobile food units providing external seating must not block any sidewalk or driveway area or occupy any required parking spaces.
- O.** Ice cream novelty trucks are allowed to operate within the public right-of-way in residential districts.
- P.** Mobile food units are prohibited from vending activities within 150 feet of a food service building or within 500 feet of a community event, unless part of the sponsor license and/or special event permit for the event.
- Q.** No mobile food unit shall sell alcoholic beverages.
- R.** Mobile food unit vendors shall maintain a fire extinguisher at all times.
- S.** Mobile food vendors shall maintain their immediate sales location in a clean and hazard free condition.
- T.** The mobile food vendor shall not operate in such a manner so as to constitute a public nuisance.

The above chart displays the angle of parking in relation to aisle width for one way circulation. If the food truck is parked parallel to the south side of the building, it will require a 12 ft minimum aisle width for vehicles to pass by on the service drive. This should provide enough space for the



food truck to be parked in the rear of the building and still provide an adequate drive width that meets the city's parking regulations. City staff has sketched a model for this plan and is attached below:



CITY OF ISANTI

110 First Avenue NW, P.O. Box 428, Isanti, MN 55040-0428

AGENDA REQUEST FORM

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- 1. Name (please print): Bina Carranza
Organization (Required if Applicable): Tipicos Latinos

- 2. Address (please print): 291 5th Ave NE Suite 5 Isanti, mn 55040

- 3. Telephone No.: _____

- 4. Agenda item subject: Restaurant Concept

- 5. Action requested: Requesting a food truck permit for the concept.

- 6. Reasons for requested action: The construction for the hood of the restaurant will take a long time.

- 7. Signature (Required): [Signature]

CITY USE ONLY:

Date/Time Received: 8/8/2022 11:30 am/pm
Received by: [Signature]



Liquor Store Updates

8/16/22

New Business:

1. Gross Sales Numbers

- May 2022 = **\$502,009.71**
 - 27.10% profit margin
 - + \$106,414.32 vs 2021 (+27%)
- June 2022 = **\$529,302.45**
 - 26.88% profit margin
 - + \$133,856.44 vs 2021 (+34%)
- July 2022 = **\$586,930.67**
 - 27.15% profit margin
 - + \$142,4914.12 vs 2021 (+32%)
- YTD through July = **\$3,176,899.23**
 - 27.34% Profit Margin
 - Averaging 27% sales increase per month vs last year

2. Sales by Category January through July

- Beer 49%
- Liquor 34%
- Wine 11%
- 6% Sales (Pop/Juice/Mix) 3%
- Tobacco 2%
- Non-Alcoholic 1%

3. Transaction Count YTD through July is 99,460

4. The billboard on HWY 65 near Cooper's Corner helps to draw traffic off of the highway.

- Having signage closer to the store would draw even more traffic.

5. MMBA Community Drive for the Isanti Fire District is going well. For the first time, we're giving customers the option to "round up" their total to donate to the cause, and as a result, we've seen a large increase in donations.

6. Customer feedback, both in person and online has been very positive.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Pam Dahlheimer, Assistant Finance Director
Date: August 10, 2022
Subject: 3rd Party Payment Service Company

Background:

The city currently uses Payment Service Network, Inc. (PSN) for 3rd party payment processing. This allows the residents to make payments with credit cards in person, online, or over the phone for utility payments and for miscellaneous payments i.e., permits. Since incorporating PSN the number of residents enrolled in auto pay for utility payments is at 248. Residents frequently make one time credit card payments via phone and in person at city hall utilizing PSN. Convenience fees for each transaction are passed along to the resident at the time of the credit card transaction and are determined by PSN. There has been no investment by PSN for infrastructure or platform to incorporate any new functionality for residents or the city staff since their software was implemented, which has resulted in numerous complaints from both residents and staff.

Resident Complaints

- Resident account setup is not user friendly
- PSN customer service for the resident is not helpful when residents call
- PSN issues create account changes resulting in late payments for residents
- Residents are requesting a better way to pay online

City Staff Complaints

- Residents call frustrated regularly for account set up issues
- Software cannot keep record of credit cards for customers making phone payments
- Reporting is not available for utility statements posted
- Customer service does not respond timely to city issues or requests
- PSN has incorrectly uploaded the wrong files multiple times
- Reconciling payments takes more time than necessary due to unexplained deposit amounts and dates
- February 2022 deposit was delayed 5 weeks

Staff reached out to bill pay companies and received a response from Xpress Bill Pay with the following options.

- Mobile App
- Multiple E-bill option
- Guest checkout
- Pay by Text
- Scheduled Payments
- Auto Pay
- Real-time online statements and payments
- Notifications and communication features
- Customer Support for residents and staff
- Integrates with Caselle Software
- Edit auto and scheduled payments
- Real time reporting capabilities
- Specially designed reconciliation report for fast reconciling
- Account or guest payment processing

Resident Fees

Transaction Type	PSN	Xpress Bill Pay
Credit/Debit Card Transaction Fees	3% + additional \$0.50 for \$100+ payments	3% + additional \$0.50
EFT or eCheck Payment Fees	\$1.10 per transaction	\$1.00 per transaction

City Fees

Transaction Type	PSN	Xpress Bill Pay
Recurring Monthly Fees	\$49.95	\$19 + additional \$0.25 per transaction
Support Fees	No Cost	\$75.00 per month

PSN is frustrating for residents as well as for city staff due to the lack of functionality. Xpress Bill Pay would be a great option to look further into based on ease of use for residents, as well as a much longer list of options available to residents and staff compared to PSN. The features Xpress Bill Pay offer would help reduce staff workload and allow staff to provide better service to residents.

Request:

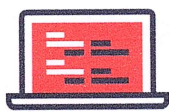
Staff would like direction from Council if they would want to consider a new 3rd party payment service company to provide credit card payment services for residents of Isanti and for city staff.

Attachment:

- Xpress Bill Pay Quote 2022031501JC

Integrated solutions for all your payment needs

xpress BILL PAY



Online Payments



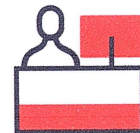
Mobile apps



Auto Pay



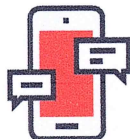
Guest Checkout



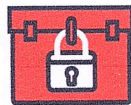
Point of Sale



IVR



Text



Lockbox



Ebill



Integration



Three ways we are different?

1 INTEGRATION IS EVERYTHING

We understand your world. Many of our employees used to work for municipalities and utility districts; they were **you**. We understand your daily routines, and we've built our systems with **you** in mind. Whether it's easily processing payments, seamlessly integrating your data, or simplifying your back office processes, we have solutions built for **you**. Online payments have always been convenient for your customers, but we've made them convenient for **you!**

Built for your customers. Built for you!

2 READY, SET, RECONCILE!

We make bank reconciliation easier than ever. Our reconciliation reports group your payments together in the same way they deposit to your bank. No more adding and subtracting, simply match the report with your bank statement and general ledger.

3 FOCUSED ON PEOPLE

Your customers are important to us. While it's easy for them to view their bills online and make payments, sometimes they have questions and just want to talk to someone. Our highly-rated Customer Support Team is always a phone call, or email, away. That's right, we still pick up the phone, which seems to be a dying art these days. You and your customers are not a burden to our work; you are the focus of it!



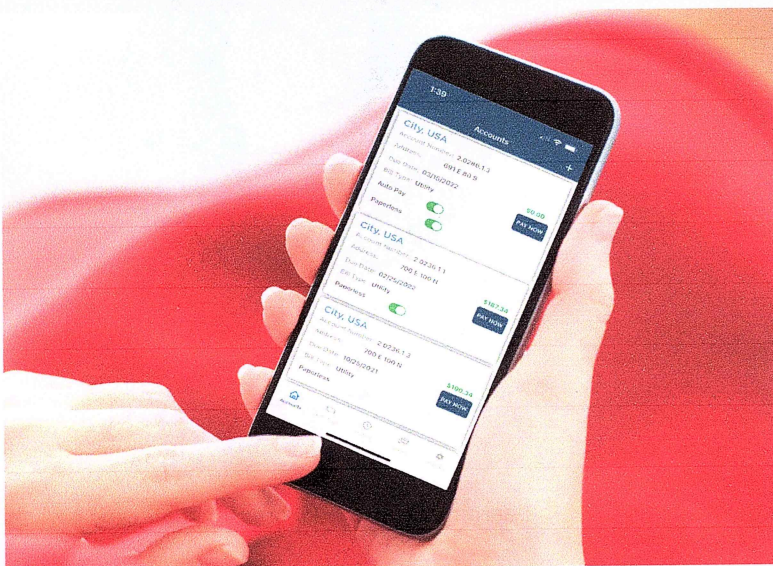


INTEGRATED SOLUTIONS

- eBilling
- Online Payments: Credit, Debit, and eCheck
- Guest Checkout
- Mobile App Payments: iOS and Android
- Pay by Text
- Phone Payments: IVR and Operator Assisted
- Online Registration and Payment Forms
- Bank Bill Pay Consolidation
- Remote Deposit (Check Scanning)
- Lockbox (Mailed Payments)
- Payment APIs

BENEFITS FOR YOUR CUSTOMERS

- Customer Portal
- Paperless Billing
- Auto Pay
- One-Time Payments
- Scheduled Payments
- Notifications: Text and Email
- Exceptional Customer Support: Phone and Email, English and Spanish



Simple and Effective Tools

BENEFITS FOR YOU

- Point of Sale Payments
- All Receipt Types:
 - Utility Bills
 - Licenses
 - Permits
 - AR Invoices
 - Court Citations and Fines
 - Property Taxes
 - Sales Taxes
 - Recreation
 - And anything else you've got!
- Real-Time Reports
- Real-Time Integrations
- Marketing Assistance
- Exceptional Customer Support: Phone and Email, English and Spanish

Wish we had something you aren't seeing here?
Ask us, it may already be on its way!



WE ARE AUTHORIZED AND SECURE

Our innovative online payment system is an authorized payment gateway for the country's leading financial software providers.

Xpress Bill Pay undergoes rigorous audits and control procedures to ensure reliability and security. We are both PCI Level 1 Compliant and SSAE 16 SOC1 certified.

Our customers would like a word with you...

"Xpress Bill Pay has been the easiest part of our billing transition. Our trainer was absolutely wonderful. I would highly recommend it to any company. Very user friendly and excellent customer service. We LOVE Xpress Bill Pay."

Michelle
Kentucky Frontier Gas, **KY**

"We have had great success integrating Xpress Bill Pay with our accounting software, providing a valuable service to our customers, as well as, great internal reporting for staff. Xpress Bill Pay has provided great and personable customer support always in a timely manner. We expect our long relationship with them to only continue."

Brian
Snyderville Basin Water
Reclamation District, **UT**

"The Xpress Bill Pay support teams take time to fully answer questions. They are very patient with my team, as well as our customers. They know their software, and even know my accounting software. XBP is always so helpful!"

Riley
Kearns Improvement District, **UT**

"When we first started taking credit card payments online, we went with one of Xpress Bill Pay's competitors and found their service to be less than desirable. When we switched to Xpress Bill Pay, we saw a huge number of our customers begin to use their services. We are extremely pleased that we made the switch to Xpress Bill Pay."

Crystal
Willcox City, **AZ**

"Xpress Bill Pay has been awesome to work with. They have great customer service and are always there to answer any questions we may have. Their features are easy to use and it sure makes reconciliation easier than other companies we have used in the past. They are always striving to make work easier for their customers - great company!!!"

Jody
Stansbury Park Improvement
District, **UT**

"We absolutely LOVE Xpress Bill Pay. It takes care of so much that it allows us more time to focus on other areas of work. The customer service at Xpress Bill Pay is great, always helpful, always courteous, and with fast response time. We've used Xpress Bill Pay for a couple of years now and my staff and I still comment to each other about how great it is to have!"

Sarah
City of Jefferson, **OR**

"I appreciate the ease in which Xpress Bill Pay's daily and monthly balancing procedures interface with our accounting software like a glove, it is a perfect fit!"

Janey
Town of Silt, **CO**



We're different...let us show you! View a free demo!

demo@xpressbillpay.com | 800-768-7295 ext. 3

xpress
BILL PAY

Learn more at www.xpressbillpay.com

Why Use Xpress Bill Pay?

Xpress Bill Pay integrates with your Caselle software from beginning to end to reduce errors, save you hours of mundane manual data entry, and ensure that all transactions are easily reconcilable at the end of the month.

Xpress Bill Pay and Your Customers' Experience

The Xpress Bill Pay customer interface is designed to make online bill pay easier than ever before to encourage and increase customer usage. We know the more customers you have using Xpress Bill Pay, the more convenient your life will be.

Your customers have two options for making payments: Guest Checkout and Account Creation.

Guest Checkout:

Customers that prefer a quick checkout process may choose to pay using our Guest Checkout option. With Guest Checkout, your customers will simply enter their name and account number, view their billing information and amount due, and then make a payment. During the process they will have the ability to stay opted in for future email notifications. If they remained opted in for future email notifications, then they will receive an email the next time they are billed by your organization. The email will tell them their due date and amount due. The email will also have a link that will take them right into the Guest Checkout portal with their account information and balance due already displayed and ready for payment. It's a quick way for your customer to make their payments without ever having to create an account.

Account Creation:

For those customers interested in additional features, they can quickly create an Xpress Bill Pay login. New customers will be prompted to provide all the information necessary to create their account.

After entering the required information, a unique Xpress Bill Pay account will be created and they will be logged into the system. Once logged into Xpress Bill Pay, your customers will have many easy-to-use features available to them:

View & Pay E-Bills: Your customers will be able to view a real-time online statement, displaying such information as: account number, due date, descriptions of services provided, breakdown of charges, mid-cycle billing adjustments, total amount due, usage graphs, and announcements that may also be showing on their paper bill. Paying the bill is a simple process. Customers can make a full or partial payment using a credit card, debit card, checking account, or savings account. Additionally, they can choose to pay immediately or to schedule payment for a future date, and receive notification, along with a unique transaction number, once the payment is processed. Your customer may then print the receipt; however, a receipt is automatically emailed and/or texted to them by the Xpress Bill Pay system.

Auto Pay: This is one of Xpress Bill Pay's most popular tools. Auto Pay ensures that payments are made on-time, every time. Most customers don't want the hassle of remembering to log in and pay their bill each month. Auto Pay allows your customer to have their bills automatically paid each billing cycle using their preferred payment method. When Auto Pays are processed, a receipt is automatically emailed and/or texted to the customer by the Xpress Bill Pay system.

Saved Payment Methods: Your customers will be able to save their payment information for future use. Once their payment method(s) are saved, they can easily edit or delete their payment information. All payment information is encrypted and stored by Xpress Bill Pay on our PCI Level 1 fully compliant system. Your organization will not be storing any payment information.

Paperless Billing: You can save money and time by allowing your customers to opt in for paperless billing. They are able to opt in for paperless billing when setting up their new account. However, they are able to change the status at any time through their account. Whether they are signed up for paperless or not, customers can receive email and/or text notifications with each new billing.

E-Bill History: Customers have the ability to view detailed billing history for the past 24 months. Your customers can reference their e-bill history at any time.

Transaction History: All transaction details are saved in an encrypted format by Xpress Bill Pay. Your customers can reference their transaction history for the past 24 months at any time.

Manage Multiple E-Bills: Some customers have multiple billing accounts with your organization. Our Add Account tool will allow your customers to add multiple billing accounts to their Xpress Bill Pay account and pay all their bills from a single login with a single transaction if desired.

Notifications: Customers can receive alerts concerning their Xpress Bill Pay account. They can receive email and/or text notifications when new bills become available online, Auto Pays are scheduled, payments are scheduled, payments are successfully processed, payments are declined (along with the reason for the decline, i.e. – card has expired), and when credit/debit cards will be expiring soon or when they have expired.

Customer Support: If your customers have any questions about how to use the Xpress Bill Pay system, they can contact us directly! A toll-free 800 number and an email form are provided, allowing them to contact an Xpress Bill Pay Customer Service representative. We'll handle their questions and provide them with technical support, so you don't have to.

Mobile options: The Xpress Bill Pay website has been optimized for mobile use. Customers that choose to access the site from their mobile browser will find the same great features in a format conducive to mobile use. However, we also have an iOS app and Android app available for free download, our app allows your customers to view their billing charges, make one-time payments, schedule Auto Pays, manage stored payment information, and much more.

Xpress Bill Pay is focused on providing your customers with a powerful, yet simple online bill payment experience to encourage and increase online payments, freeing up your time to work on those other projects that so often seem to fall by the wayside.

Xpress Bill Pay and the Administrator Experience

Our Xpress Bill Pay Administrator Interface was developed by working closely with city and county governments to better understand the challenges you face. We've developed tools and reports to simplify your workload and make your office run more efficiently.

We know that the number one priority of a billing office is to put the money in the till. While we know that our easy-to-use website will encourage many of your customers to pay their bill online, we do realize that some customers will still prefer to pay over-the-counter or over-the-phone. We've given you the billing tools you need to make this as simple as possible:

Receipt Payment: To receipt a payment over-the-counter or over-the-phone, simply locate the customer's account, verify the real-time billing information, collect the credit card, debit card, checking account, or savings account information, and process the payment. After the payment is processed, you are able to print or email the receipt. It's that simple! Plus, we can receipt payment for anything (not just utilities), and all payments fully integrate and post back to Caselle.

Auto Pay Management: This tool offers various functions and reports for managing Auto Pays. You are able to search and edit existing Auto Pays, view a report of all credit cards that will be expiring soon, and setup new Auto Pays for customers that may not have access to an internet connection to access Xpress Bill Pay's website. As an administrator you will be able to setup your customer's accounts to be automatically paid each billing cycle from their preferred payment method. Auto Pay ensures that your customers make their payment on-time, every time with very little hassle to the customer or your staff.

Reports: Xpress Bill Pay offers extensive real-time reports to help your organization improve transaction management, analyze customer data, and simplify the bank reconciliation process.

The Unsettled & Settled Transaction Reports are real-time reports showing transaction data the moment the transaction is processed. Various search filters allow you to narrow your search to find any specific transaction. When necessary, voids and refunds can be processed from these reports.

The Department Details Report breaks down receipted payments into different categories, if you are receipting payments for multiple departments or items.

The User Till Report shows receipted payments categorized by the Xpress Bill Pay user that took the payment.

The Reconciliation Report is perhaps the most important of all the tools and features offered by Xpress Bill Pay. The Reconciliation Report was designed to show you the breakdown of your

online payments in the same way they deposit to the bank – no more adding and subtracting, simply match the report with your bank statement and your Caselle General Ledger.

The Customer Report shows all of your customers that have created an Xpress Bill Pay account, as well as the options they've chosen, such as paperless billing and Auto Pay.

Data Integration:

Caselle and Xpress Bill Pay can exchange payment and billing information in either a real-time or a daily batch process, depending upon whether or not you have Caselle's Utility Billing and Cash Receipting web services.

Real-time Integration: If you're using Caselle's Real-time web services, then payments post into Caselle the moment they are processed by Xpress Bill Pay. Additionally, all new billings and mid-cycle billing adjustments are displayed on Xpress Bill Pay in real-time at the moment a customer views their online statement. Both systems stay in-sync in real-time.

Daily Batch Integration: If you don't have Caselle's Real-time web services, then integration would occur via a daily batch process called Process Online Payments. When you run the Process Online Payments feature in Caselle, all new data regarding bills, mid-cycle billing adjustments, and payments are exchanged and updated between Caselle and Xpress Bill Pay.

Send Email Notifications: Whether sending out a periodic newsletter or trying to get out an urgent message, our Send Email Notifications tool will allow you to contact all of your Xpress Bill Pay customers with one quick email. Additionally, you can send an email out to a specified group of customers. We have premade email groups available for you to choose from, such as those from a specific billing cycle, those signed up for paperless billing or Auto Pay and those not signed up for paperless billing or Auto Pay. You are also able to create your own group by importing emails directly into the tool.

The Xpress Bill Pay Administrator Interface was designed to take the hassle out of accepting online payments. All the tools you need to receipt payments, generate reports, provide customer support, and reconcile your books in a timely manner are made available to you in a simple and intuitive interface. And most importantly, it's all fully integrated with your Caselle software!

Additional Services

In addition to online payments, Xpress Bill Pay also offers other integrated payment solutions:

Online Banking Consolidation (Bank Bill Pay): Are you still receiving paper checks from the online banking community? Xpress Bill Pay can receive online banking transactions electronically, correct any errors, and import the transactions directly into your Caselle software, eliminating the need to manually enter another stack of paper checks from the online banking community ever again.

xpress BILL PAY

Phone Payments: Offer your customers the convenience of making their payment over the phone through Xpress Bill Pay's Live Operator Payment Center or through an automated attendant with Xpress Bill Pay's Interactive Voice Response (IVR) service. Both options are available in English and Spanish.

Integrated Remote Deposit: Save yourselves additional time and hassle by converting paper checks to electronic transactions. Electronic payments process sooner than traditional paper checks. Get your money faster and get the transaction data automatically posted to your Caselle software with fewer errors in just a fraction of the time. These payments are available to view on Xpress Bill Pay with scanned check and stub images.

Lockbox: All mailed payments can be receipted by Xpress Bill Pay's Payment Processing Center. At the end of the day, all transaction data will automatically post to Caselle. These payments are also available to view on Xpress Bill Pay with scanned check and stub images.

Forms Builder: No need to incur expensive development costs and lengthy timelines, with the Xpress Forms Builder you and your staff will be able to build any custom form, registration, or survey you can think of. The forms you build will be able to incorporate calculations, conditional formatting, multiple receipt options, and file uploads. With its easy drag-and-drop design, you can create any fill-in-the-blank form and put it on your website in minutes!

APIs: Our APIs allow Xpress Bill Pay to integrate with any of your other 3rd party software's for payment processing. Our APIs allow us to become the link which integrates any other software vendors with your Caselle software!

City of Isanti

Michael Betker
110 1st Avenue NW Isanti MN 55040

Prepared By: Jon Christensen Date: March 15, 2022

Recurring Monthly Fees

<u>Description</u>	<u>Rate</u>
Transaction Fees: (assessed directly to Customers)*	
Credit/Debit Card (per transaction)	3.00% + \$0.50
EFT or eCheck Payment (per transaction)	\$1.00
800 Interactive Voice Response (IVR) Phone Payment (per transaction)	\$0.95
800 Live Operator Assisted Phone Payment (per transaction)	\$0.95
<i>*There will be a maximum transaction amount of \$500.00 per customer payment.</i>	
Transaction Fees: (assessed to the Organization)	
Optional Service: Online Banking Consolidation (per transaction)	\$0.25
EFT Returned Items if applicable: (assessed to the Organization)	
Invalid account or unable to locate account (per return)	\$6.00
NSF, Account closed, or Account frozen (per return)	\$12.00
Customer stop payment (per return)	\$30.00
Support, Maintenance & Hosting: (assessed to the Organization)	\$75.00
Price includes: all end user and administration support via the Xpress Bill Pay toll-free 800 number, upgrades, hosting, and maintenance.	
 Monthly Service Fee: (assessed to the Organization)	 \$19.00
TOTAL:	Based upon activity

Setup Charges

Description

Price

Initial Setup, Configuration, and Development*

See Caselle

Price includes: Online Payment, Auto Pay, and Card Swipe Modules.

You will have the ability to accept the following payments:

credit/debit cards, electronic funds transfers (EFTs), and bank bill pays.

**Your organization will be responsible for verifying that you have all the software modules necessary from your billing software provider for exporting a billing file and importing online transaction data.*

On-site Training

See Caselle

Price includes: one 8 hour day of training.

+ airfare/hotel

NOTE: You shall reimburse roundtrip airfare and book hotel.

Typically only one 8 hour day of training is necessary.

TOTAL: See Caselle

+ airfare/hotel

Additional Services Available

- Integrated Remote Deposit
- Lock Box
- Online Utility Service Signup Form
- Online Business License Renewal Display/Payment
- Online Court Citation Display/Payment
- Online AR Statements Display/Payment
- Online Custom Payment Forms

Additional Equipment Available

- Credit Card Swipe Terminals (per unit) \$75.00
- Remote Deposit Scanners

**If you are interested in any of our additional services or equipment, please contact us for pricing.*

****This quote is valid for 60 days****



Memo for Discussion

To: Mayor Johnson and Members of the City Council
From: Keith Lusk, Liquor Store Manager
Date: August 16, 2022
Subject: City Hive E-Commerce Platform

Background:

Staff has been researching companies to add an online platform for the opportunity for customers to purchase from the Isanti Liquor store online and pickup when ready. This is anticipated to increase sales and add a greater customer base. Staff's research for the two top companies is attached.

Request:

Staff is requesting discussion and direction on this item.

Attachment:

Rite vs City Hive Comparison

Online Presence and Sales Comparison

Rite (Cloud Retailer) vs City Hive

Rite (Cloud Retailer)

Cost = \$2,160 annually

- Includes domain name (shopisantiquor.cloudretailer.com)

Website only

Customers place the order online and pay at the store

- We verify ID and sobriety before delivering the product curbside

Integrates with Cloud Retailer to have accurate inventory and price with minimal staff involvement

We have to upload pictures of every item

City Hive

Cost = \$49 a month with 1st 6 months free (\$588 annually not including 6 months free)

- +2.5% transaction total, +2.9% +\$.30 Credit Card Processing Fee
- No contract or setup fee
- Does not include domain name (\$20 annually – IsantiLiquor.com is available)

Website and App

Customers place and pay for the order online and pick up at the store

- We verify ID and sobriety before delivering the product curbside

We can get an email, text, or phone call when an order is placed and paid for

Integrates with Cloud Retailer to have accurate inventory and price with minimal staff involvement

We do not have to upload pictures of items

Web Site is very user friendly and shoppable

We can easily capture customer data and use the website to promote tastings, sales, and special events through text and email

We can use the website to build and implement clubs, like Loyalty, Wine, Bourbon, etc.

10+ MMBA stores already using City Hive, including many stores of MMBA Board Members

- As the number of MMBA stores increases, City Hive will lower the 2.5% transaction total fee
 - Current customers include Delano Wine and Spirits, St. Francis Bottle Shop, Vergas Liquor, Bagley Liquor, Paynesville Liquor and more

Can easily integrate with 3rd party delivery services

- Delivery costs passed on to customers

Will split the cost of coupons/promotions done through the website

In Summary –

By using City Hive instead of Cloud Retailer, we'll not only save money up front, but also staffing costs. Product information, including price, and quantity on hand will be automatically uploaded from our POS to City Hive. City Hive also provides pictures for the majority of items. With Cloud Retailer, we'd have to spend a lot of time uploading pictures of all products. City Hive is very user friendly, customizable, and shoppable. We will be paying transaction fees, but we'll see more online sales with City Hive than Cloud Retailer. City Hive will also give us the ability to capture customer data, like phone number, email, shopping habits, etc. that will allow us to better spend our marketing focus. We will be able to promote tastings, sales, new items, elusive items, and more. City Hive will also split the cost of website specific coupons/promotions done through the website. Several other stores, including the current MMBA Director's, use City Hive and have been very happy with the results.

Some current municipal liquor/City Hive websites can be found at:

<https://bagleyliquor.com/> - uses the app function as well

<https://stfranciscottleshop.com/>

<https://delanowinespirits.com/>

<https://paynesvilleliquor.com/>



Memo for Discussion

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: August 16, 2022
Subject: Consideration of Draft Interim Ordinance Imposing a Moratorium on the Sale of Certain Cannabis Products

Background:

Beginning on July 1, 2022, it became legal to sell certain products containing delta-9 THC (“THC Products”) in Minnesota. The Act allows THC Products to be sold if certain requirements are met including that there are not more than 5mg of THC per dose and 50mg of THC per container; the purchaser is at least 21 years old; and the products are not marketed towards children.

The Minnesota Board of Pharmacy (“Board”) is the state agency with oversight of THC Products. There is currently no state-level license required in order to sell THC Products and the Board does not test or approve products prior to their sale.

At their July 19th, 2022 Committee of the Whole meeting, the City Council discussed the Act and ultimately decided that given there is a great deal of uncertainty regarding the new Act, it is in the City’s best interest to discuss adoption of an interim moratorium ordinance to allow staff time to study the topic.

Request:

Staff is requesting discussion and direction on this item.

Attachment:

Draft Moratorium Ordinance

ORDINANCE NO. XXX

AN INTERIM ORDINANCE AUTHORIZING STUDIES AND IMPOSING A MORATORIUM ON THE SALE OF CANNABIS PRODUCTS

The City Council of the City of Isanti does ordain as follows:

ARTICLE I. Legislative Findings

- (a) There is a great deal of uncertainty regarding the effect of Minnesota Laws 2022, Chapter 98 (“Act”) amending Minnesota Statutes, section 151.72 to allow the sale of edible and nonedible cannabinoid products that contain no more than 0.3% of tetrahydrocannabinol, commonly known as THC (“Cannabis Products”).
- (b) Because the proposal to allow the sale of Cannabis Products received little publicity until the Act went into effect on July 1, 2022, the City of Isanti (“City”) did not have an opportunity to study and consider the potential impacts of the Act on the City. Nor did the City Council have sufficient time to engage in policy discussions regarding the regulations the City Council may elect to impose on the sale of Cannabis Products.
- (c) The Act authorizes the Minnesota Board of Pharmacy to enforce the Act, but the Act does not provide for any licensing of manufacturers or of those who sell Cannabis Products. While the new law does enact some requirements for labeling and testing, the law provides no parameters regulating issues with as production, compliance checks, or sales of Cannabis Products. The Act is also silent regarding the enactment of local regulations related to Cannabis Products.
- (d) The Legislature did not expressly prohibit or limit local regulations, and the regulations established in the Act clearly do not constitute the Legislature having occupied the field of regulation regarding the sale of Cannabis Products.
- (e) The City Council finds the uncertainties associated with sale of Cannabis Products, and the options for local regulation, compels the need for a study to develop information the City Council can rely on as it engages in policy discussions related to potential regulation of Cannabis Products through the adoption of licensing and zoning controls.
- (f) The City Council is authorized to adopt an interim ordinance “to regulate, restrict, or prohibit any use . . . within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.” Minnesota Statutes, section 462.355, subdivision 4(a).
- (g) The Minnesota Supreme Court in *Almquist v. Town of Marshan*, 245 N.W.2d 819 (Minn. 1976) upheld the enactment of a moratorium despite the lack of express statutory authority as being a power inherent in a broad legislative grant of power to municipalities. In most cases, the enactment of business licensing requirements is based on a city’s police powers, which is the broadest grant of power to cities. Inherent in that broad grant of authority is the power to temporarily place a moratorium on a business activity to study and potentially implement licensing regulations on that business activity.
- (h) There are both licensing and zoning issues associated with the sale of Cannabis Products

the City Council determines it needs time to study to consider the development and adoption of appropriate local regulations. In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts its study and the City Council engages in policy discussions regarding possible regulations, the City Council determines it is in the best interests of the City to impose a temporary moratorium on the sale of Cannabis Products.

ARTICLE II. Definitions. For the purposes of this Ordinance, the following words, terms, and phrases shall have the meanings given them in this Article.

- (a) “Act” means 2022 Minnesota Session Laws, Chapter 98 (H.F. No. 4065), amending Minnesota Statutes, section 151.72.
- (b) “Cannabis Products” means Edible Cannabinoid Product and any other product that became lawful to sell for the first time in Minnesota effective July 1, 2022, as a result of the adoption of the Act.
- (c) “City” means the City of Isanti.
- (d) “City Code” means the Municipal Code of Isanti, Minnesota.
- (e) “Edible Cannabinoid Product” has the same meaning given the term in Minnesota Statutes, section 151.72, subdivision 1(c).
- (f) “Electronic Delivery Device” means an electronic product that is designed to use, or that uses, liquids or pre-loaded cartridges to simulate smoking in the delivery of nicotine or any other substance through inhalation of the aerosol or vapor produced from the substance.
- (g) “Tobacco” means and includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
- (h) “Tobacco-Related Products” mean Tobacco and related materials and devices used in rolling, smoking, or storing Tobacco. The term includes Electronic Delivery Devices and the substances sold for use by such devices.

ARTICLE III. Study. The City Council hereby authorizes and directs the City Administrator to have City staff and City Attorney conduct a study on the following matters:

- (a) Cannabis Products. The City shall conduct a study regarding Cannabis Products and provide the City Council a report on the potential regulations of such products. The report shall include the City staff’s recommendations on whether the City Council

should adopt regulations and, if so, the recommended types of regulations. The study shall consider, but is not limited to, the following:

- (1) The potential impacts of the sale, testing, manufacturing, or distribution of Cannabis Products within the City;
- (2) Licensing the sale, testing, manufacturing, or distribution of Cannabis Products and related regulations; and
- (3) Zoning regulations related to the sale, manufacture, testing, and distribution of Cannabis Products as uses within the City.

ARTICLE IV. Moratorium. A moratorium is hereby imposed within the City on the following:

- (a) No business, person, or entity may test, manufacture, distribute, or offer for sale or sell Cannabis Products to the public within the jurisdictional boundaries of the City for twelve (12) months from the effective date of this ordinance.
- (b) The City shall not issue any license or permit related to Cannabis Products from twelve (12) months from the effective date of this ordinance. No license, application, site plan, building permit, zoning approval, or other permit of any kind, by any individual, establishment, organization, or business involved in the proposed sale, testing, manufacturing, or distribution of Cannabis Products within the City shall be accepted or considered for twelve (12) months from the effective date of this ordinance.

ARTICLE V. Violations. During the period of the moratorium, it is a violation of this Ordinance to do any of the following within the City:

- (a) Test, manufacture, distribute, or offer for sale or sell Cannabis Products;

ARTICLE VI. Exceptions. The moratorium imposed by this Ordinance does not apply to the following:

- (a) The sale of medical cannabis or hemp products that were lawful to sell prior to the effective date of the Act; or
- (b) Businesses engaged in the sale of Cannabis Products within the City prior to the effective date of this Ordinance.

ARTICLE VII. Enforcement. A violation of this Ordinance shall be a misdemeanor. In addition, the City may enforce this Ordinance by mandamus, injunction, other appropriate civil remedy in any court of competent jurisdiction, or through the City's administrative penalties program under Section 205 of the City Code.

ARTICLE VIII. Effective Date and Term. This Ordinance shall be effective upon the first day of publication after adoption and shall have a maximum term of 12 months. This Ordinance shall remain in effect until the expiration of the 12 month term, until it is expressly repealed by the City Council, or until the effective date of an ordinance amending the City Code to address Cannabis Products, whichever occurs first.

ARTICLE IX. General Provisions.

- (a) Not Codified. This Ordinance is transitory in nature and shall not be codified into the City Code.

- (b) Severability. Every section, provision, and part of this Ordinance is declared severable from every other article, section, provision, and part thereof. If any article, section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other article, section, provision, or part of this Ordinance.

Adopted by the Isanti City Council this ____ day of _____, 2022.

Attest:

Mayor Jeff Johnson

Jaden Strand
City Clerk

Posting Date:
CC Reading Date:
Publication Date:
Effective Date:

A Community For Generations.



MEMO for Committee of the Whole

To: Mayor Johnson and Members of the City Council
From: Stephanie Hillesheim, Community Development Director
Date: August 16, 2022
Subject: Landscaping Ordinance and Tree Requirement Update

Background

The City has recently been working through some clarification of City Zoning Ordinance Section 15: Fence, Screening and Landscaping due to some conversations held between a resident and builder in regards to what is allowed and what steps are necessary regarding landscaping, escrow, etc.

After looking at timelines and what City staff have been directed to do by past development agreements, we have come to the conclusion that there is inconsistency between current City Ordinance and what has been accepted for residential landscaping in new developments.

City Ordinance 445: Section 15

City Ordinance 445: Section 15: Fencing, Screening and Landscaping was adopted in 2008. The language from this section precedes Ordinance 445 and was actually adopted in 2006 as part of City Ordinance 382. Prior, Ordinance 254 governed landscaping requirements, and previously Ordinance 176 was originally adopted in 1993.

Looking back through the years specifically when development agreements were entered into, the City currently follows all of these Ordinance requirements for specific parcels, as well as other requirements outlined in specific PUDs for trees planted on newly developed residential parcels.

Prior to entering into the development agreement for Legacy Pines and approving the Final Plat, it was part of the Villages on the Rum Development as phase VII. The final constructed phase of Villages on the Rum 3rd Addition, Phase IV was established in 2006 and was agreed upon to follow the City Ordinance 382. This phase of the development was the first in the City of Isanti to officially be established under the new standards requiring the number of trees planted increase with the lot sizes over 8,000 square feet. All parcels in previous phases of Villages on the Rum were held to the previous Ordinance 254 which required 2 trees per residential lot established in their development agreements. Research indicates that the preceding ordinance requirements were continued in Villages on the Rum 3rd Addition, Phase IV and the agreed upon requirements outlined in the Development Agreement were not upheld. From what can be assumed, staff turnover in a number of positions lead to even further divergence to uphold current ordinance standards when Legacy Pines was approved with Ordinance 445 as the defined standards for residential tree requirements.

Moving Forward

City staff have been researching the best way to move forward with this issue. We understand it is not reasonable for the City to require all new and lots currently under construction to begin planting more trees as their neighboring lots were not held to the same standards, or force all lots to plant additional trees. At the same time it is our job to ensure City Ordinance is upheld. Our recommendation is to revise the development agreement for Legacy Pines to reflect the standards that have been precedent in the development, 2 trees per residential lot (4 on corner lots). With only a few lots remaining in Legacy Pines this will allow the status quo to be met and provide guidance for City Staff moving forward. City staff also recommend we require Fairway Greens North, the newest development under construction in Isanti, to follow through with the existing Ordinance 445 requirements as stated in their development agreement. Staff will uphold the requirements on the attached chart for all lots moving forward, unless the Development Agreement for that parcel states otherwise. We would like to send the requirements to all of the builders in Fairway Greens North, and other developments moving forward. Information will be included in the packet of information each time a building permit for a new home is pulled. We also recommend stating this information on stickers upon plan review completion by the Building Official to building plans. Clear communication with builders is crucial to upholding ordinance requirements and maintaining good relationships.

Request:

City Staff would like direction moving forward on this issue to potentially amend the Development Agreement for Legacy Pines to include language on tree requirements, which will brought forward at a City Council meeting.

Attachments:

- Landscaping Requirements Chart
- City Zoning Ordinance 445, Section 15: Fencing, Screening and Landscaping
- Legacy Pines Development Agreement

Landscape Reference Chart



Lot Size	Less than 8000 sq. ft. lot	8000 – 12,000 sq. ft. lots or 100’-150’ of street frontage	Corner lots, more than 12,000 sq. ft. lots or more than 150’ of street frontage
2.5 inch – Primary Trees	2	3	*4
	<i>* Requires at least three different species</i>		

- All residential properties shall provide a minimum of two (2) trees.
- No more than 50% of trees may be the same species.
- Each tree shall be planted a minimum of five (5) feet from the public right-of-way.
- The majority of trees shall be planted in front of the primary structure. For corner lots, trees may be planted along the secondary street frontage.
- Conifers and deciduous trees found in the City’s Secondary Tree list may be substituted for a Primary Tree at the ratio of 3:2.
- If smaller trees are utilized, one and one-half (1.5) inch Primary Trees may be substituted at a ratio of 2:1 for full-sized trees.
- Secondary of Ornamental trees, one and one-half (1.5) inches in diameter or four (4) foot tall conifer trees may be substituted at a ratio of 3:1 for required full sized Primary trees.
- Soil Requirement: All disturbed areas that are not planned to receive an impervious surface shall be graded and finished with a minimum layer of four (4) inches of Premium Topsoil that is screened, pulverized and in compliance with the requirements as defined by MNDOT specifications.

<u>Primary Deciduous Trees</u>	<u>Common Names</u>
Acer freemanii	Autumn Blaze (Red Maple x Silver Maple)
Acer platanoides (various species)	Norway Maples – Cleveland, Columnar, Crimson King, Emerald, etc.
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple or Hard Maple
Betula nigra	River Birch
Carya ovate	Shagbark Hickory
Celtis occidentalis	Hackberry
Quercus alba	Oak, White
Quercus coccinea	Scarlet Oak
Quercus macrocarpa	Oak, Bur
Tilia Americana	American Linden (aka – Basswood)
Tilia cordata	Littleleaf Linden or Greenspire Linden
<u>Secondary Deciduous Trees</u>	<u>Common Names</u>
Acer pseudoplatanus	Sycamore Maple
Aesculus hippocastanum	Horse Chestnut
Aesculus octandra	Yellow Buckeye
Aralia elata	Japanese Angelica Tree
Betula lenta	Sweet or Black Birch
Carpinus betula	European Hornbeam
Carya cordiformis	Bitternut Hickory
Corylus colurna	Turkish Filbert
Catalpa speciosa	Northern Catalpa
Fagus	Beech (both North American and European)
Ginkgo biloba	Ginkgo (only male trees permitted)
Gleditsia triacanthos inermis	Honeylocust, thornless or ‘Imperial or ‘Skyline’
Gymnocladus dioicus	Kentucky Coffeetree
Juglans nigra	Black Walnut

Liriodendron tulipifera	Tuliptree (best grown w/ sprinkler system)
Phellodendron amurense	Amur Corktree
Quercus rubra	Red Oak
Quercus palustris	Pin Oak
Tilia x euchlora	'Redmond' Linden
Tilia platyphyllos	Bigleaf Linden
<u>Conifers</u>	<u>Common Names</u>
Abies balsamea	Fir, Balsam
Abies concolor	Fir, Concolor
Larix laricina	Tamarack
Picea abies	Spruce, Norway
Picea glauca	Spruce, White
Picea glauca densata	Spruce, Black Hills
Picea pungens	Spruce, Colorado Green, 'Glauca' Spruce, Colorado Blue
Pinus nigra	Pine, Austrian
Pinus ponderosa	Pine, Ponderosa (may not be hardy)
Pinus resinosa	Pine, Norway (aka – Red Pine)
Pinus strobes	Pine, White
Pinus sylvestris	Pine, Scotch
Pseudotsuga menziesii	Fir, Douglas
Thuja occidentalis	Arborvitae
Thuja occidentalis	'Techny' Techny Arborvitae
<u>Ornamentals</u>	<u>Common Names</u>
Acer ginnala	Maple, Amur
Acer tataricum	Tatarian Maple (similar to Amur Maple)
Amelanchier	SERVICEberry or Juneberry
Carpinus caroliniana	American Hornbeam
Cornus alternifolia	Pagoda Dogwood
Crataegus spp.	Hawthorne 'Winter King' or 'Washington'
Maackia amurensis	Amur Maackia
Malus baccata columnaris	Crabapple, Columnar Siberian
Malus (various species)	Crabapple, flowering – Varieties; Dolgo, Flame, Radiant, Red, Silver, Red Splendor
Ostrya virginiana	Ironwood (aka – American Hophornbeam)
Prunus cerasifera	'Newport' Plum, Newport
Prunus maackii	Amur Chokecherry
Prunus triloba	Plum, flowering or Rose Tree of China
Prunus virginiana	'Schubert' Chokecherry, Schubert's
Syringa reticulata	Japanese Tree Lilac

This Reference Chart briefly summarizes most of the important parts of Ordinance # 445. Please see the ordinance for a list of Prohibited Trees, Permitted Trees Not Meeting Landscape Requirements, and more information about landscaping. Visit the City website at www.cityofisanti.us for more information.

SECTION 15: FENCING, SCREENING, AND LANDSCAPING

Subdivision 1	General Provisions
Subdivision 2	Residential Fences
Subdivision 3	Non-Residential Fences
Subdivision 4	Screening Fences and Planting Screens
Subdivision 5	Landscaping Requirements

Subdivision 1: General Provisions.

Except as otherwise provided herein, all fences and walls within the City shall be subject to the following general provisions:

- A. Permit Required.
1. Building Permit. Prior to the construction and/or installation of a fence, an application for a building permit shall be obtained from the City and shall specify the intended location, character, and size of such fence or wall.
 2. Zoning Permit. For all other fences, not meeting the requirements for a building permit, a zoning permit must be obtained prior to construction on the property.
- B. Maintenance. All fences shall be properly maintained, so as not to become unsightly, hazardous, or constitute a nuisance. Damaged and destroyed fences shall be removed and replaced within thirty (30) days upon written notice from the Community Development Director or his/her designee. All fences shall be maintained at the property owner's expense. The persons, firms, corporations, or individuals constructing or causing the construction of such fence shall be responsible for maintaining that part of the property between the fence and the property line.
- C. Installation.
1. The side of any fence or wall considered to be its "face" (finished side with no structural supports) shall face either the abutting property or the street right-of-way.
 2. Upon installation of the fence, no physical damage shall occur to the abutting property owner unless it has been permitted under written agreement with the adjacent property owner.
- D. Prohibited Materials. Fences shall not be constructed from chicken wire, welded wire, snow fence, branches, or materials originally intended for other purposes. Electric fencing and metal sheeting are also prohibited materials. Barbed-wire fencing is prohibited in all non-industrial districts.
- E. Setbacks.
1. On corner lots or lots adjacent to railroad right-of-ways, streets or public roads, no fence shall be located in the vision clearance triangle, as shown within Section 4 of this Ordinance.
 2. Privacy fences shall be setback a minimum of two (2) feet from any street right-of-way.
 3. Fences shall be located on the property of the owner. All posts and framework shall be placed within the property lines of the fence owner.
 4. No fence shall enclose a water shutoff valve to the interior. A 12-inch minimum separation between the fence and the water shutoff valve must be maintained.
 5. No fences shall be permitted within a stormwater flow path.
 6. Fences within a storm pond drainage easement must provide for the free flow of water by using a material such as chain-link or by providing a minimum ground clearance of four (4) inches.
 7. Fences located within storm pond drainage easements shall be reviewed by Public Works and/or The City Engineer. (*Ord. No. 647*)
- F. Retaining Walls. Retaining walls exceeding four (4) feet in height, including staged walls which cumulatively exceed four (4) feet in height, must be constructed in accordance with plans prepared by a registered engineer or landscaped architect. Building permits for construction of a retaining wall over four (4) feet are required.

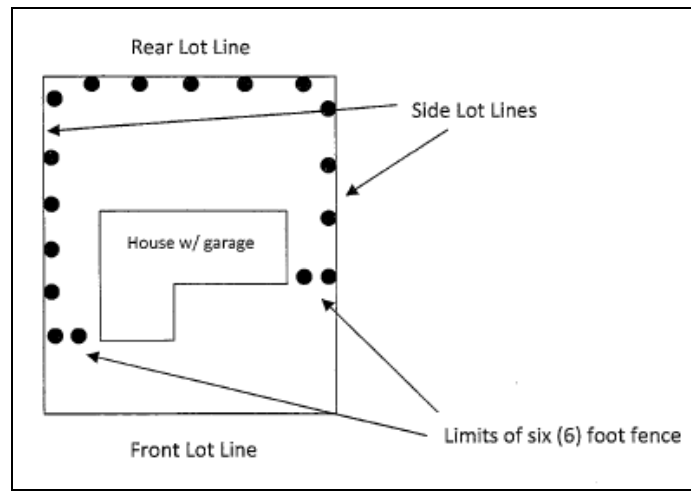
- G. Property Owner Responsibility. Any fence located on the property line or within a drainage and utility easement shall be removed upon request of the City and at the expense of the property owner.

Subdivision 2: Residential Fences

The following regulations shall apply to all residential properties located within the City.

- A. Maximum Height. Fences shall be no higher than three (3) feet when extended past the front corner of the home or garage of the principal structure. Fences shall be no higher than six (6) feet in the rear and side yards and shall not extend past the front corner of the principal structure. Fence height shall be measured from the finished grade level.

FIGURE 12: Fence Location

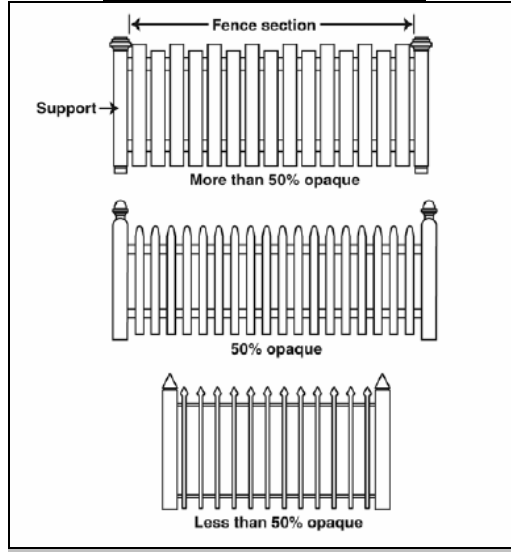


Note: Drawing has been provided to show the limitations on the location of a six (6) foot fence, in reference to the principal structure on an interior lot only. Corner lots must meet the requirements as provided within the text of this Ordinance.

- B. Exceptions. The following exceptions apply to residential fences.
1. On corner lots, the street side setback may match the setback of the prevailing fence line of the corner lot immediately abutting such property. However, at no time shall the fence be within the right-of-way or the vision clearance triangle, as shown within Section 4 of this Ordinance. Such fence location shall be subject to approval by the Community Development Director or his / her designee. (*Ord. No. 623*)
 2. On corner lots and through lots, a four (4) foot chain-link fence that is less than ten (10) percent opaque or ninety (90) percent transparent may be placed along the secondary street frontage.
 3. Fences permitted past the front corner of the principal structure shall meet the height requirements as specified within this Section. Chain-link fences shall not be permitted within the front yard. A decorative fence is the only type of fence permitted past the front corner of the principal structure and shall have an opaqueness of no greater than 50%.
 4. Screening fences, as required by Chapter 227, Article II of the City Code of the City of Isanti; for screening of stored recreational vehicles within the side or rear yard shall meet one of the following acceptable screening options: (*Ord. No. 608*)
 - a. A fencing screen per Subdivision 4(A) of this Section and shall obscure from view at ground level any neighboring property or public street by at least 80% of the area.
 - b. Installation of a planting screen. Where natural materials, such as trees or hedges are approved in lieu of required screening by means of walls or fences, density and species of planting shall be such to achieve 80% opaqueness year round from view at ground level at any neighboring property or public street.
 - (1) Acceptable plantings include arborvitae, upright juniper, upright yew, fountain hemlock, or other species approved by the Zoning Administrator.
 - (2) Plants shall be 4'-5' in height when purchased for installation.
 - (3) Plantings must be spaced within half the plants spread at maturity.

- (4) Plant material centers shall not be located closer than three (3) feet from a side or rear property line or twelve (12) feet from a front property line and shall not be planted to conflict with public plantings, drainage and utility easements, sidewalks, trails, fences, parking areas, and driveways based on the judgment of the Community Development Director or his/her designee.
- (5) All planting screens shall be reviewed and approved by the Community Development Director or his/her designee.
- (6) Planting screens shall be maintained in a healthy condition. Dead material shall be removed and replaced within thirty (30) days upon written notice of the Community Development Director or his/her designee.

FIGURE 13: Fence Opacity



Subdivision 3: Non-Residential Fences

- A. Commercial and Industrial properties may construct security fences up six (6) feet in height. Fences in excess of six (6) feet shall require a conditional use permit.
- B. Barbed-wire fencing is permitted in Industrial Districts only. Barbed wire security arms shall be constructed at a minimum of six (6) feet in height. The security arm shall be angled in such a manner that it does not overhang any lot lines.

Subdivision 4: Screening Fences and Planting Screens

All commercial and industrial uses and transitional lot areas as stipulated within this ordinance that are required to provide screening shall do so through the use of one of the following, subject to recommendation by the Planning Commission and approval by the City Council.

- A. Screening Fence.
 - 1. Screening Fences shall be at maximum of six (6) feet in height with a minimum opaqueness of 80 percent. Screening height shall be measured from the finished grade level.
 - 2. Screening fences shall be constructed of masonry, brick, wood, chain-link or steel and shall be compatible with the principal building on the site and with the surrounding properties.
 - 3. Fencing may be placed along the property line, providing mutual written consent has been granted by the abutting property owners and filed along with a copy of the certificate of survey to the City prior to construction.
 - 4. Barbed-wire fencing is permitted in industrial districts only, and provided that the following conditions are met:
 - a. The fencing shall be constructed at a minimum of six (6) feet above ground level.
 - b. The fencing does not overhang any lot lines.
 - 5. Screening fences or walls shall be setback five (5) feet from the property line, if a mutual written agreement has not been filed and if the property is not adjacent to a street right-of-way.

6. A combination of coniferous and deciduous trees may be planted to soften the appearance of the fence or wall from adjacent properties or the public street.

B. Planting Screens.

1. Planting screens shall consist of a row of alternating evergreen and deciduous trees and shrubs. The species and size shall be in accordance with Subdivision 5, of this Section.
2. The trees shall be placed in such proximity as to form a screen.
3. Planting screens shall be maintained in a healthy condition. Dead material shall be removed and replaced within thirty (30) days upon written notice of the Community Development Director or his/her designee.

Subdivision 5: Landscaping Requirements

- A. Purpose. The purpose of this Subdivision is to provide specifications, which will guide landscaping within residential, commercial, mixed-use, and industrial districts; will provide buffering between different and more intense land uses; will ensure that native trees and vegetation are preserved and replenished ; will aid in the stabilization of the environment’s ecological balance by reducing storm water runoff and improving surface water quality; and will enhance the overall beauty and appearance of the City.

B. General Requirements.

1. City Tree lists. The following trees may be used to meet planting and landscaping requirements. If other tree varieties are desired; they shall be approved by CityStaff.

TABLE 4: Primary and Secondary Deciduous Tree List

Primary Deciduous Trees	Common Names
Acer freemanii	Autumn Blaze (Red Maple x Silver Maple)
Acer platanoides (various species)	Norway Maples - Cleveland, Columnar, Crimson King, Emerald Lustre, Emerald Queen, Schwedler, etc.
Acer rubrum	Red Maple
Acer saccharum	Sugar Maple or Hard Maple
Betula nigra	River Birch
Carya ovata	Shagbark Hickory
Celtis occidentalis	Hackberry
Quercus alba	Oak, White
Quercus coceinea	Scarlet Oak
Quercus macrocarpa	Oak, Bur
Tilia Americana	American Linden (aka – Basswood)
Tilia cordata	Littleleaf Linden or Greenspire Linden
Secondary Deciduous Trees	Common Names
Acer pseudoplatanus	Sycamore Maple
Aesculus hippocastanum	Horse Chestnut
Aesculus octandra	Yellow Buckeye
Aralia elata	Japanese Angelica Tree
Betula alleghanie	Yellow Birch
Betula lenta	Sweet or Black Birch
Carpinus betula	European Hornbeam
Carya cordiformis	Bitternut Hickory
Corylus colurna	Turkish Filbert
Catalpa speciosa	Northern Catalpa
Fagus	Beech (both North American and European)
Ginkgo biloba	Ginkgo (only male trees permitted)
Gleditsia triacanthos inermis	Honeylocust, thornless or ‘Imperial’ or ‘Skyline’
Gymnocladus dioicus	Kentucky Coffeetree
Junglans nigra	Black Walnut

Liriodendron tulipifera	Tuliptree (best grown w/ sprinkler system)
Phellodendron amurense	Amur Corktree
Quercus rubra	Red Oak
Quercus palustris	Pin Oak
Tilia x euchlora	'Redmond' Linden
Tilia platyphyllos	Bigleaf Linden

TABLE 5: Ornamental Tree List

Ornamentals	Common Names
Acer ginnala	Maple, Amur
Acer tataricum	Tatarian Maple (similar to Amur Maple)
Amelanchier	Serviceberry or Juneberry
Carpinus caroliniana	American Hornbeam
Cornus alternifolia	Pagoda Dogwood
Crataegus spp.	Hawthorne 'Winter King' or 'Washington'
Maackia amurensis	Amur Maackia
Malus baccata columnaris	Crabapple, Columnar Siberian
Malus (various species)	Crabapple, flowering – Varieties; Dolgo, Flame, Radiant, Red, Silver, Red Splendor
Ostrya virginiana	Ironwood (aka – American Hophornbeam)
Prunus cerasifera	'Newport' Plum, Newport
Prunus maackii	Amur Chokecherry
Prunus triloba	Plum, flowering or Rose Tree of China
Prunus virginiana	'Schubert' Chokecherry, Schubert's
Syringa reticulata	Japanese Tree Lilac

TABLE 6: Coniferous Tree List

Conifers	Common Names
Abies balsamea	Fir, Balsam
Abies concolor	Fir, Concolor
Larix laricina	Tamarack
Picea abies	Spruce, Norway
Picea glauca	Spruce, White
Picea glauca densata	Spruce, Black Hills
Picea pungens	Spruce, Colorado Green
Picea pungens	'Glauca' Spruce, Colorado Blue
Pinus nigra	Pine, Austrian
Pinus ponderosa	Pine, Ponderosa (may not be hardy)
Pinus resinosa	Pine, Norway (aka – Red Pine)
Pinus strobes	Pine, White
Pinus sylvestris	Pine, Scotch
Pseudotsuga menziesii	Fir, Douglas
Thuja occidentalis	Arborvitae
Thuja occidentalis	'Techny' Techny Arborvitae

TABLE 7: Permitted Trees Not Meeting Landscaping Requirements

Allowed – but not used to meet requirements	
Acer saccharinum	'Silver Queen' Maple, (still weak limbs/large roots)
Aesculus glabra	Ohio Buckeye (questionable – mildew, blight, leaf scorch all of which may disfigure)
Betula papyrifera	Birch, Paper (questionable – birch borer – understory)

Elaeagnus angustifolia	Russian Olive
Morus (Rubra and Alba)	Red and White Mulberry
Populus tremuloides	Quaking Aspen
Quercus bicolor	Oak, Bicolor (recategorized because it prefers clay soil)
Robinia pseudoacacia	Black Locust
Salix	Willow
Ulmus Americana	American Elm (recategorized – Dutch Elm Disease)
Rhus	Sumac

TABLE 8: Prohibited Trees

Not allowed to be planted within the City	
Acer negundo	Boxelder
Betula pendula	'Dalecarlica' Birch (aka – cut leaf weeping)
Rhamnus	Buckthorn
Ulmus pumila	Siberian Elm
Populus	Poplar
Populus deltoids	Cottonwood

2. All properties shall provide one (1) tree per fifty (50) feet of lot frontage, or fraction thereof.
 3. Deciduous trees shall be two and one-half (2.5) inches in diameter and Coniferous/Evergreen trees shall be six (6) feet in height above the root ball at the time of installation.
 4. All trees shall be measured according to American Standards for Nursery Stock.
 5. No more than fifty (50) percent of the required trees provided on the property may be of the same species.
 6. Underground sprinkler systems.
 - a. Sprinkler systems shall be provided as part of each new development for all landscaped areas, except those areas on the property that will be preserved in their natural state.
 - b. Single-family and two-family dwellings as well as additions to existing structures, in which the addition will not exceed the floor area of the existing structure, are exempt from this provision.
 - c. On all lots, the City may permit alternative landscaping options, which may not require an irrigation system. Such alternative options shall be reviewed by the Planning Commission. Alternative landscape options include, but are not limited to, rock gardens, natural prairie grass, and rain gardens.
 7. Tree Preservation Requirements.
 - a. A reasonable attempt shall be made to preserve as many existing trees as practicable on a property.
 - b. Existing trees identified to be preserved shall be protected by orange snow fencing. The fencing shall be installed at the dripline and shall remain in place throughout the construction process, from excavation to the completion of the landscaping.
 - c. No construction materials or equipment shall be located within the fenced area. Grade changes within the fenced area are prohibited. Soil compaction in the critical root zone or damage to trunks or limbs shall be avoided.
 - d. Should the property owner, developer, or homeowner fail to install or maintain tree protection fencing; existing trees located on the property shall not be counted towards the landscaping requirements.
- C. Residential Requirements. In addition to the general requirements noted, properties located within residential districts, shall be subject to the following regulations.
1. Soil Requirements. All disturbed areas that are not planned to receive an impervious surface shall be graded and finished with a minimum layer of four (4) inches of Premium Topsoil that is screened, pulverized and in compliance with the requirements as defined by MNDOT specifications Section.

- a. The topsoil shall be hauled from a pre-approved source certified by the Minnesota Department of Transportation or the material shall be tested by an independent laboratory hired by the applicant. Any material tested that is not within MNDOT standards will be considered not in compliance and rejected from use within the City limits.
 - b. A certificate or written verification shall be provided to the Building Official, which includes the name of the certified site in which the soil was purchased, the type of soil, and the purchase date.
 - c. No credit will be given for soil thickness associated with the soil attached to the root zone of sod rolls. Any area receiving sod shall be graded with four (4) inches of premium topsoil before the sod is placed.
2. Turf Requirements. All areas disturbed by new construction or not covered by established lawn or turf shall be sodded. Those areas to be maintained as natural areas as provided for within a developer's agreement or any wetlands that may be located on the property are exempt from this provision. The Building Official may waive this requirement upon inspection of the property.
 3. Tree Requirements. The following quantity and type of trees are required.
 - a. All residential properties shall provide a minimum of two (2) trees.
 - b. Residential lots exceeding 8,000 square feet in area shall provide a minimum of three (3) trees upon the property. Corner lots and lots exceeding 12,000 square feet in area shall provide a minimum of four (4) trees.
 - c. When calculating the number of required trees, whether based upon lot area or lot frontage, the greater of the two shall be provided.
 - d. Trees shall be of varying species and shall be in accordance with the City Tree Lists, as presented within the Section. If four (4) or more trees are used, the trees shall be of at least three (3) different species. If seven (7) or more trees are planted, trees shall be of at least four (4) different species. Other types of trees not listed on the City Tree Lists may be permitted at the discretion of City Staff.
 4. Tree Location.
 - a. Each tree shall be planted a minimum of five (5) feet from the public right-of-way.
 - b. The majority of trees shall be planted in front of the primary structure. For corner lots, trees may be planted along the secondary street frontage.
 5. Tree Substitutions.
 - a. Conifers and deciduous trees found on the City's Secondary Tree list may be substituted for a Primary Tree at a ratio of 3:2.
 - b. If smaller trees are utilized, one and one-half (1.5) inch Primary Trees may be substituted at a ratio of 2:1 for full-sized trees.
 - c. Secondary or Ornamental trees, one and one-half (1.5) inches in diameter or four (4) foot tall conifer trees may be substituted at a ratio of 3:1 for required full sized Primary trees.
 6. Maintenance of Landscaping.
 - a. The owner or tenant shall be responsible for the maintenance of landscaping provided on the parcel(s) in a condition presenting a healthy, neat, and orderly appearance; free from refuse and debris.
 - b. Trees and ground cover that are required by this Ordinance or by an approved site or landscape plan and which have died or have been removed shall be replaced within three (3) months from receipt of notification by the City. The time for compliance may be extended to nine (9) months, due to seasonal weather conditions.
- D. Non-Residential Requirements. In addition to the general requirements noted, properties located within non-residential districts, shall be subject to the following regulations.
1. Minimum Landscaping Requirements. All open areas of a lot which are not used or improved for required building areas, parking areas, building expansion areas, drives, sidewalks, storage, or similar hard surface materials shall be landscaped with a combination of sod, overstory trees, understory trees, shrubs, flowers, ground cover materials and/or other similar site design features or materials in a quantity acceptable to the City.

2. Parking Lot Landscaping.
 - a. All parking lots containing over fifty (50) stalls shall be designed to incorporate unpaved, landscaped islands in number and dimension as required by the City. All landscape islands shall contain a minimum of 180 square feet.
 - b. Islands, which are necessary to promote the safe and efficient flow of traffic shall be in addition to those required for parking lots with over fifty (50) stalls and shall be required by the City when warranted.
 - c. Parking lot landscape areas, including landscape islands, shall be reasonably distributed throughout the parking lot area so as to break-up expanses of paved areas.
 - d. Parking lot landscape areas shall be provided with deciduous shade trees, ornamental trees, evergreen trees, ground cover, mulch and/or shrubbery as determined appropriate by the City Council. Parking lot landscaping shall be contained in planting beds bordered by raised concrete curbs. Alternative landscape options may include, but are not limited to natural prairie grass or rain gardens.
3. Maintenance of Landscaping. The owner, tenant, and their respective agents shall be responsible for the maintenance of all landscaping provided on the parcel(s) in a condition presenting a healthy, neat, and orderly appearance; free from refuse and debris. Plants and ground cover that are required by an approved site or landscape plan and which have died shall be replaced within three (3) months from receipt of notification by the City. The time for compliance may be extended to nine (9) months, due to seasonal weather conditions.
4. Soil Requirements. A minimum of four (4) inches of topsoil shall be provided upon all lots.
5. Turf Requirements. All areas disturbed by new construction or not covered by established lawn or turf shall be sodded. Those areas to be maintained as natural areas as provided for within a developer's agreement or any wetlands that may be located on the property are exempt from this provision. The Building Official may waive this requirement upon inspection of the property.
6. Tree Requirements.
 - a. Landscaping shall provide for an appropriate mix of plantings around the exterior footprint of all buildings. Landscaping shall improve the appearance of the structure and break up large unadorned building elevations. Plantings are not intended to obscure views of the building or accessory signage.
 - b. Where undeveloped or open areas of a site are located adjacent to a public right-of-way, the plan shall provide for deciduous trees. A minimum of one (1) tree per fifty (50) feet of street frontage is required. The City may approve an alternative if such alternative appears to meet the intent of this article.
 - c. In addition to deciduous and coniferous trees; shrubs, ornamental trees, perennials and annual flowers and bulbs as well as ornamental grasses and ground cover shall be used to compliment the landscape plan.
 - d. Trees shall be of varying species and shall be in accordance with the City Tree Lists, as presented within the Section. If four (4) or more trees are used, the trees shall be of at least three (3) different species. If seven (7) or more trees are planted, trees shall be of at least four (4) different species. Other types of trees not listed on the City Tree Lists may be permitted at the discretion of City Staff.

**CITY OF ISANTI
ISANTI COUNTY, MINNESOTA
DEVELOPMENT AGREEMENT
LEGACY PINES
(Phase 1)**

THIS AGREEMENT (the “Agreement”), is made and entered into this 7th day of NOVEMBER 2018, between the **CITY OF ISANTI**, a Minnesota municipality organized under the laws of the State of Minnesota (hereinafter referred to as “City”) and **Odyssey Homes, Inc.**, a Minnesota corporation (hereinafter referred to as “Developer”).

RECITALS:

WHEREAS, the City Council of the City has, by Resolution No. 2018-215, on September 18, 2018 approved a revised Preliminary Plat, known as "Legacy Pines (“The Preliminary Plat”). As to the real property covered by the Preliminary Plat, this Development Agreement is in conformance with the Master Development Agreement, Villages on the Rum Third Addition, 2nd Replat, dated August 17, 2010, as filed with the County Recorder of Isanti County, Minnesota, as Document No. 410672 (the “Existing Agreement”). In cases where there is variance between the two Development Agreements, the terms of this agreement supersedes the Existing Agreement; and

WHEREAS, the Final Plat of Legacy Pines, which is the first phase of this development, contemplates development of approximately 17.12 acres of real property into 49 residential housing units (“Lots”); and

WHEREAS, the Final Plat of Legacy Pines included Outlot A of approximately 45 acres, said outlot is contemplated for future residential development phases of Legacy Pines, and Developer has agreed to and will provide such temporary easements for street, utility, drainage, cul-de-sac purposes upon, over and across said Outlot A containing such provisions as the City may request and require in order to access and service adjacent properties, in a form to be approved by the City; and

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

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

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

1. Development Agreement Provisions. Subject to such changes as may be agreed between the City and the Developer(s), the Preliminary Plat and all subsequent Final Plats to follow shall include the following provisions:

2. Escrow for City Costs and Fees. Developer shall, contemporaneously with execution of each Development Agreement, deposit with the City an escrow of \$5,000.00 to cover the cost of legal fees, engineering fees, administrative expenses and other costs related to the Development. A separate escrow will be established with the Developer for each Final Plat. All fees and costs incurred by the City in connection with each Final Plat of the Development shall be charged against said escrow account which shall remain in effect until the completion of the Development Phase. Any funds remaining in the escrow account(s) after the completion of the applicable Final Plat shall be refunded to the Developer. During the final plat process, in the event that the escrow account is depleted, the Developer shall post additional sums of money to replenish the account to a

maximum of \$5,000.00 to cover projected City costs as determined by the City. The escrow account shall always have a balance of no less than \$1,000.00. The Developer shall be entitled, upon request, to an itemized statement of all costs and fees charged against the Developer's escrow account.

3. Road Dedication. Each Final Plat (each a "Plat" or a "Final Plat") shall dedicate to the City for roadway and utility purposes all land within the Development located within thirty (30) feet from the centerlines of the following roads in accordance with the Final Plat:

- a. Bellaire Boulevard NW
- b. Moline Loop NW
- c. Bluebird Way NW

4. Developer Installed Municipal Improvements. The Developer shall construct the following described municipal improvements for the Development, which are hereinafter collectively called "Developer Installed Municipal Improvements." The Developer Installed Municipal Improvements shall be constructed at the Developer's expense and in accordance with City requirements and specifications. The Developer shall engage at its own expense a registered professional civil engineer to prepare plans and specifications for the Developer Installed Municipal Improvements. These plans shall be submitted to the City for review and be approved by the City Engineer. The Developer agrees to City inspection of all Developer Installed Municipal Improvements and payment for said inspection services.

- a. The Developer shall construct and/or be responsible for the installation of sanitary sewer, water mains, storm sewer systems, and bituminous streets, with concrete curb and gutter, street lights, sidewalks and trails. Watermain systems shall be looped.
- b. The Developer shall provide adequate off-street parking on all lots abutting on cul-de-sacs, or termination turnarounds, so that the City can prohibit on-street parking if necessary for safety and maintenance purposes.

c. Where grading is required, soils inspection and compaction testing shall be conducted by a registered professional engineer on all areas where soil has been disturbed. All grading shall be done in accordance with a Grading Plan approved by the City Engineer. A minimum of one (1) compaction test shall be obtained for every two (2) foot increment of fill that is placed. A summary of all inspections and compaction tests shall be provided to the City upon completion of the grading. The Developer shall provide a 79G, final compaction report for each lot that has more than two (2) feet of fill. It is recognized that the property may have been rough graded prior to the date of the Development Agreement.

d. All utilities, including electricity, telephone, cable and natural gas, shall be installed underground where possible within platted utility easements or roadway rights-of-way.

5. Erosion Control. Soil stabilization shall be employed throughout each Plat as required to insure the integrity of the soils. The Developer shall use topsoil, mulching, seeding, silt fence, and other such means as are approved by the City to prevent erosion of the soils. An erosion control plan shall be submitted by the Developer and approved by the City Engineer before a grading permit is issued for the Development. Before any grading is started on site, all erosion control measures, as shown on the erosion control plan approved by the City, shall be installed. The Developer shall be responsible for compliance with the approved erosion control plan. The Developer will be given a telephone notice when an unsatisfactory condition exists that is determined to be the Developer's responsibility. Work to correct said unsatisfactory condition shall commence within forty-eight (48) hours from the time of the telephone notice. If said work is not commenced within forty-eight (48) hours of said telephone notice, the City is hereby given the right to enter upon the property and to proceed to do the required work at the expense of the Developer. If it is determined that the unsatisfactory condition could result in degradation of downstream water quality, the Developer shall, upon telephone notice, immediately proceed to correct said unsatisfactory condition. If the Developer does not immediately respond to said unsatisfactory condition, the City is

hereby given the right to enter upon the property and correct said condition at the expense of the Developer. The City shall be entitled to all of its reasonable costs and expenses associated with correction work done under this paragraph, including, but not limited to legal, fiscal and engineering costs. The City may at its option invoice the said costs for direct payment from the Developer or proceed to draw on the Developer's escrow established under paragraph 7 or the financial guarantee provided under paragraph 19. The erosion control plan shall be in accordance with the Minnesota Pollution Control Agency's NPDES Phase II requirements.

6. Street Cleaning: The Developer shall contract with a street cleaning firm to provide street cleaning services within and immediately adjacent to the Development. A copy of said contract shall be submitted to and approved by the City, in its discretion, prior to the issuance of a grading permit. This contract shall be submitted to and approved by the City prior to the issuance of a grading permit. This contract shall name the City as an authorized agent to order street cleaning services, as the City deems necessary. The Developer shall pay for the cost of the street cleaning under the contract. During development of the Plat, the Developer shall keep the streets adjoining its Development free of dirt and debris caused by its Development. In the event dirt and/or debris has accumulated on streets within or adjacent to the Development, the City is hereby authorized to immediately commence street cleaning operations if the streets are not cleaned by the Developer by 3:30 p.m. the day after the day of the violation. If conditions are such that street cleaning operations are immediately necessary, the City may perform the necessary street cleaning. The City will then bill the Developer for all associated street cleaning costs. Failure to reimburse the City for street cleaning costs within ten (10) days of such billing will result in the City drawing funds from the Developer's escrow established under paragraph 2 or the financial guarantee provided under paragraph 14.

7. Stormwater: The Developer shall construct storm sewer, swales, and/or such other storm water drainage devices as shall be necessary to control drainage within the Plat. A storm water drainage plan must be submitted to the City and approved by the City and the

City's Engineer before any work is done within the Plat. Storm water systems shall be designed based on 100 year high water levels. No storm water retention or pond areas shall be constructed on residential lots. Drainage easements shall be given so as to cover storm water conveyance needs. The Developer shall construct any required drainage and retention ponds in Outlot areas and shall convey title to the Outlots upon which the ponds are constructed to the City. Said conveyance shall be free and clear of any taxes due and, if recorded after the county cut off period for converting property to tax exempt status, the Developer shall be responsible for all taxes the following year. The Developer shall maintain all drainage area easements on each Lot and no improvements, landscaping or grading shall be permitted in drainage area easements which would interfere with drainage.

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

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

10. Street Repair: It is anticipated that heavy construction equipment will be using City and County roads to access each Plat, including, but not limited to, Isanti Parkway NW, Bellaire Boulevard NW, Whiskey Road NW, Moline Loop NW and 3rd Avenue NW. The Developer shall be responsible for the reconstruction and/or repair of said street(s) identified as damaged by the City of Isanti following completion of construction within

the Plat. Said reconstruction shall return the street(s) to an equal or better condition than existed prior to commencement of the Development. Plans for such work shall be approved by the City Engineer prior to commencement of reconstruction or repair work. The Developer shall instruct all construction crews to ensure that the properties adjacent to this Plat have access to their property at all times during construction.

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

12. Notice to Proceed: The Developer agrees not to commence any grading, utility or street work within the Development until first receiving a written “Notice to Proceed” from the City Engineer.

13. Warranty of Improvements: The Developer represents and warrants that all of the Developer Installed Municipal Improvements made shall be guaranteed to be properly functioning as designed for a period of two (2) years following acceptance by the City of the Developer Installed Municipal Improvements (“Warranty Period”). In the case of any material or labor that is supplied and that is reasonably rejected by the City as defective or unsuitable, then the rejected materials shall be removed and replaced with approved material, and the rejected labor shall be done anew to the reasonable satisfaction and approval of the City at the sole cost and expense of the Developer. In any event, none of

the Warranty Periods identified herein shall begin to run until all of the Developer Installed Municipal Improvements have been approved and accepted by the City. If the Developer does not proceed to correct or repair improvements under this section once notified by the City, it shall be considered an Event of Default under the Development Agreement. The Developer shall post a warranty bond to guarantee completion of warranty items.

14. Financial Guarantee: The Developer shall provide a financial guarantee to the City, in the form of a cash escrow, letter of credit or surety bond in the amount equal to one hundred twenty five percent (125%) of the estimated amount of the required Developer Installed Municipal Improvements to be completed in the Phase(s) of the Development. The form of such financial guarantee shall be at the option of the Developer subject to the City's approval of the documentation evidencing the guarantee. Any letter of credit shall be from a FDIC insured financial institution approved by the City. Any surety bonds shall be in a form and from an entity approved by the City. The City's Engineer shall calculate the estimated cost of completion of the Developer Installed Municipal Improvements for each Phase of the Development. One hundred twenty five percent of that amount will be required as a financial guarantee. Except as hereinafter provided, the City shall have the right to retain the financial guarantee until the Developer Installed Municipal Improvements have been completed to the satisfaction of the City. The Developer has a right to request reduction of the escrow, surety bond or letter of credit amount as work on the Developer Installed Municipal Improvements progresses. Specifically, the Developer shall send a written request to the City's Engineer for a specific reduction in the amount of the escrow, surety bond or letter of credit. The City Engineer shall review that request and make a recommendation to the City as to whether or not the escrow, surety bond or letter of credit should be reduced and if so, to what amount. The City shall then decide whether or not to reduce the escrow, surety bond or letter of credit. The City, however, will not reduce the escrow, surety bond or letter of credit, below 20% of the estimated cost of the Developer Installed Municipal Improvements until after submittal of record plan documents as required by paragraph 25, or below ten percent (10%) of the total construction cost of the Developer Installed

Municipal Improvements until two (2) years following acceptance of the Developer Installed Municipal Improvements. At that point, the escrow, surety bond or letter of credit shall be released or refunded, as the case may be, assuming no warranty work remains to be done.

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

16. Lowest Floor Elevations. No building shall be constructed on any of the Lots herein unless the lowest floor elevation is at least two (2) feet above the 100-year flood elevation or two (2) feet above the high groundwater elevation, whichever is greater, for the subject property. Additionally, the lowest floor elevation shall be specifically referenced and designated, for each Lot, on a certificate of survey, which survey shall be provided to the City before any building permits are issued.

17. House Sizes and Locations. The house sizes and locations for those houses shall be in accordance with the Housing Size Location Plan. The following Lots/Blocks will be subject to and are approved for the following house and garage sizes:

a. Lots 1-13, Block 1 and Lots 1-10, Block 2 will be required to have a minimum of 1200 square feet of livable floor space above grade with a 600 square foot minimum floor area for the attached garage.

b. Lots 1-16, Block 4, Lots 1-10, Block 3 will be required to have a minimum of 960 square feet of livable floor space above grade with a 400 square foot minimum floor area for the attached garage.

18. Park Fee. The City has a policy to build up a capital account for future park acquisition and development by means of a park dedication fee. For each Final Plat of the Developer agrees to pay a park dedication fee based on the number of residential

units. Park Fees for Final Plats approved shall be as per the City Fee Schedule. Fees to be paid before the City signs the Final Plat.

19. Signal Light Fee: For each Phase of the Development, the Developer shall contribute a signal light fee based on the number of residential units (Lots). Signal Light fees for Final Plats approved after that date shall be as per the City Fee Schedule. Fees to be paid before the City signs the Final Plat.

20. Trunk Utility Charge: For each Phase of the Development, the Developer shall pay a utility trunk charge based on the number of residential units (Lots) as per the City Fee Schedule. Trunk Utility fees for Final Plats approved after that date shall be as per the City Fee Schedule. Fees to be paid before the City signs the Final Plat.

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

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

23. Miscellaneous Provisions. The Developer specifically understands that approval for Legacy Pines, Phase 1 is given subject to the following requirements:

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

- b.** Final Plat approval shall be contingent upon compliance with grading, storm water drainage, and utility plan approval by the City.
- c.** All applicable conditions of Plat approval must be met before any deeds are stamped for recording and prior to the recording of the Final Plat at the Isanti County Recorder's Office.
- d.** No building or other permits shall be issued, until the Final Plat has been recorded with the Isanti County Recorder; all street signs have been erected by the Developer (as determined by the City); and curb, gutter and the bituminous base course has been placed. This provision specifically requires that the surface water drainage system must be completed and functioning to the satisfaction of the City.
- e.** Each Single Family structure in future Phases shall meet the square footage requirements for the home and garage, and setback requirements per the Planned Unit Development and all applicable City Code and Ordinance requirements
- f.** The Developer shall pay all fees relating to this subdivision, including the cost of recording documents relating to Developer's responsibilities hereunder with Isanti County.
- g.** Exterior lighting or advertising activities on the site shall comply with City ordinance regarding same.
- h.** Drainage and erosion control methods for this development shall be completed prior to the City accepting the roadway or the Developer Installed Municipal Improvements. All work shall be inspected by the City to insure that it complies with City standards. The Developer is responsible for complying with the provisions of the MPCA's NPDES Stormwater Permit. Where the MPCA and City requirements differ, the more stringent or restrictive requirement shall govern.
- i.** The Developer shall permit access to the land herein for periodic inspection to assure conformance with the conditions herein.
- j.** The Developer shall remove all temporary soil stabilization and erosion control devices, such as silt fencing, before the escrow held by the City is returned to the Developer.

- k.** No material deviations from the approved Final Plat and or construction plans shall be allowed unless approved in writing by the City.
- l.** The Developer shall dedicate either street and utility easements or City street and utility right-of-way for the extension of Bellaire Blvd NW to Whiskey Rd NW, and install a water main at Developer's cost.
- m.** The Developer shall dedicate temporary cul-de-sac easements and install a temporary bituminous cul-de-sac at the end of Phase 1 paved roads, built to City standards.
- n.** The Developer shall provide the City with legal descriptions of all parcels of land that are to be subdivided as a part of this project.
- o.** A certificate of survey shall be provided by the builder to the Building Inspector for each Lot at the time a building permit is requested for that Lot. The Developer shall also provide to the City a certificate indicating that all Lots in the Development are graded as per the grading plan submitted.
- p.** The Developer shall provide on-site a sufficient number of portable outhouses to be available for the persons who will be working on-site.
- q.** During the installation of the Developer Installed Municipal Improvements, Developer shall remove all tree waste; junk, miscellaneous debris, junk vehicles, and any other personal property from land still owned by Developer pursuant to the City Code and shall seal wells as directed by the State of Minnesota.
- r.** Deed restriction shall advise owners of all lots of the requirements of this Development Agreement as follows: THE LAND WITHIN THIS PLAT, INCLUDING THE LAND CONVEYED HEREIN, IS BOUND BY RESTRICTIONS IN A DEVELOPMENT AGREEMENT. SAID DEVELOPMENT AGREEMENT IS ON FILE AT THE OFFICE OF THE ISANTI COUNTY RECORDER FILED AS DOCUMENT NO. _____.
- s.** The Developer is responsible for the installation of mailboxes according to the United States Postal Service regulations. The Developer shall work with the local Postmaster to identify mailbox locations. The mailboxes must be installed before a Certificate of Occupancy is issued.

24. Special Provisions. The following shall apply:

- a. Tree Preservation Plan** – A Tree Preservation Plan shall be prepared by the Developer and approved by the City for portions of the Development that have significant or specimen tree stands. Such plan shall show the location of homes and grading of those Lots, so as to protect as many of these trees as possible.
- b. Planned Unit Development** – The Development is approved by the City as a Planned Unit Development, in which the conditions of such approval, authorized in City Council Resolution 2010-111, shall apply.
- c.** The Developer agrees to pay liquidated damages to the City if any Lot, upon which a home has been built, has a real estate closing to an individual intending to use such home as a residence before a certificate of occupancy has been issued for that Lot and/or before all Developer Installed Municipal Improvements within the Plat are certified as being substantially completed by the City. Specifically, the Developer agrees to immediately pay to the City liquidated damages in the amount of one thousand dollars (\$1000.00) for each such closing which occurs in violation of this paragraph. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to in paragraph 19 as security for payment of any liquidated damages owed to the City. The City reserves the right to not issue a Certificate of Occupancy in addition to liquidated damages until all Developer Installed Municipal Improvements are certified as being substantially complete.
- d.** The Developer agrees to pay liquidated damages to the City, in the amount of five hundred dollars (\$500.00), if the Developer encroaches upon any City road right-of-way or utility easement without first obtaining a written permit from the City expressly authorizing said encroachment. The City shall be authorized to retain an appropriate percentage of the financial guarantee referred to above as security for payment of any liquidated damages owed to the City.
- e. Sodding and Seeding Requirements.** All boulevards, public areas, and storm water drainage areas shall be initially seeded and stabilized at completion of mass grading operation by the developer. Prior to issuance of a certificate of occupancy of a single-family residence, it shall be the responsibility of the builder or home

owner to install sodding in all lot front yards, side yards, and back yards per City Zoning Ordinance. Said sodding shall be complete, established and growing within sixty (60) days of issuance of a Certificate of Occupancy, except that, if the Certificate of Occupancy is issued between the dates of October 1 and May 1, then the sodding required herein shall be complete, established and growing no later than July 1 of the following year with the appropriate escrow established for the lot.

(1) All Lots shall receive four (4) inches of premium top soil (as defined by MNDOT, from a source approved by the City Engineer) prior to sodding, in accordance with City Ordinance 445, Zoning Ordinance.

(2) All seeded areas in the development shall be tilled to loosen compacted soils and receive 4 inches of topsoil. MNDOT #25 seed mix shall be used for all constructed storm water ponds and replacement areas.

25. Record Information Requirements. Following completion of all development activities, the Developer shall provide to the City “as-built” plans for all Developer Installed Municipal Improvements and land within the Plat. This information shall be provided to the City by two (2) printed copies, one (1) mylar “hardshell” and one (1) in an electronic GIS file format acceptable to the City Engineer. Such record drawings shall be submitted by the Developer and approved by the City Engineer, prior to the City accepting the Developer Installed Municipal Improvements and starting the warranty period. As-built information shall include:

- a. Topography in two-foot contour intervals.
- b. Water System facility information, including:
 - (1) Location, size and depth of all mains;
 - (2) Location and type of all valves; and,
 - (3) Location of all hydrants.
- c. Sanitary sewer facilities information, including:
 - (1) Location, size and depth of all mains;
 - (2) Location and invert elevations of all manholes; and,
 - (3) Location, size and depth of all lift stations.

- d. Storm sewer facilities information, including:
 - (1) Location, size and depth of all storm sewers;
 - (2) Location and invert elevations of all manholes; and,
 - (3) Location, type and outflow elevations of all storm water control structures.
- e. Flood plain boundaries.
- f. Ordinary high water elevation for all water bodies.
- g. Location of all easements and restrictive covenants.
- h. Location of all road rights-of-way.
- i. Location of all streets, sidewalks and trails.
- j. Location and description of all surveying monuments.
- k. The Developer shall also provide such other information regarding the Plat as is reasonably requested by the City.

26. Warranty of Title. The Developer warrants and represents to the City that it is the fee owner of the land described in the Plat and that it has authority to execute the Development Agreement and agree to the conditions hereof. The Developer also represents and warrants that the use for which this Development is sought will not violate any restrictive covenants applying to the property.

27. Lien Waivers – Copies of signed and recorded lien waivers are required from each of the Developer’s Contractors and Subcontractors. The Lien Waivers shall be submitted to and approved by the City Engineer prior to accepting the Developer Installed Municipal Improvements and starting the warranty period.

28. Binding Effect. This Agreement shall be deemed to be a restrictive covenant and the terms and conditions hereof shall run with the land described herein and be binding on and inure to the benefit of the heirs, representatives and assigns of the parties hereto, and shall be binding upon all future owners of all or any part of the subdivision, and shall be deemed covenants running with the land. Reference herein to the Developers, if there be more than one, shall mean each and all of them. This Agreement shall be placed of

record so as to give notice hereof to subsequent purchasers and successor owners. The cost of said recording shall be borne by the Owner.

29. Restrictions on Transfer/Indemnification.

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

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

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

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

31. Insurance. The Developer will provide and maintain or cause to be maintained at all times during the process of construction of the Developer Installed Municipal Improvements until six (6) months after acceptance of all Developer Installed Municipal Improvements and, from time to time at the request of the City, furnish with proof of payment of premiums on:

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

32. Events of Default.

a. Events of Default Defined. The following shall be "Events of Default" under the Development Agreement and the term "Event of Default" shall mean, whenever it is used in the Development Agreement, any one or more of the following events:

- (1) Subject to unavoidable delays, failure by the Developer to commence and complete construction of the Developer Installed Municipal Improvements pursuant to the terms, conditions and limitations of the Development Agreement. For purposes of this Agreement, "unavoidable delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Municipal Improvements, litigation commenced by

third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays

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

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

(1) The City may suspend its performance under the Development Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Development Agreement. Suspension of performance includes the right of the City to withhold permits including, but not limited to, building permits.

(2) The City may initiate such action, including legal, equitable or administrative action, as is necessary for the City to secure performance of any provision of the Development Agreement or recover any amounts due under the Development Agreement from the Developer, or immediately draw on the financial guarantees provided by the Developer pursuant to the Development Agreement.

(3) The City may draw upon any escrow or financial guarantee established pursuant to this Agreement.

(4) The Developer agrees that if the escrow or financial guarantee is insufficient or terminates, the City has the right to use the special assessment process under Minnesota Statute, Chapter 429, to construct and pay for uncompleted Developer Installed Municipal Improvements or to correct and repair any improvements under warranty. This constitutes a petition to under take such public improvements under Minnesota Statutes, Chapter 429.

33. Notice and Demands. Except as otherwise expressly provided in the Development Agreement, a notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; to the addresses as follows:

a. Developer Odyssey Homes, Inc.
 15390 Germanium St. NW
 Ramsey, MN 55303

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

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

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

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

36. Other Provisions

a. **Modifications.** The Development Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

b. Counterparts. The Development Agreement may be executed in any number of counterparts, each one of which shall constitute one and the same instrument.

c. Judicial Interpretation. Should any provision of the Development Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation thereof.

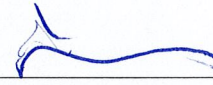
d. Governing Law. The Development Agreement shall be construed under the laws of the State of Minnesota.

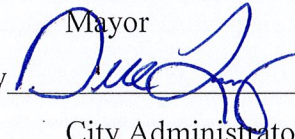
e. Severable Provisions. If any word, phrase, clause or part of this Agreement is found unenforceable, the balance of the Agreement shall remain in full force and effect.

The Remainder of this page is left intentionally blank.

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

CITY OF ISANTI

By  _____

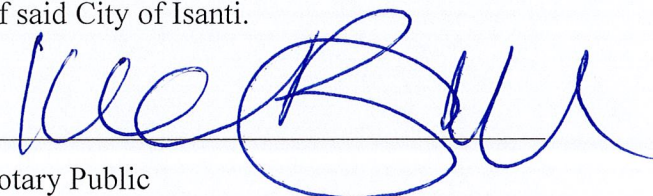
By  _____
City Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF ISANTI)

On this 8th day of NOVEMBER, 2018, before me, a Notary Public, personally appeared George A. Wimmer and Donald C. Lorsung, of the City of Isanti, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Isanti by the Mayor and City Administrator/City Clerk and, hereby acknowledge said instrument to be the free act and deed of said City of Isanti.



Notary Public



Odyssey Homes, Inc.

By Jason Bebeau
Jason Bebeau, President

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

On this 31st day of OCT, 2018, before me, a Notary Public, within and for said County and State, personally appeared Jason Bebeau, to me personally known, who, being by me duly sworn did say that he is the President of Odyssey Homes, Inc., a Minnesota corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation and acknowledged said instrument to be the free act and deed of said corporation.



Anna Wegwerth
Notary Public

This document was drafted by:

City of Isanti
110 1st Avenue North
P.O. 428
Isanti, MN 55040-0428
Telephone: 763-444-5512

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, SEPTEMBER 20, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Public Works Updates
 - 2. Clean-Up Day
 - 3. Tax Increment Financing Districts No. 9 & 10 Update

- F. Adjournment**



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Matt Sylvester, Public Services Director
Date: September 20, 2022
Subject: Public Works Updates

Streets:

- Street painting was completed this past summer. There was a shortage in white paint but Public Works was able to find some and paint the Parade Route and a number of crosswalks, stop bars and a few parking lots.
- Potholes have been an on-going task this summer and will continue as needed.

Storm:

- Staff had discovered a couple of sink holes along Credit Union Drive, behind RRBMX, and Dogwood this past summer. We had another one show up last week at Rum River Drive and Maplewood. These sink holes have been filled with concrete and covered with hotpatch.
- Some staff went through significant in-depth training on the street sweeper on repairs and maintenance this past summer. This training was through Macqueen Equipment.
- Staff will continue to do some brush cutting in storm ponds as this fall and winter as routine maintenance only.
- The creek at Martins Landing had developed a significant washout with some highwater that we received. This washout was causing concern as it was nearing our Wastewater discharge pipe to the Rum River. This has since been repaired by DW Companies.

Sewer:

- The lift station pump replacement is nearing completion. We are still waiting on pumps for the Main lift station and the Gorman Rupp non-submersible pumps at 3 lift stations. It was discovered in the process that motor starters at the Deerhaven lift station were worn and needed replacement. The Subway Lift station was in need of some wiring upgrades and the Carlson lift station was in need of some adjustments. The completed lift Stations are working great.
- The air release valves have also all been replaced with the exception of the main lift station and subway lift station. We are still waiting on those to arrive.
- Jetting sewer mains will be beginning soon.

Water:

- The water meter changeout will be beginning soon. The data collectors and the repeaters have been installed. Staff underwent a training on the new meters to learn more about and the process of installation and the meters themselves. The installation will begin with city owned facilities first.
- Staff has completed the first steps in renewing the Wellhead Protection Plan with a Scoping 1 meeting to discuss water usage. Staff will continue work on its completion over the next few months. The Wellhead protection plan is renewed every 10 years. It is scheduled to be completed in July 2023.
- New doors were installed between the salt silos at the WTP and a new door will soon be installed at the Water Tower as part of the CIP Plan.

Parks:

- The Archery Range is completed and is being used.
- There have been some pine trees that have continued to die along the creek in Mattson Park and in front of the public works shop these trees will be removed in the coming months.
- Staff will be planting additional trees in Bluebird Park as early as this week.



MEMO

To: Mayor Johnson and Members of City Council
From: Matt Sylvester, Public Services Director
Date: September 20,2022
Subject: Clean-up Day Discussion

Background:

Clean-up Day is held once a year the weekend after the City-Wide Garage Sale which is the first weekend in May. It is a way for residents to get rid of unwanted items that they have laying around. It will generally consist of two public works employees on-site and will take place at the Public Works Garage – Compost site from 8:00am until noon. They are there to collect payment and help residents unload items into two 30-yard dumpsters provided by our refuse hauler. The City of Isanti will charge residents for many items including appliances, furniture, a mattress, a box spring or large items in general. These prices are generally set by our refuse hauler. Our current contract is with Ace Solid Waste and will end on May 31, 2023.

The number of residents that have taken advantage of City-Wide Clean-up Day has been declining over the last few years. Staff has also received a number of complaints about how much items cost and has looked into other options.

Option 1.

Evergreen Recycling LLC in Rush City reached out to me last spring offering their services. They offer a similar service that we currently offer to residents. They can provide dumpsters for \$250.00 each. They would provide two of their own staff to work on the Clean-up Day to help residents unload and sort what comes in for approximately \$300.00 in labor costs. They do request that one Public Works employee be on-site to assist. They would offer a third roll off box for scrap iron and would split the proceeds from recycling. Evergreen Recycling would handle all of the payments for items being brought in for recycling day.

Comparison in Pricing between the City of Isanti and Evergreen Recycling-

Table with 10 columns: Description, Appliances, Appliances w/freon, Small Electronics DVD/VCR, TV under 20", TV's 21"-30", Tv's over 40", Passenger tires, Mattress/Box Spring, Couch. It compares pricing for Isanti City Wide Clean-up Day and Evergreen Recycling across these categories.

Option 2.

Continue to have Clean-up Day but incur all the costs. In 2022 that would have been just shy of \$1,500.00. This option would likely increase once residents found out items could be disposed of for free.

Option 3.

Continue to hold City Wide Clean-up Day and make no changes.

Request:

Staff is requesting action on this item.

Attachment:

- City of Isanti Clean-up Day Flyer
• Evergreen Recycling Price list

CITY WIDE CLEAN UP DAY

NEW DATE: Saturday, May 14, 2022

8 a.m. to 12 p.m.
Public Works Garage
 100 Isanti Parkway NW

Directions: 3rd Ave North to Isanti Pkwy, right (east) on Isanti Pkwy to East Gate (by compost entrance).

City of Isanti residents ONLY. Must show driver's license.

All items listed must be prepaid at Isanti City Hall, 110 - 1st Avenue NW
 City Hall hours are: Mon., Wed., Fri. 8 a.m.- 4:30 p.m.; Tues., Thurs. 7 a.m. – 5:30 p.m.

PRICES MAY BE SUBJECT TO CHANGE

ACCEPTABLE ITEMS:

Brush, yard waste, and small miscellaneous items will be accepted at no cost. This is limited to loads no larger than one pickup load of miscellaneous materials per resident.

WE WILL NOT ACCEPT HOUSEHOLD GARBAGE, CONTRACTOR GARBAGE OR COMMERCIAL DEBRIS!

Other acceptable items and related fees are as follows:

Appliances: \$20

- | | | | |
|-----------------------|-------------------|------------------|----------|
| Air Heat Pump | Dishwashers | Dryers | Freezers |
| Furnaces | Garbage Disposals | Dehumidifiers | Ovens |
| Microwave Ovens | Refrigerators | Trash Compactors | Stoves |
| Water Heaters Washers | Vacuum Cleaners | Gas Grill | |



Air Conditioning Units and Water Softeners \$20

NO Commercial and gas/ammonia appliances will be accepted.

NO LP tanks will be accepted.

Tires:

Light Truck	\$20
Passenger Car/ATV	\$10
Motorcycle	\$10
Bicycle (off rim)	\$5
Tubes	FREE



NO
Tractor
Tires
Will Be
Accepted



Large Items:

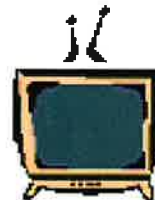
Riding Mowers (gas and oil drained)	\$75
Push Lawn Mowers (gas and oil drained)	\$50
Sleeper Sofa	\$50
Mattresses	\$55
Box Springs	\$55
Regular Sofa	\$55
Loveseat	\$55
Living Room Chair	\$55



Electronics:

Console TV	\$75
TV's over 40"	\$50
Copier (business)	\$40
TV's 40" and under	\$35
CPU Box	\$25
Laptop Computers	\$25

Computer Monitor	\$25
Scanner	\$20
Printers	\$15
Keyboard & Mouse	\$10
DVD/VCR	\$10



Evergreen Recycling 2022

Quantity	Item	Pay	Total
	Appliances:		
	Household	\$10	
	With Freon/water softener	\$15	
	W/Ammonia	\$150	
	Tires:		
	Auto (with rim)	\$6/\$7	
	Light Truck(with rim)	\$7/\$8	
	Semi	\$15	
	Tractor	\$35/\$50	
	Mattresses:		
	Mattress	\$20	
	Box Spring	\$20	
	Electronics:		
	Monitor-Flat	\$10	
	Monitor-CRT	\$20	
	TV Flat Screen	\$20	
	TV Flat Screen	\$25	
	TV CRT up to 19"	\$20	
	TV CRT 20" to 29"	\$30	
	TV CRT 30"+	\$40	
	TV-Extremely Large	\$50	
	Misc. Electronics	\$5-\$15	
	Others:		
	Couch	\$30	
	Loveseat	\$20	
	Recliner	\$15	
	Truck Load Garbage	\$55	
	Fluorescent Tubes 4' & under	\$1	
	Fluorescent Tubes	\$2	
	Grand Total:		\$

Evergreen Recycling 2022

Quantity	Item	Pay	Total
	Appliances:		
	Household	\$10	
	With Freon/water softener	\$15	
	W/Ammonia	\$150	
	Tires:		
	Auto (with rim)	\$6/\$7	
	Light Truck(with rim)	\$7/\$8	
	Semi	\$15	
	Tractor	\$35/\$50	
	Mattresses:		
	Mattress	\$20	
	Box Spring	\$20	
	Electronics:		
	Monitor-Flat	\$10	
	Monitor-CRT	\$20	
	TV Flat Screen	\$20	
	TV Flat Screen	\$25	
	TV CRT up to 19"	\$20	
	TV CRT 20" to 29"	\$30	
	TV CRT 30"+	\$40	
	TV-Extremely Large	\$50	
	Misc. Electronics	\$5-\$15	
	Others:		
	Couch	\$30	
	Loveseat	\$20	
	Recliner	\$15	
	Truck Load Garbage	\$55	
	Fluorescent Tubes 4' & under	\$1	
	Fluorescent Tubes	\$2	
	Grand Total:		\$

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, OCTOBER 18, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Private Well Water Testing Discussion
 - 2. Illuminate Isanti Update
 - 3. Meetings and Agenda Discussion
 - 4. Proclamations Discussion
 - 5. Police Updates
 - 6. 2023 Budget Discussion
 - 7. Moratorium Update

- F. Adjournment**

A Community For Generations.



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Matt Sylvester, Public Services Director
Date: October 18, 2022
Subject: Private Well Water Testing Discussion

Background:

Water Ordinance 325-13. Private wells; testing; water quality; condemnation.

Per City Code §325-13, the city shall require annual testing of water quality from buildings or premises served by private wells in areas where city water is reasonably available. These wells are tested for Coliform bacteria and Nitrates. Letters are not sent to residents in which water is not readily available. Water testing results are submitted to the City of Isanti and kept in the property file.

The maximum containment level for Coliform bacteria is zero and the concentration of Nitrates shall not exceed 10 mg/l. If the well is tested and fails, residents are given the opportunity to treat their well and have it tested again. If the well continues to fail, they are required to hook up to city water. If private wells are not tested, there is no way of knowing if the well would fail.

There are several labs that residents can send a sample to, or if they choose, Public Works can get a sample and send it in for them. If Public Works takes the sample, there is a charge of \$45.00 per the fee schedule.

The Minnesota Department of Health (MDH) recommends that private wells be tested annually for Coliform bacteria as well as every other year for the concentration of Nitrates. This is not a requirement from the MDH but a recommendation as they do not have jurisdiction over private wells.

Attachment:

- City Code Chapter §325-13. Private wells; testing; water quality; condemnation.

§ 325-13. Private wells; testing; water quality; condemnation.

The City Council finds that due to the threat of contamination of private wells used for human consumption, all private wells shall be tested on an annual basis. Private wells with water that is unfit for human consumption will be required to hook up to the public water system, if available.

- A. Annual testing. The City shall require annual testing of water quality from buildings or premises served by private wells in areas where the City water is reasonably available. If the owner objects to inclusion in such survey on the grounds that their building or premises cannot be served by City water, or on other grounds, they may appeal to the City Council within 10 days of receipt of notice of water testing, and the City Council shall thereupon hold a hearing to determine whether or not such premises should be deemed to be within the area where City water is reasonably available. The finding of the City Council shall be conclusive in this regard.
- B. Water quality standards. For the purposes of this article, in order for water from private wells located in the City of Isanti to be deemed fit for human consumption, the chemical analysis of such water must indicate that said water complies with the following quality standards:
 - (1) Bacteriological. The maximum contaminant level for coliform bacteria in water from private wells is zero.
 - (2) Nitrates. The concentration of nitrates (as N) in water from private wells shall not exceed 10 milligrams per liter.
- C. Well water testing; condemnation and replacement.
 - (1) The owner of each building or premises included in the above survey shall submit a sample of water from their private well to a recognized testing laboratory certified by the State of Minnesota Department of Health for a chemical analysis thereof, the cost of which shall be borne by each of the owners. The results of said chemical analysis indicating whether said water is fit for human consumption and certified to by said testing laboratory shall be submitted to the City Administrator or their designee on or before the first day of November of each year. Such a chemical analysis shall be performed and the results thereof submitted to the City Administrator or their designee as above stated for so long as any of the premises included in the above survey continue to be served by a private well. In the event that test results are not provided to the City, the City has the right to collect a sample from the building or premises and shall have the water tested and a private well water testing fee, as specified in Chapter 160, Fees, of the Code of the City of Isanti, shall be billed to the owner. If the bill is unpaid, the charges shall become a lien on the property, and collected pursuant to § 325-12 of this chapter. **[Amended 7-20-2021 by Ord. No. 763; at time of adoption of Code (see Ch. 1, General Provisions, Art. II)]**
 - (2) If the result of the above chemical analysis shows the water to be fit for human

consumption, no further action is required until the annual test is due the next year. If the result of the chemical analysis shows the water to be unfit for human consumption, the City Administrator or their designee shall thereupon notify the owner of each premises affected regarding the test results and need for hookup to the public water supply system. If the well is failing as per Subsection B(1) of this section, the owner will be allowed to disinfect their well and retest the well water.

- (3) Upon their request the owners of said building or premises affected shall have an opportunity to be heard at a hearing held by the City Council. At such hearing, the City Council may resolve that such private well be condemned and that the owner of the affected premises apply immediately for hookup to the City water system, that upon failure or refusal of said owner or owners to so apply, the Council may order such hookup to be made and assess the costs and interest as determined by the City Council, against the premises affected as a special assessment payable in one lump sum with the real estate taxes due the following year as per § 325-12 of this chapter.
- D. Certain private wells condemned. All private wells used to provide water for human consumption in the City of Isanti, that are included or includable in the survey set forth in Subsection A hereof and if at any time the water therefrom is found to be unfit for human consumption as a result of the chemical analysis of said water, are hereby declared to be a nuisance and are hereby condemned, and upon hearing and proper findings by the City Council, the owner of the building or premises served by such private well is required to apply for and hook up to the City water system, and upon failure or refusal by said owner to so apply and hook up, the Council may order such hookup and assess the costs and interest as determined by the City Council, against the premises affected as a special assessment payable in one lump sum with the real estate taxes due the following year as per § 325-12 of this chapter.



Memo for Council

To: Mayor Johnson and Members of the City Council
From: Alyssa Olson, Consultant; Jordan Clementson, Parks, Recreation & Events Coordinator; Stephanie Hillesheim, Community Development Director
Date: October 18, 2022
Subject: Update: Illuminate Isanti

Background:

In October of 2021, the Council approved the Illuminate Isanti event as a paid attendee event. Under this approval was the acceptance of the event fee structure as: \$12 per adult, \$10 per child 4 to 13 years old, and free for children 3 and under. Council also approved free parking in City lots for event attendees. Tickets will be made available electronically or at City Hall during open hours. Through Eventbrite, if we pass the ticket fees and sales tax through to buyers it will be \$13.36 per adult and \$11.26 per child. If we absorb, we'll make \$10.64 per adult and \$8.74 per child.

As tickets will become available to the public for purchase in November, City staff wish to confirm this price structure. Below, we have listed some of this year's competing events and their price structures to see how they compare with our own.

Competing event fees:

- Bentleyville = Free
- Holidazzle = Free
- Sam's Christmas Village = \$20 per adult, \$10 per child 3 to 10 years old, free for children 2 and under. Sam's also offers a military discount of 50% off with ID and charges \$10 for parking.
- GLOW Holiday Festival = \$20.75 per adult, \$12.75 per child, free for children 4 and under. They also donate \$1 from every ticket to participating charities.

In addition to setting the price structure, staff would like to confirm any additional discounts that should be made available to the public. Staff is suggesting the following discounts be made available: ****should these apply per adult ticket OR per eligible adult? Max tickets?**

- Military Discount (Active and Veteran status) = \$5 off
- Senior Discount (Over 65) = \$2 off
- In-store coupons = \$2 off -- we can print coupons to pick up at Isanti Liquor, sponsor locations, and City events

Request:

Staff would like direction to move forward with setting up the ticketing platform for the event.



Memo for COW

To: Mayor Johnson and Members of the City Council
From: Jaden Strand, City Clerk
Date: October 18, 2022
Subject: Proclamations Discussion

Background:

The City of Isanti currently recognizes the following proclamations with the addition of breast cancer awareness that will be on the upcoming City Council agenda.

- **Week of the Young Child-** Proclamation to recognize teachers and others who make a difference in the lives of young children in Isanti.
- **Manufacturing Month-** Proclamation to recognize manufacturing facilities and the manufacturing industry.
- **VFW Buddy Poppy-** Proclamation to recognize and honor Veterans of Foreign Wars of the United States.
- **National Police Week-** Proclamation to recognize and honor law enforcement officers for their service, dedication, and sacrifices while protecting others in the line of duty.
- **National Public Works Week-** Proclamation to recognize Public Works for their dedicated efforts on infrastructure, maintenance, and vital roles of the city.
- **Mayor's Employer Celebration Day-** Proclamation to recognize business within the City of Isanti.
- **Grace McCallum Day-** Proclamation to recognize Grace McCallum for winning a silver medal on July 25, 2021, in the Tokyo Olympics Gymnastics Women's artistic team all-around competition.
- **International Overdose Awareness Day-** Proclamation to raise awareness about the risks of overdose, honor the individuals whose lives have been lost, and acknowledge the grief felt by families, friends, and communities.
- **IRIS (Infants Remembered in Silence)-** Proclamation recognizing bereaved parents who have experienced the death of a child during pregnancy through early childhood.
- **Breast Cancer Awareness Month-** Proclamation to recognize and honor those who have been affected by breast cancer.

It has been brought to staff's attention that proclamations shall be recognized and adopted by a majority vote of City Council.

Request:

As the number of proclamations recognized continues to grow, staff would like direction if Committee would like the above-mentioned proclamations to continue to be recognized each year and what the process will be for adding new proclamations. Staff would also request the list of recognized proclamations be approved by policy by Resolution similar to recognizing flags at half-staff.

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, NOVEMBER 15, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Liquor Updates
 - 2. Setting Date for Goal Setting Workshop
 - 3. Draft Ordinance and Regulations for Cannabinoid Products
 - 4. Illuminate Isanti Update
 - 5. Annual Fee Schedule Review
 - 6. Water Tower Rehabilitation Scope of Work
 - 7. Residential Equivalent Connection (REC) Charge Assessment for SAC/WAC Discussion
 - 8. Employee Personnel Policy- Annual Update

- F. Adjournment**



Liquor Store Updates

11/15/22

New Business:

1. Gross Sales Numbers

- August 2022 = **\$491,729.96**
 - 26.99% profit margin
 - + \$104,347.14 vs 2021 (+27%)
- September 2022 = **\$503,816.71**
 - 27.35% profit margin
 - + \$121,323.99 vs 2021 (+32%)
- October 2022 = **\$476,065.06**
 - 27.15% profit margin
 - + \$94,165.19 vs 2021 (+25%)
- YTD through October = **\$4,651,529.12**
 - 27.23% Profit Margin
 - Averaging 27% sales increase per month vs previous year
 - We *should* hit \$5.4 million in sales by the end of the year
 - We finished 2021 at \$4.1 million

2. Sales by Category January through October

- Beer 49%
- Liquor 34%
- Wine 11%
- 6% Sales (Pop/Juice/Mix) 3%
- Tobacco 2%
- Non-Alcoholic 1%

3. Transaction Count YTD through October is 145,519

4. MMBA Supply Drives

- MMBA Fire Dept Fundraiser = \$3,784.48 raised
- MMBA Food Supply Drive = \$1,922.40 raised

5. Online Sales

- City Hive eCommerce Platform launched in September
 - September Sales = \$365.16
 - October Sales = \$1,003.27
- We continue to fine tune and promote the site

6. 1st Annual Anniversary Celebration

- November 18th – 20th
- Tastings, Giveaways, Special Sale Prices, and Cookies
- 10% off all liquor on the 18th
- 10% off all wine on the 19th
- 10% off all beer on the 20th
- Promoting the event in store and online
- We should make up for less margin by increasing volume sold

7. Shout Out

- To all of the liquor store staff – I was helping an older gentleman find some whiskey, and I mentioned that he could view our selection online through our website now. He looked at me and said, “That’s nice, but then I wouldn’t get to talk to the people that work here. That’s the best part if you ask me! They’re always so friendly and I really appreciate that.”

A Community For Generations.



MEMO for COW

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: November 15, 2022
Subject: Setting Date for 2023 Goal Setting Workshop

Background:

It has been the City Council's practice to conduct an annual goal setting workshop to develop consensus in determining top priorities for the year and plan for the future of the City.

Staff is requesting Council set a date for this anticipated January workshop.

A Community For Generations.



MEMO for COW

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: November 15, 2022
Subject: Draft Ordinance and Regulations for Cannabinoid Products

Background:

In July, the Minnesota Legislature amended Minn. Stats., § 151.72 to allow the sale of certain products containing tetrahydrocannabinol (THC). The new law does not prohibit municipalities from adopting and enforcing local ordinances to regulate THC product businesses including, but not limited to, local zoning and land use requirements and business license requirements.

At the July 19th, Committee of the Whole meeting, Committee discussed the new law and ultimately decided that given there is a great deal of uncertainty regarding the new law, it is in the City's best interest to adopt an interim moratorium ordinance to allow staff time to study the topic. On September 6th Council passed the interim ordinance.

Staff has researched over the past month and a half to determine the best course of action regarding zoning implications and permitted uses in selling THC products, the value in knowing which businesses are selling the products and license regulations, and lastly parameters for businesses to follow to ensure they are following state law and protecting the health, welfare, and safety of the youth in Isanti.

Staff Recommendations:

Staff is recommending to add a new chapter to our City Code titled Cannabinoid Products, Chapter 298. This chapter outlines the purpose and intent of such ordinance, license requirements, requirements for selling THC products, responsibility of a seller and penalty for violations. The full draft ordinance is attached for your consideration.

Staff is recommending a license fee of \$250.00 for staff time in processing and executing the license as well as covering a background performed by IPD.

Staff is recommending that zoning be a permitted use in the B-1 and B-2 Business Districts under Retail Establishments.

Request:

Staff is requesting discussion on the attached draft ordinance and zoning regulations regarding cannabinoid products.

Attachment:

- Draft Cannabinoid Products Ordinance

ORDINANCE NO. XXX

AN ORDINANCE TITLED CANNABINOID PRODUCTS

THE CITY COUNCIL OF ISANTI DOES ORDAIN AS FOLLOWS:

Section 1 – Addition. Codified as Chapter 298 of the City Code, are hereby added as follows:

Chapter 298

CANNABINOID PRODUCTS

- | | |
|--|---|
| § 298 -1. Purpose and Intent | § 298 -11. Prohibited Activities. |
| § 298 -2. Definitions | § 298 -12. Signage. |
| § 298 -3. License Required | § 298 -13. Age Verification. |
| § 298 -4. License Procurement | § 298 -14. Hours of Operation. |
| § 298 -5. Fees | § 298 -15. Suspension or Revocation of License |
| § 298 -6. Ineligibility and Basis for Denial of License. | § 298 -16. Responsibility. |
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| § 298 -10. Additional Requirements for Edible Cannabinoid Products. | |

§ 298-1. Purpose and Intent.

The purpose of this Section is to regulate the sale of legalized adult-use of any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stats., § 151.72 ("THC Products") for the following reasons:

- A. By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stats., § 151.72 to allow the sale of certain products containing tetrahydrocannabinol (THC).
- B. The new law does not prohibit municipalities from adopting and enforcing local ordinances to regulate THC product businesses including, but not limited to, local zoning and land use requirements and business license requirements.
- C. The National Academies of Science, Engineering, and Medicine note that the growing acceptance, accessibility, and use of THC products, including for medical purposes, have raised important public health concerns, while the lack of aggregated knowledge of cannabis-related health effects has led to uncertainty about the impact of its use.
- D. The City recognizes the danger THC use presents to the health, welfare, and safety of youth in Isanti.
- E. The Minnesota Legislature recognized the danger of THC product use among the public at large by setting potency and serving size requirements.
- F. The Minnesota Legislature recognized the danger of THC product use among youth by prohibiting the sale of any product containing THC to those under the age of 21, requiring that edible THC products be packaged without appeal to children and in child-resistant packaging or containers.

- G. State law authorizes the Board of Pharmacy to adopt product and testing standards in part to curb the illegal sale and distribution of THC products and ensure the safety and compliance of commercially available THC products in the state of Minnesota.
- H. The City has the opportunity to be proactive and make decisions that will mitigate this threat and reduce exposure of young people to the products or to the marketing of these products and improve compliance among THC product retailers with laws prohibiting the sale or marketing of THC products to youth.
- I. A local regulatory system for THC product retailers is appropriate to ensure that retailers comply with THC product laws and business standards of the City of Isanti to protect the health, safety, and welfare of our youth and most vulnerable residents.
- J. A requirement for a THC product retailer license will not unduly burden legitimate business activities of retailers who sell or distribute THC products to adults but will allow the City of Isanti to regulate the operation of lawful businesses to discourage violations of state and local THC Product-related laws.
- K. In making these findings and enacting this ordinance, it is the intent of the Isanti City Council to ensure responsible THC product retailing, allowing legal sale and access without promoting increases in use, and to discourage violations of THC Product-related laws, especially those which prohibit or discourage the marketing, sale or distribution of THC products to youth under 21 years of age.

§ 298-2. Definitions.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. The definitions in Minn. Stat. § 151.72., as may be amended from time to time, are hereby incorporated. The following terms are in addition to those in Minn. Stat. § 151.72.

CANNABINOID PRODUCT - Any product containing nonintoxicating cannabinoids extracted from hemp, including an edible cannabinoid product, that is sold for human or animal consumption.

COMPLIANCE CHECKS - The system the City uses to investigate and ensure that those authorized to sell licensed products are following and complying with the requirements of this article. Compliance checks involve the use of persons under 21 who purchase or attempt to purchase licensed products. Compliance checks may also be conducted by the City or other units of government for educational, research, and training purposes, or for investigating or enforcing Federal, State, or local laws and regulations relating to licensed products.

EDIBLE CANNABINOID PRODUCT – Any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in connection with food ingredients, and is not a drug.

EXCLUSIVE LIQUOR STORE - An establishment that meets the definition of exclusive liquor store in Minn. Stats., § 340A.101, subd. 10.

LICENSED PRODUCT OR THC PRODUCT - Any product that contains more than trace amounts of tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stats., § 151.72, as may be amended from time to time. Licensed product does not include medical cannabis as defined in Minn. Stats., § 152.22, subd. 6, as may be amended from time to time.

MOVEABLE PLACE OF BUSINESS - Any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address storefront or other permanent type of structure authorized for sales transactions.

OPERATOR - The person in legal possession and control of a location by reason of ownership, lease, contract or agreement, for the sale of cannabinoid products at retail.

RETAIL ESTABLISHMENT - Any place of business where licensed products are available for sale to the general public, including, but not be limited to, grocery stores, tobacco products shops, CBD stores, convenience stores, gasoline service stations, bars, and restaurants.

SALE - Any transfer of goods for money, trade, barter, or other consideration.

SELF-SERVICE MERCHANDISING - Open displays of licensed products in any manner where any person has access to the licensed products without the assistance or intervention of the licensee or the licensee's employee. Assistance or intervention means the actual physical exchange of the licensed product between the customer and the licensee or employee.

THC – Abbreviation for tetrahydrocannabinol.

VENDING MACHINE - Any mechanical, electric, or electronic, or other type of device that dispenses licensed products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the licensed product.

§ 298-3. License Required.

It will be unlawful for any person to sell at retail any cannabinoid products within the City unless the person holds a retail cannabinoid products license.

§ 298-4. License Procurement.

- A. Application. Any business owner or property owner desiring a retail cannabinoid products license will make and file with the City Clerk an application, in writing. Such application will give the name and resident address of the applicant, if an individual; will identify the location at which it is proposed to sell the cannabinoid products at retail, and will provide such other information as the City may require from time to time.

The City Clerk will immediately transmit a copy of the application to the Chief of Police, who will investigate all facts and information which he/she can reasonably find, bearing upon the question of the applicant's fitness to receive the license and to perform the duties imposed by this ordinance. Upon completing the investigation, the Chief of Police will report, in writing, his/her findings to the City Administrator or designee, together with his/her recommendation as to the issuance of a license to the applicant. The City Administrator or designee will submit to the City Council the report of the Chief of Police, together with the recommendation as to the issuance of the license to the applicant.

- B. Action. The City Council will consider the facts and recommendation of the Chief of Police and of the City Administrator, together with any material facts which it may have or obtain, and then, by motion, will approve or deny the application. If the City Council has approved the application, it is the duty of the City Clerk to execute and deliver a license to the applicant.
- C. Term. All licenses issued under this chapter shall expire at midnight on December 31st of each year.
- D. Revocation or Suspension. Any license issued under this chapter may be revoked or suspended as provided in Section 298-15.
- E. Transfers. All licenses issued under this chapter shall be valid only on the premises for which the license was issued and only for the person or business to whom the license was issued. The

transfer of any license to another location, business, or person is prohibited.

- F. Display. All licenses shall be posted and displayed in plain view of the general public on the licensed premises.
- G. Renewals. The renewal of a license issued under this chapter shall be handled in the same manner as the original application. The request for a renewal shall be made at least 30 days but no more than 60 days before the expiration of the current license.
- H. Issuance as Privilege and Not a Right. The issuance of a license issued under this chapter is a privilege and does not entitle the license holder to automatic renewal of the license.

§ 298-5. Fees.

No license shall be issued under this chapter until the appropriate license fee shall be paid in full. The fee for a license under this chapter shall be established by the City Council and adopted in the City fee schedule, and may be amended from time to time. The fee will not be pro-rated for mid-year licenses.

§ 298-6. Ineligibility and Basis for Denial of License.

- A. Ineligibility.
 - (1) Moveable Place of Business. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this article.
 - (2) Exclusive Liquor Store. No license shall be issued to an exclusive liquor store as defined in Minn. Stats., § 340A.101, subd. 10.
 - (3) No license will be approved unless the premises proposed to be licensed complies with all applicable zoning requirements.
- B. Grounds for Denial. Grounds for denying the issuance or renewal of a license under this article include, but are not limited to, the following:
 - (1) The applicant is under the age of 21 years.
 - (2) The applicant is prohibited by Federal, State, or other local law, ordinance, or other regulation from holding a license.
 - (3) The applicant has been convicted within the past five years for any violation of a Federal, State, or local law, other ordinance, provision, or other regulation relating to the licensed products.
 - (4) The applicant has had a license to sell licensed products suspended or revoked during the 12 months preceding the date of application, or the applicant has or had an interest in another premises authorized to sell licensed products, whether in the City or in another jurisdiction, that has had a license to sell licensed products suspended or revoked during the same time period, provided the applicant had an interest in the premises at the time of the revocation or suspension, or at the time of the violation that led to the revocation or suspension.
 - (5) The applicant is a business that does not have an operating officer or manager who is eligible pursuant to the provisions of this article.
 - (6) The applicant is the spouse of a person ineligible for a license pursuant to the provision of Subsections (b)(2) and (3) of this section or who, in the judgement of the Council, is not the real party in interest or beneficial owner of the business to be operated, under the license.
 - (7) The applicant fails to provide any information required on the application or provides false or misleading information. Any false statement on an application, or any willful omission

of any information called for on such application form, shall cause an automatic refusal of license, or if already issued, shall render any license issued pursuant thereto void and of no effect to protect the applicant from prosecution for violation of this chapter, or any part thereof.

- C. No license shall be granted or renewed for operation on any premises on which real estate taxes, assessments, or other financial claims of the City or of the State are due, delinquent, or unpaid. If an action has been commenced pursuant to the provisions of Minn. Stats., Ch. 278, questioning the amount or validity of taxes, the Council may, on application by the licensee, waive strict compliance with this provision; no waiver may be granted, however, for taxes, or any portion thereof, which remain unpaid for a period exceeding one year after becoming due unless such one-year period is extended through no fault of the licensee.
- D. If a license is mistakenly issued or renewed to a person, the City will revoke the license upon the discovery that the person was ineligible for the license under this ordinance. The City will provide the license holder with notice of the revocation, along with information on the right to appeal.

§ 298-7. Sales of Cannabinoids Derived from Hemp.

In accordance with Minn. Stat. § 151.72, Subd.3, as may be amended from time to time:

- A. A product containing nonintoxicating cannabinoids, including an edible cannabinoid product, may be sold for human or animal consumption only if all of the requirements of this section are met, provided that a product sold for human or animal consumption does not contain more than 0.3 percent of any tetrahydrocannabinol and an edible cannabinoid product does not contain more than five milligrams of any tetrahydrocannabinol in a single serving, or more than a total of 50 milligrams of any tetrahydrocannabinol per package.
- B. No other substance extracted or otherwise derived from hemp may be sold for human consumption if the substance is intended:
 - (1) For external or internal use in the diagnosis, cure, mitigation, treatment, or prevention of disease in humans or animals; or
 - (2) To affect the structure or any function of the bodies of humans or other animals.
- C. No product containing any cannabinoid or tetrahydrocannabinol extracted or otherwise derived from hemp may be sold to any individual who is under the age of 21.
- D. Products that meet the requirements of this section are not controlled substances under Minn. Stat. § 152.02.

§ 298-8. Testing Requirements.

In accordance with Minn. Stat. § 151.72, Subd. 4, as may be amended from time to time.

§ 298-9. Labeling Requirements.

In accordance with Minn. Stat. § 151.72, Subd. 5, as may be amended from time to time.

- A. A label containing at least the following information must be affixed to the packaging or container of all edible cannabinoid products sold to consumers:
 - (1) The serving size;

- (2) The cannabinoid profile per serving and in total;
- (3) A list of ingredients, including identification of any major food allergens declared by name; and
- (4) The following statement: "Keep this product out of reach of children."

§ 298-10. Additional Requirements for Edible Cannabinoid Products.

In accordance with Minn. Stat. § 151.72, Subd. 5a, as may be amended from time to time.

- A. An edible cannabinoid product must not:
 - (1) Bear the likeness or contain cartoon-like characteristics of a real or fictional person, animal, or fruit that appeals to children;
 - (2) Be modeled after a brand of products primarily consumed by or marketed to children;
 - (3) Be made by applying an extracted or concentrated hemp-derived cannabinoid to a commercially available candy or snack food item;
 - (4) Contain an ingredient, other than a hemp-derived cannabinoid, that is not approved by the United States Food and Drug Administration for use in food;
 - (5) Be packaged in a way that resembles the trademarked, characteristic, or product-specialized packaging of any commercially available food product; or
 - (6) Be packaged in a container that includes a statement, artwork, or design that could reasonably mislead any person to believe that the package contains anything other than an edible cannabinoid product.
- B. An edible cannabinoid product must be prepackaged in packaging or a container that is child-resistant, tamper-evident, and opaque or placed in packaging or a container that is child-resistant, tamper-evident, and opaque at the final point of sale to a customer. The requirement that packaging be child-resistant does not apply to an edible cannabinoid product that is intended to be consumed as a beverage and which contains no more than a trace amount of any tetrahydrocannabinol.
- C. If an edible cannabinoid product is intended for more than a single use or contains multiple servings, each serving must be indicated by scoring, wrapping, or other indicators designating the individual serving size.
- D. An edible cannabinoid product must not contain more than five milligrams of any tetrahydrocannabinol in a single serving, or more than a total of 50 milligrams of any tetrahydrocannabinol per package.

§ 298-11. Prohibited Activities.

- A. Samples Prohibited. Sampling of cannabinoid products within any retail establishment licensed under this ordinance is prohibited. No person shall distribute samples of any cannabinoid products free of charge or at a nominal cost. The distribution of cannabinoid products as a free donation is prohibited.
- B. Coupon and Price Promotion. No person shall accept or redeem any coupon, price

promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any cannabinoid products to a consumer at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.

- C. Self-service Displays. All cannabinoid products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely accessible to the general public. No person shall allow the sale of cannabinoid products in open displays that are accessible to the public without the intervention of a store employee. This section does not apply to a retail establishment, as defined in this ordinance, that is continuously staffed by an employee from which persons under 21 years of age are prohibited from entering the store.
- D. Prohibition Against Retail Sales of Cannabinoid Products by Vending Machines. No person will sell or dispense cannabinoid products through use of a vending machine.
- E. Delivery Sales. All sales of cannabinoid products must be conducted in person, in a licensed retail establishment under this ordinance, in over-the-counter sales transactions.
- F. Use or Possession. It shall be a violation of this ordinance for any person under age 21 to use or possess any cannabinoid product. This subdivision shall not apply to person under the age of 21 lawfully involved in a compliance check.
- G. Procurement. It shall be a violation of this ordinance for any person under age 21 to purchase or sell or attempt to purchase or sell or otherwise obtain any cannabinoid product and it shall be a violation of this ordinance for any person to purchase or sell to or otherwise obtain such items on behalf of a person under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce a person under the age of 21 to illegally purchase or otherwise obtain or use cannabinoid product. This subdivision shall not apply to persons under the age of 21 lawfully involved in a compliance check.

§ 298-12. Signage.

At each location where cannabinoid products are sold, the licensee shall display a sign in plain view to provide public notice that selling any of these products to any person under the age of 21 is illegal and subject to penalties. The notice shall be placed in a conspicuous location in the licensed establishment and shall be readily visible to any person who is purchasing or attempting to purchase these products. The sign shall provide notice that all persons responsible for selling these products must verify, by means of photographic identification containing the bearer's date of birth, the age of any person under 30 years of age.

§ 298 -13. Age Verification.

At each location where edible cannabinoid products are sold, the licensee shall verify, by means of government-issued photographic identification containing the bearer's date of birth, that the purchaser or person attempting to make the purchase is at least 21 years of age. Verification is not required if the purchaser or person attempting to make the purchase is 30 years of age or older. It shall not constitute a defense to a violation of this Section that the person appeared to be 30 years of age or older.

§ 298 -14. Hours of Operation.

No sales of cannabinoid products will be allowed at the licensed premises after 10:00 p.m. and before 8:00 a.m. daily.

§ 298 -15. Suspension or Revocation of Licenses.

- A. The City Council will follow the provisions of this section of the ordinance on the suspension or revocation of any license granted under this ordinance.
- B. Notice of Violation. The Chief of Police will provide, in writing, to the licensee either personally or by mail, notice of any alleged violation of the provisions of this ordinance or Minnesota Statutes Chapter 151.
- C. Mandatory Revocation. The Council may revoke the license of any licensee under this ordinance upon review of violations of any provisions of this ordinance or Minnesota Statutes Chapter 151.

§ 298 -16. Responsibility.

All licensees are responsible for the actions of their employees in regard to the sale, offer to sell, and furnishing of licensed products on the licensed premises. The sale, offer to sell, or furnishing of any licensed product by an employee shall be considered an act of the licensee. Nothing in this section shall be construed as prohibiting the City from also subjecting the employee to any civil penalties that the City deems to be appropriate under this ordinance, state or federal law, or other applicable law or regulation.

§ 298 -17. Compliance Checks and Inspections.

All premises licensed under this subdivision shall be open to inspection by the City during regular business hours. From time to time, but at least once per year, the City shall conduct compliance checks. No person used in compliance checks shall attempt to use a false identification misrepresenting their age. All persons lawfully engaged in a compliance check shall answer all questions about their age asked by the licensee or their employee, and produce any identification, if any exists, for which they are asked. The City will conduct a compliance check that involves the participation of a person at least 18 years of age, but under the age of 21 to enter the licensed premises to attempt to purchase the licensed products. Persons used for the purpose of compliance checks shall be supervised by law enforcement or other designated personnel. Nothing in this article shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular State or Federal law.

Additionally, from time to time, the City will conduct inspections to determine compliance with any or all other aspects of this ordinance.

§ 298 -18. Penalty.

Violation of any section of this chapter is punishable as a misdemeanor and upon conviction shall be punished as provided by Chapter 1, Article I, of this Code of the City of Isanti.

§ 298 -19. Severability.

If any section or provision of this ordinance is held invalid, such invalidity will not affect other section or provisions that can be given force and effect without the invalidated section or provision.

Section 2 – Effective Date.

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

Adopted by the City Council this _____ day of _____ 202__.

Mayor Jeff Johnson

Attest:

Jaden Strand
City Clerk

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

DRAFT



Memo for Committee

To: Mayor Johnson and Members of the City Council
From: Finance Director Betker
Date: November 15th 2022
Subject: Annual Fee Schedule Review

Background:

Annually the Fee Schedule is reviewed for warranted changes. Recommendations are made by staff and the City Attorney. Proposed changes to the Fee Schedule will be presented to the Council, for approval, at the last regular City Council meeting of the year, to take effect on January 1st of the new year.

Recommendations by Fee Identifier:

Remove

- F.5 – Farmers market – membership fee (annual): \$10
- F.6.a – Farmers market – stall fee – Full season: \$100
- F.6.b – Farmers market – stall fee – Half season: \$60
- F.7 – Farmers market – single day: \$10

Modify/Update

- I.15 - Update Valve Plate Cover price from \$100 to \$115

Add

- Copies – USB Drive – \$5 per USB Drive used
- Cannabinoid License - \$250

Request:

Staff is requesting consensus approval or specific direction on this item.

Attachments:

- Chapter 160 – Fees

Chapter 160

FEES

[HISTORY: Adopted by the City of Isanti 4-7-2020 by Ord. No. 727¹; amended in its entirety 12-21-2021 by Ord. No. 765. Subsequent amendments noted where applicable.]

§ 160-1. Purpose.

The City Council has determined that it is in the best interest of the residents of the City that a Fee Schedule is established that lists items that fees shall be charged for by the City of Isanti.

§ 160-2. Enumeration of fees.

A. Administration.

- (1) Administrative hearing filing fee: \$75.
- (2) Adult use fee: \$2,500.
- (3) Adult use investigation fee: \$300.
- (4) Affidavit of candidacy: \$15.
- (5) Copies - standard printed: \$0.25 per page.
- (6) Copies - large format printed: \$5 per page; \$20 per plan set.
- (7) Dog bite: actual cost.
- (8) Dog boarding (at impound): per contract.
- (9) Dog impound 1st time: per contract.
- (10) Dog impound 2nd time: per contract.
- (11) Dog impound 3rd time: per contract.
 - (a) Additional fee for pickup (7:00 p.m. - 8:00 a.m. and holidays): per contract.
- (12) Dog license (replacement): \$5.
- (13) Dog license (spay/neutered): \$10.
- (14) Dog license (intact): \$15.
- (15) Dog license late fee: \$5.
- (16) Dog license lifetime: \$50.
- (17) Euthanasia/disposal: actual cost.

1. Editor's Note: This ordinance also repealed former Ch. 160, adopted 2-19-2008 by Ord. No. 429, as amended.

- (18) FAX - in: \$0.25 per page.
- (19) FAX - out: \$0.25 per page.
- (20) Gambling permits - application and gambling investigative fee: \$50.
- (21) Kennel license (commercial): \$100 per year.
- (22) Kennel license (residential): \$50 per year.
- (23) Meeting minutes - copy on flash drive: \$10.
- (24) Mobile food unit permit:
 - (a) Day: \$10.
 - (b) Month: \$50.
 - (c) Year: \$130
- (25) Mowing abatement: per mowing contract.
- (26) Noncompliance fee: \$25.
- (27) Notary: \$5 per document.
- (28) Pawnbroker/shop: \$1,500.
- (29) Pawnshop investigation fee; initial application only, does not apply to renewal: \$1,500.
- (30) Pawnshop transaction fee: \$1.30.
- (31) Peddler permit:
 - (a) Day: \$25.
 - (b) Month: \$75.
 - (c) Seasonal (six months or less): \$200.
- (32) Peddler or mobile food unit application investigation fee: \$35.
- (33) Peddler license and investigation fee - nonprofit: no charge.
- (34) Retail fireworks permit - application fee: \$15.
- (35) Retail fireworks permit - permit fee: \$25.
- (36) Returned checks: \$30.
- (37) Secondhand goods dealer: \$1,500.
- (38) Secondhand goods dealer investigation fee; initial application only, not for renewals: \$1,500.
- (39) Secondhand goods dealer, temporary: \$750.

- (40) Secondhand goods dealer transaction fee: \$1.30.
- (41) Small cell wireless.
 - (a) Annual fee per support structure/pole: \$150.
 - (b) Annual maintenance fee per support structure/pole: \$25.
- (42) Small cell wireless facility electrical service fee.
 - (a) Per radio node less than or equal to 100 watts: \$73 annually.
 - (b) Per radio node over 100 max watts: \$182 annually; or actual cost of electricity annually, if costs exceed either of the preceding amounts.
- (43) Small cell wireless/pole attachment permit fee: \$250 plus actual engineering costs if additional review is required.
- (44) Special assessment fee; unpaid utility bills, code enforcement violations, etc.: \$30 per assessment.
- (45) Special meeting request: \$500.
- (46) Special vehicle permit: \$25.
- (47) Staff time (not specified elsewhere): actual hourly wage multiplied by 145%.

B. Building inspections.

- (1) Valuation fee schedule for Isanti.

Value of Work	Value-Based Permit Fee (Residential and Commercial)
\$501 to \$2,000	\$50 min., \$25 for first \$500 + \$3.50/each additional \$100 or fraction thereof
\$2,001 to \$25,000	\$78 for first \$2,000 + \$15/each additional \$1,000 or fraction thereof
\$25,001 to \$50,000	\$425 for first \$25,000 + \$11/each additional \$1,000 or fraction thereof
\$50,001 to \$100,000	\$700 for first \$50,000 + \$8/each additional \$1,000 or fraction thereof
\$100,001 to \$500,000	\$1,100 for first \$100,000 + \$6/each additional \$1,000 or fraction thereof
\$500,001 to \$1,000,000	\$3,500 for first \$500,000 + \$5/each additional \$1,000 or fraction thereof
\$1,000,001+	\$6,000 for first \$1,000,000 + \$4/each additional \$1,000 or fraction thereof

- (2) Building permit: per Valuation Fee Schedule.
- (3) Basement finishes/remodel permit: \$300 (includes plan review).

- (4) City utility services under driveway: \$100.
- (5) Commercial landscape escrow: \$8,000 per site.
- (6) Deck permit: \$300 (includes plan review).
- (7) Demolition permit: minimum of \$100 or 1.27% of contract price.
- (8) Right-of-way work permit.
 - (a) Single residential hookup: no fee.
 - (b) Base fee - up to 1,000 LF: \$125.
 - (c) Fees in addition to base fee; work > 1,000 LF: \$65 per 1,000 LF.
- (9) Street cut: \$125 plus \$5,000 in escrow.
- (10) ROW unauthorized work: \$250 plus up to double the permit fee.
- (11) Fence permit (fences greater than seven feet): per Valuation Fee Schedule.
- (12) Fire alarm permit: \$100.
- (13) Fire suppressant permit - commercial/multifamily: 1.5% of project value.
- (14) Gasline (with mechanical permit): \$12.50 per gasline, \$25 minimum.
- (15) Gasline (without mechanical permit): \$50.
- (16) Grade survey check:
 - (a) Commercial: \$50.
 - (b) Residential: \$50.
- (17) Grading permit: \$150.
- (18) Inspections outside of normal business hours: \$75 (two-hour minimum plus mileage).
- (19) Inspections, hourly rates.
 - (a) Building Official: \$125/hour.
 - (b) Fire Inspector: \$90/hour.
 - (c) Building Inspector: \$75/hour.
 - (d) Other staff: \$75/hour.
- (20) Investigative fee: 100% of permit fee.
- (21) Lawn irrigation permit: \$80.
- (22) License verification fee: \$5.
- (23) Mechanical permit: \$75 per unit.

- (24) Mechanical permit - commercial/multifamily: 1.5% of project value.
- (25) Minimum permit fee: \$50.
- (26) Permit renewal after six months of expiration: 50% of original permit fee.
- (27) Plan check fee: 65% of calculated permit fee, when applicable.
- (28) Plan check fee - duplicate plans: duplicate plan fees reduced to 25% of master plan review.
- (29) Plan review (additional): \$75 (1/2 hour minimum).
- (30) Plumbing permit basic (up to four fixtures): \$54.
- (31) Plumbing permit - Job valuation > \$500 or more than four fixtures: \$94.
- (32) Plumbing permit - commercial/multifamily: 1.5% of project value.
- (33) Pre-final inspection fee (residential): \$60.
- (34) Re-roof permit.
 - (a) Residential: \$80.
 - (b) Commercial: valuation-based fee.
- (35) Re-siding permit.
 - (a) Residential: \$80.
 - (b) Commercial: valuation-based fee.
- (36) Residential driveway escrow: \$3,000.
- (37) Residential landscape escrow: \$6,000.
- (38) Residential rental license fee:
 - (a) 1 unit: \$150, reinstatement \$300.
 - (b) 2 to 4 units: \$175, reinstatement \$350.
 - (c) 5 to 12 units: \$225, reinstatement \$450.
 - (d) 13 to 20 units, \$240 reinstatement \$480.
 - (e) 21 to 50 units, \$250 reinstatement \$500.
 - (f) 51+ units, \$300 reinstatement \$600.
- (39) Rental additional inspections: per inspections hourly rate.
- (40) Rental license late fee: 100% of rental license fee.
- (41) S.E.C.- residential: \$20.
- (42) S.E.C. - commercial/industrial: \$50.

- (43) SAC/WAC inspection fee: \$37.50.
- (44) State surcharge: applied to all permits.
- (45) Swimming pool permit: \$80.
- (46) Water/sewer line repair inspection fee: \$80.
- (47) Window/door replacement permit: \$80.
- (48) Electrical inspection fees.

All Services		Circuits and Feeders The inspection fee for the installation, addition, alteration, or repair of each circuit, feeder, feeder tap, or set of transformer secondary conductors:	
Residential Service Change \$100, this includes one inspection. Or the below rates.			
0 to 300 amp	\$50	0 amp to 30 amp	\$8
400 amp	\$58	31 amp to 100 amp	\$10
500 amp	\$72	101 amp to 200 amp	\$15
600 amp	\$86	300 amp	\$20
800 amp	\$114	400 amp	\$25
1,000 amp	\$142	500 amp	\$30
1,100 amp	\$156	600 amp	\$35
1,200 amp	\$170	700 amp	\$40
Add \$15 for each additional 100 amps		Add \$5 for each additional 100 amps	
Minimum permit fee is \$50 plus \$1 state surcharge. This is for one inspection only.			
Minimum fee for rough-in inspection and final is \$100 plus \$1 state surcharge.			
Maximum fee for single-family dwelling not over 200 amps is \$150 plus \$1 state surcharge. Maximum of 30 circuits.			
Maximum of two rough-in inspections and one final inspection.			
Apartment buildings: maximum fee per unit of an apartment or condominium complex is \$100. This does not cover service and house wiring. A separate permit must be issued for house wiring.			
Swimming pools: \$100, this includes two inspections			
Traffic signals: \$10 per each standard			
Streetlighting: \$5 per each standard			
Transformers/generators: \$10 per unit + \$0.50 per KVA			
Retro-fit lighting: \$0.75 per fixture			
Sign transformer: \$10			
Remote control/signal circuits: \$1 per device			
Reinspection fees: \$50			

* Fees are doubled if the work starts before the permit is issued.

C. Community Center.

- (1) Cleaning fee (if elected by renter): \$125.
- (2) Damage deposit: \$250.
- (3) Damage fees:
 - (a) Cleaning: \$35 per hour minimum.
 - (b) Tables: \$100 each.
 - (c) Chairs: \$20 each.
 - (d) Unreturned keys: \$250.
 - (e) Smoking nondesignated areas: \$200.
 - (f) Other items: to be determined based on replacement cost.
- (4) Equipment available to rent (larger deposit may be required):
 - (a) LCD home theater projector on cart: \$50.
 - (b) Nine-foot portable screen: \$20.
 - (c) Blu-ray DVD player: \$15.
 - (d) Speakers and microphone (includes tripod stands if requested): \$15.
 - (e) Podium: \$10.
- (5) Nonprofit organizations: \$50 (full day); \$25 (four hours or less).
- (6) Private (less than 50 individuals) or for-profit organizations: \$100 (full day); \$50 (four hours or less).
- (7) Special events. Includes use of the kitchen. Dishes and utensils not provided. With or without alcohol. More than 50 individuals in attendance: \$275.
- (8) Monthly rental fees.

Fee Arrangements - When Requested		
Nonprofit Monthly Rental Rates (less-than-four-hour rentals)		
Nonprofit**		
Reservations Per Month	Monthly Fee	Fee Per Reservation
1	\$25	\$25
2	\$48.80	\$24.40
3	\$71.70	\$23.90
4	\$93.20	\$23.30
5	\$113.50	\$22.70
6	\$133.20	\$22.20
7	\$151.20	\$21.60

Fee Arrangements - When Requested		
Nonprofit Monthly Rental Rates (less-than-four-hour rentals)		
Nonprofit**		
Reservations Per Month	Monthly Fee	Fee Per Reservation
8	\$168	\$21
9	\$184.50	\$20.50
10	\$199	\$19.90
11	\$212.30	\$19.30
12	\$225.60	\$18.80
13	\$236.60	\$18.20
14	\$246.40	\$17.60
15	\$255	\$17
16	\$264	\$16.50
17	\$270.30	\$15.90
18	\$275.40	\$15.30
19	\$281.20	\$14.80
20	\$284	\$14.20
21	\$285.60	\$13.60
22	\$288.20	\$13.10
23	\$287.50	\$12.50

** Groups storing belongings at the facility may be subject to a monthly storage fee.

Fee Arrangements - When Requested		
For-Profit and Private Monthly Rental Rates (less-than-four-hour rentals)		
Private/For-Profit**		
Reservations Per Month	Monthly Fee	Fee Per Reservation
1	\$50	\$50
2	\$97.80	\$48.90
3	\$143.10	\$47.70
4	\$186.40	\$46.60
5	\$227.50	\$45.50
6	\$265.80	\$44.30
7	\$302.40	\$43.20
8	\$336	\$42
9	\$368.10	\$40.90

Fee Arrangements - When Requested		
For-Profit and Private Monthly Rental Rates (less-than-four-hour rentals)		
Private/For-Profit**		
Reservations Per Month	Monthly Fee	Fee Per Reservation
10	\$398	\$39.80
11	\$424.60	\$38.60
12	\$450	\$37.50
13	\$473.20	\$36.40
14	\$492.80	\$35.20
15	\$511.50	\$34.10
16	\$528	\$33
17	\$540.60	\$31.80
18	\$552.60	\$30.70
19	\$560.50	\$29.50
20	\$568	\$28.40
21	\$573.30	\$27.30
22	\$574.20	\$26.10
23	\$575	\$25

** All other fees and deposits for the rental of the facility apply.

D. Economic Development Authority.

- (1) Assignment and assumption agreement: \$1,000 plus costs.
- (2) Development agreement (nonabatement or TIF): \$1,000 plus costs.
- (3) Establishment of new TIF District: \$4,800 or actual cost.
- (4) Host approval of conduit debt: \$3,000 escrow.
- (5) Issuance of conduit debt: 1/4% of the proposed issuance amount, \$3,000 minimum, \$25,000 maximum escrow.
- (6) Revolving loan fund application fee: 1% origination fee.
- (7) SAC/WAC repayment agreement and mortgage: current cost of filing document(s) at Isanti County to be paid by developer.
- (8) TIF development agreement: \$2,500 plus costs.
- (9) Tax abatement application fee: \$1,000 plus costs.

E. Liquor/beer licenses.

- (1) Background check and investigation fee.

- (a) For partnership - corporation - association: \$300.
- (b) For individual: \$100.

Initial application only, does not apply for renewals.

- (2) Investigation fee for comprehensive background and financial investigation (§ 76-16B):
 - (a) If the investigation is conducted within the state: \$500, less any amount paid for the initial investigation.
 - (b) If the investigation is required outside the state: \$10,000, less any amount paid for the initial investigation.
- (3) Beer off-sale (3.2): \$150.
- (4) Beer on-sale (3.2): \$250.
- (5) Brewers off-sale malt liquor: \$310.
- (6) Brewers tap room on-sale: \$500.
- (7) Brew pub off-sale malt liquor: \$310.
- (8) Club license (max dictated by Minnesota State Statutes): \$500.
- (9) Intoxicating liquor on-sale: \$2,500.
- (10) Intoxicating liquor Sunday on-sale: \$200.
- (11) Consumption and display permit (annual): \$200.
- (12) Temporary consumption and display permit: \$25.
- (13) Temporary on-sale 3.2 beer license (one day to four days): \$50.
- (14) Temporary one-day on-sale intoxicating liquor license: \$25.
- (15) Temporary on-sale intoxicating liquor license (includes beer and wine, two days to four days one event): \$50.
- (16) Temporary on-sale intoxicating liquor license (multiple events): \$500.
- (17) Wine on-sale: \$300.

F. Parks, Recreation, and Culture.

- (1) Bluebird Amphitheater.
 - (a) Full-day rental: \$350.
 - (b) Half-day rental: \$150 (four hours or less).
 - (c) Half-day rental - nonprofit: \$100 (four hours or less).
 - (d) Refundable damage deposit: \$250.

- (e) Speakers w/ tripod (two): \$25.
- (f) Microphone: \$10.
- (g) Podium: \$15.
- (h) Damage cleaning fee: \$35 per hour.
- (i) Stains/structural damage fee: \$30 per hour.
- (j) Other damage fee: based on replacement cost.
- (2) Copy of Comprehensive Park Plan: \$10.
- (3) Community garden - ground plot (season fee): \$15.
- (4) Community garden - raised bed (season fee): \$20.
- (5) Farmers market - membership fee (annual): \$10.
- (6) Farmers market - stall fee.
 - (a) Full season: \$100.
 - (b) Half season: \$60.
- (7) Farmers market - single day: \$10.
- (8) Park dedication fee (residential): \$1,500 per unit.
- (9) Park dedication fee - multifamily with recreational amenities: up to 25% reduction of \$1,500 per-unit fee.
- (10) Park dedication fee (all others): \$1,500 per commercial/industrial acre.
- (11) Park shelter electric box deposit: \$50.
- (12) Park shelter fee.
 - (a) Resident: no charge
 - (b) Nonresident or business: \$10.
 - (c) Nonprofit: \$5.
- (13) Special event cleanup deposit: \$100.
- (14) Tennis court usage.
 - (a) Resident (individual).
 - [1] One court: no charge.
 - [2] Two courts: \$6/hour.
 - (b) Nonresident (individual).
 - [1] One court: \$6/hour.

- [2] Two courts: \$12/hour.
 - (c) Group, league, business, industry: \$15/hour.
 - (d) Nonprofit.
 - [1] One court: \$3/hour.
 - [2] Two courts: \$6/hour.
 - (e) Per season single court only - rates to be determined on a case-by-case basis by the Parks, Recreation, and Culture Board and City Council.
- (15) Unity Park softball field usage.
- (a) Resident: \$15 per day.
 - (b) Nonresident: \$25 per day.
 - (c) Nonprofit: \$7.50 per day.
- G. Planning and zoning.
- (1) Administrative appeals: \$200 plus costs.
 - (2) Administrative permit: \$75.
 - (3) Administrative permit - nonprofit: no charge.
 - (4) Administrative subdivision: \$275 plus costs.
 - (5) Annexation/de-annexation: \$100 plus costs.
 - (6) Comprehensive Plan amendment: \$325 plus costs.
 - (7) Conditional use permit: \$325 plus costs (\$1,000 escrow).
 - (8) Conditional use permit amendment: \$275 plus costs (\$500 escrow).
 - (9) Copy of Comprehensive Plan: \$50.
 - (10) Copy of Zoning Ordinance: \$25.
 - (11) Copy of engineer design standards: \$35.
 - (12) Development agreement: \$10,000 (minimum) escrow.
 - (13) Development agreement (minor): \$5,000 (minimum) escrow.
 - (14) Easement application: \$200 plus costs.
 - (15) EAW and EIS review: \$600 plus costs.
 - (16) Final plat: \$325 plus \$10 per lot/unit plus costs (\$1,500 escrow).
 - (17) Interim use permit: \$325 plus costs.
 - (18) Minor subdivision plat: \$325 plus costs (\$1,000 escrow).

- (19) Planned unit development - final plan: \$325 plus costs (\$1,500 escrow).
- (20) Planned unit development - general plan: \$500 plus costs (\$1,500 escrow).
- (21) Preliminary plat: \$500 plus costs (\$1,500 escrow).
- (22) Rezoning request: \$325 plus costs.
- (23) Sign permit (permanent): \$75.
- (24) Sign permit (temporary): \$50.
- (25) Site plan review: \$325 plus costs (\$1,000 escrow).
- (26) Site plan review financial surety: 125% of estimated cost of site (commercial/ industrial) improvements (driveway, parking and loading areas).
- (27) Text amendment: \$275.
- (28) Vacation request: \$275 plus costs.
- (29) Variance request: \$325 plus costs.
- (30) Wetlands replacement plan review: \$500.
- (31) Zoning permits: \$80.
- (32) Zoning verification letter: \$30.

H. Police.

- (1) Administrative citation: \$60.
- (2) Alcohol screening: \$3 per time or \$75 per year.
- (3) Chemical disposal (small amount): cost of disposal.
- (4) Chemical disposal (large amount): cost of disposal.
- (5) Cleaning of crime scene: cost of cleanup.
- (6) Copy of photo: \$5.
- (7) Copy of police report: \$0.25 per page.
- (8) Copy of video and/or audio, or secured e-delivery: \$25.
- (9) Fee for returned check: listed under Administration.
- (10) Fingerprinting: \$15 per nonresident or non-Isanti business, \$0 for Isanti resident or business.
- (11) Police records search: \$35.
- (12) Professional hire of police officer (minimum three hours): actual hourly wage multiplied by 150%.
- (13) Reschedule hearing on administrative citation: \$50.

- (14) Storage fees: \$20 per day.
- (15) Towing: As per towing contract fee schedule.
- (16) Unjust hearing: 150% of cost of hearing.

I. Sewer and water.

- (1) Delinquent posting notice fee: \$15.
- (2) Water meter - new construction:
 - (a) Meter (5/8 inch and 3/4 inch): cost included in permit fee.
 - (b) Meter (larger than 3/4 inch diameter): cost minus standard full meter fee.
- (3) Water meter - replacement or additional.
 - (a) Meter (5/8 inch and 3/4 inch)::
 - [1] Full meter (radio and body): actual cost plus \$5.
 - [2] Radio: actual cost.
 - [3] Body: actual cost.
 - [4] Horn: actual cost.
 - (b) Meter (larger than 3/4 inch diameter): actual cost plus \$5.
- (4) Meter connections/fittings: actual cost.
- (5) Meter replacement administrative fee for noncompliance: \$75/month.
- (6) Private metered water sales deposit: \$2,000 (refundable deposit).
\$10 minimum and up to first 1,000 gallons; as per rate study per/1,000 thereafter.
- (7) Private well water testing: \$45.
- (8) Sewer access fee (SAC): per ordinance per unit based on REC assessment.
- (9) Sewer rates: per ordinance.
- (10) Stormwater rates: per ordinance.
- (11) Stormwater escrow commercial: \$3,000.
- (12) Stormwater escrow residential: \$1,000.
- (13) Trunk utility charge residential: \$1,000/unit if more than one unit based on REC schedule or per development agreement.
- (14) Trunk utility charge commercial/industrial: \$2,050 per commercial/industrial acre or per development agreement.
- (15) Valve plate cover: \$100.

- (16) Water access charge (WAC): per ordinance per unit based on REC assessment.
- (17) Water disconnect/reconnect: \$50.
- (18) Water disconnect/reconnect (after hours): \$100 minimum per person, after one hour \$100 per hour per person.
- (19) Water meter history report: \$50.
- (20) Water meter testing: one hour public works staff plus costs.
- (21) Water rates: per ordinance.

J. Streets.

- (1) Bobcat/tractor charge with operator: \$100 per hour.
- (2) Labor - during work hours: \$50 per hour, 1/2 hour minimum.
- (3) Labor - after hours: \$100 per hour, two-hour minimum.
- (4) Mow charge with operator: \$90 per hour.
- (5) Sidewalk snow removal: \$30.
- (6) Street cut permit: \$1,200.
- (7) Weed whip charge with operator: \$75 per hour.
- (8) Minnesota WARN rates: equipment charges are per hour with operator.

	Business Hours	Non-Business Hours
Road Grader with Wing, Dump Truck with Snowplow and Wing, Wheel Loader	\$160	\$180
Air Compressor with Accessories and Pickup, Pickup, One-Ton Trucks, Tractors	\$90	\$110
Vactor with Pickup (Requires Two Operators); there is an additional charge of \$0.35 per lineal foot for sewer cleaning.	\$135	\$145
Single-axle Truck, Street Sweeper, Single-axle Dump Truck with Snowplow	\$125	\$145
Skidsteer, Self-propelled Mower/Snowblower/V Plow/Broom/Brush Hog/Grapple Bucket Attachment	\$90	\$105
All Other Equipment Such As Chain Saw, Push Mower and Weed Whips	\$75	\$95

K. Fire.

- (1) Fire extinguisher service deposit fee: \$25 (refundable).
- (2) Fire extinguisher - administrative fee: \$3.

§ 160-3. Other fees.

This is not an all-inclusive fee schedule for fees that may be charged by the City. The City Council is solely responsible for the setting and establishment of fees, whether listed in this chapter or in an ordinance, a resolution or negotiated in an agreement. Sales and use tax applied in addition to fees as required by state statute.

§ 160-4. Summary publication of chapter authorized.

The City Council authorizes this chapter to be published in summary form, with copies of the fee schedule available to the public at City Hall at no charge.

A Community For Generations.



MEMO for COW

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: November 15, 2022
Subject: Water Tower Rehabilitation Scope of Work

Background:

The City's water tower is in the capital improvement plan for work to be performed in 2023 in the amount of \$811,490.00. There are two options, see below for scope of work, to consider with respect to the depth of the repair.

Bolton and Menk's water tower specialist, James Connor, completed an on-site evaluation on June 14, 2022 to assist the City in determining the best action.

Option #1

Interior Wet: Complete coating removal (abrasive blast) and replacement

Exterior: Pressure wash, spot repair (<10%), and overcoat exterior (two coats)

Interior Dry: Partial coating replacement & Spot repair (<5% total area)

Approximate Cost: \$475,000

Option 1 exterior overcoat work includes spot repair which would prolong performing a complete exterior removal and replace for up to 7-10 years. Staff would incorporate the full scope into the CIP in year 2030.

Option #2

Interior Wet: Complete coating removal (abrasive blast) and replacement

Exterior: Complete sandblast and paint exterior with full curtain containment

Interior Dry: Partial coating replacement & Spot repair (<5% total area)

Approximate Cost: \$825,000

Option 2 exterior full removal and replacement would provide a life cycle of approximately 20 years. Staff would incorporate future work into CIP in year 2043.

Request:

Staff is requesting the Council determine the scope of work by choosing option 1 or 2 to allow staff to being documents for bid and the cost to be updated in the CIP.

Attachment:

- Water Tower Evaluation Summary after June, 2022 Site Visit



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Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Date: September 19, 2022

To: Jason Cook

From: James Connor

Subject: 750,000 Gallon Elevated Water Storage Tank - (Hydropillar) Update Summary
City of Isanti, MN

The following is a brief summary report of an inspection and update evaluation performed on the Elevated Water Storage Tank located in Isanti, MN. The inspection and evaluation were performed June, 14, 2022. The location address of the Tower is approximately 601 East Dual Boulevard. An inspection/evaluation/report was originally performed in 2017 (also by Bolton & Menk). The elevated storage tank is a 750,000-gallon hydropillar style built in 2003 by Chicago Bridge & Iron. The tank color is a light off-white with blue lettering/logo. At the time of evaluation, the tank water level was at approximately 95% tank capacity.

Site Observations:

The 750,000-gallon elevated water storage tank was observed and evaluated for overall condition and specifically the protective coating conditions.

The evaluation was performed by accessing the tank from the interior dry tank ladder while viewing the interior dry surfaces. The tower roof was also accessed from the interior dry ladders. The interior wet surfaces (above the water level) were viewed from the tower roof access hatch.

Random dry film thickness readings were taken on the tank interior dry pedestal wall. The exterior pedestal base and exterior roof also received dry film thickness readings. Interior dry pedestal coatings revealed dry film thickness readings of approximately 7-11 mils. The exterior tank roof presented average coating thickness of 10-17 mils and the pedestal base shell wall coating thickness of 7-11 mils.

The tank's interior dry coatings are in fair condition with localized areas in poor condition (mainly at the walkway/catwalk and dry riser - above the walkway). The dry riser pipe ("dry tube") presented "pinpoint" corrosion. The tank pedestal and roof exhibit a moderate amount of dirt and mildew (pedestal dirt and mildew mainly on the tank bottom). The tank bottom pedestal also present areas of "micro-cracking".

However, the areas of the “micro-cracking” appear to be protecting the structure without any visible corrosion. There are minor areas of visible corrosion on the tank roof. The minor areas of corrosion present less than 5% of the tanks total exterior surface area.

An ”X-Cut” adhesion test was performed on the exterior roof and lower pedestal. The results were satisfactory. This would assume the coating was a candidate for an overcoat.

Note: The areas presenting the “micro-cracking” appear to be mainly near the lower portion of the pedestal exterior. The upper portion of the pedestal was not accessible without a crane or basket lift.

The tank interior wet was viewed through the roof access hinged hatch. The viewed surfaces of the tank shell wall/roof (above the water level) exhibit moderate to heavy coating failures. The tank ceiling presents minor to moderate corrosion mainly at the weld seams and structural steel support edges. These areas present rust staining and areas of corrosion visible to the steel substrate. A portion of the steel edges present a “stratified” or “pack rust” condition (layered condition of rusting).

The foundation concrete and grout appear to be in good to fair condition.

Recommendations:

Based on the site visit, Bolton & Menk recommends two options (and estimated costs) in maintaining the elevated storage tank. Listed below describes the approximate “scope of work” and lists approximate budget prices for the City of Isanti’s 750,000 Gallon Elevated Storage Tank Rehabilitation options. Minor structural modifications would be necessary with both options listed below.

Note: An overcoat system would most likely provide an approximate 7–10-year life cycle. A complete removal and replacement (full curtain containment) would provide an approximate 20-year life-cycle.

Option #1

Interior Wet: Complete coating removal (abrasive blast) and replacement

Exterior: Pressure wash, spot repair (<10%), and overcoat exterior (two coats)

Interior Dry: Partial coating replacement & Spot repair (<5% total area)

Approximate Cost: \$475,000

Option #2

Interior Wet: Complete coating removal (abrasive blast) and replacement

Exterior: Complete sandblast and paint exterior with full curtain containment

Interior Dry: Partial coating replacement & Spot repair (<5% total area)

Approximate Cost: \$825,000

Note: The estimated costs do not include Engineering, Construction Management, etc...fees.



Memo for Committee of the Whole

To: Mayor Johnson and Members of the City Council
From: Katie Grotte, Human Resources Director
Date: November 15, 2022
Subject: Employee Personnel Policy- Annual Update

Background:

The Employee Personnel Policy is updated annually to reflect on current State and Federal guidelines. Updates have been cross-referenced with the City Attorney and/or League of MN Cities reference guide to benefit the City and Staff for legal purposes and the retention of employees.

Personnel Policy updates are as follows:

Section 2: Add Resolution 2021-032 language
Section 2: Dress Code updates
Section 4: Add Resolution 2022-022 language
Section 7: Revise language for non-exempt staff to earn compensatory time on weeks with holidays
Section 9: Add Resolution 2019-275 Language
Section 11: Change number of days for physician statement requirement during a medical absence
Section 14: Revise meal reimbursement language for trainings/out of state.

Discussion items for recruitment/retention:

- Take the Kids to Work Day
- Using sick leave for eligible wellness expenses
- Annual compensatory time payout for all staff
- Longevity pay for non-union employees

Request:

Staff is requesting discussion on this item.

AGENDA
CITY OF ISANTI
COMMITTEE OF THE WHOLE MEETING

TUESDAY, DECEMBER 20, 2022 – 5:00 P.M.
CITY HALL



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

- E. Committee Meeting Items**
 - 1. Retention Strategies
 - 2. Parking Discussion (*Jimmy Gordon*)
 - 3. Archery Range Netting Discussion (*Jimmy Gordon*)
 - 4. Main Street and Isanti Parkway Railroad Crossings
 - 5. Continuation of THC Ordinance Discussion
 - 6. Illuminate Isanti Wrap Up Discussion
 - 7. Official Newspaper Designation Discussion

- F. Adjournment**



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Suite 206
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Fax: (763) 427-0833
Bolton-Menk.com

MEMORANDUM

Date: December 12, 2022
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W Cook, P.E.
City Engineer
Subject: Railroad Planking Replacement – Main Street □ Isanti Parkway Crossings
City of Isanti, MN

BNSF Railroad have reached out to city staff to coordinate the replacement of the concrete planking along the railroad tracks at the Main Street and Isanti Parkway Crossings.

These planks are installed by the railroad, and they coordinate managing the train traffic during the install, however, they require the City to manage the vehicle traffic and street repairs as these are City infrastructure items. BNSF also requires a cost share for the cost to furnish and install the planking. This is their standard practice as they consider the planking wouldn't be needed if the city street didn't cross the tracks.

The cost share to the City for the planking is \$800/foot of planking along the tracks. This is a 50/50 cost share with the railroad.

There are two crossings at the Main Street intersection and one crossing on Isanti Parkway.

Main Street:

- The two planking crossings total 128-ft plus street patch costs for a total estimated City cost of \$130,000.

Isanti Parkway:

- The planking length is 40-ft plus street patch costs for a total estimated City cost of \$50,000.

Attached is a draft agreement BNSF has put together to complete the Isanti Parkway crossing. They need this signed by the end of January to be able to get the work completed in 2023. The Main Street Crossing would look very similar. If the City would like to proceed with both, BNSF will draft that agreement as well.

If the City would like to request they do the crossing in two separate years to allow for budgeting, the Railroad offered to only do Isanti Parkway next year, then the Main Street crossings in 2024 to allow the City to budget for the cost.

These crossings are both on city State Aid routes, so the city could elect to use State Aid funds to cover this cost. The city currently has a negative balance for available State Aid funds, but if plans are approved by State Aid in advance of the work, these funds could be applied once they become available.

These improvements could be added to the 2023 Pavement Maintenance project or have a stand-alone contract completed with a contractor to perform this work.

Please contact me at (763) 200-2444 if you have any questions or need additional information.



CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20236182
Mile Post 112.31
Line Segment 28
U.S. DOT Number 061601B
Hinckley Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, _____, by and between **CITY OF ISANTI** (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at Isanti Pkwy with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of 40 feet from the edge of the pavement on the South side of the tracks to the edge of the pavement on the North side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at Isanti Pkwy. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Design and Construction of Isanti Pkwy;
 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
 - C. Installation of advance warning signs in accordance with the MUTCD;



- D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
- E. Provide suitable drainage, both temporary and permanent;
- F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
- G. Construct concrete sidewalk surface on approaches to each track, if desired; and
- H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

- 3) **Payment; Invoicing.** Upon execution of this Agreement by both parties hereto, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay Company Eight Hundred and No/100 Dollars (\$800.00) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Thirty Two Thousand and No/100 Dollars (\$32,000.00).

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Isanti Pkwy crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the Isanti Pkwy crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Isanti Pkwy and the new crossing surface on both sides of the track as well as the area between the tracks.



- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

CITY OF ISANTI

By: _____

Printed Name: _____

Title: _____



Exhibit A





EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the reconstruction of the railroad crossing surface approaches and associated traffic control at Isanti Pkwy (DOT 061601B) in Isanti, MN.
- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to **Rosa Martinez** at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify **(Agency)** and Railway's Manager Public Projects, telephone number 763-782-3476 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20236182.
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- **1.03.02** The Contractor must notify the Railway's Division Engineer Keith Jones at 763-782-3479 and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.



- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under



this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's **Roadmaster Ben Peterson (telephone 218-828-7286)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other

conditions warrant.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 - **1.05.03d** The average train traffic on this route is 15 freight trains per 24-hour period at a timetable speed 50 MPH and N/A passenger trains at a timetable speed of N/A MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by

contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09** THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.
- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Ben Peterson (218-828-7286)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.



- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately:
(a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery;
(b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C)
- Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- Contractor/safety sensitive (F)
- Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)
- Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com

Officer Providing Information:

(Name)

(Employee No.)

(Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490



Contract Number: BF-20236182

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

I. Accident City/St: _____ 2. Date: _____ Time: _____

County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ **SSN (required):** _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

II. Description of Accident (To include location, action, result, etc.): _____

12. Treatment:
 First Aid Only _____
 Required Medical Treatment _____
 Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address: _____ 17 of 27
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____



Contract Number: BF-20236182

EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____

Agency Project: _____

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 202_, with the **CITY OF ISANTI** for the performance of certain work in connection with the following project: reconstruction of the railroad crossing surface approaches and associated traffic control at Isanti Pkwy (DOT 061601B) in Isanti, MN. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for the **CITY OF ISANTI** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS,**



Contract Number: BF-20236182

EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) **TERM**

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.



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3) **INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.



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No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.



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A. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of “Physical Damage to Property” shall be endorsed to read: “means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured’ care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway’s Blanket Railroad Protective Liability Insurance Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor’s care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.



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Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.



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If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes



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(together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

1) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.



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2) **TRAIN DELAY**

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Kota Patton 763-782-3209 (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

 Contractor Legal Name

By: _____

Printed Name: _____

Title: _____

Contact Person: _____

Address: _____

City: _____

State: _____ Zip: _____

Fax: _____

Phone: _____

E-mail: _____

BNSF Railway Company

By: _____

Name: _____
 Manager Public Projects

Accepted and effective this _____ day of 20__.