

**AGENDA
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 15, 2020 – 7:00 P.M.
CITY HALL**

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

F. Proclamations/Commendations/Certificate Awards

G. Approve City Council Minutes

- 1. September 1, 2020- Regular Meeting of the City Council

H. Announcements

- 1. Park, Recreation, & Culture Board Meeting Tuesday, September 22, 2020 at 6:00 p.m.
- 2. City Council Meeting Tuesday, October 6, 2020 at 7:00 p.m.
- 3. EDA Meeting Tuesday, October 6, 2020
(Following the City Council Meeting)

I. Council Committee Reports

J. Public Hearings

K. Business Items

Josi Wood City Administrator

- 1. Resolution 2020-XXX Variance request for a garage to exceed 580 square feet and to be larger than the house at 201 Broadway
- 2. Resolution 2020-XXX Approving Metering Software and Hardware and Entering into an Agreement with Mueller

L. Approve Consent Agenda

- 1. Accounts Payable in the Amount of \$222,652.70 Payroll in the Amount of \$104,290.60
- 2. Resolution 2020-XXX Regarding Maintenance of Part-Time Peace Officers
- 3. Resolution 2020-XXX Approving Amendment to the 2020 Budget
- 4. Resolution 2020-XXX Authorization to Purchase Items with Wellness Funds from the Approved Budget
- 5. Resolution 2020-XXX Accepting Part-Time Liquor Store Clerk Letter of Resignation for Brian Williams
- 6. Resolution 2020-XXX Approving the hire of Building Official Christopher Chandler
- 7. Resolution 2020-XXX Entering into an Agreement with Nextera for Hosted Voice/ Phone Services for City Hall
- 8. Resolution 2020-XXX Approving Proposals for Automated Laserfiche Services
- 9. Resolution 2020-XXX Approving Application for Exempt Gambling Permit for Friends of Saint Scholastica
- 10. Resolution 2020-XXX Authorizing Purchase of Emergency Management Radio Equipment
- 11. Resolution 2020-XXX Authorizing Purchase of 2021 Chevrolet Tahoe and Equipment for Emergency Management Mobile Command Vehicle

M. Other Communications

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

Adjournment

**MINUTES
CITY OF ISANTI
CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 1, 2020 – 7:00 P.M.
CITY HALL**

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

The Pledge of Allegiance was recited.

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

Members Absent: Dan Collison

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

D. Public Comment

None

E. Adopt Agenda

Addendum:

Add L.8. Resolution 2020-164 Authorizing a Reduction in the Letter of Credit for Legacy Pines Second Addition and Moving the Balance to Legacy Pines 3rd Addition Phase One

Motion by Lundeen, second by Bergley to approve agenda with the modifications listed above. Motion passed 4-0. Motion carried.

F. Proclamations/Commendations/Certificate Award

None

G. Approve City Council Minutes

1. August 18, 2020- Regular Meeting of the City Council
2. August 18, 2020- Committee of the Whole Meeting
3. July 21, 2020- Planning Commission Meeting
4. July 28, 2020- Parks, Recreation and Culture Board Meeting

Motion by Lundeen, second by Bergley to approve minutes as presented. Motion passed 4-0. Motion carried.

H. Announcements

1. CITY OFFICES CLOSED

Monday, September 7, 2020

(In Observance of Labor Day)

2. Committee of the Whole

Tuesday, September 15, 2020 at 5:00 p.m.

3. City Council Meeting

Tuesday, September 15, 2020 at 7:00 p.m.

4. Planning Commission Meeting

Tuesday, September 15, 2020

(Immediately following the City Council Meeting)

I. Council Committee Reports

Councilor Lundeen shared that the Isanti Fire District received their new fire truck. Lundeen further shared that the Fire District has shared what they are requesting for PPE.

Councilor Bergley thanked Isanti-Chisago Star Newspaper for printing the council's article in the newspaper.

J. Public Hearings

None

K. Business Items

1. Resolution 2020-153 Approving Expenditure Allocations for Coronavirus Relief Funds

City Administrator Josi Wood shared that staff worked diligently to see what items would be covered for the city. Outlined items include payroll reimbursement for eligible staff for \$100,000, PPE, testing, public safety and health expenses for \$24,000, Emergency management and EOC expenses for \$147,000, IT, technology and software support for \$82,000 with a remaining balance of \$101,377. Wood stated that staff is looking for direction for how much should go to Isanti Fire District for PPE and how much should go towards Economic Business Relief. Wood further shared that Isanti Fire District has requested \$8,000 for PPE.

PPE and audio/ visual for distance learning for Station #1 for \$24,000 and Economic relief grants for businesses and non-profits up to \$5,000 each.

City Administrator Josi Wood stated the grant funds will be first come first served at the money could potentially run out.

Motion by Bergley, second by Lundeen for \$24,000 for PPE and audio/visual for distance learning for Isanti Fire District and \$77,377 for economic relief for businesses and non-profits up to \$5,000 and authorize City Administrator Josi Wood to discuss with Fire Chief Al Jankovich expenses and what to purchases for the Isanti Fire District. Motion passed 4-0. Motion carried.

2. Resolution 2020-154 Approving Isanti Relief Business Grant Program

Community Development Director Sheila Sellman shared this is a grant program for the businesses that were affected by Covid-19 and the Executive Order 20-04 and 20-08. The grant is for up to \$5,000 and the business would need to demonstrate why they need to money and what it will be spent on. Once the first applications have been gone through, if there is money left over, businesses can reapply again to receive more money.

Motion by Lundeen, second by Bergley to approve resolution as presented. Motion passed 4-0. Motion carried.

3. Resolution 2020-XXX Variance request for a garage to exceed 580 square feet and to be larger than the house at 201 Broadway

Community Development Director Sheila Sellman shared that this is for a variance request at 201 Broadway for the applicant to exceed code requirements for a detached accessory structure. Currently, city code limits detached accessory structures to 580 square feet and the accessory structure cannot exceed the size of the house. The applicant at 201 Broadway did submit an application in May and it was denied because it exceeded two code requirements but the applicant went ahead and put the foundation in anyway. The Planning Commission held a public hearing and one person spoke and said they were in

favor of it. The applicant was in attendance at the public hearing and answered a couple questions and is now asking for a variance for a project that has already been started that was denied. Planning Commission recommended denial 4-2 and staff also recommends denial of the variance.

Councilor Lundeen stated that council did give the applicant ideas for him to move forward such as adding onto the house or attaching the garage to the house.

Motion by Lundeen, second by Johnson to deny the variance. Motion did not pass as vote was 2-2 with Gordon and Bergley voted nay.

Consideration of variance request for 201 Broadway will be postponed to the September 15th city council meeting.

City Administrator Josi Wood

4. Resolution 2020-155 Approving a Special Event Permit Application for Rum River BMX to Host 2020 USABMX Land O' Lakes National Event (*Larry Merchlewitz and Sean Wilson*)

Larry Merchlewitz shared that this is a 3-day national where riders will be getting 4 times the amount of points then they normally get at any race. The permit asks for Isanti Parkway to be closed on in front of Rum River BMX. Camping will be designated to the rodeo grounds as it is a bigger event and all parking fees will be split with the city. The permit also includes a sign permit for a banner to be put up in front of Isanti Equipment.

Motion by Lundeen, second by Bergley to approve the resolution as presented. Motion passed 4-0. Motion carried.

Finance Director Mike Betker

5. Resolution 2020-156 Setting the 2021 Final Budget and Levy Meeting

6. Resolution 2020-157 Approving 2021 Preliminary Budget for the City of Isanti

7. Resolution 2020-158 Adopting the Proposed 2020 Tax Levy Collectible in 2021 for the City of Isanti

Finance Director Mike Betker shared the proposed preliminary property tax levy is \$2,987,163 and reflects an increase in the preliminary taxable market value for 2021 of 10.71%. The city will receive updated property tax values from the County in December. The proposed preliminary property tax rate is 61.18%. An increase of 0.0% from 2020. The 15 year average tax rate from 2006 through 2020 is 67.63%. Betker further shared that General Fund expenditures have been adjusted based on prior year actual costs, current year expenditures through June, actual maintenance agreements and contracts costs. All wages include a 3% COLA for 2021 and include the necessary step increases, where applicable. Dental insurance, Worker's Compensation, Property/ Liability/ Volunteer Insurance, and Life/ AD&D Insurance have all been adjusted to reflect premiums paid in 2020 and any necessary inflationary factor was applied. Health Insurance is projected to increase 5.0%. Final renewal numbers on Health Insurance scheduled to be available October 1st 2020.

Motion by Lundeen, second by Bergley to approve K.5, K.6 and K.7. Motion passed 4-0. Motion carried.

L. Approve Consent Agenda

1. Accounts Payable in the Amount of \$273,260.55 Payroll in the Amount of \$104,795.79

2. **Resolution 2020-159** Approving Application for Exempt Gambling Permit for St. Elizabeth Ann Seton Church
3. **Resolution 2020-160** Declaring the Official Intent of the City of Isanti to Reimburse Certain Expenditures from the Proceeds of Bonds to be Issued by the City
4. **Resolution 2020-161** Offering the Position of Full-Time Police Officer to Michael Glavan
5. **Resolution 2020-162** Offering the Position of Full-Time Police Officer to Jordan Lund
6. **Resolution 2020-163** Terminating the Buyback Agreement with Crawfords Equipment
7. Development/Subsidy agreement for Swanee Trucking
8. **Resolution 2020-164** Authorizing a Reduction in the Letter of Credit for Legacy Pines Second Addition and Moving the Balance to Legacy Pines 3rd Addition Phase One

Motion by Lundeen, second by Bergley to approve Consent Agenda with the modification of adding L.8. Motion passed 4-0. Motion carried.

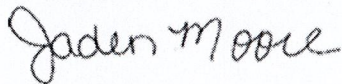
M. Other Communications

1. Draft Minutes from the August 25, 2020 Parks, Recreation and Culture Board Meeting

Adjournment

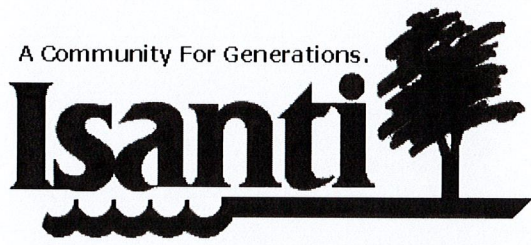
Motion to adjourn by Bergley, second by Gordon. Motion passed 4-0. Motion carried. The meeting was adjourned at 8:08 p.m.

Respectfully Submitted,



Jaden Moore

Deputy City Clerk/ Human Resources



Request for City Council Action

To: Mayor Johnson and Members of City Council
From: Sheila Sellman, Community Development Director
Date: September 15, 2020
Subject: Resolution 2020-XXX Variance request for a garage to exceed 580 square feet and to be larger than the house at 201 Broadway.

Request: The applicant Scott Zimprch is requesting a variance to build a 580 square foot detached garage in the R-2 zoning district, which exceeds the size of the primary structure.

Overview/Background

The Council considered the request at the September 1, 2020 meeting, 6 council members were present with one absent. The applicant was not present at the meeting. The Council had a tie vote and postponed the action to the next meeting. Staff notified the applicant in writing of the postponement.

On May 12, 2020 the applicant applied for a building permit to construct a detached garage at 720 square feet. On May 14, 2020 the Community Development Director (CDD) e-mailed him and explained that the proposed garage exceeds the size limit according to city code. He e-mailed back with some questions and the last correspondence was an e-mail sent by the CDD on May 25th outlining his options which included the following:

- 1) Build the detached garage at 580 square feet and there are no other steps
- 2) Build the garage attached to the house and it can possibly be bigger but can't exceed the size of the house
- 3) Apply for a variance - I have attached the application and calendar. This will take a public hearing at the Planning Commission and properties within 350' of your property will be noticed as well as a notice in the paper. The Planning Commission makes a recommendation to the City Council. Please call me if you would like to discuss.

On July 13, 2020 a stop work order was issued for this property because a building permit was never issued. The garage foundation has already been poured. This was never approved.

City Code defines Accessory Structure as A subordinate attached or detached building located on the same lot as the principal building, of which the use is incidental and accessory to the use of the principal building. Therefore, in addition to the variance for the size limit of 580 square feet, the garage can not exceed the size of the house, the applicants house is 624 square feet. Section 13 Article four has a maximum detached accessory structure limit of 580 square feet for parcels that are less than one acre.

In review of the standards established within Section 21 Administration and Enforcement, Article 5 Variances, Subdivision 4 Procedures (D), the following conclusions have been made (*conclusions to each requirement are shown in italics*):

An application for a variance shall not be approved unless the variance, if permitted, is in harmony with the general purposes and intent of the ordinance and is consistent with the Comprehensive Plan and findings are made that failure to grant the variance would result in practical difficulties on the applicant. Practical difficulties used in connection with the granting of a variance, means that the property owner meets all of the following criteria:

- A. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. *An accessory structure larger than the primary structure and larger than what is permitted by code in not a reasonable use of the land.*
- B. The plight of the landowner is due to circumstances unique to the property and has not been caused by the landowner. *This property is not unique and the circumstances are directly caused by the owner by starting the work without a permit and not meeting size requirements.*
- C. A variance, if granted, will not alter the essential character of the locality. *Granting a variance for an accessory structure to exceed the size of the primary structure does alter the essential character.*
- D. Practical difficulties include but are not limited to, inadequate access to direct sunlight for solar energy systems. *Not applicable.*
- E. Economic considerations alone do not constitute practical difficulties. *Economic considerations do not play a role in this situation*

Planning Commission Recommendation:

The Planning Commission held a public hearing on August 18, 2020. The applicant was present for the meeting and was there to answer questions. One member from the public spoke in favor of the variance. The Planning Commission recommended denial of the variance with a 4-0 vote.

Staff Recommendation:

Staff recommends denial of the variance because the proposed garage is not in harmony with the general intent of the ordinance and does not meet the practical difficulties. In addition, the applicant started the work without a permit when he was specifically told the proposed garage is too big.

Attachments

- Resolution 2020-XXX
- Finding of fact for denial
- Memo from League of MN Cities
- Applicant's memo
- Site plan

RESOLUTION 2020-XXX

**A RESOLUTION DENYING A VARIANCE REQUEST FOR AN ACCESSORY
STRUCTURE TO EXCEED 580 SQUARE FEET AT 201 BROADWAY STREET SE**

WHEREAS, Scott Zimprich, (the applicant) has applied for a variance to the accessory structure limit of 580 square feet.

WHEREAS, The Planning Commission held a public hearing at the August 18, 2020 regular meeting; and,

WHEREAS, the Planning Commission is recommending denial of the request; and,

WHEREAS, The City of Isanti City Council reviewed the request during the regularly scheduled meeting of September 1, 2020 and postponed to the September 15, 2020 meeting; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Isanti, Minnesota, that it adopts the Findings of Fact and Conclusion related to the requested variance and is hereby denied.

Adopted by the City of Isanti City Council on this 15th day of September, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

FINDINGS OF FACT AND CONCLUSION
Garage Variance Denial
September 15, 2020
Prepared by Community Development Director Sheila Sellman

Request

Request from Scott Zimprich for a variance to build a 580 square foot detached garage in the R-2 zoning district, which exceeds the size of the primary structure and accessory structure size limits.

Findings of Fact

1. Scott Zimprich submitted a building permit on May 12, 2020 for a detached 720 square foot garage.
2. On May 14, 2020 the Community Development Director e-mailed and explained that the proposed garage exceeds the size limits according to City Code and the permit was not issued.
3. On July 13, 2020 a stop work order was issued for the property, as construction of the garage started without a permit.
4. The property is located at 201 Broadway Street SE
5. The subject site is zoned R-2 single family residential
6. Section 13, Article four of the Zoning Code limits detached accessory structures to 580 square feet for parcels less than one acre in size
7. Section 2 of the Zoning Code defines Accessory Structure as A subordinate attached or detached building located on the same lot as the principal building, of which the use is incidental and accessory to the use of the principal building.
8. A public hearing date before the Planning Commission was scheduled for Tuesday August 18, 2020 following the City Council meeting at City Hall within the Council Chambers.

Conclusions

In review of the standards established within Section 21 Administration and Enforcement, Article 5 Variances, Subdivision 4 Procedures (D), the following conclusions have been made (*conclusions to each requirement are shown in italics*):

An application for a variance shall not be approved unless the variance, if permitted, is in harmony with the general purposes and intent of the ordinance and is consistent with the Comprehensive Plan and findings are made that failure to grant the variance would result in practical difficulties on the applicant. Practical difficulties used in connection with the granting of a variance, means that the property owner meets all of the following criteria:

- A. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. *An accessory structure larger than the primary structure and larger than what is permitted by code in not a reasonable use of the land.*
- B. The plight of the landowner is due to circumstances unique to the property and has not been caused by the landowner. *This property is not unique and the circumstances are directly caused by the owner by starting the work without a permit and not meeting size requirements.*
- C. A variance, if granted, will not alter the essential character of the locality. *Granting a variance for an accessory structure to exceed the size of the primary structure does alter the essential character.*

- D. Practical difficulties include but are not limited to, inadequate access to direct sunlight for solar energy systems.
Not applicable.
- E. Economic considerations alone do not constitute practical difficulties.
Economic considerations do not play a role in this situation

Decision

The Planning Commission reviewed the request in a public hearing on August 18, 2020. The meeting minutes shall be made a part of the Findings of Fact and Conclusion. Motion by Johnson, second by Collison to deny the variance request. Motion passed 4-2. Gordon and Simon opposed.

The City Council reviewed the request a regularly scheduled meeting on September 1, 2020, the council voted 2 approving the variance and 2 denying the variance, therefore the council postponed the request to the September 15, 2020 meeting. The applicant was not present at the September 1, 2020 meeting and was notified by mail of the proceedings.

Land Use Variances

Learn about variances as a way that cities may allow an exception to part of their zoning ordinance. Review who may grant a variance and how to follow and document the required legal standard of “practical difficulties” (formerly called “undue hardship”).

RELEVANT LINKS:

Minn. Stat. § 462.357, subd. 6.

Minn. Stat. § 462.357, subd. 6.

Minn. Stat. § 462.357, subd. 6.

I. What is a variance

A variance is a way that a city may allow an exception to part of a zoning ordinance. It is a permitted departure from strict enforcement of the ordinance as applied to a particular piece of property. A variance is generally for a dimensional standard (such as setbacks or height limits). A variance allows the landowner to break a dimensional zoning rule that would otherwise apply.

Sometimes a landowner will seek a variance to allow a particular use of their property that would otherwise not be permissible under the zoning ordinance. Such variances are often termed “use variances” as opposed to “area variances” from dimensional standards. Use variances are not generally allowed in Minnesota—state law prohibits a city from permitting by variance any use that is not permitted under the ordinance for the zoning district where the property is located.

II. Granting a variance

Minnesota law provides that requests for variances are heard by a body called the board of adjustment and appeals; in many smaller communities, the planning commission or even the city council may serve that function. A variance decision is generally appealable to the city council.

A variance may be granted if enforcement of a zoning ordinance provision as applied to a particular piece of property would cause the landowner “practical difficulties.” For the variance to be granted, the applicant must satisfy the statutory three-factor test for practical difficulties. If the applicant does not meet all three factors of the statutory test, then a variance should not be granted. Also, variances are only permitted when they are in harmony with the general purposes and intent of the ordinance, and when the terms of the variance are consistent with the comprehensive plan.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

III. Legal standards

When considering a variance application, a city exercises so-called “quasi-judicial” authority. This means that the city’s role is limited to applying the legal standard of practical difficulties to the facts presented by the application. The city acts like a judge in evaluating the facts against the legal standard. If the applicant meets the standard, then the variance may be granted. In contrast, when the city writes the rules in zoning ordinance, the city is exercising “legislative” authority and has much broader discretion.

A. Practical difficulties

“Practical difficulties” is a legal standard set forth in law that cities must apply when considering applications for variances. It is a three-factor test and applies to all requests for variances. To constitute practical difficulties, all three factors of the test must be satisfied.

1. Reasonableness

The first factor is that the property owner proposes to use the property in a reasonable manner. This factor means that the landowner would like to use the property in a particular reasonable way but cannot do so under the rules of the ordinance. It does not mean that the land cannot be put to any reasonable use whatsoever without the variance. For example, if the variance application is for a building too close to a lot line or does not meet the required setback, the focus of the first factor is whether the request to place a building there is reasonable.

2. Uniqueness

The second factor is that the landowner’s problem is due to circumstances unique to the property not caused by the landowner. The uniqueness generally relates to the physical characteristics of the particular piece of property, that is, to the land and not personal characteristics or preferences of the landowner. When considering the variance for a building to encroach or intrude into a setback, the focus of this factor is whether there is anything physically unique about the particular piece of property, such as sloping topography or other natural features like wetlands or trees.

RELEVANT LINKS:

2011 Minn. Laws, ch. 19,
amending Minn. Stat. §
462.357, subd. 6.

*Krummenacher v. City of
Minnetonka*, 783 N.W.2d 721
(Minn. June 24, 2010).

Minn. Stat. § 462.357, subd.
6.
Minn. Stat. § 394.27, subd. 7.

See Section I, *What is a
variance*.

See Section IV-A, *Harmony
with other land use controls*.

3. Essential character

The third factor is that the variance, if granted, will not alter the essential character of the locality. Under this factor, consider whether the resulting structure will be out of scale, out of place, or otherwise inconsistent with the surrounding area. For example, when thinking about the variance for an encroachment into a setback, the focus is how the particular building will look closer to a lot line and if that fits in with the character of the area.

B. Undue hardship

“Undue hardship” was the name of the three-factor test prior to a May 2011 change of law. After a long and contentious session working to restore city variance authority, the final version of HF 52 supported by the League and allies was passed unanimously by the Legislature. On May 5, Gov. Dayton signed the new law. It was effective on May 6, the day following the governor’s approval. Presumably it applies to pending applications, as the general rule is that cities are to apply the law at the time of the decision, rather than at the time of application.

The 2011 law restores municipal variance authority in response to a Minnesota Supreme Court case, *Krummenacher v. City of Minnetonka*. It also provides consistent statutory language between city land use planning statutes and county variance authority, and clarifies that conditions may be imposed on granting of variances if those conditions are directly related to, and bear a rough proportionality to, the impact created by the variance.

In *Krummenacher*, the Minnesota Supreme Court narrowly interpreted the statutory definition of “undue hardship” and held that the “reasonable use” prong of the “undue hardship” test is not whether the proposed use is reasonable, but rather whether there is a reasonable use in the absence of the variance. The new law changes that factor back to the “reasonable manner” understanding that had been used by some lower courts prior to the *Krummenacher* ruling.

The 2011 law renamed the municipal variance standard from “undue hardship” to “practical difficulties,” but otherwise retained the familiar three-factor test of (1) reasonableness, (2) uniqueness, and (3) essential character. Also included is a sentence new to city variance authority that was already in the county statutes.

RELEVANT LINKS:

Issuance of Variances, LMC Model Ordinance.

Variance Application, LMC Model Form.

Adopting Findings of Fact, LMC Model Resolution.

Minn. Stat. § 462.357, subd. 6.

See LMC information memo, *Taking the Mystery out of Findings of Fact.*

Minn. Stat. § 462.357, subd. 6.

C. City ordinances

Some cities may have ordinance provisions that codified the old statutory language, or that have their own set of standards. For those cities, the question may be whether you have to first amend your zoning code before processing variances under the new standard. A credible argument can be made that the statutory language pre-empts inconsistent local ordinance provisions. Under a pre-emption theory, cities could apply the new law immediately without necessarily amending their ordinance first. In any regard, it would be best practice for cities to revisit their ordinance provisions and consider adopting language that mirrors the new statute.

The models linked at the left reflect the 2011 variance legislation. While they may contain provisions that could serve as models in drafting your own documents, your city attorney would need to review prior to council action to tailor to your city's needs. Your city may have different ordinance requirements that need to be accommodated.

IV. Other considerations

A. Harmony with other land use controls

The 2011 law also provides that: "Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the terms of the variance are consistent with the comprehensive plan." This is in addition to the three-factor practical difficulties test. So, a city evaluating a variance application should make findings as to:

- Is the variance in *harmony with* the purposes and intent of the ordinance?
- Is the variance *consistent with* the *comprehensive plan*?
- Does the proposal put property to use in a *reasonable manner*?
- Are there *unique circumstances* to the property not created by the landowner?
- Will the variance, if granted, alter the *essential character* of the locality?

B. Economic factors

Sometimes landowners insist that they deserve a variance because they have already incurred substantial costs or argue they will not receive expected revenue without the variance. State statute specifically notes that economic considerations alone cannot create practical difficulties. Rather, practical difficulties exist only when the three statutory factors are met.

RELEVANT LINKS:

Minn. Stat. § 462.357, subd.
6.

C. Neighborhood opinion

Neighborhood opinion alone is not a valid basis for granting or denying a variance request. While city officials may feel their decision should reflect the overall will of the residents, the task in considering a variance request is limited to evaluating how the variance application meets the statutory practical difficulties factors. Residents can often provide important facts that may help the city in addressing these factors, but unsubstantiated opinions and reactions to a request do not form a legitimate basis for a variance decision. If neighborhood opinion is a significant basis for the variance decision, the decision could be overturned by a court.

D. Conditions

A city may impose a condition when it grants a variance so long as the condition is directly related and bears a rough proportionality to the impact created by the variance. For instance, if a variance is granted to exceed an otherwise applicable height limit, any conditions attached should presumably relate to mitigating the effect of excess height.

V. Variance procedural issues

A. Public hearings

Minnesota statute does not clearly require a public hearing before a variance is granted or denied, but many practitioners and attorneys agree that the best practice is to hold public hearings on all variance requests. A public hearing allows the city to establish a record and elicit facts to help determine if the application meets the practical difficulties factors.

B. Past practices

While past practice may be instructive, it cannot replace the need for analysis of all three of the practical difficulties factors for each and every variance request. In evaluating a variance request, cities are not generally bound by decisions made for prior variance requests. If a city finds that it is issuing many variances to a particular zoning standard, the city should consider the possibility of amending the ordinance to change the standard.

RELEVANT LINKS:

Minn. Stat. § 15.99.

Minn. Stat. § 15.99, subd. 2.

See LMC information memo,
*Taking the Mystery out of
Findings of Fact.*

Minn. Stat. § 15.99, subd. 2.

Jed Burkett
LMCIT Land Use Attorney
jburkett@lmc.org
651.281.1247

C. Time limit

A written request for a variance is subject to Minnesota's 60-day rule and must be approved or denied within 60 days of the time it is submitted to the city. A city may extend the time period for an additional 60 days, but only if it does so in writing before expiration of the initial 60-day period. Under the 60-day rule, failure to approve or deny a request within the statutory time period is deemed an approval.

D. Documentation

Whatever the decision, a city should create a record that will support it. In the case of a variance denial, the 60-day rule requires that the reasons for the denial be put in writing. Even when the variance is approved, the city should consider a written statement explaining the decision. The written statement should explain the variance decision, address each of the three practical difficulties factors and list the relevant facts and conclusions as to each factor.

If a variance is denied, the 60-day rule requires a written statement of the reasons for denial be provided to the applicant within the statutory time period. While meeting minutes may document the reasons for denial, usually a separate written statement will need to be provided to the applicant in order to meet the statutory deadline. A separate written statement is advisable even for a variance approval, although meeting minutes could serve as adequate documentation, provided they include detail about the decision factors and not just a record indicating an approval motion passed.

VI. Variances once granted

A variance once issued is a property right that "runs with the land" so it attaches to and benefits the land and is not limited to a particular landowner. A variance is typically filed with the county recorder. Even if the property is sold to another person, the variance applies.

VII. Further assistance

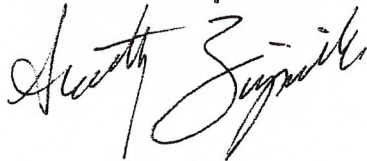
If you have questions about how your city should approach variances under this statute, you should discuss it with your city attorney. You may also contact League staff.

To Whom it May Concern:

I am looking at building a garage for my home located at 201 Broadway St. SE. This home currently does not have a garage on the property. I would like to build a 26ftx28ft two stall garage. The current city limit is a 24ftx24ft. I have included my building plans for this project. I would like to build this garage so I can fit two full size vehicles and a little work bench. At the current limit of 24x24 you cannot fit a full-size truck in and walk around all sides of the garage. I would like to extend the size of the garage by 2 feet on the on side and 4 feet on the other side. I feel like this garage will fit in with the neighborhood. There are several garages on my street with garages that are much larger than what I would like to build. If you would consider passing this variance I would love to have a garage on my property.

Sincerely,

Scott Zimprich

A handwritten signature in black ink, appearing to read "Scott Zimprich", written in a cursive style.

S 89°47'47" E
594.0 (36 RODS)

BROADWAY ST.

BACK OF CONC. CURB

CONC. SIDEWALK

N 89°47'47" W 105.60

I.M. INPL -
0.6 FT
W OF COR

GRESS-EGRESS EASEMENT

1 1/2 STORY
FRAME
DWELLING
24'
DECK

N 00°58'00" W 125.00

ROW OF 12" CEDAR TREES

SET IRON PIPE MON.
13.0 FT N OF CORNER

-16) ASH TREE AT
PROPERTY CORNER.

I.M. INPL
0.5 FT
W OF COR

1 INCH = 30 FEET
JULY 1, 2015

IS IRON PIPE MONUMENT SET
IS IRON PIPE MONUMENT IN PLACE

THE NORTH 125 FEET OF LOT 57, AUDITOR'S SUBDIVISION NO. 10,
ISANTO COUNTY, MINNESOTA

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE 100-105 FEET THEREOF.



Memo for Council Action

To: Mayor Johnson and Members of the City Council
From: City Administrator Josi Wood
Date: September 15, 2020
Subject: Resolution 2020-XXX Approving Metering Software and Hardware and Entering into an Agreement with Mueller

Background:

The City currently uses Metering Technologies to supply us with Badger meters and ReadCenter for meter reading software which was installed with an upgrade in 2012. Staff has recently been informed that the meters that we currently use are now obsolete (no longer being manufactured) as well as the software is outdated and will not be supported or serviced in the near future. Staff evaluated the pros and cons of keeping with the Badger meter products or changing vendors to Mueller which is a strong competitor for metering technology. The thorough review considered technology of the software, technology of the meter body and radio system, service, the infrastructure used to support the technology, longevity of the meters, longevity of a software upgrade, and most importantly cost to the city and their residents over a 10+ year period. The analysis by Staff was overwhelmingly in favor of switching to Mueller meters with the Winwater Company as the vendor.

The City will utilize both Badger and Mueller software for approximately 14 months until the Badger radios are replaced with Mueller radios. Staff will begin purchasing Mueller meters/ radios immediately for new homes and meter replacements. The cost of the Mueller full meters are less than the current Badger full meters.

Recommendation:

Staff has the following recommendations:

- Budget Amendment in Water (601) from Chemicals (221) to Meters (232) in the amount of \$8,000.01 to purchase Mueller software and hardware to read Mueller meters in drive-by mode.
- Continue to read our Badger meters in mobile drive-by mode until the end of 2021 when the software is unsupported and at that time meter radios will be replaced with Mueller.
- Include meter radio replacement for all meter (approx. 2500) in the Capital Improvement schedule for 2022 and in the rate study for 2020.
- Include meter infrastructure on the Capital Improvement schedule for 2022 for all meters to be read by a fixed network system to complete the meter upgrade.

Request:

Staff is requesting action on this item.

Attachments:

- Resolution 2020-XXX
- Mueller Proposal
- Agreement with Mueller

RESOLUTION 2020-XXX
APPROVING METERING SOFTWARE AND HARDWARE AND ENTERING INTO AN
AGREEMENT WITH MUELLER

WHEREAS, the current meters the City uses is no longer manufactured and the meter reading software will not be supported with Badger; and,

WHEREAS, Staff evaluated the pros and cons of keeping with the Badger meter products or changing vendors to Mueller. The following were evaluated: software, technology of the meter body and radio system, service, the infrastructure used to support the technology, longevity of the meters, longevity of a software upgrade and most importantly cost to the city and their residents over a 10+ year period; and,

WHEREAS, Staff has recommended that it is in the best interest of the City to change vendors to Winwater Company and install Mueller meter software and technology going forward; and,

WHEREAS, Staff will utilize both Badger and Mueller software/hardware until all meter radios are replaced with Mueller radios; and,

WHEREAS, the quote from Winwater for software/hardware is \$8,000.01 and the cost for a full meter is less than what the City is currently purchasing; and,

WHEREAS, a laptop/ equipment and Caselle billing account modifications will be necessary for the conversion in the amount not to exceed \$6,000.00; and,

WHEREAS, the cost for this upgrade is unbudgeted due to the short notice received; and,

WHEREAS, funds are available within Water (601) that will be reallocated through a budget amendment from Chemicals (221) to Meters (232) in the amount of \$11,000.01;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the following:

- Enter into an agreement with Mueller and authorize the City Administrator to sign necessary documentation.
- Purchase Mueller Software/Hardware and necessary equipment in the amount, not to exceed, \$8,000.01.
- Authorize Staff to purchase Mueller meters from Winwater Company.
- Authorize the Finance Director to amend the 2020 budget in Water (601) \$14,000.01.
- Authorize Staff to include meter upgrades for radios and fixed network infrastructure into the Capital Improvement schedule for 2022.

This Resolution is hereby approved by the Isanti City Council this 15th day of September, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk



102 E 22ND AVE/SOUTH HWY 15
PO BOX 350
MILBANK, SD 57252
PHONE (605) 432-4594
FAX (605) 432-5447

Quoted To Customer
City of IsantiUNT 110 1ST AVE NW ISANTI, MN 55040-7372
Phone (605) 432-4594 Fax

Job Name
Isanti - Mobile System, Meter, Radio, Horn (Quote)

Quote No.	Date	Page
0006164	9/11/20	1
Expiration Date		9/15/20
Revised Date		9/11/20
Bid Due Date		9/11/20

Quoted By
Todd Phillips phillips.winwater@gmail.com (612) 723-5497

Customer	Payment Terms	Quoted To	Salesperson	FOB
000300	NET 30	Todd Phillips	TODD PHILLIPS	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
2.0	1	(MOBILE COLLECTOR SYSTEM)			
		MI.NODE M MOBILE HARDWARE KIT	6453.3400	EA	6453.34
3.0	1	MUELLER AMR W/2 WAY W/ HH			
		EZREADER MOBILE SOFTWARE SUITE	586.6700	EA	586.67
		(AHRMOBILE-SW-SUITE)			
		SUBTOTAL			7040.01
6.0	24	(MUELLER MINODE-M RADIO) NICOR			
		MSW-NODE5-1P-05 MIU M 5'NIC	84.2300	EA	2021.52
		MI.NODE M			
		SUBTOTAL			2021.52
10.0	24	(MUELLER METER - SSM) NICOR			
		S0320SN 5/8X3/4 SSM METER USG	141.4300	EA	3394.32
		3/4 SHORT-ULTRASONIC 18"NICOR			
		SUBTOTAL			3394.32
13.0	24	(METER SETTER/HORN)			
		C-STYLE METER SETTER 5/8X3/4 -	98.4000	EA	2361.60
		1"MALE UNION X 1"SWT UNION			
		SUBTOTAL			2361.60

Tax Area Id	Net Sales	14,817.45
420510000	Freight	.00
	Tax	.00
	Quotation Total	14,817.45

MUELLER SYSTEMS MASTER AGREEMENT

THIS MASTER AGREEMENT (this “**Agreement**”) is entered into this 15th day of September 2020 between MUELLER SYSTEMS, LLC, a Delaware limited liability corporation having its principal offices at 10210 Statesville Blvd, Cleveland, North Carolina 27013 (referred to in this Agreement as “**Mueller Systems**” or “**Provider**”), and City of Isanti (referred to in this Agreement as “**Customer**”). This Agreement governs the sale by Provider and the purchase by Customer for its own use and not for resale of, as applicable, Equipment, Software, Documentation and other items related to advanced metrology infrastructure systems. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and terms and conditions of any other agreement or document, the terms and conditions of this Agreement shall govern and control and the conflicting or inconsistent terms and conditions are hereby rejected. In consideration of the mutual obligations set forth in this Agreement, Customer and Mueller Systems agree as follows:

1. DEFINITIONS.

a. “**Content**” means the information developed or legally acquired by Customer which may be used in connection with or accessed by any module of the Software.

b. “**Documentation**” means the user guides, reference manuals, and installation materials provided by Provider to Customer related to the Software and Equipment.

c. “**Equipment**” means the components, devices, products, equipment and related items provided by Provider identified in Appendix A.

d. “**Services**” means activities related to deployment and installation services, repair services, hosting services and technical support/maintenance services as provided by Mueller Systems and as identified in Appendix B.

e. “**Software**” means the object code versions of Mueller Systems’ software identified in Appendix A, together with all subsequent authorized updates, replacements, modifications or enhancements.

2. SOFTWARE

a. Software on Equipment License. For Equipment purchased by Customer from Mueller Systems, Mueller Systems hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, perpetual, irrevocable license to use and execute the Software embedded in the Equipment for its internal business purposes in connection with such Equipment (“Firmware”).

b. Online Software Access. Subject to the terms of this Agreement and the payment of the fees specified in Section 6a herein, Mueller Systems grants to Customer, for its internal business purposes and during the term of this agreement, a limited, non-exclusive, non-sublicensable, non-transferable right to access and use and make available to Customer’s utility users, as applicable, and/or employees the online, hosted Software specified herein.

c. Restrictions. Except as specifically and expressly permitted in writing by Mueller Systems, Customer shall not (i) violate any restriction set forth in this Agreement; (ii) modify, translate, de-compile, reverse compile, disassemble, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software; (iii) adapt the Software in any way for use to create a derivative work; or (iv) include or combine the Software in or with any other software.

d. Ownership. This Agreement does not grant to Customer any ownership interest in the Software or Documentation. Customer has a license to use the Software and Documentation as provided in this Agreement. Customer hereby agrees and acknowledges that Mueller Systems owns all right, title, and interest in the Software and Documentation, and Customer will not contest those rights or engage in any conduct contrary to those rights. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Software and Documentation made by or at the direction of Customer shall be owned solely and exclusively by Mueller Systems, as shall all patent rights, copyrights, trade secret rights, trademark rights and all other proprietary rights, worldwide.

e. Reservation. Mueller Systems reserves all rights not specifically granted under this Agreement.

3. **EQUIPMENT** In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Equipment identified in Appendix A.

4. **SERVICES** In consideration of the fees set forth in Appendix D of this Agreement, Mueller Systems will provide the Services identified in Appendix B.

5. **CONFIDENTIALITY** The Software, Equipment and Documentation, including any ideas, concepts, know-how and technology contained therein, shall be considered the proprietary and confidential information of Mueller Systems and, as such, shall be subject to the confidentiality provisions of this Agreement. If a separate, written non-disclosure agreement exists between Mueller Systems and Customer, such agreement will control and will apply according to its terms and conditions to all confidential information the parties exchange with each other. If no separate, written non-disclosure agreement exists between Mueller Systems and Customer, the terms listed in Appendix C will apply to the confidential information the parties exchange with each other.

6. **FEES AND PAYMENT**

a. Software Fees. Customer shall pay the Software fees set forth in Appendix D of this Agreement.

b. Equipment Fees. Customer shall pay the Equipment fees set forth in Appendix D of this Agreement. Title to the Equipment, except the Software and Documentation that are subject to licenses provided in this Agreement, passes from Mueller Systems to Customer when Mueller Systems ships the Equipment.

c. Service Fees. Customer shall pay the Service fees set forth in Appendix D of this Agreement.

d. Taxes. All prices and fees are in U.S. dollars unless otherwise specified. All amounts payable under this Agreement are exclusive of all sales, use, value-added, excise, property, withholding, and other taxes and duties. Customer will pay all taxes and duties assessed by any

authority in connection with this Agreement and with Customer's performance hereunder. Customer will promptly reimburse Mueller Systems for any and all taxes or duties that Mueller Systems may be required to pay in connection with this Agreement or its performance. This provision does not apply to taxes based on Mueller Systems' income, or any taxes for which Customer is exempt, provided Customer has furnished Mueller Systems with a valid tax exemption certificate.

e. Payment. Unless provided otherwise herein, Customer agrees to pay all amounts specified in Appendix D or otherwise due under this Agreement within thirty (30) days after the date of invoice. Past due amounts will shall bear interest from the due date until paid at a rate of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate permitted by law, whichever is less. All payments made under this Agreement shall be nonrefundable, except as specifically provided otherwise in this Agreement.

7. **TERM; TERMINATION**

a. Term. The term of this Agreement is one (1) year commencing upon the date of this Agreement. This Agreement will automatically renew for subsequent, successive one (1) year periods at the then-current Mueller Systems prices unless either party gives the other party written notice of its intent to not renew at least thirty (30) days prior to the expiration of the then current term. Mueller Systems may increase support fees at any time on thirty (30) days prior notice to Customer. Within such thirty (30) days, Customer may terminate the Agreement by providing written notice to Mueller Systems.

b. Termination for Breach. If either party breaches this Agreement, and such breach is not cured within ten (10) days of the breach, after receiving written notice, the non-breaching party may terminate this Agreement, including all licenses provided herein, effective upon written notice to the other party. The breaching party agrees that if it breaches this Agreement, the non-breaching party will be entitled to injunctive or similar equitable relief and that the breaching party will not argue in any proceeding that its breach will not cause irreparable harm to the non-breaching party or that the non-breaching party can be adequately compensated for any such harm by any remedies other than by injunctive relief.

c. Effect of Termination. Termination of this Agreement shall have the effect designated in Appendix B.

d. Non-Exclusive Remedy. Termination of this Agreement or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

e. Survival. Unless otherwise stated herein, any provision that, by its nature or terms, is intended to survive the expiration or termination of this Agreement, will survive.

8. LIMITED WARRANTIES; REMEDIES

a. Software. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants that commencing from the date of shipment or provision to Customer and continuing for the period set forth in Appendix A (the "**Warranty Period**"), (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software will perform substantially in conformance with the applicable Documentation provided to Customer by Mueller Systems. Mueller Systems does not warrant that the Software will operate in combinations with other software, except as specified in the Documentation, that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free. Customer assumes responsibility for taking adequate precautions against damages which could be caused by defects, interruptions or malfunctions in the Software or the hardware on which it is installed. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Software warranties set forth above shall be, at Mueller Systems' option, to either (x) repair or replace any Software containing an error or condition which is reported by Customer in writing to Mueller Systems which causes the Software not to conform with the warranty set forth herein; or (y) refund a pro-rated amount paid by Customer to Mueller Systems and terminate this Agreement and all licenses provided herein.

b. Services. Mueller Systems warrants that all services provided by it to Customer under this Agreement shall be performed in a workmanlike manner. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the

Service warranties set forth above shall be the re-performance of the applicable non-conforming Service.

c. Equipment. Subject to the exclusions herein, including those in Appendix A, Mueller Systems warrants to Customer that the Equipment will comply with provided specifications for the periods specified in Appendix A. Claims under this Section will be considered if submitted to Mueller Systems within sixty (60) days following the discovery of any noncompliant Equipment covered by this Agreement and provided Mueller Systems or its agents are permitted a commercially reasonable opportunity to examine and analyze the Equipment claimed to be noncompliant. Mueller Systems' entire obligation and Customer's exclusive remedy with respect to the Equipment warranties set forth herein, at Mueller Systems' option, is repair or replacement of any Equipment found noncompliant, subject to the terms and conditions herein, during the applicable warranty period after such Equipment is properly packaged and returned prepaid to Mueller Systems' designated service center.

d. Costs. Any and all costs associated with uninstalling and shipping noncompliant Equipment and Software and installing replacement Equipment and Software will be the responsibility of Customer.

e. Exclusions. The warranties provided by Mueller Systems shall not apply to Equipment and/or Software which: (i) have been altered, except with the express written consent, permission or instruction of Mueller Systems, (ii) have been used in conjunction with another product resulting in the defect, except for those third party products specifically approved by Mueller Systems, (iii) were other than the most current version of the Software (but only to the extent that any failure of the Software would have been avoided by the use of the most current version), (iv) have been damaged by improper environment, abuse, misuse, accident, negligence, act of God, excessive operating conditions, or unauthorized attachments or modifications, (v) have not been properly installed and operated in accordance with the Documentation, or as otherwise instructed by Mueller Systems, or (vi) any other exclusion set forth in any Appendix hereto.

f. DISCLAIMERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE

WARRANTIES AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTIES OR REMEDIES EXPRESS, IMPLIED OR STATUTORY, APPLY TO THE DOCUMENTATION, THE SOFTWARE, THE EQUIPMENT OR ANY SERVICES TO BE PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR PERFORMANCE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH MUELLER SYSTEMS EXPRESSLY DISCLAIMS.

9. **INDEMNIFICATION.** Mueller Systems will indemnify and defend Customer from any third party claim that the Software and Equipment infringe on another person's or company's patent, copyright or other intellectual property right as specified in this Section. This indemnity does not cover and specifically excludes (a) intellectual property rights recognized in countries and jurisdictions other than the United States, and (b) claims relating to infringement of intellectual property rights by a third party's products and software. Mueller Systems has no obligation under this Section for any claim to the extent it results from or arises out of Customer's modification of the Equipment or Software or from any combination, operation or use of the Software or Equipment with other third party products or services. Mueller Systems' duty to indemnify under this Section is contingent upon Mueller Systems receiving prompt notice of a claim and Mueller Systems' right to solely control resolution of a claim. Customer's sole remedy for an indemnified claim under this Section is as follows: Mueller Systems will, at its expense and in its discretion either (a) resolve the claim in a way that permits Customer's continued ownership and use of the affected Software and Equipment, (b) provide a comparable, non-infringing replacement at no cost to Customer, or (c) accept return of the Software and Equipment, provide a reasonable depreciated refund and terminate this Agreement and all licenses herein. This Section is the exclusive statement of Mueller Systems' liability and responsibility for indemnifying Customer for infringement of intellectual property rights

10. **LIMITATION OF LIABILITY.**

a. MUELLER SYSTEMS' MAXIMUM LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE TOTAL AMOUNT PAID FOR THE SOFTWARE, SERVICES, AND EQUIPMENT IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS AND WILL UNDER NO CIRCUMSTANCE EXCEED THE AMOUNT PAID BY CUSTOMER IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS FOR THE SOFTWARE, SERVICES AND EQUIPMENT PROVIDED BY MUELLER SYSTEMS UNDER THIS AGREEMENT. Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation may not apply.

b. The provisions of this Agreement allocate the risks between Customer and Mueller Systems. Mueller Systems' pricing reflects this allocation of risk and the limitations of liability specified herein.

11. **NOTICE.** All notices required to be given hereunder shall be in writing. Notice shall be considered delivered and effective upon receipt when sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above. Either party, upon written notice, may change any name or address to which future notice shall be sent.

12. **GENERAL.** The Software will not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction. The rights and obligations of this Agreement are personal rights granted to the Customer only. The Customer may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Any such purported transfer or assignment shall be null and void. Mueller Systems will be free of liability to the Customer where Mueller Systems is prevented from executing its obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable. Any modification or amendment to any of the provisions of this Agreement will be in writing and signed by an authorized officer of each party. This Agreement does not create or imply any relationship in agency or partnership between the parties. Headings are inserted for the

convenience of the parties only and are not to be considered when interpreting this Agreement. The validity of this Agreement and the rights, obligations, and relationship of the parties resulting from same will be interpreted and determined in accordance with the law of the State of Delaware, and applicable federal law, without regard to its choice of law provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is contrary to and in violation of any applicable law, such provision will be considered null and void to the extent that it is contrary to such law, but all other provisions will remain in effect. The waiver or failure of either party to exercise any right herein shall not be deemed a waiver of any further right hereunder. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, and commitments between the parties regarding the subject matter of this Agreement.

[Signatures Appear on the Following Page]

EACH PARTY ACKNOWLEDGES THAT IT
HAS READ THIS AGREEMENT,
UNDERSTANDS IT, AND AGREES TO BE
BOUND BY ITS TERMS AND CONDITIONS.

Mueller Systems

By: _____

Name (Print or Type)

Title

Customer

By: Josi Wood

Josi Wood

Name (Print or Type)

City Administrator - City of Isanti

Title

Appendix A

Mueller Systems – Product Warranty Statement

1. **Limited Warranty.** Mueller Systems, LLC (“Mueller”) warrants that, for the duration of the Warranty Period (defined below): (a) each product purchased from Mueller (“Product”) will be free from defects in materials and workmanship under normal use, installation and service conditions; (b) the media on which any Software is furnished will be free of defects in materials and workmanship under normal use; and (c) any such Software will substantially conform to the applicable published Mueller functional specifications for such Software. Products will have a warranty period of the greater of (i) one (1) year from date of shipment or (ii) the applicable warranty period for a specific Product stated below in Section 6 (“Warranty Period”).

2. **Exclusive Remedy.** Mueller will, at its option, either repair or replace with an equivalent substitute a Product that is in breach of the foregoing warranty during the Warranty Period if Purchaser reports the breach to Mueller within sixty (60) days after Purchaser discovers the breach. At Mueller’s request, Purchaser will ship the allegedly defective Product to a repair facility designated by Mueller at Purchaser’s expense and risk. If Mueller, in its sole discretion, determines that the Product breached the applicable warranty, Mueller will ship the repaired or replaced Product to Purchaser at Mueller’s expense and risk. If Mueller determines that it is unable to repair or replace such Product, it will, at Mueller’s sole discretion provide a cash or credit refund to Purchaser. If Mueller repairs or replaces any such defective Product, the Warranty Period for the repaired or replaced Product will continue for the longer of (y) thirty (30) days, or (z) the remainder of the original Warranty Period. Mueller’s warranty is subject to exclusions, as set forth in Section 3. This Section 2 sets forth Mueller’s entire liability, and the Purchaser’s exclusive remedy, for any alleged breach of warranty for any Products.

3. **Exclusions.** Mueller has no obligation under this Product Warranty Statement if (a) a Product has been subject to misuse, neglect or accident or has been damaged through abuse, alteration, installation or application inconsistent with AWWA guidelines or Mueller specifications, including but not limited to Mueller propagation studies, failure to follow Mueller’s operation or maintenance instructions or negligence in transportation, handling, or storage, or repaired by anyone other than Mueller or its authorized personnel, (b) with respect to software, there has been a change to the software’s operating environment not made or authorized by Mueller or if Purchaser fails to install any correction or enhancement provided by Mueller, or if a virus is introduced through no fault of Mueller, or (c) if any Product fails to satisfy the applicable warranty as a result of any force majeure event. Mueller’s Product Return process can be found at www.muellersystemsreturns.com.

4. **Important Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, MUELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD.

5. **Limitation on Liability.** Mueller has no liability with respect to damage or destruction of property or the personal injury or death of persons resulting from defects in Products or from improper installation, use, maintenance or operation of any Products. In all cases, Mueller’s liability shall not exceed the total amount paid by Purchaser to Mueller under this Order.

6. **Product Warranties.** The following provisions in this Section 6 modify the limited warranty in Section 1 with respect to the specific Products identified below:

Automated Meter Reading (AMR) / Advanced Metering Infrastructure (AMI) Products		
Product	Description	Warranty Period
AMR / AMI Software	These items of Software will perform in accordance with Mueller's published specifications for the duration of the Warranty Period.	One (1) year from date of shipment to Purchaser.
AMR / AMI Hardware – unless otherwise expressly specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
AMR / AMI Radio Modules – AMI water module endpoints and AMR water module endpoints	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Encoder Register Products, Wall Pads and Pit Pads.	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units.
Water Metering Products		
Product	Description	Warranty Period
All Meter Products not otherwise specified herein	During the Warranty Period, these Products will be free from defects in materials and workmanship.	One (1) year from date of shipment to Purchaser.
Remote Disconnect Meters (RDM) valve and solenoid assembly	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Five (5) year warranty or two-thousand (2,000) actuations of the valve, whichever comes first, from the date of shipment to Purchaser.
Bronze Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Twenty-Five (25) years from date of shipment to Purchaser.
Composite Maincases	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Fifteen (15) years from date of shipment to Purchaser.
Standard registers for the above listed mechanical meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Ten (10) years from date of shipment to Purchaser.

Models 400 and 500 Series Meters	AWWA ¹ New Meter Accuracy	5/8" – Five (5) years from the date of shipment to Purchaser or the registration of 500,000 U.S. gallons, whichever comes first; 3/4" – Five (5) years from the date of shipment to Purchaser or the registration of 750,000 U.S. gallons, whichever comes first; 1" – Five (5) years from the date of shipment to Purchaser or the registration of 1,000,000 U.S. gallons, whichever comes first; 1-1/2" – Two (2) years from the date of shipment to Purchaser or the registration of 1,600,000 U.S. gallons, whichever comes first; 2" – Two (2) years from the date of shipment to Purchaser or the registration of 2,700,000 U.S. gallons, whichever comes first.
	AWWA Repaired Meter Accuracy (AWWA M6 Manual)	5/8" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 1,500,000 U.S. gallons, whichever comes first; 3/4" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 2,250,000 U.S. gallons, whichever comes first; 1" – Fifteen (15) years from the date of shipment to Purchaser or the registration of 3,000,000 U.S. gallons, whichever comes first; 1-1/2" – Ten (10) years from the date of shipment to Purchaser or the registration of 5,000,000 U.S. gallons, whichever comes first; 2" – Ten (10) years from the date of shipment to Purchaser or the registration of 8,000,000 U.S. gallons, whichever comes first.
Model HbMAG electromagnetic cold-water meters	During the Warranty Period, these Products will be free from defects in materials and workmanship.	Two (2) years from date of shipment to Purchaser.
Solid State Meters	During the Warranty Period (ten (10) years from date of shipment to Purchaser) these Products will meet or exceed accuracy of +/- 1.5% between the specified minimum flow rate to the specified maximum. Additionally, the unit is covered by a prorated warranty for years eleven (11) through fifteen (15) at a fifty-percent (50%) discount, and years sixteen (16) through twenty (20) at a twenty-five-percent (25%) discount from the date of shipment to Purchaser. All discounts will be calculated on the then current published price of the original product. All prorated warranty discounts are to be used towards the purchase of replacement units for the following sizes: 5/8" Meter 0.1 gpm to 20 gpm 5/8" x ¾", ¾" Short, and ¾" Long Meter 0.1 to 30 gpm 1" Meter 0.4 to 55 gpm 1 ½" Meter 0.25 to 100 gpm 2" Meter 1.5 to 160 gpm	

Appendix B

Services

1. Software Services and Support Obligations

¹ American Water Works Association ("AWWA")

a. "Update" to the Software means a subsequent release of the Software that Provider makes generally available to its current customers for the Software. Updates include changes and corrections to the Software as are required to keep the Software in substantial conformance with the applicable Documentation and that are created by Provider as corrections for defects in the Software. Updates shall not include any release, option or future product that Provider licenses separately. Provider shall in its sole discretion determine the nature, content, timing and release of any Updates.

b. Web-based support, consisting of information on the most current release of the Software through Provider's web site.

c. Phone support in the form of advice and counsel via telephone regarding Customer's use of the most current release of the Software, as well as Customer's connectivity and ability to access Content. Phone Support is provided from 8:00 AM to 7:00 PM Eastern Time, Monday through Thursday and 8:00 AM to 5:00 PM Eastern Time on Fridays. All hours and days exclude recognized U.S. holidays observed by Mueller Systems.

2. Software Hosting Services

a. Except as specifically permitted in this Agreement, Customer shall have web-based access the Software hosted by Provider pursuant to this Agreement.

b. Provider shall provide Customer with access and related hosting services to the Software installed on Provider's servers. Provider will also install the Content provided by Customer. Provider will define the appropriate performance specifications and will host the server at a Provider's location. Provider will monitor and perform routine maintenance on the server, and if the server is not operating properly, will make a good faith effort to operate Customer's system on a backup server, if available. Access to Customer's server is restricted to authorized Provider information technology and support personnel only. Differential and full server backups are performed when reasonably practicable.

c. Customer shall be responsible for installing, operating and maintaining the equipment, software, and/or facilities at Customer location recommended by Provider for effective access to and use of the Software installed on Mueller Systems server. Customer shall be responsible for providing and maintaining its own Internet access and all necessary telecommunications equipment at Customer's location necessary for accessing the Software.

d. Upon termination, for any reason, of the Agreement or any license(s) granted herein, Provider shall immediately cease providing access to the Software and Hosting Services. Customer shall (i) immediately stop access and use of all such Provider confidential information (including Software); (ii) shall return all copies of the Software, Documentation, and any Provider confidential information to Provider; and (iii) delete all Software, Documentation, and other confidential information off of any and all storage media possessed or controlled by Customer. Customer shall provide Provider with written certification signed by an officer of Customer that Customer has complied with the provisions of this Section. Customer shall immediately pay all amounts due to Provider.

Appendix C

Confidential Information

For purposes of this Attachment, “party” or “parties” shall mean Provider and Customer, including their respective subsidiaries and affiliates who are providing information under this Agreement. The parties agree to maintain confidential information as follows:

1. **Definition of Confidential Information.** The parties understand and agree that confidential information is any and all current and future Equipment, Documentation and/or Software information, roadmap, technical or financial information, customer names, addresses and related data, contracts, practices, procedures and other business information, including software reports, strategies, plans, documents, drawings, machines, tools, models, patent disclosures, samples, materials and requests for proposals that may be disclosed between the parties, whether written, oral, electronic or otherwise, however and wherever acquired (“Confidential Information”). Confidential Information excludes any information which would otherwise fall in the definitions above, but which was (a) known to the recipient of the information (“Recipient”) before receipt from the disclosing party; (b) publicly available through no fault of Recipient; (c) rightly received by Recipient from a third party without a duty of confidentiality; (d) disclosed by disclosing party to a third party without a duty of confidentiality on the third party; (e) independently developed by Recipient without breach of this or any other confidentiality agreement; or (f) disclosed by Recipient after prior written approval from the disclosing party.
2. **Obligations of Confidentiality and Remedies.** Recipient agrees to protect the disclosing party’s Confidential Information with the same degree of care, but no less than a reasonable degree of care, as Recipient uses with respect to its own Confidential Information. Neither party has any obligation to exchange Confidential Information. Both parties acknowledge and agree that the disclosure of the other party’s Confidential Information could cause irreparable harm. Therefore, an injured party is entitled to applicable equitable relief, including injunctions, in addition to other remedies, for such wrongful disclosure of Confidential Information. In addition, disclosure of Confidential Information required by a government body or court of law is not a violation of this Section if the Recipient gives prompt notice of the required disclosure to the disclosing party.
3. **Term of Confidentiality Obligations.** Recipient’s duty to protect Confidential Information expires three (3) years from the date of disclosure of the particular Confidential Information.
4. **No Warranties on Confidential Information.** Neither party warrants or guarantees the accuracy of any Confidential Information transferred between the parties.

Appendix D

FEES

Mobile AMR System

Annual Software Maintenance & Support for AMR System						
Number of Metering End Points	2,501 – 10,000					
Route Management Software <i>(EZ Reader Software Suite)</i>	\$1932					

City of Isanti

Check Register - Mayor/Council Approval
Check Issue Dates: 9/2/2020 - 9/2/2020Page: 1
Sep 02, 2020 09:47AM

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/20	09/02/2020	54272	1503	7-UP BOTTLING	609-20200	214.00
09/20	09/02/2020	54273	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	1,945.00
09/20	09/02/2020	54274	1858	ASTLEFORD INTERNATIONAL	101-20200	312.97
09/20	09/02/2020	54275	9	BERNICKS PEPSI-COLA	609-20200	1,753.97
09/20	09/02/2020	54276	1387	BJORKLUND COMPANIES	920-20200	122.50
09/20	09/02/2020	54277	2319	BREAKTHRU BEVERAGE	609-20200	6,229.73
09/20	09/02/2020	54278	2814	BROWN, BRANDON	603-20200	165.74
09/20	09/02/2020	54279	2221	C & L DISTRIBUTING	609-20200	467.20
09/20	09/02/2020	54280	1474	CDW GOVERNMENT INC	101-20200	1,564.65
09/20	09/02/2020	54281	918	CRYSTAL SPRINGS ICE	609-20200	365.56
09/20	09/02/2020	54282	8	DAHLHEIMER DISTRIBUTING CO	609-20200	25,760.30
09/20	09/02/2020	54283	1708	DAVE LILLEBOE	226-20200	160.00
09/20	09/02/2020	54284	2720	DEFIANT DISTRIBUTORS	609-20200	341.46
09/20	09/02/2020	54285	912	FASTENAL COMPANY	101-20200	232.03
09/20	09/02/2020	54286	1682	FERGUSON WATERWORKS	601-20200	224.10
09/20	09/02/2020	54287	2830	GDO Law	101-20200	4,083.33
09/20	09/02/2020	54288	739	HACH COMPANY	601-20200	458.79
09/20	09/02/2020	54289	160	HAWKINS INC	602-20200	3,937.10
09/20	09/02/2020	54290	160	HAWKINS INC	602-20200	13,876.36
09/20	09/02/2020	54291	114	ISANTI COUNTY RECORDER	505-20200	92.00
09/20	09/02/2020	54292	162	ISANTI RENTAL INC	101-20200	37.95
09/20	09/02/2020	54293	7	JOHNSON BROTHERS LIQUOR CO	609-20200	9,402.29
09/20	09/02/2020	54294	5	KAWALEK TRUCKING	609-20200	289.80
09/20	09/02/2020	54295	1338	KNIFE RIVER	101-20200	3,565.48
09/20	09/02/2020	54296	1331	MAGER, JIM	101-20200	103.84
09/20	09/02/2020	54297	2828	MCCARTY, JOHN	101-20200	427.53
09/20	09/02/2020	54298	17	MCDONALD DISTRIBUTING CO	609-20200	14,719.35
09/20	09/02/2020	54299	616	MENARDS - CAMBRIDGE	602-20200	272.32
09/20	09/02/2020	54300	2080	MVTL LABORATORIES INC	602-20200	43.20
09/20	09/02/2020	54301	44	PHILLIPS WINE & SPIRITS INC	609-20200	2,016.79
09/20	09/02/2020	54302	2827	RATWIK, ROSZAK & MALONEY, P.A.	101-20200	5,686.23
09/20	09/02/2020	54303	2396	SOUTHERN GLAZERS OF MN	609-20200	5,704.92
09/20	09/02/2020	54304	2156	SUMMIT COMPANIES	101-20200	16.00
09/20	09/02/2020	54305	1290	THE AMBLE GROUP	101-20200	303.40
09/20	09/02/2020	54306	686	VERIZON WIRELESS	609-20200	1,238.93
09/20	09/02/2020	54307	42	VIKING COCA-COLA BOTTLING CO	609-20200	150.85
09/20	09/02/2020	54308	4	WATSON CO INC	609-20200	2,238.59
09/20	09/02/2020	54309	2475	WHITE BEAR IT SOLUTIONS, LLC	101-20200	120.00
09/20	09/02/2020	54310	780	WINE MERCHANTS	609-20200	204.00

Grand Totals:

108,848.26

City of Isanti

Check Register - Mayor/Council Approval

Page: 1

Check Issue Dates: 9/8/2020 - 9/8/2020

Sep 08, 2020 02:08PM

Report Criteria:

Report type: Summary

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09/20	09/08/2020	54317	281	MINNCO CREDIT UNION	101-20200	228.93
Grand Totals:						228.93

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
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09/20	09/09/2020	54319	1898	ABSOLUTE PORTABLE RESTROOMS	101-20200	90.00
09/20	09/09/2020	54320	1231	ACE SOLID WASTE INC	101-20200	2,134.54
09/20	09/09/2020	54321	953	ALL AMERICAN TITLE CO,INC.	601-20200	17.84
09/20	09/09/2020	54322	2504	ANCONA TITLE & ESCROW	601-20200	17.69
09/20	09/09/2020	54323	53	BELLBOY CORPORATION	609-20200	4,380.91
09/20	09/09/2020	54324	9	BERNICKS PEPSI-COLA	609-20200	1,315.49
09/20	09/09/2020	54325	602	BURNET TITLE	601-20200	7.64
09/20	09/09/2020	54326	2487	CAPITOL BEVERAGE SALES	609-20200	400.50
09/20	09/09/2020	54327	851	CASH	603-20200	211.75
09/20	09/09/2020	54328	1629	CITY OF ISANTI	101-20200	15,498.22
09/20	09/09/2020	54329	918	CRYSTAL SPRINGS ICE	609-20200	98.28
09/20	09/09/2020	54330	8	DAHLHEIMER DISTRIBUTING CO	609-20200	2,452.95
09/20	09/09/2020	54331	1708	DAVE LILLEBOE	101-20200	915.00
09/20	09/09/2020	54332	2946	ESTATE OF WILLIAM DUKOWITZ	601-20200	45.00
09/20	09/09/2020	54333	2852	FIDELITY SECURITY LIFE INSURANCE CO	861-20200	120.85
09/20	09/09/2020	54334	2945	FRANZ REPROGRAPHICS, INC	603-20200	55.10
09/20	09/09/2020	54335	134	GOPHER STATE ONE-CALL INC	601-20200	135.00
09/20	09/09/2020	54336	2209	INNOVATIVE OFFICE SOLUTIONS, INC	101-20200	103.24
09/20	09/09/2020	54337	2209	INNOVATIVE OFFICE SOLUTIONS, INC	108-20200	19.80
09/20	09/09/2020	54338	270	ISANTI READY-MIX INC	101-20200	760.00
09/20	09/09/2020	54339	5	KAWALEK TRUCKING	609-20200	207.00
09/20	09/09/2020	54340	2947	MAUS, PETER & CARLA	601-20200	38.48
09/20	09/09/2020	54341	2948	MCCARTHY, JAIME & CATHERINE	601-20200	60.00
09/20	09/09/2020	54342	17	MCDONALD DISTRIBUTING CO	609-20200	25,637.87
09/20	09/09/2020	54343	2597	MNSPECT, LLC.	101-20200	47,811.35
09/20	09/09/2020	54344	2080	MVTL LABORATORIES INC	602-20200	130.96
09/20	09/09/2020	54345	2949	NEBEL, KEVIN & ROXANNE	601-20200	131.86
09/20	09/09/2020	54346	2950	NELSON, JOSEPH & SONIA	601-20200	82.31
09/20	09/09/2020	54347	2951	PAXMAR PROPERTY LLC	601-20200	11.39
09/20	09/09/2020	54348	44	PHILLIPS WINE & SPIRITS INC	609-20200	3,903.65
09/20	09/09/2020	54349	12	POSTMASTER	603-20200	120.00
09/20	09/09/2020	54350	1720	PREMIER TITLE INSURANCE	601-20200	51.67
09/20	09/09/2020	54351	2625	RESULTS TITLE	601-20200	159.82
09/20	09/09/2020	54352	1113	RJM DISTRIBUTING INC	609-20200	19.00
09/20	09/09/2020	54353	2952	TEEL, TOMMY & CARRISA	601-20200	7.54
09/20	09/09/2020	54354	2076	TITLE SPECIALIST INC	601-20200	21.73
09/20	09/09/2020	54355	42	VIKING COCA-COLA BOTTLING CO	609-20200	261.95
09/20	09/09/2020	54356	1286	VINOCOPIA INC	609-20200	248.50
09/20	09/09/2020	54357	4	WATSON CO INC	609-20200	1,924.63
09/20	09/09/2020	54358	2475	WHITE BEAR IT SOLUTIONS, LLC	101-20200	2,902.00
09/20	09/09/2020	54359	780	WINE MERCHANTS	609-20200	104.00

Grand Totals:

113,575.51

City of Isanti

Gross Payroll	90,360.21
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Social Security & Medicare	5,160.54
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Public Employees Retirement	8,769.85
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Total City Expense	<u>104,290.60</u>
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Pay Date	9/4/2020
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Pay Period	18 (8/16-8/29/20)
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RESOLUTION 2020-XXX

L.2.

**REGARDING MAINTENANCE OF
PART-TIME PEACE OFFICER ROSTER**

WHEREAS, the City of Isanti maintains a roster of Part-Time Peace Officers (Part-Time Peace Officer Roster”); and,

WHEREAS, the Part-time Peace Officers on the Part-Time Peace Officer Roster provide services to the Isanti Police Department on an as-needed, part-time basis; and,

WHEREAS, due to increased full-time staffing within the Isanti Police Department, the need for Part-Time Peace Officers within the City of Isanti has been substantially reduced; and,

WHEREAS, there are clerical burdens associated with retaining Part-time Peace Officers on the Part-Time Peace Officer roster, even if Part-Time Peace Officers are not requested to provide services or are unable to provide services when requested to do so;

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

1. Effective immediately, Human Resources is hereby directed to remove all individuals on the Part-Time Peace Officer Roster who are not members of a collective bargaining unit within the City and who have worked less than forty (40) hours for the City of Isanti within the six-month period prior to the date of this Resolution.
2. Moving forward, Human Resources shall remove any individual on the Part-Time Peace Officer Roster who is not a member of a collective bargaining unit within the City, who has worked less than forty (40) hours for the City of Isanti within a six-month period.
3. Human Resources is directed to forward an executed copy of this resolution to all individuals currently on the Part-Time Peace Officer Roster and to place a copy of the same in their personnel file.

This Resolution is hereby approved by the Isanti City Council this 15th day of September 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

RESOLUTION 2020-XXX
APPROVING AMENDMENT TO THE 2020 BUDGET

L.3.

WHEREAS, on December 3, 2019 the City Council approved the City of Isanti 2020 Budget; and,

WHEREAS, the budget for 2020 has allocated funds for codification 101-41500-112; and,

WHEREAS, the cost for codification is \$4,000.00 more than what is budgeted due to the increase of revised Ordinances for City Code and services; and,

WHEREAS, the Isanti City Council authorizes a \$4,000 reduction in Training and Instruction (101-41500-208) and an increase in Contracted Services (101-41500-112) of \$4,000.00;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota to authorize the Finance Director to amend the 2020 budget.

This Resolution is hereby approved by the Isanti City Council this 15th day of September 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

RESOLUTION 2020-XXX

**AUTHORIZATION TO PURCHASE ITEMS WITH WELLNESS FUNDS
FROM THE APPROVED BUDGET**

WHEREAS, City Council has approved a fund for an employee Wellness Program which includes preventative health programs and employee recognition for participation according to Minn. Statute §15.46; and,

WHEREAS, the City Council determined it was in the best interest for the employees to have options for wellness incentives to improve health and reduce stress and/or absenteeism and to promote a positive work environment; and,

WHEREAS, spouses and third parties are not allowed to attend or participate in wellness events and alcohol is not a prohibited expenditure; and,

WHEREAS, the policy has been created to authorize expenditures for food, exercise equipment, team building activities and prizes from challenges to promote healthy activities not to exceed the amount budgeted on an annual basis;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the City of Isanti Wellness Program policy is, as outlined above, per this Resolution is hereby approved.

This Resolution is hereby approved by the Isanti City Council this 15th day of September 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

RESOLUTION 2020-XXX

L.5.

**ACCEPTING PART-TIME LIQUOR STORE CLERK LETTER OF
RESIGNATION FOR BRIAN WILLIAMS**

WHEREAS, Part-time Liquor Store Clerk, Brian Williams has notified Assistant Liquor Store Manager, Keith Lusk of his resignation on August 28th, 2020; and,

WHEREAS, the effective date of this resignation is August 28th, 2020; and,

WHEREAS, Brian Williams is not leaving employment in good standing as he did not fulfil a 2-week notice per current Personnel Policy,

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

1. That the resignation of Brian Williams is hereby accepted effective August 28th, 2020.
2. That Human Resources/City Clerk and Liquor Store Manager are hereby directed to fill the position.

This Resolution is hereby approved by the Isanti City Council this 15st day of September 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

RESOLUTION 2020-XXX

**OFFERING THE POSITION OF BUILDING OFFICIAL TO
CHRISTOPHER CHANDLER**

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

WHEREAS, the City Council approved to advertise and accept applications to fill a full-time, exempt, Building Official position with full benefits; and,

WHEREAS, Christopher Chandler is selected as the most qualified candidate for the open Building Official position; and,

WHEREAS, the candidate's offer is contingent on successfully passing a background investigation and reference check;

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

1. That Human Resources has offered the Building Official position to Christopher Chandler and that he is eligible to start in that position on or after September 16th, 2020.
2. That Christopher Chandler must successfully pass a background and reference check as required as a condition of the offer before starting.
3. That Christopher Chandler shall start at Step 4 of the wage scale at \$63,634.14 annually (\$30.59 per hour).
4. That Human Resources is directed to complete all required documentation for the completion of employment offer and place a copy of this resolution in the employee's personnel file for future reference.

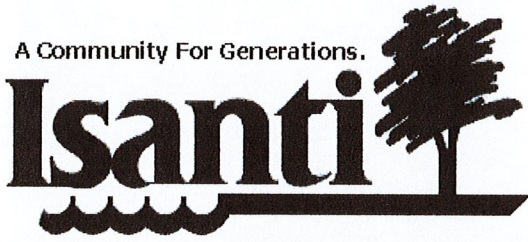
This Resolution is hereby approved by the Isanti City Council this 15th day of September, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

A Community For Generations.



MEMO for City Council

To: Mayor Johnson and Members of the City Council
From: Josi Wood, City Administrator
Date: September 15, 2020
Subject: Resolution 2020-XXX Entering into an Agreement with Nextera for Hosted Voice/
Phone Services for City Hall
Resolution 2020-XXX Approving Proposals for Automated Laserfiche Services

The current phone system at City Hall is lacking in technology to allow for remote capabilities, direct dial, and ability to receive message while out of the office. It is also no longer supported by a service provider. Staff received six quotations from vendors and the best fit for City Hall and the City is to choose Nextera for service.

The City of Isanti does not have an automated process for Accounts Payable, AP Workflow and Invoice capture and processing. Due to the circumstances with COVID-19 it is in the best interest of the City and safety of Staff to limit paper processing and touch points of multiple staff to process the necessary tasks using automation with Laserfiche software.

The expenses will be funded through Coronavirus Relief Funds to assist in dealing with the ongoing negative impacts of COVID-19.

Recommendation:

Staff is recommending to enter into an agreement with Nextera for phone services and Minokaw for Laserfiche automation services.

Attachments:

- Resolution 2020-XXX Entering into an Agreement with Nextera for Hosted Voice/Phone Services for City Hall
- Resolution 2020-XXX Approving Proposals for Automated Laserfiche Services
- Nextera Agreement
- Minokaw Proposal

RESOLUTION 2020-XXX

AUTHORIZING TO ENTER INTO AN AGREEMENT WITH NEXTERA FOR HOSTED VOICE / PHONE SERVICES FOR CITY HALL

WHEREAS, phones were installed in City Hall in 2013 and the technology is outdated with limited capabilities such as multiple phones lines, ability to get calls to staff with a direct number, allow for audio conferencing and to handle public services that enable and promote remote capabilities due to COVID-19; and,

WHEREAS, the new phone system would be VOIP through internet data therefore phone lines will no longer be needed; and,

WHEREAS, Staff evaluated six individual vendor quotes that were received for hosted voice services for City Hall; and,

WHEREAS, the lowest ongoing monthly quote was provided by Nextera with an approximate monthly cost of \$174.87 which is less than what the City currently pays for phone services;

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

1. Approve use of Coronavirus Relief Funds for the upfront and equipment purchase in the amount of \$5,112.50.
2. The City Administrator is hereby authorized to enter into an agreement with Nextera for the provision of hosted voice / phone services for the City of Isanti for a three (3) year period; referenced as Exhibit A.
3. Authorize Staff to terminate the City's agreement for phone lines with Century Link.
4. Authorize Staff to terminate any standing agreements with Marco for Mitel phone services.

This resolution was duly adopted by the Isanti City Council this 15th day of September, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk

RESOLUTION 2020-XXX

L.8.

APPROVING PROPOSAL FOR AUTOMATED LASERFICHE SERVICES

WHEREAS, due to the circumstances with COVID-19 it is in the best interest of the City and safety of Staff to limit paper processing and touch points of multiple staff to process the necessary tasks using process automation;

WHEREAS, automation will also promote remote capabilities due to COVID-19; and,

WHEREAS, the City is currently in an agreement for ongoing Laserfiche support with Minokaw Technologies; and,

WHEREAS, the proposal for services through Minokaw Technologies to automate processes for Accounts Payable, AP Workflow and Invoice capture and processing is \$21,450.00; and,

WHEREAS, funding is identified as Coronavirus Relief Funds;

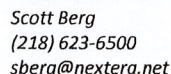
NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota, to approve use of Coronavirus Relief Funds for automated Laserfiche services with Minokaw Technologies in the amount of \$21,450.00 and authorize the City Administrator to sign necessary documentation.

This resolution was duly adopted by the Isanti City Council this 15th day of September, 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources/City Clerk



Exclusively For:

City of Isanti

110 1st. Ave. NW

Isanti, MN 55040

August 31, 2020

Date:

*Polycom phone lease includes monthly payments for a 3 year term at the end of which time Customer will own equipment.

This Agreement and the most recent Master Service Agreement, together with any attachments hereto, and Nextera's policies and procedures located at www.nextera.net, incorporated by reference herein, constitute a binding commitment between Nextera and Customer. Customer acknowledges that Customer has received, read and understands this Agreement and the Master Service Agreement, and agrees to all of the terms and conditions of the foregoing documents and policies. Early Termination fees may apply as set forth in Section 14 of the Nextera Master Service Agreement.

Customer, if receiving voice services, agrees that those voice services are non-nomadic for 911 purposes. It is expected that Customer shall provide one fixed service address for each telephone number and that each telephone number will only ANI from that location. Nextera assumes no responsibility for emergency service deployment to an erroneous address if such address was as identified by Customer.

Pricing is not inclusive of taxes, inside/premium wiring services, or mandatory surcharges (such as USF) and that the long distance rates are not inclusive of HI, AK, extended area, and international. This Agreement is confidential, not for distribution, and is valid for 15 days from Agreement date.

Customer's Authorized Signature

Print Name _____

Date _____

Nextera's Authorized Signature

Print Name _____

Date _____



Master Service Agreement

For:

City of Isanti

1. **EFFECTIVE DATE, SERVICES, AND SERVICES TERM.** This Master Service Agreement, along with the service agreement, order forms and all attachments, comprise the entire agreement between the parties ("Agreement") for the communication services described herein and supersede any and all other agreements between the parties related hereto. Description of most services also available at www.nextera.net, incorporated herein by reference. This Agreement is fully binding and enforceable as of the date of executed service agreement ("Effective Date"). NEXTERA agrees to provide to Customer and Customer agrees to procure from NEXTERA, communication services as described herein, at the locations set forth, ("Services") for the number of months set forth ("Services Term"). Customer authorizes NEXTERA to be their primary provider of communications Services as described herein and handle all negotiations for Services and issuance of orders to coordinate these Services. NEXTERA reserves the right, in its sole reasonable discretion, to reject any order for Services. The Services are not for resale. The Services Term commences upon installation of the Services by NEXTERA ("Installation Date"). NEXTERA will use reasonable efforts to install the Services on the date agreed upon by the parties. NEXTERA does not guarantee that Services will be installed and provisioned on Customer's desired due date. Subject to the early termination provisions set forth herein, at the end of the Services Term, this Agreement will automatically be extended for additional term(s) of one (1) year in length ("Renewal Services Term") and all terms and conditions shall apply to additional term lengths as stated in this Agreement unless NEXTERA receives Customer's written notice to terminate this Agreement not less than 30 days prior to the then existing Services Term or Renewal Services Term.

2. **RATES AND CHARGES.** Rates and charges are described in this Agreement and commence upon the Installation Date. Any monthly recurring charges ("MRC") will be billed in advance each month. Any non-recurring charges ("NRC") will be billed on the first invoice after the Installation Date, or if the NRC are incurred after the Installation Date, such charges will be billed on the next invoice thereafter. NEXTERA may assess additional fees in connection with the Services based on cost increases that NEXTERA may incur. NEXTERA maintains the right to bill for charges imposed on NEXTERA from a third party directly to a specific service order or activity. These could include, but are not limited to: technician time, charges to supplement an order, other related charges due to the Customer and/or Customer's vendor not being ready at the scheduled time, cancellation of the service order, or an overuse of traffic surcharge due to traffic thresholds being exceeded, or a traffic imbalance. NEXTERA may adjust the rates, charges and fees for the Services pursuant to applicable tariffs or price lists filed with the appropriate regulatory agencies, upon renewal or upon notice. Payments are due on the Payment Due Date set forth on the NEXTERA invoice. Customer must provide payment in full on Payment Due Date and then send NEXTERA written notice of any and all billing disputes within 90 days of the Invoice Date, specifically detailing the dispute and providing supporting documentation for the amount in dispute. NEXTERA will investigate all disputes and if appropriate, credit Customer's account or notify Customer of denial of the dispute. NEXTERA may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on all balances not paid when due. Late fees may be assessed, as of the original Due Date, against any disputed amount denied by NEXTERA. NEXTERA has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services may follow. Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Customer hereby authorizes NEXTERA to conduct a credit search and agrees to provide NEXTERA with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. This Agreement is subject to credit approval. Without waiving any right of termination or any other rights hereunder, NEXTERA may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. When Customer establishes acceptable credit history or upon termination of this Agreement, NEXTERA will return the balance of the deposit, if any, to Customer along with interest as required by law.

3. **TAXES AND SURCHARGES.** Customer is responsible for payment of any and all federal, state and local taxes, charges and surcharges imposed on or allowed by regulatory agencies or based upon the provision, sale or use of NEXTERA's Services (excluding NEXTERA's income taxes). NEXTERA will collect all such taxes, charges, and surcharges unless Customer provides NEXTERA with proof of exemption. Customer will indemnify NEXTERA for any and all costs, claims, taxes, charges, and surcharges levied against NEXTERA relative to such exempt status.

4. **SERVICE CHANGES. MOVES:** Customer may move the physical location of all or part of Services to another location within NEXTERA's serving area provided the following conditions for the move ("New Services") are met: 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on NEXTERA as a result of discontinuance of service at original location; 2) the New Services provided to the Customer are by NEXTERA; 3) Customer advises NEXTERA that the requested New Services replace existing Services; 4) Customer's request for the disconnection of existing Services and the installation of New Services are received by NEXTERA at the same time; 5) Customer requests NEXTERA to install the New Services on or prior to the disconnection date for the existing Services; and 6) Customer agrees to sign appropriate Agreements and to pay the then current recurring and non-recurring charges related to the new service.

ADDITIONS TO SERVICES: Customer may request additions to Services and NEXTERA will supply such additions to Customer, subject to the following conditions: 1) NEXTERA commercially offers such additions and necessary facilities are technically and practicably available; 2) the charges for additional Services will be at the same rate as identified within the Service Agreement or, if additional Services are not contained within the Service Agreement, at the then current charges in effect for Services at the time of such additions, and which correspond to the terms of this Agreement. NEXTERA and Customer agree to execute written amendments to this Agreement for any Service Changes.

5. **OUT-OF-SERVICE.** If NEXTERA causes a service interruption, an out-of-service credit will be calculated under the state local exchange tariff. If there is no applicable tariff and the interruption lasts for more than twenty-four (24) consecutive hours after NEXTERA received notice of it, NEXTERA will give Customer credit calculated by: 1) dividing the monthly rate for the affected service by thirty (30) days; and then b) multiplying that daily rate times the number of days, or major fraction that the service was interrupted.

6. **TARIFF APPLICATION.** Customer acknowledges that the Services may be subject, in whole or in part, to one or more provisions of state or federal tariffs or price lists, which may be filed by NEXTERA. In the event of any conflict between any provision of this Agreement and any provision of the tariff or price list, the provision of such tariff or price list will control. This Agreement and the Services will be subject to modifications required or authorized by any regulatory agency in the exercise of its lawful jurisdiction.

7. COMPLIANCE WITH LAW. This Agreement is subject to all applicable federal, state, and local laws, regulations, rulings, orders and other actions of governmental agencies ("Rules"), and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. NEXTERA will use good faith reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any such Rule adversely affects the Services or requires NEXTERA to provide Services other than in accordance with the terms of this Agreement, either party may, without liability to the other party, terminate the affected Services upon 30 days prior written notice to the other party. In performing their obligations under this Agreement, the parties will comply with all applicable Rules, specifically including, but not limited to, the Rules governing 911/E-911 and any other emergency services, as discussed below. Customer's use of the Services provided herein and any equipment associated therewith will not: (a) interfere with or impair service over NEXTERA's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to NEXTERA's assets or Customers; (d) be used to frighten, abuse, torment or harass, or create hazards to NEXTERA or its network; or (e) violate the provisions of any of NEXTERA's policies and procedures, some of which are found at www.nextera.net, including NEXTERA's 911/E-911 Policy. NEXTERA may immediately suspend or terminate, without liability, the Services for any violation of these provisions. Nextera reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

Subject to NEXTERA's 911/E-911 policy and unless otherwise specifically agreed, (a) NEXTERA will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) NEXTERA will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911 /E-911 services as required by the Rules, including, but not limited to agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases, updates to transfer the ALI to the appropriate PSAPs. Nextera is not responsible for and will not make any chaabove. Customer will indemnify and hold harmless NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from all liabilities, claims, or damages arising out of personal injury or death or damage to property related to Customer's failure to meet 911/E911 requirements.

8. SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES. Services will meet industry standards. NEXTERA will maintain its facilities and equipment used to provide the Services as set forth in its policies and procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, Customer's facilities and/or equipment. In such event, Customer will reimburse NEXTERA for the cost of the required maintenance at NEXTERA's standard time and material rate. NEXTERA reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades or emergencies repairs to NEXTERA's network without notice to Customer. Customer will grant NEXTERA or cooperate with NEXTERA in obtaining access to its premises for the installation, operation, removal, repair and maintenance of the facilities and equipment for the Services hereunder.

Unless otherwise agreed, Customer will provide equipment compatible with the Services and NEXTERA's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of NEXTERA's network or facilities. Customer is responsible for the interface and operation of its facilities and/or equipment in accordance with this Agreement, all Rules and all of NEXTERA's policies and procedures. NEXTERA reserves the right to revise the terms and provisions of its policies and procedures as it deems appropriate and this Agreement is subject to all revisions.

In the event NEXTERA provides any Nextera equipment to Customer for Customer's use during the term of the Agreement, such equipment will remain the sole and exclusive property of NEXTERA, and nothing contained herein will transfer to Customer any right, title or interest whatsoever in such equipment. NEXTERA will properly identify or label the equipment. Upon termination of the Service, Customer grants NEXTERA the right to recover NEXTERA provided equipment from Customer's premises upon the termination of this agreement. In the event Customer fails to return the equipment, NEXTERA may invoice Customer for the then fair market value of such equipment.

NEXTERA will provide Services to Customer using NEXTERA owned and managed facilities in conjunction with facilities of NEXTERA's network partners. NEXTERA reserves the right to substitute, change or rearrange any equipment used in delivering Services that does not affect the quality, cost or type of Services. NEXTERA will manage its network in NEXTERA's sole discretion. Customer will provide all reasonable information and authorizations required by NEXTERA for the purpose of installing Services, performing routine network grooming, maintenance, upgrades, and addressing emergencies. Required information and authorizations include but are not limited to Design Layout Records of any non-NEXTERA end loops connected to the Services and Letters of Agency allowing NEXTERA to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

NEXTERA's Wireless and WiMax Customer standard installation includes antenna and radios, non-penetrating antenna mount, up to 250 feet of standard cable weather-sealed and run from the antenna to the Customer Demarcation, service turn-up and testing. A typical installation is 3 hours in length and in the unlikely event of additional installation costs above the 3 hours the Customer will be billed at the current technician rates. NEXTERA owns all equipment that it supplies to the Customer. If service is discontinued for any reason, NEXTERA has the right to remove any or all of its equipment in a workmanlike manner upon 10 days advance notice. Customer Demarcation is defined as the location where Customer plugs into the NEXTERA equipment and is generally located in the Customer equipment room. The Customer agrees to allow personnel of NEXTERA and its sub-contractors reasonable access to the Customer's site for the purpose of installing, repairing, and removing the NEXTERA equipment and, if necessary, Customer shall obtain appropriate authorization from the landlord.

9. SERVICE SUSPENSION/MAINTENANCE. NEXTERA may from time to time suspend service for routine maintenance or rearrangement of facilities or equipment. NEXTERA will give Customer advance notification of the service suspension. Such service suspension is not considered an out-of-service condition provided service is restored by the end of the period specified in the notification.

10. DISCLAIMER/LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEXTERA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEXTERA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET THE CUSTOMER'S REQUIREMENTS.

11. LIMITED LIABILITY. NEXTERA'S LIABILITY AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS PAID BY CUSTOMER TO NEXTERA DURING THE TERM OF THIS AGREEMENT. IN NO EVENT WILL NEXTERA BE LIABLE TO THE CUSTOMER FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, REGARDLESS OF THE FORSEEABILITY THEREOF.

12. INDEMNIFICATION. Customer will indemnify, hold harmless, and defend NEXTERA, its officers, directors, affiliated companies, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Customer's use, resale or sharing of the Services. Customer's indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death which is directly caused by NEXTERA due to NEXTERA's gross negligence.

13. CONFIDENTIALITY. The parties may have access to certain information, the ownership and confidential status of which is highly important to the other party and is treated or designated by one of the parties as confidential (herein referred to as "Confidential Information"). Neither party will disclose the other party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other party, and neither party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by the Rules. Each party will exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

14. DEFAULT/TERMINATION. If either party violates any provision of this Agreement or if either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, or files a petition seeking relief under any chapter of the Bankruptcy Act, or if an involuntary petition under the Bankruptcy Act is filed with respect to such party, the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party will have: (a) 10 days from the date of the written notice to cure a payment default, or (b) 30 days from the date of the written notice to cure a non-payment default. If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list. If Customer terminates this Agreement or all or any part of the Services at any time after the Effective Date, NEXTERA may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the entire Services Term or Services Term then remaining, plus any unpaid activation, installation and/or special construction charges and all other fees or costs, whether previously waived or not, less amounts already paid. Customer will not be liable for the early termination fees set forth above if NEXTERA breaches the Agreement or if 1) Customer agrees to pay any special construction charges and 3rd party charges imposed on NEXTERA as a result of discontinuance of service; 2) Customer orders from NEXTERA services of equal or greater MRC than the Services terminated; 3) Customer signs a Service Agreement for any other NEXTERA provided New Service(s); 4) both the current Service and the New Service(s) are provided solely by NEXTERA; 5) the order to discontinue Service and the order to establish new Service(s) are received by NEXTERA at the same time; and 6) the New Service(s) installation must be completed within thirty (30) calendar days of the disconnection of Service, unless such installation delay is caused by NEXTERA. Customer acknowledges that NEXTERA's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty. All such amounts will become immediately due and payable by Customer to NEXTERA.

15. FORCE MAJEURE. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer network or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party hereunder.

16. GENERAL. Any amendment must be in writing and signed by the parties hereto. Facsimile copies of this Agreement and any amendments or modification hereto, including facsimile signatures, will be accepted by the parties as originals. The failure of either party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s)), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, certified mail or by facsimile transmission with receipt verification. Notices will be sent to the addresses listed on the front this Agreement and in the case of a notice to NEXTERA, a copy to the Legal Department, 13850 Bluestem Ct, Ste 150, Baxter MN, Fax No. 218-818-6401. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered a condonation of any continuing or subsequent breach of the same provision. Customer may not assign its obligations hereunder without the prior written consent of NEXTERA, which will not be unreasonably withheld. This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided. Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of 6, 7, 10, 11, 12, 13, and 14 will survive termination.

* * *

The undersigned has read the 3 pages of this Master Service Agreement and by his/her signature acknowledges receipt of a copy of this Master Service Agreement and agrees to the terms and conditions contained herein.

Customer Acceptance:

Authorized Signature

Print Name

Date



Laserfiche Proposal for:

Josi Wood
City Administrator



September 10th, 2020

Dear Josi,

Thank you for the opportunity to present this proposal for the Laserfiche Invoice capture process from Minokaw Technologies. Based on the schedule that is listed in this document we should be able to complete this process in 3 weeks based on the availability of your team, for training and testing.

I am providing you a fixed amount for this project and we will not exceed that amount unless there are additional invoices, processes, or forms that you want to add to the process.

This process does not require any additional licensing for you, just time to get the process done. In order to get this process scheduled, started and completed I would need to get an approval to begin the process. Once you are ready to move forward just email me and I will send this document to you for an electronic signature.

Sincerely,

Ned Weizenegger

Ned Weizenegger
218-838-9115
nedw@minokaw.com

ABOUT MINOKAW TECHNOLOGIES

Minokaw Technologies is a tribally owned technology company that specializes in the sales and service of Laserfiche enterprise content management (ECM) software. Minokaw is a subsidiary of Mille Lacs Corporate Ventures, the business arm of the Mille Lacs Band of Ojibwe. Minokaw and its employees have been using, supporting and developing Laserfiche solutions for over 15 years. Four years ago, Minokaw Technologies was started based on that Laserfiche expertise. We have created hundreds of custom business processes and document retention solutions that meet current business needs and we are proactive in recommending solutions to take full advantage of ALL aspects of the Laserfiche platform. Minokaw offers a variety of support solutions post installation to meet client specific needs and provides multiple training options .

We are a Laserfiche Gold Certified Reseller, which requires advanced training and business knowledge of the ECM platform.



ABOUT LASERFICHE

Laserfiche is the world's leading software for enterprise content management, business process automation, and productivity-boosting analytics. From digitizing documents to supporting smarter business decisions, Laserfiche provides a progressive roadmap to help organizations of all sizes embrace the benefits of digital transformation.

Since 1987, Laserfiche Enterprise Content Management software has been trusted by more than 35,000 organizations with 5 million users worldwide to manage, secure and share information. K-12 education is one of their key industries and they have people focused on solutions just on that market. They offer a K-12 Answers Community where K-12 colleagues can share questions and solutions and learn from one another. Along with winning industry awards, Laserfiche has also set the industry standard with a Department of Defense 5015.2-certified records management solution.

OUR SOLUTION

Minokaw Technologies will use Laserfiche Cloud to create an invoice capture process for the City of Isanti. The following tasks will be a part of this process and the time to complete these processes are listed to the right. All timelines are projected hours, and could come in less than the projected amount, but will not exceed the time projected.

- Create 90 Invoice Profiles captures- (90 hours)
- Build a process diagram for approval routing- (15 hours)
- Create a Vendor Table Lookup- (5 hours)
- Create a GL Lookup Table- (5 hours)
- Create a GL table form to update the GI Table- (5 hours)
- An external forms process for submitting invoices- (5 hours)
- An internal forms process for submitting invoices- (5 hours)
- A vendor table form to update the vendor table- (2 hours)
- Create a process to split accounting codes- (3 hours)
- Training- (8 hours)

BUDGET

Minokaw Costs (Consulting time)

Product	Quantity	Unit Price	Line Total
Minokaw Provided Services <ul style="list-style-type: none">• Building forms• User Training• Folder Structure• Building Processes• Testing & Go-live	143	\$150.00	\$21,450.00
		Total	\$21,450.00

Project Timeline

Task	Engineer	Dates
Create Laserfiche forms	Lance Dutcher	9-21-20 - 9-23-20
Create Invoice Capture Profiles	Lisa Johnson	9-21-20 – 10-9-20
Build a Process Diagram for approval routing	Lance Dutcher	9-23-20 – 9-25-20
Create Vendor and GL Table lookups	Lisa Johnson	9-27-20 - 9-30-20
Training & Testing	Isanti & Minokaw	10-13-20 -10-21-20
Go-live	Isanti & Minokaw	10-22-20

RESOLUTION 2020-XXX

APPROVING APPLICATION FOR EXEMPT GAMBLING PERMIT FOR FRIENDS OF
SAINT SCHOLASTICA

WHEREAS, the City has received an application for an exempt gambling permit from Friends of Saint Scholastica to hold a gun raffle event on December 11th, 2020 at 207 Whiskey Road NW Isanti, MN; and,

WHEREAS, the applicant estimates the value of prizes to be awarded is \$2,500 for the event and will require state approval; and,

WHEREAS, the City of Isanti has no objection to the conduct of lawful gambling by the applicant, in accordance with law, at the designated location; and,

WHEREAS, the applicant, Amanda Eich, has successfully passed a background check by the Isanti Police Department;

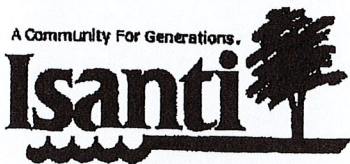
NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Isanti, Minnesota that the application for an exempt gambling permit is approved for the following date: December 11th, 2020 at 207 Whiskey Road NW Isanti, MN;

This Resolution is hereby approved by the Isanti City Council this 15th day of September 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources / City Clerk



City of Isanti
110-1st Avenue NW
PO Box 428
Isanti, MN 55040
Phone: 763.444.5512
Fax: 763.444.5560

APPLICATION FOR AN EXEMPT GAMBLING PERMIT

Applicant Instructions:

1. Fee upon application is \$50.00 and must be made payable to City of Isanti.

Name of Organization: Friends of Saint Scholastica

Address of Organization: 207 Whiskey Rd NW Isanti, MN 55040

Name and address of the officers and person accounting for receipts, expenses, and profits for the event:

Amanda Eich

Name

Address

Phone No.

Name

Address

Phone No.

Name

Address

Phone No.

Type of Event: Gun Raffle Date of event: 12-11-2020

Use of Proceeds: All proceeds will be used to support Saint Scholastica Academy and their needs.

Location and address of event:

207 Whiskey Rd. NW Isanti, MN 55040

Estimated value of prizes to be awarded: \$2,500.00

Name of applicant: Amanda Eich

Applicant's phone number

Signature of applicant: Amanda Eich

Date: 9-1-2020

Approved by City Council _____ Resolution # _____

POS = 3 / 311

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rec'd
9/1/20
AW

RESOLUTION 2020- XXX

AUTHORIZING PURCHASE OF EMERGENCY MANAGEMENT RADIO EQUIPMENT

WHEREAS, the City of Isanti received \$454,377.00 in Coronavirus Relief Funds (CRF) due to the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act; and,

WHEREAS, the funding from the Coronavirus Relief Funds is required to be used for expenditure that:

- Are necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease (COVID-19)
- Were not accounted for in the budget most recently approved as of March 27, 2020
- Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020

WHEREAS, staff has determined purchases to enhance emergency management are in the best interest of the city; and,

WHEREAS, the purchase of the emergency management radio equipment for Allied Radio Matrix for Emergency Response [ARMER] system;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby authorizes the following:

1. The purchase of a emergency management radio equipment for Allied Radio Matrix for Emergency Response [ARMER] system not to exceed \$83,227.
2. Funding source identified as Coronavirus Relief Funds.
3. Authorize staff to sign required documentation for the purchase of vehicle and equipment.
4. Authorize payment, if needed at the time of delivery prior to inclusion on Accounts Payable listing.

This resolution was duly adopted by the Isanti City Council the 15th day of September 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources / City Clerk

RESOLUTION 2020- XXX

**AUTHORIZING PURCHASE OF 2021 CHEVROLET TAHOE AND EQUIPMENT FOR
EMERGENCY MANAGEMENT MOBILE COMMAND VEHICLE**

WHEREAS, the City of Isanti received \$454,377.00 in Coronavirus Relief Funds (CRF) due to the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act; and,

WHEREAS, the funding from the Coronavirus Relief Funds is required to be used for expenditure that:

- Are necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease (COVID-19)
- Were not accounted for in the budget most recently approved as of March 27, 2020
- Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020

WHEREAS, staff has determined purchases to enhance emergency management are in the best interest of the city; and,

WHEREAS, the purchase of the Mobile Command Vehicle will be used for emergency management such as pandemic related response within the City;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City Of Isanti, Minnesota hereby authorizes the following:

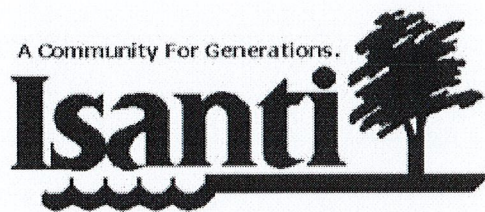
1. The purchase of a 2021 Chevrolet Tahoe Mobile Command Vehicle in the state bid amount of \$43,224.00 and necessary equipment and setup to outfit said vehicle not to exceed \$15,756.
2. Funding source identified as Coronavirus Relief Funds.
3. Authorize staff to sign required documentation for the purchase of vehicle and equipment.
4. Authorize payment, if needed at the time of delivery prior to inclusion on Accounts Payable listing.

This resolution was duly adopted by the Isanti City Council the 15th day of September 2020.

Attest:

Mayor Jeff Johnson

Katie Brooks
Human Resources / City Clerk



M.1.

Isanti Police Department Monthly Report

August 2020

<u>Reported Crime</u>	<u>Month to Date</u>	<u>Year to Date</u>
Theft	16	82
Assault	6	19
Vandalism/Damage to Property	6	27
Narcotics	0	25
Burglary	0	2
Domestics	11	52
Crim Sex	0	3
Robbery	0	0
Loud Party/Disturbance	14	123
Medical	25	269
Permit to Purchase	15	87
Security Check / Extra Patrol	358	2,992

<u>Traffic Offenses</u>	<u>Month to Date</u>	<u>Year to Date</u>
No Insurance	6	39
DUI	2	10
Accidents	7	53
Hit & Run	0	3
Warrant P/U	2	16
Speed	31	197
DAR/DAS	2	40
Administrative Citations (Including Speed)	17	96

<u>Squad Mileage</u>	<u>Month End Mileage</u>	<u>Month Miles</u>	<u>YTD Miles</u>
Ford Explorer 221	92,939	1,553	9,496
Ford Explorer 224	89,321	2,955	17,726
Ford F150 225	37,167	2,146	10,515
Chevy Impala 223	97,352	495	2,630
Dodge Durango 226	19002	2,966	11,219
Dodge Durango 227	23,652	4,408	18,767

August
CEZT REPORT ~~11~~ MAY 2020

CEZT REPORT JULY 2020

[illegible]

CITY OF ISANTI MONTHLY REPORT

August 2020

RESIDENTIAL	Number of permits		Value of permits		Surcharge		Permit Fees		Sac/Wac Fees	
	Month	YTD	Month	YTD	Month	YTD	Month	YTD	Month	YTD
FENCE	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
ROOF / SIDING	149	184	\$0.00	\$0.00	\$150.00	\$174.00	\$11,920.00	\$14,720.00		
DECK	4	43	\$46,854.00	\$297,262.04	\$23.43	\$84.33	\$1,480.05	\$11,398.95		
LL FINISH	3	15	\$37,200.00	\$221,555.13	\$18.60	\$27.63	\$1,178.10	\$6,901.30		
REMODEL / ADDITION	0	8	\$0.00	\$12,008.70	\$0.00	\$0.00	\$0.00	\$947.78		
GARAGE / SHED	1	3	\$2,892.00	\$31,564.00	\$1.45	\$5.85	\$153.45	\$1,029.60		
MISCELLANEOUS	20	116	\$0.00	\$10,750.00	\$20.00	\$57.06	\$2,250.00	\$15,792.63		
SINGLE DWELLINGS	15	64	\$2,654,598.10	\$11,581,138.55	\$1,416.35	\$2,819.15	\$40,500.90	\$166,148.40		
MULTI DWELLINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
MECHANICAL	19	93	\$0.00	\$0.00	\$19.00	\$32.00	\$1,425.00	\$7,125.00		
PLUMBING	16	89	\$0.00	\$0.00	\$16.00	\$30.00	\$1,384.00	\$7,086.00		
RESIDENTIAL TOTAL	227	615	\$2,741,544.10	\$12,154,278.42	\$1,664.83	\$3,230.02	\$60,291.50	\$231,149.66		
COMMERCIAL										
NEW BUILDINGS	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
REMODEL / ADDITION	0	3	\$0.00	\$316,520.00	\$0.00	\$0.00	\$0.00	\$5,454.90		
PLUMBING	0	2	\$0.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$165.00		
MECHANICAL	0	4	\$0.00	\$70,475.00	\$0.00	\$0.00	\$0.00	\$1,744.26		
ROOF / SIDING	0	1	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$227.70		
MISCELLANEOUS	4	21	\$12,000.00	\$127,890.00	\$10.75	\$14.75	\$782.60	\$4,381.70		
COMMERCIAL TOTAL	4	31	\$12,000.00	\$538,885.00	\$10.75	\$14.75	\$782.60	\$11,973.56		
RESIDENTIAL/COMMERCIAL TOTAL	231	646	\$2,753,544.10	\$12,693,163.42	\$1,675.58	\$3,244.77	\$61,074.10	\$243,123.22	\$91,065.00	\$364,083.00

YEARLY BUILDING PERMIT COMPARISONS

THRU 8/31/2020

Year	# permits	Single units	Multi units	Commercial	Permit Value	Permit Fees	WAC/SAC Fees
2015	114	12	0	0	\$2,203,220.45	\$42,200.42	\$87,813.00
2016	168	26	0	1	\$7,083,535.74	\$97,096.53	\$199,575.00
2017	193	28	0	1	\$5,566,976.50	\$88,516.65	\$242,988.80
2018	185	22	0	0	\$4,968,962.00	\$84,536.30	\$122,662.00
2019	158	17	0	0	\$4,192,779.60	\$70,262.86	\$99,854.00
2020	646	64	0	0	\$12,693,163.42	\$243,123.22	\$364,083.00

MONTHLY COMPARISON FOR 2020

Month	# Permits	Permit Value	Permit Fees
January	39	\$487,175.68	\$10,152.70
February	41	\$1,200,928.35	\$21,432.50
March	45	\$904,927.41	\$16,008.28
April	67	\$1,636,592.28	\$30,790.33
May	45	\$987,557.04	\$19,028.86
June	72	\$1,816,398.30	\$33,662.40
July	91	\$2,638,828.37	\$46,050.95
August	231	\$2,753,544.10	\$61,074.10
September	15	\$267,211.89	\$4,923.10
October	0	\$0.00	\$0.00
November	0	\$0.00	\$0.00
December	0	\$0.00	\$0.00
Totals	646	\$12,693,163.42	\$243,123.22



Real People. Real Solutions.

M.4.

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

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

MEMORANDUM

Date: September 9, 2020
To: Honorable Mayor Johnson and Members of the City Council
From: Jason W. Cook, P.E.
City Engineer
Subject: Project Status Report
Isanti, MN
Project No.: R13.120117

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

1) TH 65 & Cajima Street RCUT Improvements

Minor punchlist items will be wrapped up this month.

2) 6th Avenue Rehabilitation

The contractor plans to begin work on Monday September 14, 2020, with work planned to be completed in mid to late October 2020.

3) 2020 Pavement Management Project

Minor punchlist items will be wrapped up this month.

4) 2020 Storm System Management Project

Minor remaining items will be completed this fall.

5) Legacy Pines 2nd Addition

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

6) Legacy Pines 3rd Addition – Phase 1

Utilities have been installed, and street construction is scheduled to be completed this month.

7) MS4 Implementation

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

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

Please contact me if you have any questions.